



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT

(Insert contract number or other identifying information)

This Supplemental Contract No. 1, executed on the respective dates indicated below, is effective as of July 1, 2010, between the EMPLOYEES' RETIREMENT SYSTEM OF THE State of Hawaii

(STATE), by its ADMINISTRATOR & TRUSTEE (Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 201 MERCHANT STREET, SUITE 1400, HONOLULU, HI 96813, and BANK OF HAWAII

(CONTRACTOR"), a CORPORATION (Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)

under the laws of the State of HAWAII, whose business address and federal and state taxpayer identification numbers are as follows: FEDERAL TAX ID NO. 99-0033900 130 MERCHANT STREET, HONOLULU, HI 96813

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract

(Insert contract number or other identifying information) dated July 1, 2007, which was amended by Supplemental Contract No(s) N/A dated, which was amended by Supplemental Contract No(s) dated, which was amended by Supplemental Contract No(s) dated (hereafter collectively referred to as "Contract") whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.
Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
Recognize the CONTRACTOR'S change of name.

FROM:

TO: _____

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

EMPLOYEES' RETIREMENT SYSTEM
OF THE STATE OF HAWAII

REDACTED

Wesley K. Machida

print name
Administrator

print title
JUL 22 2010

date

CORPORATE SEAL
(If available)

STATE

REDACTED
(Signature)

EMMITA KANE
(Print Name)

Trustee
(Print Title)

JUL 22 2010
(Date)

CONTRACTOR

BANK OF HAWAII

REDACTED

STEPHANIE SAITO
(Print Name)

EXECUTIVE VICE PRESIDENT
(Print Title)

JULY 15, 2010
(Date)

APPROVED AS TO FORM: ✓

REDACTED

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
CITY & COUNTY OF HONOLULU)

On this 15TH day of JULY, 2010 before me appeared
STEPHANIE SAITO and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that ~~he~~/~~she~~/~~they~~ is/are
EXECUTIVE VICE PRESIDENT and _____ of
BANK OF HAWAII, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR

(Notary Stamp or Seal)

REDACTED

(Signature)

MEALTI AH SOON

(Print Name)

Notary Public, State of HAWAII

My commission expires: 5-5-11

Doc. Date: 7-1-10 # Pages: 10

Notary Name: MEALTI AH SOON FIRST Circuit

Doc. Description: SUPPLEMENTAL CONTRACT NO. 1

REDACTED

Notary Signature

7-15-10
Date

NOTARY CERTIFICATION



STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of BANK OF HAWAII, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

***Reminder to Agency:** If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By REDACTED
(Signature)
 Print Name STEPHANIE SAITO

Print Title EXECUTIVE VICE PRESIDENT

Name of Contractor BANK OF HAWAII

Date JULY 15, 2010

SCOPE OF SERVICES

The services to be provided by CONTRACTOR under the Contract are amended as follows:

1. The ERS Operating Fund account opened by STATE in 1976 will be closed.
2. The Business Cash Advantage – SWEEP account linked to the operating account referred to in paragraph 1, above, will be closed.
3. The TTY/Desktop BA12 Daily Data delivery service will be terminated. STATE will use the BOH Business Connection (BBC) Export in lieu of said Daily Data delivery service.
4. The statement frequency for the ERS Pension Disbursement account is changed from weekly to monthly. The statement will be provided on the same CD ROM used to provide statements for other STATE accounts.

COMPENSATION AND PAYMENT SCHEDULE

Exhibit "B" to the Contract is replaced by Exhibit "B" attached hereto. In the event of a conflict between Exhibits "A" and "B" to the Contract, Exhibit "B", as revised by this Supplemental Contract, shall control.

TIME OF PERFORMANCE

The Contract shall remain in force through June 30, 2011; provided, however, that the Contract may be terminated by either the STATE or the CONTRACTOR by an instrument in writing delivered or mailed, postage prepaid, to the other party. Termination by the STATE shall take effect not sooner than thirty (30) days after date of such notice. The STATE shall have the option to renew the Contract for two (2) periods not to exceed one (1) year each, on the same terms and date the same price as the original contract, unless the Contract has been terminated as provided above.

Bank of Hawaii - Cash Management Fee Schedule		BoH Standard	ERS Exception 35% Discount	Per Item Savings
ACH Services				
ACH Via BBC				
Monthly Maintenance ACH via BBC	Per Month	\$25.00	\$16.25	\$8.75
Batch Processing	Per Batch	\$5.00	\$3.25	\$1.75
ACH Return Items List via Fax	Per Month	\$20.00	\$13.00	\$7.00
BBC-ACH Auto Generate / Auto Release	Per Month	\$10.00	\$6.50	\$3.50
ACH Via Direct Send				
Implementation Fee-Direct Send, Electronic Returns, Posting File	One Time/Implementation, each*	\$850.00	\$850.00	\$0.00
Monthly Maintenance ACH Direct	Per Month	\$50.00	\$32.50	\$17.50
File Processing - Direct	Per File	\$5.00	\$3.25	\$1.75
Optional Services Applicable to ACH Services listed above				
Related Company/Account Set-up	Per Account	\$25.00	\$16.25	\$8.75
Per Item Fee By Transaction Type, Credits/Debits/Addenda				
1 - 1,000	Per Transaction (reduced from \$0.065)	\$0.10	\$0.04	\$0.060
1,001 - 2,000	Per Transaction (reduced from \$0.052)	\$0.08	\$0.04	\$0.040
2,001 - up	Per Transaction (reduced from \$0.046)	\$0.07	\$0.04	\$0.030
Transaction, File, Batch Deletion	Per File/Batch/Transaction	\$10.00	\$6.50	\$3.50
Transaction, File, Batch Recall	Per File/Batch/Transaction	\$20.00	\$13.00	\$7.00
Return Item Handling	Per Transaction	\$5.00	\$3.25	\$1.75
Notification of Change (NOC)	Per Transaction (reduced from \$6.50)	\$10.00	\$3.25	\$6.75
Suspended File	Per File	\$100.00	\$65.00	\$35.00
ACH Debit Block				
Implementation Fee (Include 3 initial filters)	One Time/Implementation	\$25.00	\$16.25	\$8.75
Monthly Maintenance	Per Account/Month	\$25.00	\$16.25	\$8.75
Additional Filter Maintenance	Per Filter/Month	\$5.00	\$3.25	\$1.75
Additional Filter Set-up Fee	Per Filter	\$25.00	\$16.25	\$8.75
Account Reconciliation Services				
Full Reconciliation Service				
Implementation Fee	One Time, Per Account	\$150.00	\$97.50	\$52.50
Base Fee (Includes 1 recon per month)	Per Account/Month	\$125.00	\$81.25	\$43.75
Issue File Processing	Per Account/Month	\$25.00	\$16.25	\$8.75
Processing Charges				
Paid Check and Check Issues Received	Per Item	\$0.055	\$0.036	\$0.019
Service Entries	Per Item	\$0.35	\$0.228	\$0.123
Positive Pay Service (Includes Full Recon)				
Implementation Fee	One Time, Per Account	\$150.00	\$97.50	\$52.50
Base Fee (Includes 1 recon per month)	Per Account/Month	\$125.00	\$81.25	\$43.75
Issue File Processing	Per Account/Month	\$25.00	\$16.25	\$8.75
Processing Charges				
Paid Check and Check Issues Received	Per Item	\$0.055	\$0.036	\$0.019
Service Entries	Per Item	\$0.35	\$0.228	\$0.123
Exception Report Processing (2 reports per day)	Per Report/Day	\$1.00	\$0.65	\$0.35
Positive Pay Exception Reporting via BBC	Per Account/Month	\$25.00	\$16.25	\$8.75
Partial Reconciliation Service				
Implementation Fee	One Time, Per Account	\$75.00	\$48.75	\$26.25
Base Fee (Includes 1 recon per month)	Per Account/Month	\$40.00	\$26.00	\$14.00
Processing Charges - Paid Check	Per Item	\$0.055	\$0.036	\$0.019
Reverse Positive Pay Reconciliation Service				
Implementation Fee	One Time, Per Account	\$75.00	\$48.75	\$26.25
Base Fee (Includes 1 recon per month)	Per Account/Month	\$40.00	\$26.00	\$14.00
Processing Charges - Paid Check	Per Item	\$0.055	\$0.036	\$0.019
Daily Paid File	Per Output	\$7.00	\$4.55	\$2.45
Deposit Reconciliation Service				
Implementation Fee	One Time, Per Account	\$75.00	\$48.75	\$26.25
Base Fee (Includes 1 recon per month)	Per Account/Month	\$40.00	\$26.00	\$14.00
Processing Charges - Deposits	Per Deposit	\$0.035	\$0.023	\$0.012
Optional Services Applicable to Reconciliation Services listed above				
Additional Scheduled Reconcilements	Each	\$30.00	\$19.50	\$10.50
Daily Reports	Per Report/Day	\$1.00	\$0.65	\$0.35
Electronic Output	Per Output	\$20.00	\$13.00	\$7.00
Electronic Output Recreation	Per Output	\$50.00	\$32.50	\$17.50
Issue File Reversal	Per File	\$50.00	\$32.50	\$17.50
Premium Report Package (Full & Positive Pay Service)	Per Account/Month	\$25.00	\$16.25	\$8.75
Deposit Return Service				
Implementation Fee	One Time, Per Account	\$25.00	\$16.25	\$8.75
Base Fee	Per Account/Month	\$25.00	\$16.25	\$8.75

Bank of Hawaii Cash Management Fee Schedule		BoH Standard	FRS Exception 35% Discount	Per Item Savings
Processing Charges - Deposits				
Fine Sort Service	Per Deposit	\$0.03	\$0.02	\$0.011
Implementation Fee	One Time, Per Account	\$25.00	\$16.25	\$8.75
Base Fee	Per Account/Month	\$25.00	\$16.25	\$8.75
MICR Sort	Per Item	\$0.03	\$0.02	\$0.011
Banking Business Connections				
Monthly Maintenance with Company System Administrator	Per Month, Web Access	\$40.00	\$26.00	\$14.00
Monthly Maintenance with Bank System Administrator	Per Month, Web Access	\$75.00	\$48.75	\$26.25
Bank Administration	Per Request, Add/Delete/Change	\$10.00	\$6.50	\$3.50
Information and Reporting				
Balances And Transaction Items Loaded				
1 - 2,500	Per Item	\$0.06	\$0.038	\$0.021
2,501 - 5,000	Per Item	\$0.05	\$0.029	\$0.016
5,001 Up	Per Item	\$0.04	\$0.026	\$0.014
Account Activity - Current Day	Per Account/Month	\$10.00	\$6.50	\$3.50
Stop Payment	Per Item	\$12.00	\$7.80	\$4.20
BAI Export Service	Per Month	\$25.00	\$16.25	\$8.75
Wire Services				
Module Fee	Per Month	\$25.00	\$16.25	\$8.75
Outgoing Wires	Per Wire	\$15.00	\$9.75	\$5.25
Batch Wires	Per Month	\$10.00	\$6.50	\$3.50
Wire Reporting	Per Month	\$10.00	\$6.50	\$3.50
Wire Report	Per Wire	\$0.50	\$0.325	\$0.175
Dial-Up /Data Delivery - Items Loaded fees apply				
Monthly Maintenance via Dial Up Connection	Per Month, Dial Up	\$75.00	\$48.75	\$26.25
BAI Reports	Per Connect	\$4.00	\$2.60	\$1.40
Multi Bank Reporting - Items Loaded fees apply				
Bank Implementation Fee	Per Account	\$100.00	\$65.00	\$35.00
Incoming Data Exchange	Per Account/Month	\$10.00	\$6.50	\$3.50
Items Received	Per Item	\$0.10	\$0.065	\$0.035
Business Cash Advantage				
Implementation Fee	One Time	\$25.00	\$16.25	\$8.75
Monthly Maintenance	Per Account/Month	\$125.00	\$81.25	\$43.75
Check Imaging Service				
Additional Account Set-up	One Time, Per Account Added	\$10.00	\$6.50	\$3.50
Image Fee	Per Item	\$0.035	\$0.023	\$0.012
CD Rom (Includes optional eVision online service)	Per CD	\$30.00	\$19.50	\$10.50
eVision - Only	Per Domain	\$20.00	\$13.00	\$7.00
Concentration Service				
Monthly Maintenance	Per Group	\$37.00	\$24.05	\$12.95
Sub Account	Per Sub Account	\$5.00	\$3.25	\$1.75
Implementation Maintenance, add or remove accounts	Per Change	\$10.00	\$6.50	\$3.50
Electronic Data Interchange Service (EDI)				
Implementation Fee	One Time, Per Acct/SEC Code	\$25.00	\$16.25	\$8.75
Monthly Maintenance	Per Account/Month	\$20.00	\$13.00	\$7.00
Fax Report Delivery	Account/Month	\$5.00	\$3.25	\$1.75
BBC Report Delivery		Waived	Waived	
Just Pay It Service				
Implementation Fees (Standard File Format)				
ACH Only	One-Time*, Per Box	\$2,500.00	\$1,625.00	\$875.00
ACH & Credit Card	One-Time*, Per Box	\$3,500.00	\$2,275.00	\$1,225.00
Monthly Maintenance	Per Month	\$150.00	\$97.50	\$52.50
Transaction Fee	Per payment	\$0.25	\$0.163	\$0.088
File Transmission (A/R Posting file - BOH Lockbox format)	Per File/Month	\$150.00	\$97.50	\$52.50
Liability File Processing	Per File/Month	\$750.00	\$487.50	\$262.50
Billor Console Licenses (10 Included)				
Additional Licenses	Per Additional License*	\$75.00	\$75.00	\$0.00
Training by Vendor(One Session Included)	+ All Travel Expenses*	\$500.00	\$500.00	\$0.00
Additional Onsite Training by Vendor	Per Session + All Travel Expenses*	\$500.00	\$500.00	\$0.00
Lockbox Services				

Bank of Hawaii - Cash Management Fee Schedule		Both Standard	ERS Exception 35% Discount	Per Item Savings
Retail Lockbox				
Implementation Fees (Standard File Format)	One-Time*, Per Box	\$500.00	\$600.00	\$0.00
Monthly Maintenance		\$150.00	\$97.50	\$52.50
Per Item Fee				
Processed	Per Item	\$0.145	\$0.094	\$0.051
Unprocessed	Per Return	\$0.075	\$0.049	\$0.026
Unmatched Items (In addition to per item fee)	Per Item	\$0.040	\$0.026	\$0.014
Correspondence with Payment (Add to per item fee)	Per Item	\$0.075	\$0.049	\$0.026
Copy of Check (Processed with OCR payment)	Per Check	\$0.10	\$0.085	\$0.035
Electronic Output	Per Month	\$150.00	\$97.50	\$52.50
Re-creation of Electronic Output (Limited to retention schedule)	Per Output Request	\$50.00	\$32.50	\$17.50
Check only, MICR Capture	Per Check	\$0.30	\$0.195	\$0.105
Scanline Rejects in excess of 3%	Per Reject Item	\$2.00	\$1.30	\$0.70
Wholesale Lockbox				
Implementation Fee	One Time, Per Box	\$50.00	\$32.50	\$17.50
Monthly Maintenance	Per Month	\$70.00	\$45.50	\$24.50
Per Item Fee				
Processed	Per Check	\$0.35	\$0.228	\$0.123
Unprocessed	Per Return	\$0.075	\$0.049	\$0.026
Photocopy of Check	Per Check	\$0.15	\$0.098	\$0.053
Miscellaneous Fees - Applicable to retail and wholesale unless indicated				
Additional Deposit Slip/Ticket	Per Deposit	\$2.00	\$1.30	\$0.70
CD-Rom (Retail: coupon & check; Wholesale: check only)	Per CD	\$50.00	\$32.50	\$17.50
Deposit Reporting				
Deposit Amount Only				
In State	Per Fax	\$2.00	\$1.30	\$0.70
Out of State	Per Fax	\$5.00	\$3.25	\$1.75
Deposit Details, including check copies (Wholesale only)				
In State	Per Fax	\$3.00	\$1.95	\$1.05
Out of State	Per Fax	\$6.00	\$3.90	\$2.10
Multiple Payees (other than variations of account name)	Per Check	\$0.10	\$0.065	\$0.035
Photocopy Request, previously processed items	Per item	\$2.50	\$1.625	\$0.875
Postage - Delivery of processed items	At Prevailing Rates			
Request for Special Processing	Per Request/Service	\$25.00	\$16.25	\$8.75
Vacation Status (Non-Processing periods)	Monthly Maintenance Fee	\$50.00	\$32.50	\$17.50
Outgoing Data Exchange Service				
Implementation Fee	One Time Per Account	\$75.00	\$48.75	\$26.25
Balances	Per Account/Month	\$60.00	\$39.00	\$21.00
Transaction Items Loaded	Per Item Details	\$0.10	\$0.065	\$0.035
Direct Send Option (Above monthly fees apply)				
Implementation Fee	One Time* Per Account	\$600.00	\$600.00	\$0.00
TXPress Service				
Implementation Fee	One Time Per TIN/Account	\$25.00	\$16.25	\$8.75
Monthly Maintenance Fee	Per Subscriber/Month	\$4.00	\$2.60	\$1.40
Tax Payment	Per Payment Transaction	\$3.00	\$1.95	\$1.05
Payment Cancellation	Per Reversal	\$10.00	\$6.50	\$3.50
Fax Receipts	Per Payment/Receipt	\$1.00	\$0.65	\$0.35
Mail Receipts	Per Payment/Receipt	\$2.00	\$1.30	\$0.70
Quarterly Reporting	Per Quarter	\$20.00	\$13.00	\$7.00
Increase Payment/Daily Limits	Per Request/Authority	\$5.00	\$3.25	\$1.75
Add New Tax Authority	Per Request/Authority	\$5.00	\$3.25	\$1.75
NSF/Uncollected Funds Return Handling	Per Incident	\$50.00	\$32.50	\$17.50
Miscellaneous Service Fees				
Security Device - Replacement/Lost/Additional Fee	Per Request	\$30.00	\$19.50	\$10.50
Research	Per 1/2 hour or fraction thereof	\$17.50	\$11.375	\$6.125
FTP Transmission Implementation	One Time* Per Service Request	\$600.00	\$600.00	\$0.00
* Indicates direct charge for fees paid to outside service providers.				
- Implementation fees will be charged upon commencement of the implementation process.				
- All implementation fees listed include standard setup. Customization, including file formats will result in additional direct cost.				