

PURCHASE ORDER



WV State Treasurer's Office
Bldg. 1, Suite E-145
1900 Kanawha Blvd., E
Charleston, WV 25305

PURCHASE ORDER NO. STO95E

CHANGE ORDER NO. 14

VENDOR:

UNITED BANK, Inc.
 Attn: Larry Salyers, Sr. Vice President
 PO Box 393
 Charleston, WV 25322-0393

 Email: larry.salyers@bankwithunited.com
 Tele: 304.348.8396/ Fax: 304.348.8327

Invoice to:

WV State Treasurer's Office
 Attn: Accts Payable
 Building 1, Suite E-145
 1900 Kanawha Boulevard, East
 Charleston, WV 25305


Ship to:

WV State Treasurer's Office
 Attn: Cash Management Division
 One Players Club Drive
 Charleston, WV 25311

FEIN/SSN:	550249860
FUND:	1322-2014-1300-099-
ACCOUNT NO.	089-07309
DATE:	10/24/13
UC/WC Verify:	YES
SOS Verify:	YES
i-Comp Verify:	YES
DOA TEAM ID#	709035113
FIMS ID#	36379

Quantity	Description	Unit Price	Total
	Change Order No. 14		
	The purpose of this Change Order is to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.		
	Effective dates of renewal: 7/1/13 through 6/30/14		
		TOTAL	

By:  _____
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

GENERAL COUNSEL:  _____ DATE: _____

**WV STATE TREASURER'S OFFICE
PURCHASE ORDER/CONTRACT
GENERAL TERMS & CONDITIONS**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the West Virginia State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under STO Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The STO may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE:** Prices are those stated in this order. Unit prices shall prevail in case of discrepancy. No price increases will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. All goods/services are considered F.O.B. destination unless alternate shipping terms are clearly identified in the purchase order. Buyer will make no payment(s) to the Seller until the goods/services are received **and** accepted by the Buyer.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract/purchase order is automatically null and void, and is terminated without further order unless otherwise specified by the STO.

**THIRTEENTH AMENDMENT
to
AGREEMENT
between**

**UNITED BANK, INC.
and
WEST VIRGINIA STATE TREASURER'S OFFICE**

THIS THIRTEENTH AMENDMENT ("Thirteenth Amendment") is made effective the 1st day of July 2013 and amends the Agreement dated January 1, 2000, known as Purchase Order No. STO95E ("Agreement") by and between United Bank, Inc. ("Bank") and the West Virginia State Treasurer's Office ("Treasurer's Office").

WHEREAS, the Bank and the Treasurer's Office entered into that certain Agreement for depository services; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional year.

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH: That for and in consideration as previously stated, the parties covenant and agree as follows:

1. **Extension:** The Agreement shall be extended for the period July 1, 2013 through June 30, 2014.
2. **Remaining Terms and Conditions:** All remaining terms and conditions of the Agreement, as amended, shall remain in full force and effect during this extension.
3. **Extension in Duplicate:** This Extension may be executed in duplicate, each of which shall be considered an original.

WITNESS THE FOLLOWING SIGNATURES:

UNITED BANK, INC.

By: 

Title: Senior VP

Date: 10/23/2013

WEST VIRGINIA STATE TREASURER'S OFFICE

By: 

Title: Asst. State Treasurer

Date: 10-25-13

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: United Bank

Authorized Signature: [Signature] Date: 10/23/13

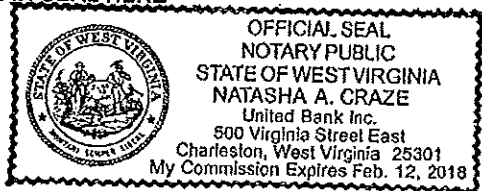
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 23 day of October, 2013

My Commission expires February 12, 2018

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)