



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: 2019-12-04

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             | Procurement Folder: 299821   |
| Document Name: PROVIDE PURCHASING CARD SERVICE        | Reason for Modification:<br>Change Order No. 1 is issued to add amendment allowing for increase to overall credit limit. |
| Document Description: PROVIDE PURCHASING CARD SERVICE |  |
| Procurement Type: Central Master Agreement            |  |
| Buyer Name: Melissa Pettrey                           |  |
| Telephone: (304) 558-0094                             |  |
| Email: melissa.k.pettrey@wv.gov                       |  |
| Shipping Method: Best Way                             | Effective Start Date: 2017-11-11   |
| Free on Board: FOB Dest, Freight Prepaid              | Effective End Date: 2022-11-10   |

| VENDOR  | DEPARTMENT CONTACT  |
|---|---|
| Vendor Customer Code: 000000172239<br>US BANK NA<br>10 WEST BROAD ST 12TH FL<br><br>COLUMBUS OH 43215<br><br>US<br>Vendor Contact Phone: (252) 335-5634 Extension:<br>Discount Percentage: 0.0000<br>Discount Days: 0 | Requestor Name: Amy Lewis<br>Requestor Phone: (304) 558-2251<br>Requestor Email: amy.lewis@wvsao.gov<br><br><b>20</b><br>FILE LOCATION <u>41854</u> |

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

Purchasing Division's File Copy  Total Order Amount  Open End

**ENTERED**

|  |   |   |
|--|---|---|
| PURCHASING DIVISION AUTHORIZATION<br>SIGNED BY: <i>[Signature]</i><br>DATE: 12/09/19<br>ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM<br>SIGNED BY: <i>[Signature]</i><br>DATE: <i>[Signature]</i><br>ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION<br>SIGNED BY: <i>Beverly Tolson</i><br>DATE: 12-16-19<br>ELECTRONIC SIGNATURE ON FILE |
|--|---|---|

*12/16/19*

*12-9-19  
BAT*

*MKP 12/4/19*

**Extended Description:**

Change Order

Change Order No. 1 is issued to add Amendment No. 1 effective November 1, 2019 to allow for the increase of the overall credit limit of the account, as per the attached document.

No other changes.

| Line | Commodity Code      | Manufacturer      | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|------------|
| 1    | 84141602            |                   |          | JOB  | \$0.000000 |
|      | <b>Service From</b> | <b>Service To</b> |          |      |            |
|      |                     |                   |          |      |            |

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, 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

November 22, 2019

Mike Sheets, Director  
West Virginia Purchasing Division  
2019 Washington St., East  
Charleston, WV 25305

Dear Director Sheets:

The West Virginia State Auditor's Office (WVSAO) has identified the need to increase the overall credit limit for our state Pcard program administered by US Bank. After discussion with US Bank, it was determined the current contract language was not flexible in allowing for an increase over the established \$100,000,000 credit limit. As such, an Amendment to the original terms and conditions was submitted to the WVSAO by US Bank.

The WVSAO accepts the Amendment and asks it be accepted by the WV Purchasing Division as part of CMA AUD1800000001 effective November 1, 2019. The Amendment was signed by all parties on October 29, 2019; however, the WVSAO was pending the change for receipt of the WV Purchasing Affidavit from US Bank, as required by the WV Purchasing Division. All documents have now been received and accepted and we request the contract be amended.

Sincerely,

A handwritten signature in black ink that reads "Kelly Vickers".

Kelly Vickers  
Procurement Administrator



**AMENDMENT NO. 1  
COMMERCIAL ACCOUNT AGREEMENT**

This Amendment No. 1 ("**Amendment**") is entered into by Customer and U.S. Bank. This Amendment is effective on November 1, 2019 ("**Effective Date**").

**RECITALS**

- A. Customer and U.S. Bank entered into the Master Agreement dated September 28, 2017, as supplemented or modified (the "**Agreement**");
- B. Customer desires to expand its program and requires access to more credit under this Agreement; and
- C. Customer and U.S. Bank now desire to modify the Agreement in the manner and on the terms and conditions set forth in this Amendment.

Now, therefore, for and in consideration of the mutual promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to modify the Agreement as follows:

1. **Credit Accounts.** The first sentence of section I.B. (Credit Accounts) of Exhibit B (U.S. Bank's Master Agreement) is hereby deleted in its entirety and replaced with the following sentence:  
  
"U.S. Bank will establish a credit limit of at least one hundred million U.S. Dollars (\$100,000,000.00) and related controls necessary for the Customer Account."
2. **Incorporation.** The recitals provided above are incorporated in this Amendment by reference as if set forth at length.
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 U.S. 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 U.S. Bank harmless for any damage that may ensue due to a breach of this representation and warranty.

**5. Authorization and Execution.** This instrument may be executed and delivered by the parties electronically, and fully executed electronic versions of this instrument, 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 all transactions contemplated by this instrument, and (ii) the signatures appearing on all supporting documents of authority are authentic.

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Date: October 29, 2019


Date: October 29, 2019


**By Customer:**

**By U.S. Bank:**

State of West Virginia  
(Please Insert Full Legal Entity Name)

U.S. Bank National Association

 E-SIGNED by Jeff Waybright  
on 2019-10-29 18:22:20 GMT

 E-SIGNED by Brad Hoffelt  
on 2019-10-29 17:58:22 GMT

(Signature of Authorized Signer)

Jeff Waybright  
(Printed Name of Authorized Signer)

Brad W. Hoffelt

Senior Deputy State Auditor  
(Printed Title of Authorized Signer)

Senior Vice President

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