



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: 2016-08-22

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

V2

Order Number: CMA 1200 1200 AUD115000A	Procurement Folder: 196104
Document Name: RE-ISSUE OF CMA AUD115000	Reason for Modification: Change Order # 1 issued as an administrative change to correct the One Card Addendum A attachment per Change Order # 3 of the original contract AUD115000.
Document Description: PROVIDE PURCHASING CARD SERVICES	
Procurement Type: Central Master Agreement	
Buyer Name: Linda Harper	
Telephone: (304) 558-0468	
Email: linda.b.harper@wv.gov	Effective Start Date: 2010-11-11
Shipping Method: Best Way	Effective End Date: 2017-11-10
Free on Board: FOB Dest, Freight Prepaid	

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000104806 CITIBANK NA 388 GREENWICH ST NEW YORK NY 10013 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Susan Cunningham Requestor Phone: (304) 558-2251 Requestor Email: susan.cunningham@wvsao.gov 17 FILE LOCATION 34694

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
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Purchasing Division's File Copy

ENTERED

APPROVED

LBH 8/22/2016

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: 8/23/16 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>[Date]</i> ELECTRONIC SIGNATURE ON FILE	ENDORSEMENT CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: AUG 26 2016 ELECTRONIC SIGNATURE ON FILE
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State of West Virginia

Lisa A. Hopkins

State Auditor

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

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

August 22, 2016

Mr. Mike Sheets, Assistant Director
West Virginia Purchasing Division

Re: Citi AUD115000A CO#1

Mr. Sheets,

The WV Auditor's Office would like to request change order # 1 to AUD115000A in order to replace the One Card Addendum A to the contract documents. The wrong paperwork was submitted in error, the correct paperwork should have the ATM Cash Advance Fee \$5.00 and the Cash Advance from Teller Fee 2% of Withdrawal which was completed on Change Order #3 of AUD115000 contract. Attached you will find the correct One Card Addendum A for The State of West Virginia that contains the ATM Cash Advance Fee and Cash Advance from Teller Fee 2% of Withdrawal.

If you have any questions or need additional information, please call me at 304-558-2261 X2157

With many thanks,

A handwritten signature in black ink, appearing to read "Susan Cunningham".

Susan Cunningham
Procurement Officer

One Card Addendum A for The State of West Virginia

This Addendum A is an integral part of the Citibank One Card Agreement. This Citibank One Card Program is corporate liability with central bill and central payment.

Spending Limit: \$100,000,000 (subject to change by the Bank)

1. Fees and Charges

Annual Membership Fee:	WAIVED
Transaction Fee:	N/A
Convenience Check Fee:	(Not included per West Virginia request)
Convenience Check Stop Payment Fee:	(Not included per West Virginia request)
ATM Cash Advance Fee:	\$5.00
Cash Advance from Teller Fee:	2% of Withdrawal
\$350,000 Common Carrier Insurance:	No Charge
\$1,500 Los Luggage Insurance:	No Charge
Returned Check Fee:	\$10
Implementation Fee (one site):	No Charge*
Implementation Training Fee (one site):	No Charge*
Foreign Transaction Fee:	The Bank will pass along all charges assessed by the bankcard associations. In addition, the Bank will charge a fee of 1%.
Report Fee (Standard Reports):	N/A
CitiDirect or Adhoc Reporting (web-based):	N/A
Reporting Training Fee (one site):	No Charge
Flat File or Standard EDI File Fee (one file):	No Charge
Additional Files:	No Charge
Custom File Programming:	\$225/hr.
Standard Card Design:	No Charge
Custom Card Design:	No Charge

2. Payment Due Date

Payment in full is due 25 days after billing statement date.

3. Late Payment Interest Rate

For the State: Per West Virginia Code.

For Non-State Liability Participating Entities: Basis for Variable Rate: Prime Rate plus 2% per annum. Adjustment frequency: Monthly. Prime Rate is the Citibank, N.A. "Prime Rate" published in The Wall Street Journal on the applicable date as such rate may change from time to time.

4. Pricing

The pricing term for this Agreement shall be effective for five (5) years from the date hereof or for the term of this Agreement, whichever time is shorter. Citibank will honor pricing for the State's option years, beyond the initial five (5) year contract term.

5. Rebates

The State of West Virginia and Non-State Liability Participating Entities shall be eligible for rebates according to the rebate parameters set forth below. Pricing is inclusive of any financial support that may be provided by the Bankcard Associations. Transactions associated with reduced large ticket interchange will receive 50 basis points rebate. The combined sales volume for the State, State Liability Participating Entities and all Non-State Liability Participating Entities of regular and large ticket transactions will determine the sales volume tier for sales volume. Rebate payments will be remitted to the State of West Virginia or the applicable Non-State Liability Participating Entities quarterly. The sales volume at each rebate period will be annualized to determine the appropriate sales volume threshold for basis point calculation. At the end of each 12 month period, actual annual sales volume will be determined beginning with the first day of the 12 month period and the necessary adjustments will be made and included in the final quarter's payment. The method for calculating the payment performance is based on the monthly pay date for each month in the quarter. The annual sales volume will be calculated as purchases less returns, credits, cash advances and convenience checks. Rebates are net of all credit losses and, upon a Termination Event, net of the full outstanding balance due from the Company under this Agreement and any other commercial card program between the Bank and Company or any of Company's Affiliates. The Bank reserves all rights of setoff under applicable law.

If cost of funds varies significantly, pricing is subject to change. For every twenty five (25) basis points increase in the Base Fed Funds rate, the Rebates outlined below will be reduced by two and one half (2.5) basis points. Base Fed Funds rate is that rate which is effective as of August 23, 2010