



State of West Virginia Agency Master Agreement

Order Date: 2020-10-22

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:	AMA 1300 1300 STO1700000002 7	Procurement Folder:	165637
Document Name:	Banking & Depository Services	Reason for Modification:	Change Order No. 5 is issued to renew and incorporate the attached Third Amendment.
Document Description:	Banking & Depository Services		
Procurement Type:	Agency Master Agreement		
Buyer Name:	Shelly Murray		
Telephone:	(304) 341-7089		
Email:	shelly.murray@wvsto.com		
Shipping Method:	Best Way	Effective Start Date:	2017-01-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-12-31

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000213792	Requestor Name:	Alberta Kincaid
BB & T		Requestor Phone:	(304) 341-0723
300 SUMMERS ST		Requestor Email:	alberta.kincaid@wvsto.com
CHARLESTON	WV		
US	25301-1624		
Vendor Contact Phone:	304-348-7078	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE	WEST VIRGINIA STATE TREASURERS OFFICE
322 70TH ST SE	322 70TH ST SE
CHARLESTON	CHARLESTON
WV 25304	WV 25304
US	US

Total Order Amount: Open End

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY : Bryan Archer

DATE: 2020-10-22

ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 5 is issued to renew and incorporate the attached Third Amendment.

Effective date of renewal: 01/01/2021 through 12/31/2021.

Renewals remaining: Two (2)

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000				\$0.00
	Service From	Service To			
	2017-01-01	2021-12-31			

Commodity Line Description: Banking and investment

Extended Description:

PLEASE SEE ATTACHED COST SHEET

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	84120000				\$0.00
	Service From	Service To			
	2017-01-01	2021-12-31			

Commodity Line Description: Banking and investment - Equipment Related Purchase

Extended Description:

PLEASE SEE ATTACHED COST SHEET

THIRD AMENDMENT

to

AGREEMENT

between

BRANCH BANKING AND TRUST COMPANY ("BB&T NOW TRUIST")

and

WEST VIRGINIA STATE TREASURER'S OFFICE ("STO")

This **THIRD AMENDMENT** ("Third Amendment") is made effective January 1, 2021, and amends the Agreement dated October 5, 2016, ("Agreement"), known as **STO1700000002** by and between **BRANCH BANKING AND TRUST COMPANY NOW TRUIST** ("BB&T NOW TRUIST") and the **WEST VIRGINIA STATE TREASURER'S OFFICE** ("STO").

WHEREAS, BB&T now Truist and the STO entered in the Agreement referenced above for certain banking services; and

WHEREAS, the Agreement reserves the right of the STO to amend the Services under the Agreement as mutually agreed between the parties; and

WHEREAS, the parties seek to amend the Agreement by updating the listing of Demand Deposit Accounts managed under this contractual arrangement;

WHEREAS, the parties seek to amend the Agreement to update the Earnings Credit Rate (ECR) and interest rate on the Investment Account as discussed RFP Section 2.2.7 (identified as account 1471); and

WHEREAS, the parties seek to extend the Agreement for an additional year in accordance with the contract term as identified in STO1700000002.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH:

The parties covenant and agree as follows:

1. Demand Deposit Accounts:

As of December 1, 2020, BB&T now Truist agrees to maintain three (3) additional separate demand deposit accounts (DDA), in addition to those

accounts currently managed under STO1700000002, which will be in the name of the West Virginia State Treasurer. Account names will be as follows:


- a. State of West Virginia, Office of the State Treasurer, Credit Card Receipt Account: This account will be used for the sole purpose of receiving credit card batch receipts initiated from a POS terminal, and receiving items returned from those batches.
 - b. State of West Virginia, Office of the State Treasurer, E-Government Receipt Account: This account will be maintained for the sole purpose of receiving funds from credit card payments that are processed over the Internet, and receiving items returned from those transactions for state agencies.
 - c. State of West Virginia, Office of the State Treasurer, L-Government Receipt Account: This account will be maintained for the sole purpose of receiving funds from credit card payments that are processed over the Internet and receiving items returned from those transactions for local governments.
2. **Earnings Credit Rate/Interest Rate on Investment Account:** The Earnings Credit Rate will be 0.25% upon renewal of the term indicated below. The interest rate on the investment account identified as 1471 will be adjusted to the Federal Funds Rate minus a 0.15% variable upon renewal of the term indicated below.
 3. **Renewal Term:** The renewal period of this contract is January 1, 2021, through December 31, 2021.
 4. **Remaining Terms and Conditions:** This Third Amendment constitutes the entire understanding and agreement of the parties with respect to the subject matter and supersedes all prior agreements, written or oral, between the parties with respect thereto. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.
 5. **Execution in Duplicate:** This Third Amendment may be executed in duplicate, each of which shall be considered an original.

WITNESSETH THE FOLLOWING SIGNATURES:

BRANCH BANKING & TRUST CO. NOW TRUIST

<u></u>	<u>SVP</u>	<u>10/13/20</u>
Approval Signature	Title	Date

WEST VIRGINIA STATE TREASURER'S OFFICE:

<u></u>	<u>DT, Purchasing</u>	<u>10/22/2020</u>
Approval Signature	Title	Date

This document was drafted by:
M. Lindsay Marchio, Esq. – WV Bar #12859
West Virginia State Treasurer's Office
322 70th Street SE
Charleston, WV 25304
(304) 340-5023

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: BB&T

Authorized Signature: Michael Heitsch Date: 10/15/2020

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 15 day of October, 2020.

My Commission expires Feb. 6, 2025

AFFIX SEAL HERE

NOTARY PUBLIC



Courtney Pack

Purchasing Affidavit (Revised 01/19/2018)