CONTRACT MODIFICATION AGREEMENT

Date: April 12, 2016

Contract No.: UCP-TS-023-13

Modification No.: Two (2)

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Union Bank & Trust, formerly Union First Market Bank

Commodity: ATM for Virginia Tech Inn

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

1. The contractor's name shall be changed to reflect the amended name as approved by the Articles of Amendment to the Articles of Incorporation, effective February 15, 2015, for the aforementioned contract.

   Previous Contract Name:
   Union First Market Bank

   New Contract Name:
   Union Bank & Trust

Except as provided herein, all terms and conditions of Contract Number UCP-TS-023-13, as heretofore changed, remain unchanged and in full force and effect.

By: ___________________________  By: ___________________________
   (Signature)  Virginia Tech
   Name and Title  Director of Procurement
   Mary H. Helmick

Director of Procurement
CONTRACT MODIFICATION AGREEMENT

Date: November 7, 2014

Contract No.: UCP-TS-023-13

Modification No.: One (1)

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: Union First Market Bank, Successor by Merger for StellarOne Bank

Commodity: ATM for Virginia Tech Inn

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

1. The contractor for the aforementioned contract shall be changed to reflect the merger between StellarOne Bank with and into Union First Market Bank as outlined in the Articles of Merger dated March 10, 2014.

Previous Contract Name:
StellarOne Bank
PO Box 600
105 Arbor Drive
Christiansburg, VA 24068

New Contractor Name:
Union First Market Bank
PO Box 940
Ruther Glen, VA 22546

Except as provided herein, all terms and conditions of Contract Number UCP-TS-023-13, as heretofore changed, remain unchanged and in full force and effect.

Contractor By:  
(Signature)  
Larry Frazier  
Name and Title  
MANAGER

Virginia Tech By:  
W. Thomas Kaloupek  
Director of Procurement
ARTICLES OF MERGER

UNION FIRST MARKET BANK
AND
STELLARONE BANK

1. The Plan of Merger (the "Plan") between Union First Market Bank, a Virginia chartered bank, and StellarOne Bank, a Virginia chartered bank, is attached hereto as Exhibit A and made a part hereof. The Plan provides for the merger of StellarOne Bank with and into Union First Market Bank, which shall continue as the surviving corporation.

2. The merger of Union First Market Bank and StellarOne Bank has been approved under Virginia law by the Virginia State Corporation Commission by order dated April 1, 2014, and under federal law by the Board of Governors of the Federal Reserve System by letter dated March 10, 2014.

3. Union Bankshares Corporation, a Virginia corporation (the "Holding Company"), is the sole stockholder of both Union First Market Bank and StellarOne Bank.

   (a) With respect to Union First Market Bank, the Holding Company approved the Plan in accordance with the requirements of the Virginia Stock Corporation Act by written consent dated January 30, 2014.

   (b) With respect to StellarOne Bank, the Holding Company approved the Plan in accordance with the requirements of the Virginia Stock Corporation Act by written consent dated January 30, 2014.

4. The Plan was unanimously approved by the Board of Directors of both Union First Market Bank and StellarOne Bank.

5. The Certificate of Merger to be issued as a result of the filing of these Articles shall become effective as of 6:01 p.m. on May 9, 2014.

[signatures on next page]
May 8, 2014

UNION FIRST MARKET BANK

By: ____________________________

John G. Neal
President

STELLARONE BANK

By: ____________________________

G. William Beale
President
May ____, 2014

UNION FIRST MARKET BANK

By: ____________________________
    John C. Neal
    President

May ____, 2014

STELLARONE BANK

By: ____________________________
    G. William Beale
    President
Article III
Executive Officers

The executive officers of Union First Market Bank immediately prior to the Effective Date shall continue to be the executive officers of the Continuing Bank from and after the Effective Date.

Article IV
Conditions Precedent

The obligations of Union First Market Bank and StellarOne Bank to effect the Merger as herein provided shall be subject to the receipt of all applicable regulatory approvals.

Article V
Termination

This Plan of Merger may be terminated at any time prior to the Effective Date by the parties hereto.
COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: UCP-TS-023-13

This contract entered into this 18th day of September 2012 by StellarOne Bank hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the Automated Teller Machine Services to Virginia Tech as set forth in the Contract Documents.


COMPENSATION AND METHOD OF PAYMENT: The Contractor shall pay Virginia Tech in accordance with the contract documents.


In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor
By: __________________________ [Signature]
Name and Title: Jeffrey W. Ferrar
EVP & CFO

Virginia Tech
By: __________________________ [Signature]
W. Thomas Kaloupek
Director of Purchasing
Request for Proposal #0023413

For

Automatic Teller Machine Service

for

The Inn at Virginia Tech and Skelton Conference Center

July 13, 2012
RFP 0023413
GENERAL INFORMATION FORM

1. QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Kimberly Dulaney, Phone: (540) 231-8543, e-mail: kdulaney@vt.edu.

2. DUE DATE: Sealed Proposals will be received until August 3, 2012 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

3. ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department, 270 Southgate Center (0333), Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

4. TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: ________. For certification assistance, please visit: http://www.dmbbe.state.va.us/swamcert.htm.

   ___ Large

   ___ Small business - An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.

   ___ Women-owned business - A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

   ___ Minority-owned business - A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

5. COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (ID#)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Company name as it appears with your Federal Taxpayer Number)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS NAME/DBA NAME/TA NAME</th>
<th>FEDERAL TAXPAYER NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If different than the Full Legal Name)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BILLING NAME</th>
<th>FEDERAL TAXPAYER NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Company name as it appears on your invoices)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURCHASE ORDER ADDRESS</th>
<th>PAYMENT ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME/TITLE (PRINT)</th>
<th>SIGNATURE (IN INK)</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-MAIL ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>TOLL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS</th>
</tr>
</thead>
</table>

06/12
I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for an Automatic Teller Machine (ATM) in The Inn at Virginia Tech and Skelton Conference Center by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract is for five year(s), or as negotiated. There will be an option for one year renewals, or as negotiated.

III. BACKGROUND:

The Inn at Virginia Tech and Skelton Conference Center is located at the corner of the Virginia Tech campus between Prices Fork Road, the Virginia Tech Golf Course and West Campus Drive. This facility has nearly 24,000 square feet of conference space (including a 700-seat ballroom), 10 conference rooms, a full service restaurant, a bar, and 147 hotel rooms and suites. During calendar year 2011, the Inn had a total occupancy of 64%, with 34,555 rooms sold and over 40,000 guests. The facility served over 235,000 meals during calendar year 2011 between its restaurant, bar, banquet facilities, catering facilities, and conference dining facilities. The Skelton Conference Center hosted over 65,000 meeting participants in 2011. Foot traffic in the facility during 2011 averaged approximately 950 people per day. The ATM will be located in the main lobby of the hotel, near the Front Desk. The Inn would like a small-footprint, standalone, freestanding ATM for the purpose of cash dispensation, as opposed to full-service banking.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are, therefore, requesting that your firm register as a trading partner within the eVA system.

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/register/vendorreg.html and register both with eVA and Ariba. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: eVACustomerCare@dgs.virginia.gov, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.
Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. STATEMENT OF NEEDS:

A. The Contractor shall furnish, install, and maintain a freestanding, self-contained, compact, small footprint ATM inside The Inn at Virginia Tech and Skelton Conference Center. The ATM shall be located in the main lobby of the Inn, near the Front Desk.

B. Due to space limitations, Virginia Tech is requesting an ATM similar to the Diebold Opteva® 500 or 520 lobby cash dispenser (or Approved Equal Product).

C. The lobby area for customer access to the ATM will be available 24 hours a day. Any hours of operation for the ATM other than 24 hours a day shall be approved by Virginia Tech.

D. All advertising, including site-signs to inform the community about the ATM service, is subject to approval by Virginia Tech.

E. Exact locations for ATMs shall be approved by Virginia Tech prior to placement and installation.

F. All installation, construction, maintenance, security, and removal costs of an ATM shall be borne by the Contractor.

G. The Contractor shall designate one of its employees as Virginia Tech’s “Customer Service Representative”. The Customer Service Representative shall coordinate the services provided to Virginia Tech and shall have the responsibility and authority to resolve any problems, which may arise concerning such services. The Contractor shall provide Virginia Tech with a list of the names and telephone numbers of other principal contractor employees whom Virginia Tech may need to contact during operations.

H. The Contractor shall pay Virginia Tech a quarterly fee for the services provided for the ATM at a mutually agreed upon rate.

I. Virginia Tech shall not be responsible for paying any fees, expenses, taxes, or charges of any kind associated with the ATM. All such fees, expenditures, taxes or charges of any kind shall be the sole responsibility of the Contractor, including any university-related hook-up fees.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. Proposals should be submitted as follows:

   One (1) complete original hardcopy marked “original”
   Five (5) copies of proposal marked “copy”
   One (1) copy of proposal with proprietary and trade secret information removed
Proposals submitted by the Offeror awarded a contract through this solicitation will be posted on the Virginia Tech Purchasing web site and/or the VASCUPP website. Virginia Tech is not responsible for the Contractor's failure to exclude proprietary information.

Proposals must be submitted to:

Virginia Tech
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

3. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the
time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be
carried out. Therefore, proposals must be complete.

B. Specific Requirements:

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your
capabilities to provide the required services. Offerors are required to submit the following information/items as a
complete proposal:

1. Services Offered:

   a. Describe the offeror's complete services being offered. Include all customer costs for all ATM and
      ATM network services. Describe services to individual customers and to customers of participant
      institutions.

   b. Describe your customer base in terms of individual institution and network, within the Commonwealth
      and the Blacksburg area.

   c. Provide a detailed list of instructions for the use of your ATM. Estimate the time for each type of
      transaction. Describe the normal length of time required to post transactions to individual accounts.
      Describe the limitations on individual withdrawals.

   d. Describe the percentage of banking business that may be done through your ATM versus through a
      branch bank. Describe what type of business would still need to be conducted through banking
      personnel.

   e. Describe the mechanical service capability you can provide. Describe the notification process if the
      ATM ceases functioning and the turnaround time needed for repair. Detail the estimated number of
      customers and amount of funds the ATM may service between refills. Describe your normal
      maintenance and service schedule. Does this schedule differ on weekends and holidays?

   f. Describe in detail, including photographs if possible, the type of installation you would make on campus.

   g. Describe the length of time needed to install and have an operational ATM at The Inn at Virginia Tech
      and Skelton Conference Center. Please explain any regulatory steps that will need to be taken as well as
      construction considerations.

   h. Describe your ATM network. Do you work with Most, Honor, Cirrus, etc.?

   i. Please specify the dimension and electrical requirements of the ATM offered.

2. Payment to Virginia Tech:

   a. Detail the amount of payment to Virginia Tech. Describe the basis of your calculations.

3. Qualifications, experience and references in providing ATM service:

   a. Three (3) recent references, either educational or governmental, for whom you have provided the type of
      services described herein. Include the date(s) the services were furnished, the client name, address and
      the name and phone number of the individual Virginia Tech has your permission to contact.

   b. Describe the offeror's qualifications and experience in providing ATM service including length of time
      you have been in business providing this type of service.

   c. Discuss any major changes (acquisitions, restructuring, alliances, joint ventures) taking place in your
      organization.

4. Cost to customer for using ATM service:

   a. Elaborate on the cost to customer for using ATM service.
5. Small, Women-owned and Minority-owned Business (SWAM) Utilization:

If your business cannot be classified as SWAM, describe your plan for utilizing SWAM subcontractors if awarded a contract. Describe your ability to provide reporting on SWAM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWAM, but has not been certified by the Virginia Department of Minority Business Enterprise (DMBE), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWAM certification, visit the DMBE website at www.dmbe.virginia.gov.

6. The return of the General Information Form and addenda, if any, signed and filled out as required.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria:

Proposals will be evaluated by Virginia Tech using the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Services Offered</td>
<td>30</td>
</tr>
<tr>
<td>2. Payment to Virginia Tech</td>
<td>30</td>
</tr>
<tr>
<td>3. Qualifications, experience and references in providing ATM service</td>
<td>20</td>
</tr>
<tr>
<td>4. Cost to customer for using ATM service</td>
<td>10</td>
</tr>
<tr>
<td>5. SWAM Utilization</td>
<td>10</td>
</tr>
</tbody>
</table>

| Total | 100 |

B. Award:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor’s proposal as negotiated. See Attachment B for sample contract form.

IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

Virginia Polytechnic Institute and State University
Accounts Payable
201 Southgate Center
Blacksburg, VA 24061
METHOD OF PAYMENT:

Virginia Tech shall be paid by the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

ADDENDUM:

Any ADDENDUM issued for this solicitation may be accessed at http://www.purch.vt.edu/html/docs/bids.php. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

CONTRACT ADMINISTRATION:

A. Tim Graf, Debt Manager, Office of Investments and Debt Management, at Virginia Tech or his/her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Purchasing Department through a written amendment to the contract.

COMMUNICATIONS:

Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the Purchasing Office rejects all proposals. Formal communications will be directed to the Purchasing Office. Informal communications, including but not limited to request for information, comments or speculations regarding this RFP to any University employee other than a Purchasing office representative may result in the offending Offeror’s proposal being rejected.

TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions.

ATTACHMENTS:

Attachment A - Terms and Conditions
Attachment B - Standard Contract Form
ATTACHMENT A

TERMS AND CONDITIONS

RFP General Terms and Conditions


Special Terms and Conditions

1. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

2. CANCELLATION OF CONTRACT: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

3. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

4. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061
Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Virginia Tech Purchasing Department.

5. INSURANCE:

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

A. Worker's Compensation - Statutory requirements and benefits.
B. Employers Liability - $100,000.00
C. General Liability - $500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
D. Automobile Liability - $500,000.00
E. Builders Risk - For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk - Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk - Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

6. NOTICES: Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address:

If to Contractor: Address Shown On RFP Cover Page
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University
Attention: Kimberly Dulaney
Purchasing Department (0333)
270 Southgate Center
Blacksburg, VA 24061

and

Virginia Polytechnic Institute and State University
Attention: Tim Graf
Office of Investments and Debt Management
902 Prices Fork Road, Suite 2400 (0455)
Blacksburg, VA 24061

7. PROPOSAL ACCEPTANCE PERIOD: Any proposal received in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

8. SEVERAL LIABILITY: Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

9. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
ATTACHMENT B

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: ______________________

This contract entered into this ___ day of _______ 20___, by __________________________, hereinafter called the 
"Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements 
herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the __________ to Virginia Tech as set forth in the Contract 
Documents.

PERIOD OF CONTRACT: From __________________ through ____________________.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall pay Virginia Tech in accordance with the contract 
documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request For Proposal Number 
______ dated ________, together with all written modifications thereof and the proposal submitted by the Contractor 
dated _______ and the Contractor's letter dated __________, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: Virginia Tech

By: ___________________________ By: ___________________________

Title: __________________________

11
1. **QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Kimberly Dulaney, Phone: (540) 231-8543, e-mail: kdulane@vt.edu.

2. **DUE DATE:** Sealed Proposals will be received until August 3, 2012 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

3. **ADDRESS:** Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute And State University (Virginia Tech), Purchasing Department, 290 Southgate Center (0333), Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

4. **TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise, provide your certification number: __________. For certification assistance, please visit: http://www.dmbe.state.va.us/swa-cert.html.

   ✓ Large
   
   Small business — An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.

   Women-owned business — A business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

   Minority-owned business — A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more minority individuals who are citizens of the United States or are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more minority individuals.

5. **COMPANY INFORMATION/SIGNATURE:** In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

<table>
<thead>
<tr>
<th>FULL LEGAL NAME (PRINT)</th>
<th>FEDERAL TAXPAYER NUMBER (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stellar One Bank</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS NAME/DBA NAME/TA NAME</th>
<th>FEDERAL TAXPAYER NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>(If different than the Full Legal Name)</td>
<td>(If different than TIN above)</td>
</tr>
<tr>
<td>Stellar One Bank</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BILLING NAME</th>
<th>FEDERAL TAXPAYER NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Company name as it appears on your invoice)</td>
<td>(If different than TIN above)</td>
</tr>
<tr>
<td>Stellar One Bank</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PURCHASE ORDER ADDRESS</th>
<th>PAYMENT ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Po Box 600</td>
<td>Po Box 600</td>
</tr>
<tr>
<td>Christiansburg, VA 24068</td>
<td>Christiansburg, VA 24068</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME/TITLE (PRINT)</th>
<th>SIGNATURE (IN INK)</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Lively/Payment Solutions</td>
<td>Kevin Lively</td>
<td>8 - 3 - 12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-MAIL ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>TOLL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>kevin. <a href="mailto:lively@stellar.com">lively@stellar.com</a></td>
<td>540-381-6917</td>
<td>868-785-5201</td>
<td>540-382-6456</td>
</tr>
</tbody>
</table>

06/12
StellarOne
BANK

RFP RESPONSE
FOR AUTOMATED
TELLER MACHINE (ATM)

PREPARED FOR:

The Inn at Virginia Tech
and Skelton Conference Center

THE INN AT VIRGINIA TECH
AND SKELTON CONFERENCE CENTER

PREPARED BY:

Kevin Lively
Payment Solutions Operations Manager
StellarOne Bank

August 2012
PROPRIETARY INFORMATION DISCLOSURE

The pricing and rate information contained in this proposal is considered proprietary and is intended for The Inn at Virginia Tech and Skelton Conference Center. Supporting documentation to aforementioned categories shall not be released prior to obtaining written consent from Kevin Lively, Payment Solutions Operations Manager, StellarOne Bank.
Table of Contents

INTRODUCTION ............................................................................................................................................ 4
Who We Are ................................................................................................................................ : .... 4
Community Involvement ................................................................................................................... 4
Stellar Partner Opportunity ............................................................................................................... 5
ATM Service Overview ....................................................................................................................... 5
RFP Stipulations .................................................................................................................................... 6
Contact Information .......................................................................................................................... 6

SPECIFIC REQUIREMENTS .......................................................................................................................... 7

APPENDICES
APPENDIX A ................................................................................................................................................. 12
APPENDIX B ................................................................................................................................................. 13
APPENDIX C ................................................................................................................................................. 14
APPENDIX D ................................................................................................................................................ 18
Introduction to StellarOne Bank

Who We Are

StellarOne Bank is one of the largest independent, commercial banks headquartered in Virginia. StellarOne came into existence in 2008 with the merger of two respected financial institutions: First National Bank (FNB) and Virginia Financial Group (VFG). When two respected and dedicated banking organizations join together, the result is a financial resource that embodies the best of both - high-touch, hometown service and technology-forward convenience.

StellarOne is dedicated to the economic and societal well-being of the clients and communities it serves. Its legacy banks have over 300 years of collective service history, and StellarOne is focused on preserving and growing the strong and vital relationships shared with our clients and neighbors. Furthermore, StellarOne strives to offer broader services and more convenience to clients that enable our customers to confidently take control of their finances.

With the Bank’s holding company located in Charlottesville and bank headquarters in Christiansburg, StellarOne has a strong presence in the New River and Roanoke Valleys, Shenandoah Valley and in Central and North Central Virginia. With assets over $3 billion, as well as management of trust and wealth service assets of nearly $1 billion, StellarOne has the strength and capacity to support the growth and success of individual customers and companies throughout Virginia. StellarOne offers 54 financial center locations and a suite of 24 hour banking services including Online Banking, Telephone Banking, Mobile Banking, and a network of 60 ATMs.

Our Vision

To build the best Virginia-based financial services company... one relationship at a time.

Our Mission

To maximize value to clients, shareholders and employees by delivering stellar experiences and innovative products while maintaining our commitment to community.

Community Involvement

StellarOne’s employees volunteer many hours to countless community organizations throughout the Bank’s footprint. In addition to the volunteer hours, StellarOne allocates resources through sponsorships and donations to organizations who demonstrate the highest level of commitment to investing in the economic development of our communities; building strong and healthy families; and to building educational programs to empower youth. StellarOne is very proud of the progress with initiatives such as Teach Children to Save and Get Smart About Credit; these events are vital in teaching financial literacy to young people.
Unique Partnership – Show Your Hokie Pride!

StellarOne entered into a long-term agreement with the Virginia Tech Alumni Association in February 2011 to be the preferred banking partner of its valued alumnus. StellarOne’s Virginia Tech Alumni Banking program offers Virginia Tech alumnus exclusive access to Alumni-only checking account, the elite Burruss Hall StellarOne Visa® Check Card, and the chance to receive preferred CD and loan rates while providing financial support to the Alumni Association.

Stellar Partnership Opportunity

StellarOne appreciates the opportunity to respond to the request for an automated teller machine (ATM) at The Inn at Virginia Tech and Skelton Conference Center (hereafter referred to as the “Inn”). StellarOne’s financial strength, local leadership, and first-class technology make for the best candidate to satisfy the needs of the Inn.

With a 33.64% deposit market-share in Montgomery County alone, StellarOne's strength and presence allows consumers a new choice - the convenience and footprint of a regional bank with the community faces and personal attention associated with smaller, independent banks.

StellarOne has a strong team of experienced ATM and banking professionals. The Payment Solutions Department manages the day-to-day operations of the Bank’s ATM network, and will be the Inn’s primary contact for ATM issues. In the unlikely event the Inn needs to report an ATM problem, a local phone number and email address that is monitored 24 hours per day, seven days per week, will be provided.

StellarOne has structured their response to specifically address the needs outlined in the Inn’s Request for Proposal (#0023413).

ATM Service Overview

StellarOne is dedicated to the future growth of and investment in ATM technology. The Bank strives to introduce new and exciting ATM technology, such as near field communication (NFC) withdrawals, QR code withdrawals, EuroCard-MasterCard-Visa (EMV) card technology, and Intelligent Deposit ATM services.

StellarOne partners with NCR, the leader in ATM world market share, as their ATM hardware and service provider. NCR offers a full range of ATMs, from full-service automated intelligent deposit ATMs that offer envelope-free deposits to small footprint ATMs designed to operate in a minimal amount of space and only dispense cash.
RFP Stipulations

StellarOne is prepared to offer the Inn an exclusive five year contract to provide and maintain an ATM in the Inn’s main lobby, with one year renewals after the original five year period expires.

StellarOne requests that the contract be exclusive for the initial five year period, with StellarOne being the sole operator and provider of ATM service for the Inn. If the Inn enters into an agreement with another ATM operator and/or owner (other than StellarOne) for the placement of another ATM on the Inn’s campus, StellarOne reserves the right to terminate any resulting contract, in whole or in part, without penalty, upon 60 days written notice to the Inn. After the initial five year agreement expires, the Bank reserves the right to renegotiate its agreement with the Inn and to increase or decrease any foreign service charge associated with transactions. StellarOne will charge a foreign service charge of $3.00 per withdrawal for withdrawals made by cards not issued by StellarOne.

StellarOne agrees to be bound by any resulting contract for a five year period, with the option for one year renewals. It is understood that the Inn can terminate said contract, in whole or in part, without penalty, upon 60 days written notice to StellarOne. In the event the initial contract period is for more than 12 months, it is understood that either party, StellarOne or the Inn, can terminate said contract, in whole or in part, without penalty, for any reason, upon 60 days written notice to the other party.

The initial cost of the ATM, to include its purchase, installation, site preparation, construction, and maintenance, will be borne by StellarOne. The Bank will not provide a security officer to monitor the ATM. The Inn will not be responsible for paying any fees, expenses, taxes, or charges of any kind associated with the ATM. All such fees and charges of any kind will be the sole responsibility of StellarOne.

ATM maintenance service will be provided by NCR. To keep the ATM in good repair and operational, NCR will service the ATM on an as needed basis. StellarOne’s cash replenishment vendor, will replenish the ATM once per week initially, with the understanding that the frequency of replenishments may increase or decrease depending on the ATM’s transaction volume. The Inn must allow StellarOne or its agents unrestricted access to the ATM in order to have maintenance performed and cash replenished.

Contact Information

Kevin Lively, Payment Solutions Operations Manager
105 Arbor Drive, Christiansburg, VA 24073
Office: 540.381.6717, or toll free 888.785.5271 Ext. 6717
Cell: 540.588.3154
Fax: 540.382.6456
Email: klively@StellarOne.com
Specific Requirements
Reference RFP Page 6, Section B

1. Services Offered:

   a. Describe the offeror's complete services being offered. Include all customer costs for all ATM and ATM network services. Describe to individual customers and to customers of participant institutions.

   StellarOne will provide an [Manual Name] that will process the following transactions, both for StellarOne customers using a StellarOne card and for non-StellarOne customers using a non-StellarOne card:

   - Cash withdrawals
   - Balance inquiries
   - Account transfers

   Customers using StellarOne issued cards will incur no cost for using the ATM. Customers using non-StellarOne issued cards will incur a withdrawal fee of $3.00. The fee will only be charged on cash withdrawals, not balance inquiries or account transfers.

   b. Describe your customer base in terms of individual institution and network, within the Commonwealth and Blacksburg.

   StellarOne has 54 branches; 60 ATMs; and [Customer Count] customers, with [Customer Count] living in Montgomery County.

   c. Provide a detailed list of instructions for the use of your ATM.

   Refer to Appendix A (page 12) for detailed instructions.

   Estimate the time for each type of transaction.

   Transactions should take no more than 20 seconds to process.

   Describe the normal length of time required to post transactions to individual accounts.

   Depending on the card issuing bank, transactions should be settled the same day. However, settlement is dependent on the bank that issued the card being used. StellarOne settles transactions in one business day.
Describe the limitations on individual withdrawals.

StellarOne will limit withdrawals to $500.00 per transaction. Card issuing banks may cap withdrawals on individual cards at $500.00 per 24 hour period. This is out of StellarOne’s control and is solely dependent on the bank that issued the card being used.

d. Describe the percentage of banking business that may be done through your ATM versus through a branch bank. Describe what type of business would still need to be conducted through banking personnel.

As requested on Page 3, Section III Background, of the RFP, the ATM will dispense cash. The ATM will also process balance inquiries and transfer funds between accounts. Due to the limited nature of an ATM that only processes cash withdrawals, it is estimated that 10% of banking business may be done through the ATM versus through a bank branch. Deposits would need to be handled through bank personnel or at one of StellarOne’s Intelligent Deposit ATMs.

e. Describe the mechanical service capability you can provide.

StellarOne partners with NCR, the world leader in ATM market share, for ATM servicing and maintenance.

Describe the notification process if the ATM ceases functioning and the turnaround time needed for repair.

Detail the estimated number of customers and amount of funds the ATM may service between refills.
Describe your normal maintenance and service schedules. Does this schedule differ on weekends and holidays?

f. Describe in detail, including photographs if possible, the type of installation you would make on campus.

Refer to Appendix B (page 13) for additional information.

As stated on Page 3, Section III Background, of the RFP, the ATM will be a small footprint, standalone, freestanding unit. StellarOne will tastefully brand the ATM with the StellarOne name on top of the ATM, clearly identifying it as StellarOne Bank owned and operated. The ATM will have proper regulatory signage displayed on the ATM. It will also be compliant with the Americans With Disabilities Act (ADA) and support both English and Spanish language.

g. Describe the length of time needed to install and have an operational ATM at The Inn at Virginia Tech and Skelton Conference Center.

StellarOne will need 60 days to procure and install the ATM.

Please explain any regulatory steps that will need to be taken as well as construction considerations.

Refer to Appendix C (page 14) for further information on regulatory requirements.

As the ATM will be a freestanding unit, there are only minor construction considerations to consider. The ATM should be located in a highly visible and high traffic area for safety and ease of use.
h. Describe your ATM network. Do you work with Most, Honor, Cirrus, Etc.?

StellarOne's primary networks are American Express, Cirrus, Discover/Novus, MasterCard, Plus, and Visa.

i. Please specify the dimension and electrical requirements of the ATM offered.

Refer to Appendix D (page 18) for additional information.

2. Payment to Virginia Tech:

a. Detail the amount of payment to Virginia Tech. Describe the basis of your calculations.

3. Qualifications, experience and references in providing ATM service:

a. Three (3) recent references, either educational or governmental, for whom you have provided the type of services described herein. Include the date(s) the services were furnished, the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact.

In the past StellarOne has maintained ATMs on both the Virginia Tech campus and Radford University campus. The Bank has maintained an ATM at Salem Civic Center for 15 continuous years.
The Bank owns and operates five remote ATMs – an ATM that is not located at a StellarOne branch – throughout the Bank's footprint. The challenges presented at remote ATMs will be no different from the challenges presented by maintaining an ATM at the Inn. In fact, the Bank has successfully managed the unique challenges posed by remote ATMs for 15 years. Challenges include remotely monitoring the ATM for errors and suspicious activity, ensuring the ATM is kept in good working order, clean, and presentable.

b. Describe the offerer's qualifications and experience in providing ATM services including length of time you have been in business providing this type of service.

StellarOne has been operating ATMs for over 25 years in Montgomery County. The Bank currently has a fleet of 60 ATMs, located from Virginia Beach to Pearisburg, Virginia. The Bank's extensive knowledge of ATM technology, ATM error resolution, and dedicated, local staff will be an ideal fit for operating an ATM at the Inn.

c. Discuss any major changes (acquisitions, restructuring, alliances, joint ventures) taking place in your organization.

There are no major changes taking place within the organization that would impact operations of an ATM at the Inn.

4. Cost to customer for using ATM service:

a. Elaborate on the cost to customer for using ATM service.

A service charge of $3.00 will be charged to customers using a foreign (or non-StellarOne issued card). The fee will only be charged on cash withdrawals, not balance inquiries or account transfers. Customers using a StellarOne issued card will not be charged a service charge.
c. **Provide a detailed list of instructions for the use of your ATM.**

**Cash withdrawal:**

1) Swipe card
2) Select language – English or Spanish
3) Enter personal identification number (PIN)
4) Select Withdrawal
5) Select the account to withdraw cash from
6) Select a withdrawal amount - $20, $60, $100 or Other Amount
7) Select Yes or No to receive a receipt
8) Would you like another transaction – Select Yes or No
9) Transaction complete

**Balance inquiry:**

1) Swipe card
2) Select language – English or Spanish
3) Enter personal identification number (PIN)
4) Select Balance Inquiry
5) Select the account to process the balance inquiry
6) Select Yes or No to receive a receipt
7) Would you like another transaction – Select Yes or No
8) Transaction complete

**Account transfer:**

1) Swipe card
2) Select language – English or Spanish
3) Enter personal identification number (PIN)
4) Select Transfer
5) Select the account to transfer funds from and to
6) Select Yes or No to receive a receipt
7) Would you like another transaction – Select Yes or No
8) Transaction complete
APPENDIX B
Reference RFP Page 6, Section B, Number 1f

f. Describe in detail, including photographs if possible, the type of installation you would make on campus.
g. Please explain any regulatory steps that will need to be taken as well as construction considerations

Americans with Disabilities Act (ADA)

ADA mandates specific ATM requirements in an effort to insure that ATMs are uniform in their design, accessibility, and function. The following ADA requirements are nonnegotiable, as they federally mandated.

Height and Reach

The reach requirement for a walk-up ATM is 48" to the top working button. This ensures that customers can easily access the input controls of the ATM. Height and Reach requirements are verified when the ATM is manufactured by NCR. The ATM will be in full compliance with Height and Reach requirements independent of involvement from the Inn.
Clear Floor Space

The area in front of the ATM needs to equal 48" x 48" (16 square feet). StellarOne will be dependent on the Inn to provide sufficient space to fulfill Clear Floor Space requirements.

Function Keys

Function keys must be designed to contrast visually from their background surfaces. Function Key requirements are verified when the ATM is manufactured by NCR. The ATM will be in full compliance with Function Key requirements independent of involvement from the Inn.

Input Device

Input device controls must be tactically discernible, meaning the key surfaces must be raised above the surrounding surfaces. Input Device requirements are verified when the ATM is manufactured by NCR. The ATM will be in full compliance with Input Device requirements independent of involvement from the Inn.

Numeric Keypads

Keypads must be arranged in an ascending or descending layout. The enter key should be marked with a raised circle, the clear key with a raised left arrow, and the cancel key should be marked with a raised X. Numeric Keypad requirements are verified when the ATM is manufactured by NCR. The ATM will be in full compliance with Numeric Keypad requirements independent of involvement from the Inn.
Accessible Route

One unobstructed side of clear floor space must adjoin an accessible route or another clear floor space leading up to the ATM and connecting to the clear floor space in front of the ATM. This is for wheel chair accessibility. StellarOne will be dependent on the Inn to provide sufficient space to fulfill Accessible Route requirements.

Voice Guidance

ATMs must be speech enabled to service visually impaired customers. This requires a 3.5mm female jack be accessible for head phones. Voice guidance automatically initiates when head phones are inserted and the screen blanks to protect customer privacy. The head phone jack is integrated into the ATM when it is manufactured by NCR. The software that controls voice guidance is also integrated into the ATM. The ATM will be in full compliance with Voice Guidance requirements independent of involvement from the Inn.

Braille Instructions

Braille Instructions to initiate the aforementioned voice guidance feature must also be provided. Braille stickers will be in place on the outside of the ATM to guide in initiating audio-assisted transactions. The ATM will be in full compliance with Braille Instruction requirements independent of involvement from the Inn.
Display Screen

Characters on the screen must be in San Sarif font, a minimum of 3/16" high, and must contrast with their background. The ATM will be in full compliance with Display Screen requirements independent of involvement from the Inn.
APPENDIX D
From RFP Page 6, Section B, Number 11

i. Please specify the dimension and electrical requirements of the ATM offered.

Electrical Requirements

The maximum current requirements at the stated input voltages are 10 Amps at 120 Volts.

The ATM operates from a single phase, three wire supply; live, neutral and ground. The power requirements of this unit will normally permit it to operate within existing wiring configurations and from existing main outlets, providing the following:

1. Where the supply is provided from a general purpose distribution panel, then the other building circuits from this panel must not be used to support heavy inductive loads such as air conditioners, elevators, microwave ovens, and so on. Nor may such equipment be operated on the same building circuit as the ATM.

2. If using distribution panels, all building circuit grounding conductors must be connected to an insulated terminal strip in the distribution panel. The grounding conductor from the distribution panel to the building ground point must be at least equal in size to the power conductor necessary to supply the ATM.

Dimensions
September 7, 2012

Dear Mr. Lively:

Subject: Virginia Tech RFP #0023413

Thank you for submitting a proposal in response to the subject RFP.

We have reached the point in the evaluation process where we are ready to negotiate as provided for in Section VIII.B of the RFP. We are pleased to inform you that Stellar One has been selected for negotiations. Therefore, we would appreciate your response to the following:

1. Do you agree that the initial contract period shall be five (5) years?

2. Upon completion of the initial contract period, does Stellar One agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for unspecified one year periods, under the terms of the current contract?

3. Please identify the highest-level executive in your organization that is aware of this solicitation. Describe that person's commitment to assuring the highest quality service to Virginia Tech if your organization is awarded a contract.

4. Have you provided your best schedule of prices and payments for all services offered?

5. How soon after contract award can you install an ATM machine and begin providing services?

6. Since our purchasing system requires precise and accurate information, please provide the following:
   a. Legal name of your company.
   b. Trade name (DBA) if different from legal name.
   c. Company name and address to which Virginia Tech should mail purchase orders.
   d. Company name and address to which Virginia Tech should mail payments.
7. Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

8. For purposes of interacting with HokieMart, please identify the person (name, phone number, email address, etc.) in your company that will serve as liaison for a) e-commerce, b) accounts receivable, c) emergency orders.

9. Please supply the method of data transmission. Please note the following and confirm your acceptance of these stipulations.

   If you choose a land based method E.G. T-1, the circuit is extended from one of our local exchange carrier pops (Burruss Hall or Cassell Coliseum) to the ATM location.

   The bank is responsible for contacting CNS to arrange on campus circuits to carry the T-1.

   Cellular based proposals do not involve CNS however, any company proposing this method should make sure they have good in-building coverage.

10. CNS requires a letter of authorization in order to install any circuits to carry ATM data circuits. Will you provide this letter of authorization?

   Your response by 12:00 noon on Wednesday, September 12, 2012 will be greatly appreciated.

Sincerely,

[Signature]

Kimberly Dulaney
Assistant Director & Contracts Manager
(540) 231-8543

KDD/
Dear Ms. Dulaney,

Subject: Virginia Tech RFP #0023413 Responses

Thank you for giving me the opportunity to respond to questions about the RFP proposal. My responses are below.

1. Do you agree that the initial contract period shall be five (5) years?  
   Yes.

2. Upon completion of the initial contract period, does StellarOne agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for unspecified one year periods, under the terms of the current contract?  
   Yes.

3. Please identify the highest-level executive in your organization that is aware of this solicitation. Describe that person’s commitment to assuring the highest quality service to Virginia Tech if your organization is awarded a contract.
   StellarOne’s Chief Financial Officer/Executive Vice President is aware that this RFP was submitted. StellarOne provides the highest level of commitment to every project and relationship, from the executive level to individual branches.

4. Have you provided your best schedule of prices and payments for all services offered?  
   Yes.

5. How soon after contract award can you install an ATM machine and begin providing services?  
   As outlined in the RFP, we require sixty (60) days to procure, install, and bring the ATM fully functional.

6. Since our purchasing system requires precise and accurate information, please provide the following:

   1. Legal name of your company.  
      StellarOne Bank
   2. Trade name (DBA) if different from legal name.  
      Same
   3. Company name and address to which Virginia Tech should mail purchase orders.  
      StellarOne Bank, PO Box 600, Christiansburg, VA 24068
   4. Company name and address to which Virginia Tech should mail
7. Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?
   Yes.

8. For purposes of interacting with HokieMart, please identify the person (name, phone number, email address, etc.) in your company that will serve as liaison for:
   a) e-commerce, b) accounts receivable, c) emergency orders.
   Kevin Lively - (540) 381-6063; klively@stellarone.com – will be the primary contact.

9. Please supply the method of data transmission. Please note the following and confirm your acceptance of these stipulations.
   Data transmission will be over a land-based line.

   If you choose a land based method E.G. T-1, the circuit is extended from one of our local exchange carrier pops (Burruss Hall or Cassell Coliseum) to the ATM location.
   Acknowledged.

   The bank is responsible for contacting CNS to arrange on campus circuits to carry the T-1.
   StellarOne will be actively engaged in this process, but Virginia Tech will have to be equally engaged, as the agreement with CNS is between Virginia Tech and CNS.

   Cellular based proposals do not involve CNS however, any company proposing this method should make sure they have good in-building coverage.
   Cellular-based data transmission is currently not utilized at any StellarOne ATM.

10. CNS requires a letter of authorization in order to install any circuits to carry ATM data circuits. Will you provide this letter of authorization?
    It is unclear if CNS will accept a letter of authorization submitted by StellarOne when the equipment and current agreement and/or contract is between Virginia Tech and CNS. StellarOne has no problem submitting such a letter, in partnership with Virginia Tech.
Please feel free to contact me with additional questions or if clarification is necessary. Also, I welcome the opportunity to address the committee personally, if appropriate at this point in negotiations.

Sincerely,

Kevin Lively
Payment Solutions Operations Manager
Kim,

I reached a member of my communications team quicker than I anticipated, so I have answers today. The answer to all three questions is yes. I look forward to hearing from you. Thank you.

Kevin Lively
Payment Solutions Operations Manager

105 Arbor Drive
Christiansburg, VA 24073
t 540.381.6717 c 540.588.3154 f 540.382.6456
Internal Extension 6717
klively@StellarOne.com

★★★★★

StellarOne is a recipient of the superior five-star rating from BauerFinancial.
For details about BauerFinancial, Inc. of Coral Gables, Florida, and its ratings, visit bauerfinancial.com.
Kevin,

Your reply to our questions dated September 11, 2012 addressed the installation of an ATM and working with our CNS to establish connectivity. Please review the comments below in response to your reply. After reviewing, please answer the questions below:

"CNS provides a metallic copper path between our MPOP (Cassell - Burruss) and the ATM location. We do not provide any circuit extending equipment. Any equipment needed to extend the circuit shall be provided by the Telco Vendor provisioning the local circuit loop OR the circuit should be engineered to travel on the extended campus wiring. CNS will provide the cable make-up to the ATM owner when the transmission circuit is ordered by the ATM owner. CPE (customer provided equipment) installations are not permitted in our MPOPs for maintenance and security reasons.

Our standard rate to extend circuits is $80.00 per order plus TNM if wiring is needed at the ATM location. Orders placed for service needed before 10 working days are assessed a $50.00 per order expedite charge.

The monthly charge associated with a 2 pair circuit is $20.00 per month.

Having CNS extend the ATM circuits will be the same for any ATM installation. For land based circuits, no other option is available."

1. Do you agree that these stipulations stated by CNS are acceptable?

2. Do you agree to incur all costs associated with the installation?

3. Do you agree to incur the monthly fees associated with the 2 pair circuit?

Once I get these answers, we can proceed.

Thanks

Kim

Kimberly Dulaney
Assistant Director & Contracts Manager
Purchasing Department
Virginia Tech
270 Southgate Center
Blacksburg, VA 24061
Phone: 540/231-8543
Fax: 540/231-9628