



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

State of West Virginia Master Agreement

Order Date: 12-05-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 1200 1200 AUD1800000001 3	Procurement Folder:	299821
Document Name:	PROVIDE PURCHASING CARD SERVICE	Reason for Modification:	CO2 - to renew the existing agreement with updated rebate schedule
Document Description:	PROVIDE PURCHASING CARD SERVICE		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2017-11-11
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-11-10

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000172239 US BANK NA 10 WEST BROAD ST 12TH FL COLUMBUS OH 43215 US Vendor Contact Phone: 252-335-5634 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Amy Lewis Requestor Phone: (304) 558-2251 Requestor Email: amy.lewis@wvsao.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US	STATE AUDITORS OFFICE 1900 KANAWHA BLVD E CHARLESTON WV 25305-0230 US

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: 12/08/22
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 12/8/2022
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 12/09/2022
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order 2

Change Order No. 2 is issued to renew the original contract according to all terms, conditions, and specifications contained in the original contract including all authorized change orders, except that the standard rebate volume is increased by 10bps per the attached Amendment.

Effective date of renewal: 11/11/2022 - 11/10/2024

Renewal Years/Months Remaining: NONE

No other changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84141602			JOB	0.000000
	Service From	Service To			

Commodity Line Description: CREDIT CARD, CHARGE CARD SERVICES

Extended Description:



State of West Virginia
John B. McCuskey
State Auditor

Office of the State Auditor
State Capitol, Building 1, Suite W-100
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Toll Free: (877) 982-9148
Telephone: (304) 558-2251
Fax: (304) 558-5200
www.wvsao.gov

October 17, 2022

U.S. Bank
Cheryl Mielnicki, Vice President – Relationship Manager
10 West Broad St., 12th Floor
Columbus, OH 43215

Dear Ms. Mielnicki:

The West Virginia State Auditor's Office seeks to renew the existing agreement, CMA AUD1800000001, between the WWSAO and U.S. Bank.

Change Order No. 2 is issued to renew the original contract according to all terms, conditions, and specifications contained in the original contract and all authorized change orders, except that US Bank has agreed to increase the standard volume rebate by 10 bps, per the attached financial proposal.

Effective date of renewal: November 11, 2022 – November 10, 2024

Renewal Years/Months remaining: Zero

No other changes. All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

If your company is in agreement with this renewal, please sign acceptance below and return to my attention at Kelly.Vickers@wvsao.gov

U.S. Bank agrees to renew the contract referenced above for the period stated under the same terms, conditions and pricing as the original contract and all change orders thereto.

Brad Hoffelt

Senior Vice President

Printed Name

Title

E-SIGNED by Brad Hoffelt
on 2022-11-04 19:03:00 GMT

November 04, 2022

Signature

Date

Thank you for your prompt attention to this matter. Please contact me at your convenience should you have any questions.

Sincerely,

Kelly Vickers

Kelly Vickers
Director of Purchasing

AMENDMENT NO. 3

This Amendment No. 3 ("**Amendment**") is between State of West Virginia ("**Customer**") and U.S. Bank National Association ("**Bank**"). The effective date of this Amendment is the date entered above Bank's signature block. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

Recitals

- A. Customer and Bank entered into the Master Agreement as effective November 11, 2017, as amended by Amendment No. 1 Commercial Account Agreement dated October 29, 2019, and U.S. Bank Instant Card Early Adopter Addendum dated April 19, 2021 ("Amendment No. 2") (collectively, the "**Agreement**");
- B. The parties are set to complete the initial Agreement Term on November 30, 2022, and now desire to extend the Agreement Term; and
- C. Customer and Bank desire to modify the Agreement in the manner and on the terms and conditions set forth in this Amendment.

Now, therefore, Customer and Bank agree to the following:

- A. **Agreement Term Extension.** Beginning on the date of Bank's signature, the below section 1 is amended as follows:
 - 1. **Extension.** The Agreement Term is extended and will now expire November 30, 2024.
- B. **Updated Rebate.** Beginning on December 1, 2022, Customer's rebate is adjusted based on the below sections 1 – 2 of this Amendment:
 - 1. **New Table B.** Table B in Section A.5. of U.S. Schedule 2 (Commercial Card Rebate) to the Agreement is replaced with the following:

Table B	
Net Annual Charge Volume	Volume Percentage
\$0.00	1.9350%
\$150,000,000.00	2.0050%
\$200,000,000.00	2.0650%
\$250,000,000.00	2.1150%
\$300,000,000.00	2.1600%
\$350,000,000.00	2.2000%
\$400,000,000.00	2.2050%
\$450,000,000.00	2.2100%
\$500,000,000.00	2.2150%
\$550,000,000.00	2.2200%
\$600,000,000.00	2.2250%
\$650,000,000.00	2.2300%
\$700,000,000.00	2.2350%
\$750,000,000.00	2.2400%
\$800,000,000.00	2.2450%
\$850,000,000.00	2.2500%
\$900,000,000.00	2.2550%

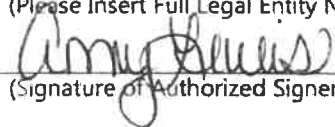
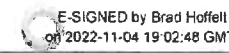
\$950,000,000.00	2.2600%
\$1,000,000,000.00	2.2650%

2. **Update Rebate Registration Information.** Section A.2.e. of U.S. Schedule 2 (Commercial Card Rebate) to the Agreement is replaced with the following:

- e. **Rebate Payment Registration.** Customer shall register to receive rebate payments in the manner prescribed by Bank. Bank will not make any rebate payments until Customer has registered to receive payment. If Customer fails to register by the completion of a Rebate Period, Customer forfeits any payment for that Rebate Period. Customer designates the following person to register Customer:

Rebate Payment Registration	
a) Authorized Person's Name	Amy Lewis
b) Authorized Person's Email Address	Amy.Lewis@wvsao.gov

3. **No Further Modifications; Full Force and Effect Conflicts.** Except as expressly modified in this Amendment, all other terms and conditions of the Agreement are acknowledged by the parties and shall remain in full force and effect. The terms of this Amendment shall control over any inconsistent terms of the Agreement.
4. **Third Party Consent.** Customer represents and warrants to Bank that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Customer has obtained any and all such consents or approvals. Customer will indemnify and hold Bank harmless for any damage that may ensue due to a breach of this representation and warranty.
5. **Authorization and Execution.** This Amendment may be executed and delivered by the parties electronically, and fully executed electronic versions of this Amendment, or reproductions thereof, will be deemed to be original counterparts. The signer represents and warrants that (i) he or she is authorized by an applicable bylaw, article or other corporate authority to enter into this Amendment and all transactions contemplated by this Amendment, and (ii) the signatures appearing on all supporting documents of authority are authentic.

Date: 11/03/2022	Date: November 04, 2022
By Customer:	By Bank:
State of West Virginia (Please Insert Full Legal Entity Name)	U.S. Bank National Association (Please Insert Full Legal Entity Name)
 (Signature of Authorized Signer)	 (Signature of Authorized Signer)
Amy Lewis (Printed Name of Authorized Signer)	Brad Hoffelt (Printed Name of Authorized Signer)
Deputy State Auditor (Printed Title of Authorized Signer)	Senior Vice President (Printed Title of Authorized Signer)

c.v

AMENDMENT NO. 4

This Amendment No. 4 ("**Amendment**") is between State of West Virginia ("**Customer**") and U.S. Bank National Association ("**Bank**"). The effective date of this Amendment is the date entered above Bank's signature block. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

Recitals

- A. Customer and Bank entered into the Master Agreement as effective November 11, 2017, as amended by Amendment No. 1 Commercial Account Agreement dated October 29, 2019, U.S. Bank Instant Card Early Adopter Addendum dated April 19, 2021 ("**Amendment No. 2**"), and Amendment No. 3 dated November 4, 2022 (collectively, the "**Agreement**");
- B. The parties desire to clarify and fix the Agreement Term extension; and
- C. Customer and Bank desire to modify the Agreement in the manner and on the terms and conditions set forth in this Amendment.

Now, therefore, Customer and Bank agree to the following:

- 1. **Updated Agreement Term.** The Agreement Term will expire November 10, 2024.
- 2. **No Further Modifications; Full Force and Effect Conflicts.** Except as expressly modified in this Amendment, all other terms and conditions of the Agreement are acknowledged by the parties and shall remain in full force and effect. The terms of this Amendment shall control over any inconsistent terms of the Agreement.
- 3. **Third Party Consent.** Customer represents and warrants to Bank that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Customer has obtained any and all such consents or approvals. Customer will indemnify and hold Bank harmless for any damage that may ensue due to a breach of this representation and warranty.

CONFIDENTIAL

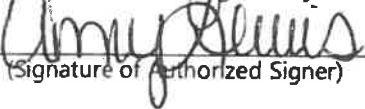
4. **Authorization and Execution.** This Amendment may be executed and delivered by the parties electronically, and fully executed electronic versions of this Amendment, or reproductions thereof, will be deemed to be original counterparts. The signer represents and warrants that (i) he or she is authorized by an applicable bylaw, article or other corporate authority to enter into this Amendment and all transactions contemplated by this Amendment, and (ii) the signatures appearing on all supporting documents of authority are authentic.

Date: 11/29/2022

By Customer:

State of West Virginia

(Please Insert Full Legal Entity Name)


(Signature of Authorized Signer)

Amy Lewis

(Printed Name of Authorized Signer)

Deputy State Auditor


(Printed Title of Authorized Signer)

Date: November 29, 2022

By Bank:

U.S. Bank National Association

(Please Insert Full Legal Entity Name)

 E-SIGNED by Brad Hoffelt
on 2022-11-29 21:53:57 GMT

(Signature of Authorized Signer)

Brad Hoffelt

(Printed Name of Authorized Signer)

Senior Vice President

(Printed Title of Authorized Signer)

C.M