



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: 2016-04-14

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

12

Order Number: CMA 1200 1200 AUD115000	Procurement Folder: 844
Document Name: CHANGE ORDER #4 - To CANCEL AND RE-ISSUE	Reason for Modification:
Document Description: PROVIDE PURCHASING CARD SERVICES	Change Order #4 issued to correct the original effective start date of the contract and to cancel CMA AUD115000 in its entirety and re-issue as CMA AUD115000A
Procurement Type: Central Master Agreement	
Buyer Name: Frank Whittaker	
Telephone: (304) 558-2316	
Email: frank.m.whittaker@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2010-11-11
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2015-11-10

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000189548 CITIBANK NA 701 EAST 60TH ST NORTH  SIOUX FALLS SD 57117  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  <b>16</b> FILE LOCATION <u>33771</u>

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

Purchasing Division's File Copy

Total Order Amount	Open End
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4-20-16  
BAW

2BH 4/18/2016

**ENTERED**

<b>PURCHASING DIVISION AUTHORIZATION</b> SIGNED BY: <i>[Signature]</i> DATE: 4/20/16 ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> SIGNED BY: <i>[Signature]</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> SIGNED BY: <i>[Signature]</i> DATE: 4-28-16 ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

Change Order # 4 issued to correct the original effective dates of the contract entered erroneously in the conversion document.

Original Effective Dates: 11/11/2010 - 11/10/2015

Also, to cancel CMA AUD115000 in its entirety and re-issue as CMA AUD115000A to correct the tax identification number on the contract.

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:**

**Citibank, N.A.**  
701 E. 60th St. North  
Sioux Falls, SD 57117



February 22, 2016

Office of the Auditor  
Susan Cunningham  
State Capitol, Building 1  
Charleston, WV 25305

Re: Vendor Identification Number for Citibank, N.A. Purchase Order  
AUD115000

Dear Ms. Cunningham:

Citibank, N.A. ("Citibank") currently has a Commercial Card Program Vendor ID with the State of West Virginia of 189548 which is currently associated with Tax ID #460358360. The entity Citibank, N.A. with Tax ID #460358360 never existed and should be removed from your Vendor records. The entity Citibank, N.A. with Tax ID #135266470 and Vendor Number #104806 is the entity to which contract AUD115000 should be assigned. Please update your records to reflect the correct entity and Tax ID.

Thank you for your consideration of this request and please do not hesitate to contact Robert Robbins if you have any questions. Mr. Robbins can be reached at 302-323-3894 or by email at [robert.s1.robbins@citi.com](mailto:robert.s1.robbins@citi.com).

Sincerely,

A handwritten signature in black ink, appearing to read "G. Latif-Schmitt". The signature is fluid and cursive, written in a professional style.

Citibank, N.A.  
Name: Gonca M. Latif-Schmitt  
Title: Managing Director

**Citibank, N.A.**  
701 E. 60th St. North  
Sioux Falls, SD 57117



November 2, 2015

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

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

Dear Mr. Gainer:

Citibank, N.A. ("Citibank") appreciates the commercial card business with the State of West Virginia (the "State") through the State Auditor's Office. The State's program has continued to experience strong growth and we believe that the relationship with Citibank can continue to assist the State in achieving its program goals. We are closing in on the end of Citibank's existing five year contract (Contract for Credit Card and Charge Card Services as set forth on Purchase Order No. AUD115000 dated August 23, 2010) with the State (as amended, the "Contract"). The Contract also allows for two (2) one (1) year option periods, which if exercised upon mutual consent, would extend the Contract through November 10, 2017.

The purpose of this letter is to propose a modification to the existing terms of the Contract to ensure uninterrupted program progress through the original Contract term and the two option periods ending on November 10, 2017. Specifically, we are proposing to eliminate the option periods provided for in the Contract, and instead enter into a modification to extend the original Contract term through November 10, 2017, in order to allow the State's program management team to dedicate their full attention to program expansion.

We understand that you have had discussions with Robert Robbins, Director, Sales and Program Management- Citibank Commercial Cards, regarding proposed modifications to the Contract. In connection with these discussions with Mr. Robbins, Citibank hereby proposes the following specific offerings for the Contract modification:

- Eliminate the concept of option periods provided for in the original Contract, and instead extend the original Contract term through November 10, 2017.

**Citibank, N.A.**  
701 E. 60th St. North  
Sioux Falls, SD 57117

- Product line continues to be an Integrated Card program permitting any combination of Purchase, Travel and Fleet. These transactions would qualify for rebate according to the modified pricing as set forth in Attachment A.
- Increase the Sales Volume basis points by 2 for the top two spend tiers of \$400,000,000-\$424,999,999 and \$425,000,000 and greater.
- All other terms would remain the same as provided for in the original Contract and amendments/change orders 1, 2 and 3.
- The proposed modified pricing is attached hereto as Attachment A and would be effective with transactions starting November 11, 2015 to the extent a modification reflecting the above-noted details is executed between Citibank and the State by November 6, 2015.

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. In the alternative, if the proposal contained in this letter is agreeable to the State, please provide Mr. Robbins (contact information below) with a Change Order amendment reflecting the above-noted revised terms.

Please note that the information in this letter and Attachment A is provided to the State with the explicit understanding that it is proprietary and confidential to Citibank. Please also note that this letter and Attachment A may only be circulated within your organization among persons responsible for the business relationship between the State and Citibank.

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 302-323-3894 or by email at [robert.s1.robbins@citi.com](mailto:robert.s1.robbins@citi.com).

Sincerely,

Citibank, N.A.



By: \_\_\_\_\_

Name: Gonca M. Latif-Schmitt  
Title: Managing Director

**ATTACHMENT A**

**Pricing Overview**

Citi is pleased to provide The State of West Virginia with a competitive and transparent financial incentive proposal for the State's One Card Program. We understand the critical importance of the State's existing One Card Program and the tremendous budgetary constraints all States and local governments are managing.

**5. 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.

**Citibank, N.A.**  
 701 E. 60th St. North  
 Sioux Falls, SD 57117

One Card Annual Sales Volume Tiers (excludes large ticket rebates 50bps)	Cycle Grace	30 3	30 7	30 19	30 25
< \$325,000,000		\$5,947,500	\$5,817,500	\$5,427,500	\$5,232,500
\$325,000,000 to \$349,999,999		\$6,475,000	\$6,335,000	\$5,915,000	\$5,705,000
\$350,000,000 to \$374,999,999		\$6,975,000	\$6,825,000	\$6,375,000	\$6,187,500
\$375,000,000 to \$399,999,999		\$7,480,000	\$7,320,000	\$6,840,000	\$6,680,000
\$400,000,000 to \$424,999,999		\$8,075,000	\$7,905,000	\$7,395,000	\$7,140,000
\$425,000,000 +		\$9,550,000*	\$9,350,000*	\$8,750,000*	\$8,450,000*

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  
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: Citibank, N.A.

Authorized Signature: \_\_\_\_\_ Date: 11/02/15

State of South Dakota

County of Minnehaha, to-wit:

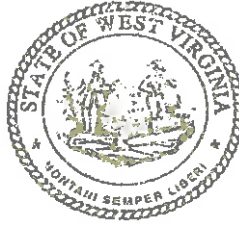
Taken, subscribed, and sworn to before me this 2nd day of November, 2015.

My Commission expires 03/12/18, 2018.

AFFIX SEAL HERE  
LOUISE M. SANDOVAL  
Notary Public  
South Dakota  
SEAL

NOTARY PUBLIC Louise M. Sandoval





STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION

EARL RAY TOMBLIN  
GOVERNOR

DAVID TINCHER, CPPO  
PURCHASING DIRECTOR

## MEMORANDUM

**TO:** MEMO TO FILE  
**FROM:** Linda  
**DATE:** March 3, 2016  
**SUBJECT:** Associated Procurement Folders

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This cancellation is part of a cancellation and reissue of a contract originating from the Centralized Master Agreement, CMA 1200 AUD115000, Purchasing Card Services for the Auditor's Office, , Procurement Folder 844. The vendor acquired a FEIN and submitted the proper documents creating a need for the contract cancellation and reissue resulting in separate procurement folder and award document number.s

To obtain the entire contract file for this transaction, the following associated contract files must be included:

<u>Procurement Folder</u>	<u>Award Document</u>
844	CMA 1200 AUD115000
196104	CMA 1200 AUD115000A