



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

Purchase Order

PURCHASE ORDER NO.
 AUD052942

PAGE
 1

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CHANGE ORDER

06

1378

INVOICE TO
 ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

VENDOR
 *802152658 561-702-6359
 CITIGROUP
 8110 GATEHOUSE ROAD #300E
 FALLS CHURCH VA 22042

SHIP TO

Purchasing Division's File Copy
 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
11/04/2005	NET 30	460208961	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
					ELJ
					WV STATE PURCHASING DIVISION ADMINISTRATION UNIT CERTIFIED ENCUMBERED
					NOV 10 2005
					<i>Beverly Toler</i>
					SCANNED
					ENTERED
					<i>[Signature]</i>
					RETURNED TO BUYER DATE: NOV 15 2005
					OPEN END
					TOTAL

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

Dawn Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY BETTY FRANCISCO 304-558-0468
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 acceptance 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, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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*802152658 561-702-6359
 CITIGROUP
 8110 GATEHOUSE ROAD #300E
 FALLS CHURCH VA 22042

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

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11/04/2005		NET 30		460208961			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	ANNUAL MEMBERSHIP FEE				WAIVED		
	\$350,000 COMMON CARRIER INSURANCE				NO CHARGE		
	\$1,500 LOST LUGGAGE INSURANCE				NO CHARGE		
	IMPLEMENTATION FEE				NO CHARGE		
	IMPLEMENTATION TRAINING FEE				NO CHARGE		
	REPORT FEE (STANDARD REPORTS):				N/A		
	CITIDIRECT OR ADHOC REPORTING				N/A		
	(WEB-BASED)						
	REPORTING TRAINING FEE				NO CHARGE		
	FLAT FILE OR STANDARD EDI FILE FEE				NO CHARGE		
	(ONE FILE PER PROGRAM)						
	ADDITIONAL FILES				BILLED AT COST		
	STANDARD CARD DESIGN				NO CHARGE		
	CUSTOM CARD DESIGN				ONE CUSTOM CARD		
			AT NO COST, ADDITIONAL CUSTOM				
			CARDS BILLED AT COST				
0001		EA			.00000		
	05/29/2005		946-35				
	PURCHASING CARD SERVICES FOR THE STATE OF WV						

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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	EXHIBIT 3						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 10, 2005, AND EXTENDS FOR A PERIOD OF THREE (3) YEARS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

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V E N D O R
 *802152658 561-702-6359
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S H I P T O
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SHIP VIA BEST WAY	F.O.B. DESTINATION	FREIGHT TERMS PREPAID	ACCOUNT NUMBER MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
<p>NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>					

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
	THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						

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Attachment A - Page 1 of 2
Financial / Revenue Proposal

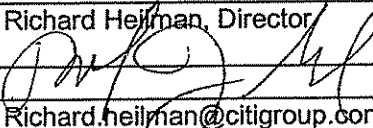
Rebate Proposal

Qualifying Annual Volume (1) (2)			Rebate Percentage				
			Monthly (3) (4)	Semi-Monthly (twice per month) (3) (4)	Bi-Weekly (Every two weeks) (3) (4)	Weekly (3) (4)	Daily (3) (4)
\$0.00	-	\$24,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$25,000,000	-	\$49,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$50,000,000	-	\$74,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$75,000,000	-	\$99,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$100,000,000	-	\$124,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$125,000,000	-	\$149,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$150,000,000	-	\$174,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$175,000,000	-	\$199,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$200,000,000	-	\$224,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$225,000,000	-	\$249,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$250,000,000	-	\$274,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$275,000,000	-	\$299,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$300,000,000	-	\$324,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$325,000,000	-	\$349,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$350,000,000	-	\$374,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$375,000,000	-	\$399,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$400,000,000	-	\$424,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$425,000,000	-	\$449,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$450,000,000	-	\$474,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$475,000,000	-	\$499,999,999	1.45%	1.63%	1.63%	1.76%	1.83%
\$500,000,000	-	And above	1.45%	1.63%	1.63%	1.76%	1.83%

Rebates are based upon the follow terms:

- (1) The vendor will pay an increasing purchase card volume rebate based on increasing increments of volume and decreasing payment cycles.
- (2) Volume is the aggregate of purchases from all agencies during the standard payment cycle.
- (3) The standard payment cycle is on a monthly basis with a due date of 25 days after the billing cutoff.
- (4) Rebates shall be based on the average monthly payment performance of each separate agency/billing office.

The vendor must clearly identify on the following pages (s) all other sources of revenue to be considered or costs that must be must deducted from the gross rebate.

Vendor Name	Citibank
Business Address	8110 Gatehouse Road, Falls Church, VA
Telephone Number	(703) 289 – 7508
Web site	www. Citibank.com
Printed Name of Authorized Person, Title	Richard Heilman, Director
Authorized Signature, Date	 7/19/05
Email address	Richard.heilman@citigroup.com

Attachment A - Page 2 of 3
Financial / Revenue Proposal

Costs and revenue sources not identified in this financial / revenue proposal shall not be considered in the award. The vendor must address hidden costs/revenue in the space below. Use additional pages (sequentially number and explicitly referring to this page) if necessary.

1. Fees and Charges

Annual Membership Fee:	WAIVED
Convenience Check Fee	\$5.00 plus 4.5% of transaction n/a
Convenience Check Stop Payment Fee	\$20 n/a
Returned Check Fee	\$10 n/a
ATM Cash Advance Fee	\$5.00 n/a
Cash Advance from Teller Fee	2% of Withdrawal n/a
\$350,000 Common Carrier Insurance	No Charge
\$1,500 Lost Luggage Insurance	No Charge
Implementation Fee:	No Charge
Implementation Training Fee:	No Charge
Report Fee (Standard Reports):	N/A
CitiDirect or Adhoc Reporting (web-based):	N/A
Reporting Training Fee:	No Charge
Flat File or Standard EDI File Fee (one file per program):	No Charge
Additional Files:	Billed at Cost
Custom File Programming	\$150/hr n/a
Standard Card Design	No charge (includes in-line graphics/hot stamp)
Custom Card Design	One custom card at no cost, additional custom cards billed at cost

2. Payment Due Date:

- (a) Monthly invoice option requires payment in full 25 days after billing statement date. The monthly invoice option means the program will cycle every 30 days. For rebate calculation purposes, annual sales volume associated with payments received after 25 days and balances carried on Accounts will not qualify for rebate.
- (b) Semi-monthly invoice option requires payment in full 14 days after billing statement date. The semi-monthly invoice option means the program will cycle twice a month. For rebate calculation purposes, annual sales volume associated with payments received after 14 days and balances carried on Accounts will not qualify for rebate.
- (c) Bi-weekly invoice option requires payment in full 14 days after billing statement date. The bi-weekly invoice option means the program will cycle every two weeks. For rebate calculation purposes, annual sales volume associated with payments received after 14 days and balances carried on Accounts will not qualify for rebate.
- (d) Weekly invoice option requires payment in full 7 days after billing statement date. The weekly invoice option means the program will cycle every seven days. For rebate calculation purposes, annual sales volume associated with payments received after 7 days and balances carried on Accounts will not qualify for rebate.
- (e) Daily invoice option requires payment in full 2 days after billing statement date. The daily invoice option means the program will cycle every business day. For rebate calculation purposes, annual sales volume associated with payments received after 2 days and balances carried on Accounts will not qualify for rebate.

3. ~~Late Payment Interest Rate: 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 or such rate may change from time to time, per State law~~

4. **Early Payment Incentive: FOR THE MONTHLY INVOICE OPTION** - Payments can be made as early as the third day after the billing statement date. The Bank will **add 1 basis point for every day early (prior to 25)** that the State remits payment. The grid below illustrates the States' rebate if it chooses the monthly invoice option and remits payment earlier than day 25.

Attachment A - Page 3 of 3
Financial / Revenue Proposal

Monthly Invoice Option with Early Payment Incentive

Days Paid After Cycle	Rebate Percentage		Days Paid After Cycle	Rebate Percentage
1	1.67%		14	1.56%
2	1.67%		15	1.55%
3	1.67%		16	1.54%
4	1.66%		17	1.53%
5	1.65%		18	1.52%
6	1.64%		19	1.51%
7	1.63%		20	1.50%
8	1.62%		21	1.49%
9	1.61%		22	1.48%
10	1.60%		23	1.47%
11	1.59%		24	1.46%
12	1.58%		25	1.45%
13	1.57%			

5. **Qualified Large Ticket Transactions:** The rebate proposal contained on Page 1 of 3 applies to all transactions except for qualified large ticket transactions. The reduced interchange, qualified large ticket transactions will earn a rebate of .50%.
6. **Electronic Accounts:** For the State's Interagency Purchasing program describe in section 3.2.15, the Electronic Accounts solution has "merchant/agency" discount rate of 1.00%. The "merchant/agency" rate is 1%. The Interagency Purchasing transactions processed through the Electronic Accounts solution do not qualify for a rebate.
7. ~~7. **Visa Commerce:** For the State's Interagency Purchasing program describe in section 3.2.15, the Visa Commerce per item transaction fee is \$10.00 per transaction. The Interagency Purchasing transactions processed through the Visa Commerce solutions do not qualify for a rebate.~~ n/a