



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.  
 AUD115000

PAGE  
 1

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 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
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 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

11  
 FILE LOCATION 17543

VENDOR  
 \*802152658 302-683-4295  
 CITIBANK SOUTH DAKOTA NA  
 701 EAST 60TH STREET 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		
08/23/2010	NET 30	460358360			
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		
0001	06/15/2010	JB	946-35	.00000	
CREDIT CARD, CHARGE CARD SERVICES					
<p>THE VENDOR CITIBANK SOUTH DAKOTA NA, AGREES TO ENTER INTO THIS OPEN-END CONTRACT TO PROVIDE THE AGENCY, THE WEST VIRGINIA STATE AUDITOR'S OFFICE, PURCHASING CARD SERVICES FOR THE STATE OF WEST VIRGINIA, AND TO OFFER SAID SERVICES TO LOCAL MUNICIPALITY GOVERNMENTS, EDUCATIONAL INSTITUTIONS, AND OTHER ENTITIES THROUGHOUT THE STATE AT THEIR OPTION, PER THE FOLLOWING BID REQUIREMENTS, TERMS &amp; CONDITIONS, THE INFORMATION FROM ADDENDUM NO. 1 DATED 06/09/2010, THE REQUEST FOR PROPOSAL AS ADVERTISED 05/13/2010, AND THE VENDOR'S SUBMITTED AND ACCEPTED TECHNICAL AND COST PROPOSALS DATED 06/24/2010, INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF HEREOF.</p> <p>THE STATE OF WEST VIRGINIA SHALL RECEIVE A REBATE BASED ON THE FINANCIAL/REVENUE PROPOSAL OF THE VENDOR. AN INCREASING PURCHASING CARD VOLUME REBATE BASED ON INCREASING INCREMENTS OF VOLUME AND DECREASING PAYMENT</p>					
Purchasing Division's File Copy <b>ELJ</b>					
PURCHASING DIVISION AUG 27 2010 <i>Beverly Toler</i> <b>ENTERED</b>					
APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>					
<b>APPROVED FOR ONE FISCAL YEAR</b> <i>8-26-10 BT</i>					
<b>APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL</b>					
BUYER 41 <i>BY [Signature]</i> 304-558-0492 08/25/10 <b>PURCHASING DIVISION AUTHORIZED SIGNATURE</b>					
<b>TOTAL</b>					

## 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 the 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 for 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.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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.



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DELIVERY DATE	CAT. NO.	VENDOR ITEM NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

CYCLES SHALL BE PAID.

THE ENTIRE REBATE SCHEDULE IS DETAILED IN THE FINAN-  
 CIAL/REVENUE PROPOSAL OF THE VENDOR; HOWEVER, THE  
 VENDOR'S PRICING OVERVIEW & FINANCIAL OFFER HIGHLIGHTS  
 ARE ATTACHED.

EXHIBIT 3

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE  
 NOVEMBER 11, 2010 AND EXTENDS FOR A PERIOD OF FIVE (5)  
 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.

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.

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

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TOTAL

APPROVED AS TO FORM BY

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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			UNIT PRICE
			AMOUNT

BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN 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.

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.)

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.

ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO

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BY \_\_\_\_\_  
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<p>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> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 05/26/2009</p>					

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## **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.

The State has not indicated the need for a sign-on bonus and being the incumbent, we believe the State is best served with providing an aggressive rebate over the life of the program. It is expected the State will realize greater compensation through sustained growth combined with the tiered Sales Volume Rebate pricing. As additional incentive, Citi is offering the State a 50 basis point rebate on all large ticket items.

## **Financial Offer Highlights**

- Significant Rebates across all Spending Tiers
- Large Ticket Item Rebate Offer of 50bps
- Multiple Spending Tiers
- The Bank will add 1 basis point for every day early (prior to 25 days) that The State of West Virginia remits payment
  - West Virginia' Current Payment Cycle averages 19 Days and will provide an additional 6 Basis Points to your Rebate
- In order to provide greater flexibility in payment days, Citi also is pleased to offer rebate up through day 35 with a decrement of 1 basis point per day after 25 days.

## 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:	(Not included per West Virginia request)
Cash Advance from Teller Fee:	(Not included per West Virginia request)
\$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 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 point 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 XX/XX/XXXX.

One Card Annual Sales Volume Tiers (excludes large ticket rebate 50bps)	Cycle	30	30	30	30
	Grace	3**	7	19***	25*
< \$325,000,000		1.83%	1.79%	1.67%	1.61%
\$325,000,000 to \$349,999,999		1.85%	1.81%	1.69%	1.63%
\$350,000,000 to \$374,999,999		1.86%	1.82%	1.70%	1.64%
\$375,000,000 to \$399,999,999		1.87%	1.83%	1.71%	1.65%
\$400,000,000 to \$424,999,999		1.88%	1.84%	1.72%	1.66%
\$425,000,000 +		1.89%	1.85%	1.73%	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 (excludes large ticket rebates 50bps)	Cycle	30	30	30	30
	Grace	3	7	19	25
< \$325,000,000		\$5,947,500	\$5,817,500	\$5,627,500	\$5,232,500
\$325,000,000 to \$349,999,999		\$6,475,000	\$6,335,000	\$6,015,000	\$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		\$7,990,000	\$7,820,000	\$7,340,000	\$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.