

# Purchase Order



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

PURCHASE ORDER NO.  
 AUD115000

PAGE  
 1

BLANKET RELEASE  
 00

CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

INVOICE TO

STATE AUDITOR'S OFFICE  
 BUILDING 1, ROOM W100  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV 25305-0230

CHANGE ORDER  
 2

**12**  
 FILE LOCATION 22451

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

VENDOR

\*802152658 302-683-4295  
 CITIBANK NA  
 701 EAST 60TH ST NORTH  
 SIOUX FALLS SD 57117

SHIP TO

STATE AUDITOR'S OFFICE  
 BUILDING 1, ROOM W100  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV 25305-0230 558-2251

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
04/10/2012	NET 30	460358360	
SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL
LINE	QUANTITY	UOP	VENDOR ITEM NO.
	DELIVERY DATE	CAT NO.	ITEM NUMBER
			CHANGE ORDER #02
Purchasing Division's File Copy THIS CHANGE ORDER IS ISSUED TO: AMEND AGREEMENT TERMS FOR CASH ADVANCES AND FOLIO DATA. REPLACE ADDENDUM A WITH THE ATTACHED REVISED ADDENDUM A ***** NO ADDITIONAL CHANGES *****			
<b>ENTERED</b>			
PREVIOUS PO TOTAL==>		OPEN END	
PO NET CHANGE (+)==>			

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED  
 APR 16 2012  
*Beverly Tolson*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *4/10/12 BT*

OPEN END  
 TOTAL

*Raymond Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

*4-13-12 BT*

BUYER 41 304-558-0492  
 BY *Krista S. Turrell* 04/13/12  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State 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 Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase 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.
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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



Citibank, N.A.

P.O. Box 6000  
Sioux Falls, SD 57117-6000

February 7, 2012

Office of the Auditor  
Glen B. Gainer III  
State Capitol, Building 1  
Charleston, WV 25305

IN RE: Modification of Commercial Cards Contract between State of West Virginia and Citibank, N.A.

Dear Mr. Gainer:

Reference is made to that certain Contract for Credit Card and Charge Card Services as set forth on Purchase Order No. AUD115000 dated August 23, 2010 (the "Agreement") between the State of West Virginia Department of Administration, Purchasing Division (the "State") and Citibank, N.A. (formerly, Citibank (South Dakota), N.A.) ("Citibank"). The State has advised Citibank that the State requires access to cash advances in connection with the one card program under the Agreement.

Based on the foregoing, the State and Citibank hereby amend the Agreement as follows:

1. The following terms apply with respect to all cash advances provided under the program:
  - (a) A portion of a Cardholder's spending limit will be available for cash advances at automated teller machines ("ATMs") that accept the Card. In order for Cardholders to obtain cash at any ATM, Citibank will provide a Cardholder with a personal identification number. In addition to obtaining cash advances at ATMs, a Cardholder may receive cash advances from financial institutions that honor the Card, subject to local restrictions, the relevant financial institution's policies and the amount of the Cardholder's available cash advances.
  - (b) Citibank will add an additional fee for each cash advance transaction obtained through an ATM, or at a financial institution without using an ATM, as set out in Addendum A. The other financial institution may levy additional charges.
2. The following terms apply with respect to folio data made available under the program:

- (a) Citibank will provide to the State monthly, or as often as requested, information obtained by the Citibank about Accounts opened pursuant to this Agreement. This information can include Account status, any Account delinquency information, and charge activity. The information also can include detailed information about specific items or services purchased or paid for using the Account, including information obtained from merchants that accept the Card itemizing the components of the transaction with the merchant ("Folio Data").
- (b) The State acknowledges and agrees that Citibank is providing the Folio Data to the State for the purpose of processing billing for expense reporting and statistical analysis. Any disclosure by the State of Folio Data to a third party shall be solely in connection with the State's efforts to effectuate the foregoing purposes.

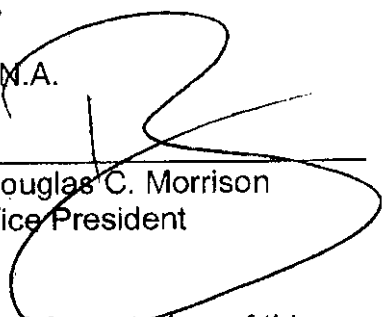
3. Addendum A to the Agreement is hereby deleted in its entirety and the Addendum A attached hereto is inserted in lieu thereof.

Citibank looks forward to the continued strong relationship established with the State and developing creative solutions to continue growing the program. Please acknowledge your agreement with the foregoing by signing the enclosed copy of this letter in the place provided below and return an originally executed copy to Citibank, N.A., Attn: Louise Sandoval, 701 E. 60th St. North, Sioux Falls, South Dakota 57117.

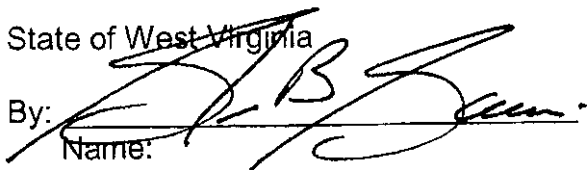
Thank you for your consideration of this request and do not hesitate to contact Robert Robbins if you have any questions. Mr. Robbins can be reached at 302-683-4295 or by email at [robert.s1.robbins@citi.com](mailto:robert.s1.robbins@citi.com).

Sincerely,

Citibank, N.A.

By:   
 Name: Douglas C. Morrison  
 Title: Vice President

Agreed and Accepted as of this  
 \_\_\_ day of February, 2012

State of West Virginia  
 By:   
 Name:  
 Title:

# 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

Per West Virginia Code

### 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 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 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 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 State under this Agreement and any other commercial card program between the Bank and State or any of State's Affiliates. The Bank reserves all rights of setoff under applicable law.

If significant changes in interest rates arise or if market disruption affects the Bank's ability to raise funds in the market and if laws or regulations in any jurisdiction (or their interpretation thereof) should change, and such change has a material adverse effect on either the income or the costs of the Bank, the Bank shall be entitled to review the rebate offered below. However, the percentage change in the rebate offer shall not exceed five percent (5%) of the total rebate value for the Term.

One Card Annual Sales Volume Tiers	Cycle	30	30	30	30
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(excludes large ticket rebate 50bps)	Grace	3**	7	19***	25*
< \$325,000,000		1.83%	1.79%		1.61%
\$325,000,000 to \$349,999,999		1.85%	1.81%		1.63%
\$350,000,000 to \$374,999,999		1.86%	1.82%		1.64%
\$375,000,000 to \$399,999,999		1.87%	1.83%		1.65%
\$400,000,000 to \$424,999,999		1.88%	1.84%		1.66%
\$425,000,000 +		1.89%	1.85%		1.67%

- \* Subject to Increase based on the Early Payment Incentive
- \*\* 3 day grace period cycle requires electronic billing statements
- \*\*\* Current Payment Performance Cycle
- \*\*\*\* Citi is offering the State of West Virginia 50bps for large ticket items

**Example of Actual Rebate based on Spend Cycle**

One Card Annual Sales Volume Tiers	Cycle	30	30	30	30
(excludes large ticket rebates 50bps)	Grace	3	7	19	25
< \$325,000,000		\$5,947,500	\$5,817,500	\$5,275,000	\$5,232,500
\$325,000,000 to \$349,999,999		\$6,475,000	\$6,335,000	\$5,815,000	\$5,705,000
\$350,000,000 to \$374,999,999		\$6,975,000	\$6,825,000	\$6,275,000	\$6,187,500
\$375,000,000 to \$399,999,999		\$7,480,000	\$7,320,000	\$6,780,000	\$6,680,000
\$400,000,000 to \$424,999,999		\$7,990,000	\$7,820,000	\$7,290,000	\$7,182,500
\$425,000,000 +		\$9,425,000*	\$9,250,000*	\$8,650,000	\$8,550,000*

Note: Rebate is based on the highest spend within tier  
 \*\$500,000,000 used as spend volume

6. **Early Payment Incentive:** As set forth above as a note to the Rebate Schedule, for payments made as early as the third day after the billing statement date, Contractor shall add one (1) basis point for every day early (prior to day 25) that the State remits payment. For payments received from day 26 through day 35, Contractor shall decrease one (1) basis point for each day up through day 35. Sales volume associated with a payment received after day 35 will not qualify for rebates.
7. **Signing Incentive:** Citibank will not be providing a Signing Incentive.
8. **Large Ticket Rebate:** Citi is offering the State 50bps rebate on all large ticket items.



# State of West Virginia

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

Glen B. Gainer III  
State Auditor

Telephone: (304) 558-2251  
FAX: (304) 558-5200  
Internet: [www.wvsao.gov](http://www.wvsao.gov)

March 15, 2012

Mr. Mike Sheets, Assistant Director  
West Virginia Purchasing Division

Re: Citi AUD115000 CO#2

Mr. Sheets-

As per attached, the WWSAO and Citi have agreed to amend Citi AUD115000 under this change order #2 and request you review and process as quickly as possible.

As reflected in the attached documentation, this change order addresses the terms for cash advances, the terms that may apply to folio data, and to also replace the current Addendum A with a new version, Addendum A - 00651847.DOCX.

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 that reads "Susan J. Cunningham". The signature is fluid and cursive, with a large loop at the end.

Susan Cunningham  
Services Administrator


## Workers' Compensation Insurance Coverage Validation

## Select Search Criteria

Employer Name

 Contains  Starts With

Coverage/Injury/Illness Date (mm/dd/yyyy)


 (Default = Today's Date)

OR

Federal Employer Identification Number

460358360

Coverage/Injury/Illness Date(mm/dd/yyyy)

 (Default = Today's Date)

Policy Number

Employer Name

FEIN

There were no records found matching your search criteria, which was employer FEIN of **460358360** and coverage/injury/illness date of **04/03/2012**.

**Search Tips**

- Confirm the spelling of the Employer Name.
- Certain words are ignored, such as 'an','or','the' in the "contains" search only. Refer to the Application's Help for a complete list.
- Special characters (hyphens, commas, slashes, and other punctuation marks) are ignored.
- Refer to the Application's Help for additional suggestions on search options.

Not able to find the information required? This does not necessarily mean that coverage does not exist. For additional help with verifying workers' compensation coverage in West Virginia, contact the West Virginia Offices of the Insurance Commissioner at 1-888-TRY-WVIC (879-9842).



## UC/WC Defaulted Accounts Search Results

Sorry, no records matching your criteria were found.

FEIN: 460358360

Business name:

Doing business

as/Trading as:

Please use your browsers back button to try again.

<a href="#">WorkforceWV</a>	<a href="#">Unemployment Compensation</a>	<a href="#">Offices of the Insurance Commissioner</a>
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[Home](#) | [Agents](#) | [Companies](#) | [Consumers](#) | [Workers' Comp](#)

[Site Search](#)



**You searched for:**

FEIN: **460358360**

Business Name:

Doing Business As/Trading As:

**Results Found: 0**

[Printable View](#)

No Results Found. Please try your search again.

[About Us](#) | [Contact](#) | [Privacy Policy](#)



CHUNKY ENTERPRISES LLC	FUSCARDO JR, RALPH	WEIRTON	WV
CINCO DE MYERS LLC	MYERS, BRENDA	VIENNA	WV
CINCO DE MYERS LLC	MYERS, TIMOTHY	VIENNA	WV
CINCO DE MYERS LLC	,	VIENNA	WV
CIRCLE MAINTENANCE INCORPORATED	HALL, JAMES	MORGANTOWN	WV
CIRCLE MAINTENANCE INCORPORATED	STRAIGHT, PATSY	MORGANTOWN	WV
*CJ) CONTRACTING LLC	JUSTICE, CAMERON	CRUM	WV
CK GROUP INC	SHELHAMMER, JEAN	BRIDGEPORT	WV
CLARK & DAVIES EXCAVATING AND CONSTR INC	CLARK, JAMES	MARTINS FERRY	OH
CLARK & DAVIES EXCAVATING AND CONSTR INC	,	MARTINS FERRY	OH
CLARK CHARLES H	CLARK, CHARLES	HARPERS FERRY	WV
CLARK CONSTRUCTION OF THE VIRGINIAS LLC	,	PRINCETON	WV
CLARK CONSTRUCTION OF THE VIRGINIAS LLC	CLARK, COREY	PRINCETON	WV
CLASSIC STYLES INC	,	ELKVIEW	WV
CLASSIC STYLES INC	ELMORE, DAWN	ELKVIEW	WV
CLASSIC TILE LLC			

\*C.tibank NA

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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 the debt owned is an amount greater than one thousand dollars in the aggregate

**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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Citibank, N.A.

Authorized Signature: [Signature] Date: 04/04/18

State of SD

County of Minnehaha, to-wit:

Taken, subscribed, and sworn to before me this 4<sup>th</sup> day of April, 2018.

My Commission expires March 13, 2018.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

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# UNSPSC Sheet

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**AUD115000\*\*02**

84141602 Credit card service providers

**State of West Virginia  
Purchasing Division  
PURCHASE REQUISITION**



Requisition No. <b>AUD 115000</b>	Buyer	Requisition Date <b>03/12/12</b>
Agency/Invoice To:  <b>WV State Auditor's Office Bldg 1 Suite W-100 1900 Kanawha Blvd. E Charleston WV 25305 Attention: Susan Cunningham</b>	TEAM Code	WV FIMS Document#
Agency/Ship To:  <b>WV State Auditor's Office Bldg 1 Suite W-100 1900 Kanawha Blvd. E Charleston WV 25305 Attention: Susan Cunningham</b>	TEAM Code	Suggested Vendors: 1. 2. 3.  <i>Additional Vendors on Reverse Side</i>
<b>THIS SECTION ONLY FOR:</b> <i>Releases, Direct Purchase, Emergency Purchases &amp; Agreements</i> Vendor Name and Address:  <b>CITIBANK NA 701 E 60TH ST N PO BOX 6125 SIOUX FALLS, SD 57117-6125 Attn: Robert Robbins</b>		Commodity Code: _____  Instructions:
WV FIMS Vendor # <b>306736</b>	TEAM Vendor #	
Terms	F.O.B.	

Item No.	Quantity	Description	Unit Price	Amount
		<b>PURCHASING CARD SERVICES</b>		
		Type of Purchase <b>CHANGE ORDER #2</b>		
1		AMEND AGREEMENT TERMS FOR CASH ADVANCES		
2		AMEND AGREEMENT TO INCLUDE TERMS THAT MAY APPLY TO FOLIO DATA		
3		REPLACE PRIOR VERSION OF ADDENDUM A WITH NEW VERSION OF ADDENDUM A: 00651847.DOCX		

Authorized Signature: <i>Susan Cunningham</i>  Title: <b>Services Administrator</b>  Telephone: <b>304-558-2261 X2157</b>	Total Estimated Value of this Requisition: <b>OPEN END</b>  Maximum Budgeted Amount: <b>OPEN END</b>  www.state.wv.us/admin/purchase
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*\* Discussed w/ Director*

*0-16  
was  
0-1/02/12*