

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
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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.

CHANGE ORDER
 1

12
 FILE LOCATION 20718

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

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
09/02/2011	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 #01
	CHANGE ORDER IS FOR NAME CHANGE OF VENDOR PER THE ATTACHED DOCUMENTATION.		
	FROM: CITIBANK SOUTH DAKOTA NA 701 EAST 60TH STREET, NORTH SIOUX FALLS, SD. 57117		
	TO: CITIBANK NA 701 EAST 60TH STREET, NORTH SIOUX FALLS, SD. 57117		
	EFFECTIVE DATE OF CHANGE: 07/01/2011		
	NO OTHER CHANGES		
	PREVIOUS PO TOTAL==>		OPEN END
	PO NET CHANGE (+)==>		
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>			OPEN END
			TOTAL

SCANNED

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 SEP 7 2011

ENTERED *Beverly Toler*

Dwayne Wayfield

9-6-11 *BT*

9/2/11
 BUYER 41 *Stacy Murray* 304-558-0492

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

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.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.



Citibank (South Dakota), N.A.

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

May 25, 2011

Mr. Jim Smith
West Virginia State Auditor's Office
Building 1, Suite W-100
1900 Kanahwa Blvd East
Charleston, WV 25305

Notice and Consent: Assignment of
Contract from
Citibank (South Dakota), N.A. to Citibank, N.A.

Dear Mr. Smith:

Reference is hereby 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 (South Dakota), N.A.

Pursuant to Citigroup Inc.'s internal reorganization plans to consolidate a number of financial institutions, its subsidiary, Citibank (South Dakota), N.A. will be merging with Citibank, N.A., another bank subsidiary of Citigroup Inc. and an affiliate of Citibank (South Dakota), N.A. This merger is contingent upon approval being provided by our banking regulatory authority, the Office of the Comptroller of the Currency. As a result of this merger, the Agreement will be assigned by Citibank (South Dakota), N.A. to its affiliate, Citibank, N.A. through operation of merger, and Citibank, N.A. will assume all rights and obligations under the Agreement. Since control of Citibank, N.A. remains in the parent, Citigroup Inc., the contract rights and obligations under the Agreement will not change.

We hereby provide you, as designated contact person for the State, with notice of, and request your consent to, the proposed assignment of the Agreement. Please confirm your consent to the proposed assignment by signing the enclosed copy of this letter and by returning the original letter by overnight delivery service Attention: Louise Sandoval, Citibank (South Dakota), N.A., 701 East 60th Street North, Sioux Falls, South Dakota 57117.

Our current plans are for this merger to take effect on or about July 1, 2011. Please update your records to reflect the change on or after the effective date of the transaction. If you have any questions or need additional information to reflect this change on your records, please contact Robert Robbins at 302-683-4295 at your earliest convenience.

Sincerely,



Douglas C. Morrison
Vice President & CFO

ACCEPTED AND AGREED
this __ day of _____, 2011

State of West Virginia
Department of Administration
Purchasing Division

By: _____

Name:

Title:



Comptroller of the Currency
Administrator of National Banks

Washington, DC 20219

July 5, 2011

Mr. Brian D. Christiansen
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005

Re: Application to merge Citibank (South Dakota), National Association, Sioux Falls,
South Dakota, into Citibank, N.A., Las Vegas, Nevada
Application Control Number: 2011-ML-02-0004

Dear Mr. Christiansen:

This letter is the official certification from the Office of the Comptroller of the Currency of the merger of Citibank (South Dakota), National Association, Sioux Falls, South Dakota, into Citibank, N.A., Las Vegas, Nevada, effective July 1, 2011.

At consummation, Citibank NA's head office location became 701 East 60th Street North, Sioux Falls, South Dakota.

Sincerely,

David Reilly
Large Bank Licensing Lead Expert



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
www.wvsao.gov

August 30, 2011

Mr. Mike Sheets, Assistant Director
West Virginia Purchasing Division

Re: Citi AUD115000 CO#1

Mr. Sheets-

As per attached, Citi has changed their vendor name information. Vendor 306736 had NA added to the name and the address was revised to match the WV-1 and the W-9. The payment remit Vendor 489285 Citibank NA did not have an address revision...only NA to the name and the FEIN.

We request that you process this change order so that their new information is utilized asap.

If you have any questions or need additional information, please contact me at 558-2261 X2217.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Withrow".

Mike Withrow
Assistant Controller/Procurement Officer

11 17543 RED CARD ELW

State of West Virginia
Purchasing Division



PURCHASE REQUISITION

Requisition No. AUD 115000	Buyer	Requisition Date 08/30/11
Agency/Invoice To: WV State Auditor's Office Bldg 1 Suite W-100 1900 Kanawha Blvd. E Charleston WV 25305 Attention: Susan Cunningham	TEAM Code	WV FIMS Document#
Agency/Ship To: WV State Auditor's Office Bldg 1 Suite W-100 1900 Kanawha Blvd. E Charleston WV 25305 Attention: Susan Cunningham	TEAM Code	Suggested Vendors: 1. 2. 3. Additional Vendors on Reverse Side
THIS SECTION ONLY FOR: <i>Releases, Direct Purchase, Emergency Purchases & Agreements</i> Vendor Name and Address: Attn: Robert Robbins		Commodity Code: _____ Instructions:
WVFIMS Vendor #	TEAM Vendor #	
Terms	F.O.B.	

Item No.	Quantity	Description	Unit Price	Amount
		PURCHASING CARD SERVICES Type of Purchase CHANGE ORDER #1 VENDOR NAME CHANGE FROM: CITIBANK SOUTH DAKOTA NA 701 EAST 60TH STREET, NORTH SIOUX FALLS, SD 57117 TO: CITIBANK NA 701 E 60TH ST N PO BOX 6125 SIOUX FALLS, SD 57117-6125	Entered in ReqTrak By <u>SKT</u> Date <u>8-30-11</u> RECEIVED PURCHASING DIVISION STATE OF WV AUG 30 P 2:33	

Authorized Signature: *[Signature]*
 Title: ASSISTANT CONTROLLER
 Telephone: 304-558-2261 X2217

Total Estimated Value of this Requisition: _____
 Maximum Budgeted Amount: _____