Idaho Division of Purchasing

Renewal

Purchase Order Name:	Purchasing Card Services - Renewal through 2021
Contract Number:	SBPO1391
Parties:	State of Idaho Bank of America
This Renewal Value:	75,000,000.00 USD
Total Contract Value:	582,000,000.00 USD
Start Date:	8/1/2020 12:00 AM
End Date:	7/31/2021 11:59 PM

Contract Managers: Jason Urquhart; jason.urquhart@adm.idaho.gov
Purchasing Leads: Jason Urquhart; jason.urquhart@adm.idaho.gov

Instructions

SBPO1391, Statewide Purchasing Card Services for the State of Idaho (the "Contract") is renewed for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:
Contract initial term: 8/1/12 – 7/31/17. Estimated amount for initial term: $310,000,000.00.
Amendment 1 value: $0.00.
Amendment 2 value: $0.00.
Amendment 3 value: $0.00.
Amendment 4 value: $0.00.
Amendment 5 value: $0.00.
Contract first renewal term: 8/1/17 – 7/31/18. Estimated amount for this term: $60,000,000.00.
Contract second renewal term: 8/1/18 – 7/31/19. Estimated amount for this term: $62,000,000.00.
Contract third renewal term: 8/1/19 – 7/31/20. Estimated amount for this term: $75,000,000.00.
Contract fourth renewal term: 8/1/20 – 7/31/21. Estimated amount for this term: $75,000,000.00.
Total estimated contract value: $582,000,000.00.
NOTE: The amounts shown in Contract History and elsewhere on the SBPO are estimated spend amounts. There are no state funds paid to the Contractor under contract SBPO1391.

Jesse Gonzalez

+1 801-501-8880
Jesse.gonzalez@bofa.com

Bill To Address

As detailed in sourcing event or contract instructions

Ship To Address

As detailed in sourcing event or contract instructions

Payment Details Payment Terms: Net 30

Special Instructions:

Internal Comments:

Signature signed by:

Jason R. Urquhart

Digitally signed by Jason R. Urquhart
Date: 2020.07.24 09:19:59 -06'00'

State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
D. KEITH REYNOLDS
Director
STEVE BAILEY
Administrator

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

April 23, 2020

Bank of America
Attn : Jeffrey Moore

VIA E-MAIL TRANSMISSION
jeffrey.b.moore@baml.com

RE: Renewal of Contract SBPO1391, a Contract for Purchasing Card for the various State of Idaho Agencies, Institutions, and Departments
Expiring 7/31/2020

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is August 1, 2020 to July 31, 2021. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason R. Urquhart
Digitally signed by Jason R. Urquhart
Date: 2020.04.23 08:38:58 -06'00'

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Bank of America

BY: Julie Elliott
(Signature)

Julie Elliott
(Printed Name)

DATE: 07/16/2020

UPDATED CONTACT INFORMATION for SBPO1391

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

IDAHO

State of Idaho

CHANGE ORDER - 06

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1391
Account Number:	AC-1
Revision Number:	06
Change Order Date:	April 24, 2019
Service Start Date:	August 1, 2019
Service End Date:	July 31, 2020
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Peter Sullivan
BANK OF AMERICA
800 5th Ave, 34th Floor
Seattle, WA 98104
Phone: 206-358-8935

Fax: 206-585-9120

Email: peter.j.sullivan@baml.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Instructions

SBPO1391, Statewide Purchasing Card Services for the State of Idaho (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:
Contract initial term: 8/1/12 – 7/31/17. Estimated amount for initial term: $310,000,000.00.

Amendment 1 value: $0.00.
Amendment 2 value: $0.00.
Amendment 3 value: $0.00.
Amendment 4 value: $0.00.
Amendment 5 value: $0.00.
Contract first renewal term: 8/1/17 – 7/31/18. Estimated amount for this term: $60,000,000.00.
Contract second renewal term: 8/1/18 – 7/31/19. Estimated amount for this term: $62,000,000.00.
Contract third renewal term: 8/1/19 – 7/31/20. Estimated amount for this term: $75,000,000.00.
Total estimated contract value: $507,000,000.00.
NOTE: The amounts shown in Contract History are spend amounts. There are no state funds paid to the Contractor under contract SBPO1391.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
94635	1.00	0	ANN	75,000,000.00	$75,000,000.00

Item Description #1

Contract renewal term: August 1, 2019 through July 31, 2020.

Delivery Date: April 05, 2017
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$75,000,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$75,000,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jason R. Urquhart

State of Idaho

Department of Administration
Division of Purchasing

BRAD LITTLE
Governor
BRYAN MOONEY
Director
D. KEITH REYNOLDS
Administrator

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

April 5, 2019

Bank of America
Attn: Jeffrey Moore

VIA E-MAIL TRANSMISSION
jeffrey.b.moore@baml.com

RE: Renewal of Contract SBPO1391, a Contract for Purchasing Card for the various State of Idaho Agencies, Institutions, and Departments
Expiring 7/31/2019

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is August 1, 2019 to July 31, 2020. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Bank of America

BY: Jeffrey B. Moore
(Signature)

Jeffrey B. Moore
(Printed Name)

DATE: 22 April 2019

UPDATED CONTACT INFORMATION for SBPO1391:

Contact Name	Jeffrey B. Moore
Title	Director, Senior Client Manager
Address	300 South Fourth Street, Suite 200 NV1-119-02-10
	Las Vegas, Nevada 89101
Phone	702.824.9090
Fax	214.672.8772
E-mail	jeffrey.b.moore@baml.com

IDAHO

State of Idaho

CHANGE ORDER - 05

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1391
Account Number:	AC-1
Revision Number:	05
Change Order Date:	June 11, 2018
Service Start Date:	August 1, 2018
Service End Date:	July 31, 2019
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Peter Sullivan
BANK OF AMERICA
800 5th Ave, 34th Floor
Seattle, WA 98104
Phone: 206-358-8935

Fax: 206-585-9120

Email: peter.j.sullivan@baml.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Instructions

SBPO1391, Statewide Purchasing Card Services for the State of Idaho (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:
Contract initial term: 8/1/12 – 7/31/17. Estimated amount for initial term: $310,000,000.00.

Amendment 1 value: $0.00.
Amendment 2 value: $0.00.
Amendment 3 value: $0.00.
Amendment 4 value: $0.00.
Amendment 5 value: $0.00.
Contract first renewal term: 8/1/17 – 7/31/18. Estimated amount for this term: $60,000,000.00.
Contract second renewal term: 8/1/18 – 7/31/19. Estimated amount for this term: $62,000,000.00.
Total estimated contract value: $432,000,000.00.
NOTE: The amounts shown in Contract History are spend amounts. There are no state funds paid to the Contractor under contract SBPO1391.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
94635	1.00	0	ANN	62,000,000.00	$62,000,000.00

Item Description #1

Contract renewal term: August 1, 2018 through July 31, 2019.

Delivery Date: April 05, 2017
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$62,000,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$62,000,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jason R. Urquhart

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

State of Idaho

Department of Administration

Division of Purchasing

304 N 8th Street, Rm 403 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

June 8, 2018

Bank of America
Attn: Jeffrey Moore

VIA E-MAIL TRANSMISSION
jeffrey.b.moore@baml.com

RE: Renewal of Contract SBPO1391, a Contract for Purchasing Card for the various State of Idaho Agencies, Institutions, and Departments
Expiring 7/31/2018

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is August 1, 2018 to July 31, 2019. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Bank of America, N.A.

BY: Jeffrey B. Moore
(Signature)

Jeffrey B. Moore
(Printed Name)

DATE: 08 June 2018

UPDATED CONTACT INFORMATION for SBPO1391:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	

IDAHO

State of Idaho

CHANGE ORDER - 04

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1391
Account Number:	AC-1
Revision Number:	04
Change Order Date:	April 5, 2017
Service Start Date:	August 1, 2017
Service End Date:	July 31, 2018
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Peter Sullivan
BANK OF AMERICA
800 5th Ave, 34th Floor
Seattle, WA 98104
Phone: 206-358-8935

Fax: 206-585-9120

Email: peter.j.sullivan@baml.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone:	208-327-7465
Fax:	208-327-7320
Email:	purchasing@adm.idaho.gov
Mail Stop:	DOP - Various Locations

Instructions

SBPO1391, Statewide Purchasing Card Services for the State of Idaho (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Contract History:
Contract initial term: 8/1/12 – 7/31/17. Estimated amount for initial term: $310,000,000.00.

Amendment 1 value: $0.00.
Amendment 2 value: $0.00.
Amendment 3 value: $0.00.
Amendment 4 value: $0.00.
Amendment 5 value: $0.00.
Contract first renewal term: 8/1/17 – 7/31/18. Estimated amount for this term: $60,000,000.00.
Total estimated contract value: $370,000,000.00.
NOTES: (1) The amounts shown in Contract History are spend amounts. There are no state funds paid to the Contractor under contract SBPO1391.
(2) The actual spend for the initial term has shown that by 7/31/17, it will actually be considerably more than the estimated amount shown above. Therefore, increasing that amount from $200,000,000.00 to an estimate of $310,000,000.00.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
94635	1.00	0	ANN	60,000,000.00	$60,000,000.00

Item Description #1

Contract renewal term: August 1, 2017 through July 31, 2018.

Delivery Date: April 5, 2017
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$60,000,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$60,000,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jason R. Urquhart

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

March 14, 2017

Bank of America
Attn: Jeffrey Moore

VIA E-MAIL TRANSMISSION
jeffrey.b.moore@baml.com

RE: Renewal of Contract SBPO1391, a Contract for Statewide Purchasing Card Services for various State of Idaho Agencies, Institutions, and Departments
Expiring 7/31/2017

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is August 1, 2017 to July 31, 2018. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Urquhart
Idaho Division of Purchasing

APPROVED: X YES _____ NO

COMPANY: Bank of America, N.A.

BY: Jeff B Moore
(Signature)

Jeffrey B. Moore
(Printed Name)

Date: 22 March 2017

UPDATED CONTACT INFORMATION for SBPO1391:

Contact Name	Jeffrey B. Moore
Title	Client Manager, Director
Address	300 South Fourth Street, Suite 200 NV1-119-02-10
	Las Vegas NV 89101
Phone	702.824.9090
Fax	
E-mail	jeffrey.b.moore@baml.com

IDAHO

State of Idaho

CHANGE ORDER - 03

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1391
Account Number:	AC-1
Revision Number:	03
Change Order Date:	May 28, 2015
Service Start Date:	August 1, 2012
Service End Date:	July 31, 2017
Payment Method:	Invoice
Payment Terms:	NET30
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Peter Sullivan
BANK OF AMERICA
800 5th Ave, 34th Floor
Seattle, WA 98104
Phone: 206-358-8935

Fax: 206-585-9120

Email: peter.j.sullivan@baml.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

SBPO1391, Statewide Purchasing Card Services for the State of Idaho (the "Contract") is amended effective May 27, 2015. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

SBPO1391 is amended as follows:

This contract is amended per the attached document with the heading "AMENDMENT NUMBER 5 TO THE STATEWIDE PURCHASING CARD SERVICES CONTRACT". (See the document with the document file name "Amendment 5 to SBPO1391.pdf".)

NO OTHER CHANGES NOTED.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
94635	5	0	ANN	$40,000,000.00	$200,000,000.00

Item Description #1

Initial contract term.

Delivery Date: May 28, 2015
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$200,000,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$200,000,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By : Jason R. Urquhart

AMENDMENT NUMBER 5 TO THE STATEWIDE PURCHASING CARD SERVICES CONTRACT

THIS AMENDMENT to State of Idaho contract number SBPO1391-02, dated June 5, 2014 (the "Contract") for Statewide Purchasing Card Services for Various State of Idaho Agencies, Institutions and Departments (and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327), is made by and between **Bank of America**, as "Contractor", and the **State of Idaho,** as "State".

WHEREAS, pursuant to the authority provided in Section 67-5717 of the Idaho Code, the State entered into the Contract for an initial term of five (5) years which commenced on August 1, 2012; and

NOW, THEREFORE, for valuable consideration, the State and Contractor mutually agree to amend the Contract as follows:

1. **See section 5 of the Agreement, Special Terms and Conditions. The following is added as a new subsection to the Agreement's Special Terms and Conditions:**

   "5.19 Chip and Pin EULA

   The Contractor agrees, with respect only to the Chip and Pin click wrap or end user license agreement attached herein as Exhibit 1 ("Chip and Pin EULA") and only to the Software such Chip and Pin EULA pertains (Software is accessible via www.baml.com/pincheck), that the state of Idaho does not:

   a. Waive the sovereign immunity of the state of Idaho;

   b. Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

   c. Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

   d. Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code.

   e. Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

   Furthermore, any terms within the Chip and Pin Eula that require indemnification not specifically authorized by the Idaho legislature or subject to appropriation are void pursuant to Section 67-5725, Idaho Code, and Section 59-1016, Idaho Code. Additionally, terms in the Chip and Pin EULA that hold individual users (employees of the state of Idaho and of political subdivisions of the state of Idaho) personally liable are void.

'15 MAY 26 AM9:04

In the event that terms in Chip and Pin EULA are directly contrary to the above, the terms of this Chip and Pin EULA Section shall govern."

This amendment is effective as of the last date signed below.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized agents.

CONTRACTOR	**THE STATE OF IDAHO**
Bank of America, N.A.	**Division of Purchasing** **Department of Administration**
By: _____	**By:** _____
Peter J. Sullivan, Client Manager	**Jason Urquhart, Purchasing Officer**
Date: 5/22/15	**Date:** 5/27/15

EXHIBIT 1

Bank of America Online PIN Check

New User Registration

By clicking the Accept button below:

1. You agree to the Terms of Use.

2. You agree to receipt in electronic form within online PIN Check of the Terms of Use, all updates to the Terms of Use and all disclosures, notices and other communications regarding online PIN Check.

3. You represent to the Bank that the computer you intend to use in connection with Online PIN Check meets the software requirements described under the Settings link for optimal performance or that the computer you are using to complete these terms and conditions is the same computer you intend to use as your primary connection with online PIN Check.

After you have enrolled, you can withdraw your consent to the Terms of Use by calling customer service. However, withdrawing your consent means you will no longer be able to access online PIN Check.

Computer Requirements

To ensure you have the best experience using Online PIN Check and get the most current security features to protect your personal and account information online, we ask that you have:

• An IBM- or Macintosh-compatible computer

• A printer or sufficient computer disk space to save copies of documents

• Internet access

• Internet browser that supports HTML 4.0, has 128-bit SSL encryption, is JavaScript-enabled, and meets the following requirements:

For PC using Windows NT, 2000, ME, XP, Vista, or Win 7:

• Microsoft Internet Explorer 7.0 or higher

• Firefox 3 and higher

• Chrome 3.0 and higher

For Macintosh using OS 10.x:

• Safari 3.0 and higher

• Firefox 3 and higher

• Chrome 4.0 and higher

If you use other hardware or software, you may not receive the same level of support, but as long as you are able to read and review the information above, you should be able to utilize Online PIN Check.

TERMS OF USE

IMPORTANT! PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY.

By using our website (the "Site") you:

• Acknowledge that you have read the following Terms of Use;

• Agree to these Terms of Use; and

• Confirm that you are the authorized user of the card account.

"Using" the Site means accessing and viewing your PIN online.

"You" means the authorized user of the card account who views, accesses, uses, or obtains information from the Site.

We may periodically change the Site and the Terms of Use without notice to you. Any such change will be effective immediately upon posting. Each time you use the Site, you agree to the then-current Terms of Use. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MUST NOT USE THE SITE. Any use of the Site is at the sole risk of the user.

Name and Address

"We", "us" and "our" means FIA Card Services, N.A. and its affiliates. FIA Card Services, N.A. is a federally chartered national banking association with headquarters located at 1100 North King Street, Wilmington, Delaware 19884. For correspondence, please write to: FIA Card Services, N.A., 101 South Tryon Street, Charlotte, NC 28255. Our phone number is 1-888-449-2273.

Proprietary Materials

The content and operation of the Site is protected by U.S. and international copyright and other intellectual property laws. The Site is supported by software and hardware systems, and contains copyrighted material, trademarks, service marks, patents, and other proprietary rights and information, including text, data, images, and "look and feel", all graphical and navigational elements, and the compilation, arrangement, structure, and sequence of all components and content (collectively "Proprietary Materials"). The posting of information or other content on the Sites does not constitute a waiver or a transfer of any of our rights in the Proprietary Materials, except as expressly permitted by us.

Use of the Network

We and/or our licensors retain all rights in and title to the Network. We grant you a non-transferable, non-exclusive, revocable, limited license to access, view and use the Site and Proprietary Materials (collectively, the "Network"). You may use the Network only for lawful purposes. The Network is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where any such distribution or use would be contrary to local law or regulation. We reserve all rights not expressly stated in these Terms of Use. We disclaim any and all implied licenses.

Without limiting the foregoing, you agree:

• to comply with all applicable laws, rules, regulations and statutes;

• not to use the Network or any other means to disrupt or interfere with the hardware or software operating Network.

Any other use of the Network, other than as expressly permitted by the Site or these Terms of Use, without our prior written consent, which we may withhold in our sole and absolute discretion, is strictly prohibited.

Online ID and Passcode

You must have valid account identification, including an User ID and password, to use certain pages of the Site. You are responsible for maintaining the confidentiality and security of your User ID and password. You are responsible for all uses of your User ID and password, including, but not limited to, conducting any requests through the use of your User ID and password, whether or not authorized by you. You agree to exit immediately ("log off") from your account at the end of each session.

Submission of Information

All information transmitted or otherwise submitted by you to us via the Site shall be deemed to be our sole and exclusive property, and we shall be free to use such information for any lawful purpose whatsoever.

You represent and warrant that your submitted information:

• shall be true, accurate, and complete;

• shall not violate the rights of any third party, including, but not limited to, other proprietary and/or intellectual property rights, or rights of publicity or privacy;

• shall not violate any law;

• shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, or expropriate any system information; and

• shall not create liability for us to interfere with the operation of the Site.

You also agree to maintain and promptly update your submitted information as needed.

Security Violations

You shall not violate or attempt to violate the security of the Network. Without limiting the foregoing, you shall not, with regard to the Network:

• access or obtain data, information, or materials that you are not authorized to obtain or access;

• log into a server or account that you are not authorized to access;

• attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures; or

• interfere with, or attempt to interfere with, service to any user, host or network, including, without limitation, by means of submitting a virus to the Site, or by overloading, hacking, spamming, "gatoring," "flooding," "mailbombing," or "crashing" the Site.

The above prohibitions and your use of any "spyware," or tools, programs, robotic algorithms, or products to automatically download or "spider" the Site, or any pages in the Site, infringe Proprietary Materials and is expressly prohibited.

Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in violations.

Disclaimer of Warranties and Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR ACCESS TO AND USE OF THE NETWORK IS AT YOUR SOLE RISK.

THE NETWORK AND ALL INFORMATION, PRODUCTS, AND SERVICES OBTAINED FROM THE NETWORK ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND ANY THIRD-PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, DATA, ACCURACY, MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE NETWORK:

• WILL MEET YOUR SPECIFIC NEEDS OR REQUIREMENTS;

• WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;

• WILL PROVIDE RESULTS THAT WILL BE ACCURATE OR COMPLETE;

• WILL MEET YOUR EXPECTATIONS ABOUT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH SUCH SITES; OR

• THAT WE WILL CORRECT ANY ERRORS CONTAINED THEREIN.

ANY MATERIAL ACCESSED OR OTHERWISE OBTAINED BY YOU THROUGH THE USE OF THE NETWORK IS DONE AT YOUR SOLE DISCRETION AND RISK. WE SHALL NOT BE

LIABLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM THE ACCESSING OF ANY SUCH MATERIAL.

WE SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY TO ANY PERSON CAUSED BY ERRORS, OMISSIONS, INTERRUPTIONS, FAILURE OF PERFORMANCE, DOWN-TIME OR UNAVAILABLITY OF THE NETWORK, SITE, SECURITY VIOLATIONS, VIRUSES, LOSS OR ALTERATION OF TRANSMISSIONS, ILLEGAL CONDUCT OF OTHER USERS AND THIRD PARTIES, OR UNAUTHORIZED ACCESS TO OR THEFT OR DESTRUCTION OF YOUR ACCOUNT OR SUBMITTED INFORMATION.

WE ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, DIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, COSTS OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY, COST OF CAPITAL, LOSS OF GOODWILL, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS, OR EXPENSES.

SUBJECT TO THE FOREGOING, OUR CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, AND/OR THE NETWORK (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) SHALL BE LIMITED TO THE LESSER OF ANY AMOUNT PAID BY USERS TO US FOR ACCESSING THE SITE OR DIRECT DAMAGES ACTUALLY INCURRED BY THE CLAIMANT UP TO $50.00.

SOME OR ALL OF THE DISCLAIMERS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

IF ANY OF THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE ON WHICH YOU FIRST ACCESS THE NETWORK, AND NO WARRANTIES SHALL APPLY AFTER THAT PERIOD.

Termination

You agree that we, at our sole discretion, may temporarily or permanently terminate, suspend, or modify your access to and use of the Network (or any part of it) at any time and for any reason, including, without limitation, for lack of use by you, if your Card account is not in good standing, or if we believe that you have violated or acted inconsistently with these Terms of Use. YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR TERMINATING, SUSPENDING, OR MODIFYING YOUR USE OF OR ACCESS TO THE NETWORK.

General

These Terms of Use shall be governed by and construed in accordance with the laws of the United States of America and the State of Delaware without regard to conflict of law principles. You agree that all

legal proceedings arising under or related to Terms of Use shall be adjudicated solely in the courts of New Castle County, Delaware. You consent to extraterritorial service of process and submit to the jurisdiction of these courts. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Network not covered by another agreement with us must be filed or otherwise commenced by you within one (1) year after such claim or cause of action arose, or be forever barred. To the extent that any part of these Terms of Use are determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be modified by the court solely to the extent necessary to cause that part to be enforceable, and the remainder of these Terms of Use shall remain in full force and effect. Any waiver by us of any right or provision contained in these Terms of Use shall not be deemed to be a waiver of any other right or provision of these Terms of Use. The section headings are for convenience only and have no legal or contractual effect. Your rights under these Terms of Use shall not be assigned by you without our prior written consent at our sole discretion.

State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: SBPO1391

Account Number: AC-1

Revision Number: 02

Change Order Date: March 9, 2015

Service Start Date: August 1, 2012

Service End Date: July 31, 2017

Payment Method: Invoice

Payment Terms: No Payment Terms specified

Currency USD

FOB Instruction: Destination

Attachment(s): **ChangeLog.htm** :Purchase Order Change

Supplier

Peter Sullivan
BANK OF AMERICA
800 5th Ave, 34th Floor
Seattle, WA 98104
Phone: 206-358-8935

Fax: 206-585-9120

Email: peter.j.sullivan@baml.com

Buyer Contact

Jason Urquhart
Tel:208-332-1608
Fax: 208-327-7320
jason.urquhart@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

SBPO1391, Statewide Purchasing Card Services for the State of Idaho (the “Contract”) is amended effective March 5, 2015. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

SBPO1391 is amended as follows:

This contract is amended per the attached document with the heading "AMENDMENT NUMBER 4 TO THE STATEWIDE PURCHASING CARD SERVICES CONTRACT". (See the document with the document file name "Amendment 4 to SBPO1391.pdf".)

NO OTHER CHANGES NOTED.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total

94635	5	0	ANN	$40,000,000.00	$200,000,000.00

Item Description #1

Initial contract term.

Delivery Date: March 6, 2015
Shipping Method: Delivery
Shipping Instructions:
Ship FOB:
Attachment(s)
Special Instructions:

Sub-Total (USD)	$200,000,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$200,000,000.00

Note: If there is a next to an item's unit price, that indicates that the price has been discounted.

Signature :

Signed By :

AMENDMENT NUMBER 4 TO THE STATEWIDE PURCHASING CARD SERVICES CONTRACT

THIS AMENDMENT to State of Idaho contract number SBPO1391-03, dated October 2, 2014 (the "Contract") for Statewide Purchasing Card Services for Various State of Idaho Agencies, Institutions and Departments (and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327), is made by and between **Bank of America, N.A.** as "Contractor", and the **State of Idaho,** as "State".

WHEREAS, pursuant to the authority provided in Section 67-5717 of the Idaho Code, the State entered into the Contract for an initial term of five (5) years which commenced on August 1, 2012; and

NOW, THEREFORE, for valuable consideration, the State and Contractor mutually agree to amend the Contract as follows:

1. **See the Bank of America Corporate Card Service Agreement.**

   The Bank of America Corporate Card Service Agreement that is currently part of contract SBPO1391-03 is hereby deleted in its entirety and replaced with the attached Bank of America Corporate Card Service Agreement.

2. **See the document with the heading "Amendment Number 3 to the Statewide Purchasing Card Services Contract".**

   Change number 1, was stated as follows:

   "1. See the Statewide Blanket Purchase Order, SBPO1391-01. The document referenced as the "Bank of America Corporate Card Service Agreement" is hereby deleted in its entirety and replaced by the attached revised Bank of America Corporate Card Service Agreement."

   That change is hereby deleted from the Contract.

This amendment is effective as of the last date signed below.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized agents.

CONTRACTOR

Bank of America, N. A.

By: _____
Peter J. Sullivan, Client Manager

Date: 3/3/15

THE STATE OF IDAHO

Division of Purchasing
Department of Administration

By: _____
Jason Urquhart, Purchasing Officer

Date: 3/5/15

IDAHO

State of Idaho

CHANGE ORDER

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	SBPO1391
Account Number:	AC-1
Revision Number:	01
Change Order Date:	October 2, 2014
Service Start Date:	August 1, 2012
Service End Date:	July 31, 2017
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Peter Sullivan
BANK OF AMERICA
BANK OF AMERICA
800 5th Ave, 34th Floor
Seattle, WA 98104
206-358-8935

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465

Fax: 208-327-7320

Email: purchasing@adm.idaho.gov

Mail Stop: DOP - Various Locations

Instructions

SBPO1391, Statewide Purchasing Card Services for the State of Idaho (the "Contract") is amended effective October 1, 2014. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein.

SBPO1391 is amended as follows:

This contract is amended per the attached document with the heading "AMENDMENT NUMBER 3 TO THE STATEWIDE PURCHASING CARD SERVICES CONTRACT". (See the document with the document file name "Amendment 3 to SBPO1391.pdf".)

NO OTHER CHANGES NOTED.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
94635	5	0	ANN	$40,000,000.00	$200,000,000.00

Item Description	#1 STATEWIDE PURCHASING CARD SERVICES (Estimated total annual spend = $40,000,000.00.)
Delivery Date:	October 2, 2014
Shipping Method:	Delivery
Shipping Instructions:	
Ship FOB:	
Attachment(s)	
Special Instructions:	

Sub-Total (USD)	$200,000,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$200,000,000.00

Note: If there is a ⇩ next to an item's unit price, that indicates that the price has been discounted.

Jason R. Urquhart

AMENDMENT NUMBER 3 TO THE STATEWIDE PURCHASING CARD SERVICES CONTRACT

THIS AMENDMENT to State of Idaho contract number SBPO1391-02, dated June 5, 2014 (the "Contract") for Statewide Purchasing Card Services for Various State of Idaho Agencies, Institutions and Departments (and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327), is made by and between **Bank of America**, as "Contractor", and the **State of Idaho,** as "State".

WHEREAS, pursuant to the authority provided in Section 67-5717 of the Idaho Code, the State entered into the Contract for an initial term of five (5) years which commenced on August 1, 2012; and

NOW, THEREFORE, for valuable consideration, the State and Contractor mutually agree to amend the Contract as follows:

1. **See the Statewide Blanket Purchase Order, SBPO1391-01. The document referenced as the "Bank of America Corporate Card Service Agreement" is hereby deleted in its entirety and replaced by the attached revised Bank of America Corporate Card Service Agreement.**

2. **See the document "State of Idaho Technical Specifications Statewide Purchasing Card Services" referenced in the Pre-Award Document. On page 18 of this document, the paragraph that reads in part "Eligibility: This travel insurance is provided..." is hereby changed to read as follows:**

   "Eligibility: This travel insurance plan is provided to Commercial, Corporate Purchasing and Corporate Travel Card cardholders of Bank of America, N.A. automatically when the entire cost of the passenger fare(s) are charged to a Commercial, Corporate Purchasing and Corporate Travel Card account while the insurance is effective."

3. **On October 1, 2014, FIA Card Services, N.A., a Bank of America company, ceased to exist. Bank of America, N.A. assumes completely all of the rights, duties and obligations under the Contract which were formerly retained by FIA Card Services, N.A. The parties agree that as of October 1, 2014, the services and products as defined in the Contract and provided by FIA Card Services, N.A. will be provided by Bank of America, N.A. The parties further agree that all references to FIA Card Services, N.A., in the Contract and its attachments, exhibits, schedules and amendments, including, but not limited to, any Linking Authorizations and Card Agreements, now refer to Bank of America, N.A.**

This amendment is effective as of October 1, 2014.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized agents.

CONTRACTOR

Bank of America, N.A.

By: _____
Jeffrey B. Moore, SVP Treasury Solutions Officer

Date: 01 Oct. 2014

THE STATE OF IDAHO

Division of Purchasing
Department of Administration

By: _____
Jason Urquhart, Purchasing Officer

Date: 10/1/14

THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located through out Idaho
Various, ID 83701

Various State Agencies

Statewide Blanket Purchase Order
CHANGE ORDER - 02

Statewide Blanket Purchase Order
SBPO1391 - 02

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho
***
Various, ID 83701
Mark.Littie@adm.idaho.gov

Date: Thu Jun 05, 2014
F.O.B.: Destination
Terms:

VENDOR:
BANK OF AMERICA
800 5th Ave, 34th Floor
Seattle, WA 98104
Attn: Senior Vice President
Vendor Nbr:
Emailed To: peter.j.sullivan@baml.com
Phone: 206 358-8935
Fax: 206 585-9120
eCommerce ID: P00000068245

Start of Service Date Wed Aug 01, 2012

End of Service Date: Mon Jul 31, 2017

Solicitation#: RFP02425
DOC#: PREQ19808

8 Header Attachments
Amended III Schedule of Rebates.pdf
Amendment 1 to SBPO1391.pdf
Amendment 2 to SBPO1391.pdf
P-Card RFP 2012.doc
RFP02425 Amend One.doc
RFP02425 Amend Two.doc
SOI Corp Card Svc Agreement.doc
SOI Linking Authorization.doc

Buyer: JASON URQUHART 208-332-1608

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		200000000.00
	Total:			200000000.00

CONTRACT SBPO1391 - AMENDMENT

This Contract Amendment and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1391-01, dated March 22, 2013 ("Contract") for Statewide Purchasing Card Services, for Various State of Idaho Agencies, Institutions and Departments, between BANK OF AMERICA, as "Contractor" and the STATE OF IDAHO as "State". Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this AMENDMENT is JUNE 4, 2014.

This contract is amended per the attached document titled "AMENDMENT NUMBER 2 TO THE STATEWIDE PURCHASING CARD SERVICES CONTRACT". (See the document with the document file name "Amendment 2 to SBPO1391.pdf".)

NO OTHER CHANGES NOTED.

NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Blanket Comments:

Contract for Statewide Purchasing Card Services, as needed, for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. Unless otherwise identified by the Division of Purchasing, each Participating Agency will enroll in the program individually with the Contractor after approval by the Division of Purchasing. The term of this Statewide Contract shall be for the period noted above and may be renewed for five (5) additional one (1) year renewal periods subject to mutual, written agreement between the parties.

Contract Title:..... Statewide Purchasing Card Services
Contract Usage Type:.....Open Contract
Public Agency Clause: .....Yes
Contract Administration:.... Jason Urquhart
---Phone Number:.....208-332-1608
---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contact
---Contractor:.....Bank of America
---Attn:.....Peter J. Sullivan
--Address:.....800 5th Ave.
---City, State, Zip:.....Seattle, WA 98104-3176
Phone Number:..... 206-358-8935
E-Mail:..... peter.j.sullivan@baml.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	Extension
001	STATEWIDE PURCHASING CARD SERVICES (Estimated total annual spend = $40,000,000.00.) (946-35) (nt)	5 YEAR	$40,000,000.00	$200,000,000.00

General Comments:

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED OFFER, WHICH INCLUDES CERTAIN CHANGES MADE DURING THE PRE-AWARD PHASE, AS MEMORIALIZED IN THE DOCUMENTS ATTACHED TO THIS STATEWIDE BLANKET PURCHASE ORDER (including any electronic submission of your Offer), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The final Pre-Award Document (dated July 26, 2012), including all of its Exhibits, and all of the documents embedded within the Pre-Award Document.
3. The state of Idaho's original solicitation document (RFP02425), including all of its Exhibits, Attachments and Amendments.
4. The document titled "Bank of America Corporate Card Service Agreement".
5. The document titled "State of Idaho Purchase Card Program, Linking Authorization Contract SBPO1391".
5. The Contractor's signed Offer.

(Item #2 above is not attached electronically to SBPO1391 due to file size. The Exhibits, Attachments and Amendments of item #3 and all of item #5 are not attached electronically to SBPO1391 due to the number of documents.)

INVOICES MUST BE SENT TO THE PARTICIPATING AGENCY.

PETER J. SULLIVAN
Client Manager
Bank of America, N.A.

Instructions:
Freight / Handling Included in Price

Signed By: JASON URQUHART

Select an action. and Execute Action | Back to Search Awards

jason.urquhart@adm.idaho.gov

© 1996-2014 SicommNet, Inc. All Rights Reserved
- po001Display (revised 2014 04 17) Machine: prodappv7a IP: 164.165.246.143 - Thu, 05 Jun 2014
Agency ID: A00000000011 Dept ID: AGENCY User ID: admjurquhart

AMENDMENT NUMBER 2 TO THE STATEWIDE PURCHASING CARD SERVICES CONTRACT

THIS AMENDMENT to State of Idaho contract number SBPO1391-01, dated March 22, 2013 (the "Contract") for Statewide Purchasing Card Services for Various State of Idaho Agencies, Institutions and Departments (and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327), is made by and between **Bank of America**, as "Contractor", and the **State of Idaho,** as "State".

WHEREAS, pursuant to the authority provided in Section 67-5717 of the Idaho Code, the State entered into the Contract for an initial term of five (5) years which commenced on August 1, 2012; and

NOW, THEREFORE, for valuable consideration, the State and Contractor mutually agree to amend the Contract as follows:

1. See the current Schedule of Rebates. The following language is added to the "Rebate Calculation and Payment" section of "Schedule III. Schedule of Rebates":

> **"In addition to the rebate outlined in Schedule III of the Agreement, Bank as of January 1, 2014 will pay the State of Idaho a cash advance reimbursement fee of Three Dollars ($3.00) for each cash advance transaction that occurred during the agreement year. The cash advance reimbursement fee will be paid to the State of Idaho concurrent with each agreement year's fourth quarter rebate payment."**

2. See Exhibit 3 to the Pre-Award Document. The "PM – Actual Metrics" tab is changed as shown on the attachment to this Amendment with the heading "Performance Metrics - Updated".

Additionally, on the PM – Cust. Sat Surveys" tab, all of the information pertaining to Survey B is hereby deleted.

3. See the Agreement's Special Terms and Conditions. The following is added as a new subsection to the Agreement's Special Terms and Conditions:

> **"5.18 PERSONNEL CHANGES**
> **It is understood between the parties that the Contractor's personnel mentioned by name in the Agreement may change from time to time. Duties and requirements identified in the Agreement, however, do not change, unless the parties mutually agree in writing via an amendment to the Agreement to change certain duties and requirements."**

This amendment is effective as of the last date signed below.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized agents.

CONTRACTOR

Bank of America, N. A.

By: _____
Jeffrey B. Moore, SVP Treasury Solutions Officer

Date: 04 June 2014

THE STATE OF IDAHO

Division of Purchasing
Department of Administration

By: _____
Jason Urquhart, Purchasing Officer

Date: 6/4/14

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located through out Idaho
Various, ID 83701

Various State Agencies

Statewide Blanket Purchase Order CHANGE ORDER - 01

Statewide Blanket
Purchase Order
SBPO1391 - 01

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho
***
Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Fri Mar 22, 2013
F.O.B.: Destination
Terms:

VENDOR:
BANK OF AMERICA
800 5th Ave, 34th Floor
Seattle, WA 98104
Attn: Senior Vice President
Vendor Nbr:
Emailed To: peter.j.sullivan@baml.com
Phone: 206 358-8935
Fax: 206 585-9120
eCommerce ID: P00000068245

Start of Service Date: Wed Aug 01, 2012
End of Service Date: Mon Jul 31, 2017

Solicitation#: RFP02425
DOC#: PREQ19808

7 Header Attachments
P-Card RFP 2012.doc
RFP02425 Amend One.doc
RFP02425 Amend Two.doc
SOI Corp Card Svc Agreement.doc
SOI Linking Authorization.doc
Amendment 1 to SBPO1391.pdf
Amended III Schedule of Rebates.pdf

Buyer: JASON URQUHART 208-332-1608

Item No	Description	Quantity UOM	Unit Price	Extension

000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		200000000.00
	Total:			200000000.00

Blanket Comments:

CONTRACT SBPO1391 - AMENDMENT

This Contract Amendment and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number SBPO1391, dated July 31, 2012 ("Contract") for Statewide Purchasing Card Services, for Various State of Idaho Agencies, Institutions and Departments, between BANK OF AMERICA, as "Contractor" and the STATE OF IDAHO as "State". Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this AMENDMENT is MARCH 18, 2013.

This contract is amended per the attached document titled "AMENDMENT NUMBER 1 TO THE STATEWIDE PURCHASING CARD SERVICES CONTRACT". (See the document with the document file name "Amendment 1 to SBPO1391.pdf".)

NO OTHER CHANGES NOTED.

NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Contract for Statewide Purchasing Card Services, as needed, for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. Unless otherwise identified by the Division of Purchasing, each Participating Agency will enroll in the program individually with the Contractor after approval by the Division of Purchasing. The term of this Statewide Contract shall be for the period noted above and may be renewed for five (5) additional one (1) year renewal periods subject to mutual, written agreement between the parties.

Contract Title:..... Statewide Purchasing Card Services
Contract Usage Type:.....Open Contract
Public Agency Clause: .....Yes
Contract Administration:.... Jason Urquhart
---Phone Number:.....208-332-1608
---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contact
---Contractor:.....Bank of America
---Attn:.....Peter J. Sullivan
--Address:.....800 5th Ave.
---City, State, Zip:.....Seattle, WA 98104-3176
Phone Number:..... 206-358-8935
E-Mail:..... peter.j.sullivan@baml.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	Extension
001	STATEWIDE PURCHASING CARD SERVICES (Estimated total annual spend = $40,000,000.00.) (946-35) (nt)	5 YEAR	$40,000,000.00	$200,000,000.00

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO?S ACCEPTANCE OF YOUR SIGNED OFFER, WHICH INCLUDES CERTAIN CHANGES MADE DURING THE PRE-AWARD PHASE, AS MEMORIALIZED IN THE DOCUMENTS ATTACHED TO THIS STATEWIDE BLANKET PURCHASE ORDER (including any electronic submission of your Offer), WHICH

General Comments:	SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL. In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order: 1. This Statewide Blanket Purchase Order document. 2. The final Pre-Award Document (dated July 26, 2012), including all of its Exhibits, and all of the documents embedded within the Pre-Award Document. 3. The state of Idaho?s original solicitation document (RFP02425), including all of its Exhibits, Attachments and Amendments. 4. The document titled ?Bank of America Corporate Card Service Agreement?. 5. The document titled ?State of Idaho Purchase Card Program, Linking Authorization Contract SBPO1391?. 5. The Contractor?s signed Offer. (Item #2 above is not attached electronically to SBPO1391 due to file size. The Exhibits, Attachments and Amendments of item #3 and all of item #5 are not attached electronically to SBPO1391 due to the number of documents.) INVOICES MUST BE SENT TO THE PARTICIPATING AGENCY. PETER J. SULLIVAN Client Manager Bank of America, N.A.

Instructions: Freight / Handling Included in Price	
	Signed By: JASON URQUHART

Select an action. and Execute Action Back to Search Awards

jason.urquhart@adm.idaho.gov

© 1996-2013 SicommNet, Inc. All Rights Reserved
- po001Display Machine: prodappv4a IP: 164.165.210.4 - Thu, 28 Mar 2013
Agency ID: A00000000011 Dept ID: AGENCY User ID: admjurquhart

AMENDMENT NUMBER 1 TO THE STATEWIDE PURCHASING CARD SERVICES CONTRACT

THIS AMENDMENT to State of Idaho contract number SBPO1391, dated July 31, 2012 (the "Contract") for Statewide Purchasing Card Services for Various State of Idaho Agencies, Institutions and Departments (and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327), is made by and between **Bank of America**, as "Contractor", and the **State of Idaho,** as "State".

WHEREAS, pursuant to the authority provided in Section 67-5717 of the Idaho Code, the State entered into the Contract for an initial term of five (5) years which commenced on August 1, 2012; and

NOW, THEREFORE, for valuable consideration, the State and Contractor mutually agree to amend the Contract as follows:

1. **Section III, Schedule of Fees, of the document embedded in the Pre-Award Document and identified as "Fee Schedule", is hereby deleted in its entirety and replaced by the attached document, which shall be designated as "Amended III. SCHEDULE OF REBATES".**

2. **See the Statewide Blanket Purchase Order, SBPO1391.**

   In the General Comments, clause number 2, which currently reads "2. The final Pre-Award Document (dated July 26, 2012), including all of its Exhibits, and all of the documents embedded within the Pre-Award Document.", is changed to read as follows:

   "2. The final Pre-Award Document (dated July 26, 2012), including all of its Exhibits, referenced documents, and all of the documents embedded within the Pre-Award Document."

3. **See the Statewide Blanket Purchase Order, SBPO1391.**

In the General Comments, there are two clauses identified as number 5, which currently read "5. The document titled "State of Idaho Purchase Card Program, Linking Authorization Contract SBPO1391"." and "5. The Contractor's signed Offer."

Those two clauses are changed to read as follows:

"5. The document titled "State of Idaho Purchase Card Program, Linking Authorization Contract SBPO1391"."

"6. The Contractor's signed Offer."

This amendment is effective as of the last date signed below.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized agents.

CONTRACTOR

Bank of America, N. A.

By: _____
Peter J. Sullivan, Client Manager

Date: 3/15/13

THE STATE OF IDAHO

Division of Purchasing
Department of Administration

By: _____
Jason Urquhart, Purchasing Officer

Date: 3/18/13

AMENDED
III. SCHEDULE OF REBATES
(Cycle and Grace Days)

REBATE DEFINITIONS:

Capitalized terms, which are not defined in this Section III have the meanings ascribed in the applicable Card Agreement.

"Calculation Period" means each subsequent three month period after the Initial Calculation Period and shall continue through July 31, 2017. The Initial Calculation Period commenced on September 1, 2012 and ended December 31, 2012.

"Credit Losses" means any balances which remain unpaid by the State, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

"Cycle Days" means the number of days from the start of the billing period to the Billing Statement date.

"Grace Days" means the number of days after the Billing Statement closing date within which payment is due.

"Large Ticket Interchange Transactions" means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

"Rebate Multiplier" means the multiplier corresponding to the Standard Transactions volume, Cycle Days and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table below.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

"Total Credit Losses" means, for any Calculation Period, the sum of (i) Bank of America's Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank of America's Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Agreement.

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase Transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

REBATE CONDITIONS:

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

i. The State pays Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
ii. The State has not breached any obligation, covenant, representation or warranty contained in this Agreement; and

iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and

iv. The Agreement has not been terminated by either party prior to the completion of a rebate Calculation Period.

REBATE CALCULATION AND PAYMENT:

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank of America will pay a rebate to Local Public Body, which shall be calculated at the end of the Calculation Period. The rebate multiplier will be determined based on **(1)** The combined transaction volume from all participating State agencies and all participating local public bodies and **(2)** The transaction volume from the individual local public body and **(3)** the cycle and grace period for the individual State agency or local public body.

Bank of America N.A. will provide a single rebate "check" to the state of Idaho for all the State's agencies and public agencies. The state of Idaho has identified that it will share the rebate with all Agencies, regardless of the individual Agency's spend level.

The Rebate Multiplier for the State of Idaho agencies will be based on the total Standard Transaction Volume from all participating State agencies and any participating local public bodies.

The rebate multiplier will be determined based on the quarterly transaction volume times four.

The rebate multiplier will be applied to the quarterly transaction volume.

((Quarterly Transaction Volume for Standard Transactions x applicable Rebate Multiplier as determined above) **+ (Quarterly Transaction Volume for Large Ticket Interchange Transactions x Large Ticket Interchange Transaction Rebate Multiplier)) – Rebate paid for Quarters 1, 2 and 3 of the Agreement year) – Fourth Calculation period Credit Losses**

After the end of each agreement year, Bank of America will calculate the annualized rebate amount due the State based upon the formula above. Any adjustment between the rebate amount due for the agreement year and rebates previously paid for that period will be made to the last quarterly rebate payment for the agreement year. Bank of America will pay the State any amount due within 45 calendar days following the end of each agreement year. Should the State owe Bank of America more than the rebate amount due for the last quarter of the agreement year, the State shall pay Bank of America any amount due within 45 calendar days following the end of each agreement year.

Example: If the State agencies volume is $40mm, and the local public body volume is $10mm, then the Rebate Multiplier will be based on the $50-$59.9mm volume tier. Assuming a 30 day cycle and 25 day grace period, the State agencies rebate multiplier would be 1.55%. Each local body would receive the applicable rebate from the $50mm volume tier. If a school district had volume of $2.5mm, with a 30 day cycle and 25 day grace period, the rebate multiplier would 1.33%. With those same volume assumptions, and using a 30 day cycle / 3 day grace period, the State agencies rebate multiplier would be 1.70% (155 +15); the $2.5mm school district rebate multiplier would be 1.48% (133 + 15).

Payment of any rebate will be made by ACH credit or other means determined by Bank of America, within forty-five (45) calendar days following the end of the Calculation Period.

Should one or more of the above Rebate Conditions not be met, Bank of America will be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a rebate in such circumstance will in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period.

STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE*

State of Idaho		Local Public Body Volume						
Annual Transaction Volume Tier		$500,000	$1,000,000	$2,000,000	$3,000,000	$7,000,000	$13,000,000	$20,000,000
Excludes Large Ticket Transactions		$999,999	$1,999,999	$2,999,999	$6,999,999	$12,999,999	$19,999,999	+
		Rebate Basis Points						
$1,000,000	$4,999,999	106	113	120	127	134	141	142
$5,000,000	$9,999,999	107	114	121	128	135	142	143
$10,000,000	$24,999,999	112	119	126	133	140	147	148
$25,000,000	$34,999,999	114	121	128	135	142	149	150
$35,000,000	$49,999,999	116	123	130	137	144	151	152
$50,000,000	$59,999,999	119	126	133	140	147	154	155
$60,000,000	$69,999,999	121	128	135	142	149	156	157
$70,000,000	$79,999,999	123	130	137	144	151	158	159
$80,000,000	$89,999,999	125	132	139	146	153	160	161
$90,000,000	$99,999,999	126	133	140	147	154	161	162
$100,000,000	$114,999,999	127	134	141	148	155	162	163
$115,000,000	$129,999,999	128	135	142	149	156	163	164
$130,000,000	$149,999,999	129	136	143	150	157	164	165
$150,000,000	$174,999,999	130	137	144	151	158	165	166
$175,000,000	$199,999,999	131	138	145	152	159	166	167
$200,000,000	+	132	139	146	153	160	167	168

	-	$500,000	$1,000,000	$2,000,000	$3,000,000	$7,000,000	$13,000,000	$20,000,000
	$499,999	$999,999	$1,999,999	$2,999,999	$6,999,999	$12,999,999	$19,999,999	+
Cycle / Grace	**Rebate Kicker**							
30/25	0	0	0	0	0	0	0	0
30/14	0	8	8	8	8	8	8	8
30/7	0	13	13	13	13	13	13	13
30/3	0	15	15	15	15	15	15	15
14/7	0	18	18	18	18	18	18	18
14/3	0	21	21	21	21	21	21	21
7/3	0	23	23	23	23	23	23	23

State Agencies qualify for a rebate regardless of annual card transaction volume. The rebate calculator for State Agency annual spend levels less than $500,000 will be the tier labeled $500,000 to $999,999.

Each Local Public Body must have a minimum annual card Transaction Volume total of $500,000.00 before that local public body will be eligible to receive an individual rebate payment. The Calculation Period cumulative Transaction Volume from all local public body members Transaction Volume will determine the rebate volume tier for each rebate-qualified participating member.

* Rebates for Transaction Volume from individual liability cardholders will be five basis points (0.05%) less than the Standard Transactions Rebate Multiplier for the applicable volume tier during the Calculation Period.

CYCLE DAYS AND GRACE DAYS REBATE MULTIPLIER ADJUSTMENT

Increase Standard Transaction Rebate Multiplier based on Cycle and Grace Days (3)	Cycle Days	7	14	14	30	30	30	30	30
	Grace Days	3	3	7	3	7	14	20	25
	Rebate Basis Point Increase	23	21	18	15	13	8	4	0

LARGE TICKET INTERCHANGE TRANSACTION REBATE MULTIPLIER

Large Ticket Interchange Qualified Transactions Annual Volume		Cycle Days	7	14	14	30	30	30	30	30
		Grace Days	3	3	7	3	7	14	20	25
			REBATE BASIS POINTS							
$0	+		88	86	83	80	78	73	69	65

Note: The Rebate Multiplier is stated in basis points. One (1) basis point is equal to 0.01% or .0001 stated as a decimal. Ninety (90) basis points are therefore 0.90% or .0090.

Transaction Volume Growth Incentive

If the Year 1 Transaction Volume is greater than Thirty Million Dollars ($30 million), and all rebate conditions have been met, then Company will be paid a one-time incentive of Fifteen Basis Points (0.15%) on all year 1 Standard Transaction Volume.

Year 2 and year 3 growth incentive opportunities are thirty-five basis points (0.35%) as a one-time incentive, on the incremental Standard Transaction Volume growth above the previous year, provided that the Year 1 volume requirement has been achieved, and all rebate conditions have been met.

Year 4 and year 5 growth incentive opportunities are fifteen basis points (0.15%) as a one-time incentive, on the incremental Standard Transaction Volume growth above the previous year, provided that the Year 1 volume requirement has been achieved, and all rebate conditions have been met.

Payment of any growth incentive will be made by ACH credit or other means determined by Bank of America, within forty-five (45) days following the end of the Calculation Period. No growth incentive will be paid to any Participant.

Nothing in this Schedule of Fees and Charges is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedule of Fees and Charges applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or this Schedule of Fees and Charges, all fees and charges are subject to change upon 30 days prior written notice to you if an event external to Bank of America increases the cost or decreases the revenue to Bank of America (e.g., decreases to interchange revenue paid to Bank of America by a card association, increases to funding costs due to interest rate changes or deterioration in your financial condition) in connection with providing this card program to you.

END OF SCHEDULE III

IV. ACKNOWLEDGEMENT

By signature of an authorized representative(s), you agree to the terms and conditions of this Schedule of Fees and Charges presented herein. This form must be signed in ink by an authorized representative(s) and submitted with the original signature to your Bank of America representative.

EFFECTIVE DATE: 1/1/2013

ENTITY

State of Idaho
[ENTITY NAME]

By: _____
(Signature)

Name: Jason R. Urquhart
(Print or Type)

Title: Purchasing Officer
(Print or Type)

Date: 3/18/13

FIA Card Services, N.A., a Bank of America company

By: _____
(Signature)

Name: Peter J. Sullivan
(Print or Type)

Title: SVP, Client Manager
(Print or Type)

Date: 3/15/13

THIS NUMBER MUST APPEAR
ON ALL DOCUMENTS

Bill To:
Various State Agencies
Located through out Idaho
Various, ID 83701

Various State Agencies

Statewide Blanket Purchase Order

Statewide Blanket
Purchase Order
SBPO1391

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho
***
Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Tue Jul 31, 2012
F.O.B.: Destination
Terms:

VENDOR:
BANK OF AMERICA
800 5th Ave, 34th Floor
Seattle, WA 98104
Attn: Senior Vice President
Vendor Nbr:
Emailed To: peter.j.sullivan@baml.com
Phone: 206 358-8935
Fax: 206 585-9120
eCommerce ID: P00000068245

Start of Service Date: Wed Aug 01, 2012
End of Service Date: Mon Jul 31, 2017

Solicitation#: RFP02425
DOC#: PREQ19808

5 Header Attachments

- P-Card RFP 2012.doc
- RFP02425 Amend One.doc
- RFP02425 Amend Two.doc
- SOI Corp Card Svc Agreement.doc
- SOI Linking Authorization.doc

Buyer: JASON URQUHART 208-332-1608

Item No	Description	Quantity UOM	Unit Price	Extension
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		200000000.00
	Total:			200000000.00

Blanket Comments:

NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

Contract for Statewide Purchasing Card Services, as needed, for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. Unless otherwise identified by the Division of Purchasing, each Participating Agency will enroll in the program individually with the Contractor after approval by the Division of Purchasing. The term of this Statewide Contract shall be for the period noted above and may be renewed for five (5) additional one (1) year renewal periods subject to mutual, written agreement between the parties.

Contract Title:..... Statewide Purchasing Card Services
Contract Usage Type:.....Open Contract
Public Agency Clause: .....Yes
Contract Administration:.... Jason Urquhart
---Phone Number:.....208-332-1608
---E-Mail:.....jason.urquhart@adm.idaho.gov

Contractor's Primary Contact
---Contractor:.....Bank of America
---Attn:.....Peter J. Sullivan
--Address:.....800 5th Ave.
---City, State, Zip:.....Seattle, WA 98104-3176
Phone Number:..... 206-358-8935
E-Mail:..... peter.j.sullivan@baml.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	Extension
001	STATEWIDE PURCHASING CARD SERVICES (Estimated total annual spend = $40,000,000.00.) (946-35) (nt)	5 YEAR	$40,000,000.00	$200,000,000.00

General Comments:

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED OFFER, WHICH INCLUDES CERTAIN CHANGES MADE DURING THE PRE-AWARD PHASE, AS MEMORIALIZED IN THE DOCUMENTS ATTACHED TO THIS STATEWIDE BLANKET PURCHASE ORDER (including any electronic submission of your Offer), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The final Pre-Award Document (dated July 26, 2012), including all of its Exhibits, and all of the documents embedded within the Pre-Award Document.
3. The state of Idaho's original solicitation document (RFP02425), including all of its Exhibits, Attachments and Amendments.
4. The document titled "Bank of America Corporate Card Service Agreement".
5. The document titled "State of Idaho Purchase Card Program, Linking Authorization Contract SBPO1391".
5. The Contractor's signed Offer.

(Item #2 above is not attached electronically to SBPO1391 due to file size. The Exhibits, Attachments and Amendments of item #3 and all of item #5 are not attached electronically to SBPO1391 due to the

number of documents.)

INVOICES MUST BE SENT TO THE PARTICIPATING AGENCY.

PETER J. SULLIVAN
Client Manager
Bank of America, N.A.

Instructions:
Freight / Handling Included in Price

Signed By: JASON URQUHART

Select an action. and Execute Action Back to Search Awards

bonnie.sletten@adm.idaho.gov

© 1996-2012 SicommNet, Inc. All Rights Reserved.
- po001Display Machine: prodappv3a IP: 164.165.4.16 - Wed, 01 Aug 2012
Agency ID: A00000000011 Dept ID: AGENCY User ID: bonnieslette

State of Idaho Volume (Sum)		State, State Agency or Public Agency Subdivision Volume							
Annual Transaction Volume Tier		-	500,000	1,000,000	2,000,000	3,000,000	7,000,000	13,000,000	20,000,000
Excludes Large Ticket Transactions		499,999	999,999	1,999,999	2,999,999	6,999,999	12,999,999	19,999,999	+
		Rebate Basis Points							
$1,000,000	$4,999,999	0	106	113	120	127	134	141	142
$5,000,000	$9,999,999	0	107	114	121	128	135	142	143
$10,000,000	$24,999,999	0	112	119	126	133	140	147	148
$25,000,000	$34,999,999	0	114	121	128	135	142	149	150
$35,000,000	$49,999,999	0	116	123	130	137	144	151	152
$50,000,000	$59,999,999	0	119	126	133	140	147	154	155
$60,000,000	$69,999,999	0	121	128	135	142	149	156	157
$70,000,000	$79,999,999	0	123	130	137	144	151	158	159
$80,000,000	$89,999,999	0	125	132	139	146	153	160	161
$90,000,000	$99,999,999	0	126	133	140	147	154	161	162
$100,000,000	$114,999,999	0	127	134	141	148	155	162	163
$115,000,000	$129,999,999	0	128	135	142	149	156	163	164
$130,000,000	$149,999,999	0	129	136	143	150	157	164	165
$150,000,000	$174,999,999	0	130	137	144	151	158	165	166
$175,000,000	$199,999,999	0	131	138	145	152	159	166	167
$200,000,000	+	0	132	139	146	153	160	167	168
Cycle / Grace		Rebate Kicker		(Add these bps to the number above if Cycle / Grace is different than 30/25.)					
30/25		0	0	0	0	0	0	0	0
30/14		0	8	8	8	8	8	8	8
30/7		0	13	13	13	13	13	13	13
30/3		0	15	15	15	15	15	15	15
14/7		0	18	18	18	18	18	18	18
14/3		0	21	21	21	21	21	21	21
7/3		0	23	23	23	23	23	23	23

State Agencies qualify for a rebate regardless of annual card transaction volume. The rebate calculator for State Agency annual spend levels less than $500,000 will be the tier labeled $500,000 to $999,999.

Public Agency's must have a minimum annual card transaction volume total of $500,000.00 before they are eligible to receive an individual rebate payment. However, all Transaction Volume will add together to comprise the card program sum, which will determine the rebate volume tier for each rebate-qualified participating member. Please see narative below for an example of how the rebate is calculated.

Large Ticket Interchange	
Cycle / Grace	Rebate
30/25	65
30/14	73
30/7	78
30/3	80
14/7	83
14/3	86
7/3	88

Our rebate calculator has three components:

1) The sum of every State and Public Agency's spend
   a) This determines the rebate line
   b) Row 10 (above) is highlighted as the State group's mostly likely rebate line (based on historicals)

2) The total of the individual State of Public Agency Spend
   a) This determines the rebate column (Row 3 and 4, Column D through K)
   b) For example, BSU had $12MM in spend in 2010, their rebate number would be 144 bps

3) The last calculator is the Cycle and Grace days.
   a) The rebate structure is set at 30/25, with a kicker if payment terms are quicker
   b) For example if BSU pay on a 30/14 schedule, their 144 would get 8 additional points and total 152 bps
   c) $12MM at 152bps equals an annual rebate of $182,400 (quarterly, $45,600)

Here is a complete list of all Fees and Costs applicable under the Agreement

Description	*Fee*
Late Fee: Assessed if full payment is not received by Payment Due Date. Central Bill Accounts: Minimum $250.00, Maximum $3,500.00	2.5% of the total balance due
Periodic Finance Charge:	Prime Rate + 1.00%
Cash Advance Fee: *IF ALLOWED* Minimum $5.00, no maximum	2.00% of transaction amount
International Transaction Fee:	1% of the U.S. Dollar amount
Works Receipts Imaging: IF CHOSEN	➢ Client will be charged monthly at the corporate account level

Pricing Schedule

	# of Open Accts	Receipt Imaging Fee
Tier 1	1-50	$60
Tier 2	51-100	$100
Tier 3	101-200	$200
Tier 4	201-350	$350
Tier 5	351-700	$700
Tier 6	701-1,500	$1,500
Tier 7	1,501-3,000	$3,000
Tier 8	3,001-5,000	$5,000
Tier 9	5,001-10,000	$10,000

State of Idaho
Technical Specifications
Statewide Purchasing Card Services

RFP02425

July 24, 2012

Bank of America

Table of Contents

Table of Contents ii
1.0 Program Support 3
2.0 Customer Support 5
3.0 Purchasing Card Program 9
4.0 Training 27
5.0 Card Control and Security 30
6.0 Reports 48
7.0 On-line Capabilities 62
8.0 Public Sector Participation 78
9.0 Payment and Late Fees 79

1.0 Program Support

Organizational Structure
Our team approach provides the State with multiple levels of expertise and support in client management, client service and purchasing card services. The following outlines the multi-level support the State will receive as a valued Bank of America client.

Pete Sullivan Client Manager
The **Client Manager** is the State's designated representative and will oversee the State's relationship and will coordinate the resources of the bank.

Jesse Gonzalez, Account Manager
The **Account Manager**, will provide strategic program design, development and direction upon completion of implementation throughout the life of your program with Bank of America. The Account Manager will be the key communications contact to ensure that overall customer satisfaction and the Bank of America Card Program meets the needs of the State of Idaho. The Account Manager functions as a consultative resource, keeping the State of Idaho updated on our most recent product innovations, as well as new trends in the Card industry, networking and benchmarking with other similar types of accounts. Additionally, the Account Manager will serve as the State of Idaho's first point of contact for any program issues and will provide constant monitoring and regular reporting to help ensure that your program is running as efficiently as possible.

Jeff Moore, Senior Treasury Solutions Officer
The Treasury Solutions Officer will be the primary contact for treasury management services, which includes all payment and receipt services along with effective management of cash on hand.

Beverly Drury, Card Specialist
The Card Specialist is responsible for the overall sale of your card program including contract negotiations and introducing the implementation process. Once the State has completed the contract phase, the Specialist will assist the State in bringing on new members to the card program for the term of our contract.

Joseph Leonard, Dedicated Account Specialist
The Dedicated Account Specialist partners with the State's Program Administrators and the Account Manager at Bank of America, to maintain the daily operations of the State's card program. The Dedicated Account Specialist provides servicing at the Program Administrator level for general account support and research, statement requests, program maintenance and she troubleshoots issues for the State concerning their program. The Dedicated Account Specialist also offers advice to clients on the best way to meet their program objectives within the structure of the bank's systems and product offerings.

Pam Stallings, Implementation Engineer
The implementation engineer will oversee the ramp-up of your card program and will be supported by an implementation team who will handle the initial programming and configuration. The Implementation Engineer will arrange a high level meeting with all key personnel. This meeting will be used as the official kick-off of the implementation/ conversion process. In addition to conducting a "gap" analysis of your current systems and processes, your implementation engineer will coordinate the overall Card Program implementation/Transition.

Bank of America Desk
The Technical Help Desk provides technical support for your program. They will provide technical support throughout the life of your contract by assisting with any technical problems that the State may encounter. The Technical Help Desk can be reached Monday through Friday from 6 a.m. to 7 p.m. Mountain time, toll-free 888.317.2638.

Bank of America Toll-Free Customer Call Center 24/7
Bank of America Customer Service Representatives (CSRs) assists with cardholder inquiries. The State's assigned program administrator or cardholders may call our domestic toll-free number anytime regarding various queries including cardholder complaints, receipt of payment, disputes and lost or stolen cards. For international customer service, your cardholders will be provided with our collect numbers for toll-free assistance. State cardholders will have the opportunity to access our customer service representatives toll-free and directly, thereby bypassing the automated Voice Response Unit (VRU).

2.0 Customer Support

2.1 Toll-free telephone card assistance numbers

Bank of America provides the following toll-free telephone card assistance number to report lost or stolen cards: 1.800.300.3084

The State will need to assign a program administrator for your Purchasing card program. The program administrator or cardholders may call our customer service representatives seven days a week, 24 hours a day, 365 days a year (7x24x365) at the domestic toll-free number anytime regarding inquiries into lost or stolen cards, billing inquiries and disputes.

For a faster and efficient alternative, lost/stolen cards can be reported online via our Works® purchasing card management platform. These cards will be closed in real-time and your program administrator can also order replacement cards via Works.

2.2 Customer account representative

Joseph Leonard is your first point of contact for the State's program administrators. He is your dedicated account specialist and will be available toll-free, Monday through Friday. Joseph does have a backup assigned when he is not available. Phone calls can be routed to the next available account specialist should the State opt not to leave a message for him to return your call. Calls received after business hours are routed to the Customer Call Centers which have been trained to assist our valued public sector clients and large corporate clients.

2.3 Customer service responsibilities and chain of command for problem resolution

The State's dedicated account specialist, Joseph Leonard will be the State's primary contact for day-to-day needs, as well as a conduit for escalating service issues and will be familiar with the State and its needs.

The Bank of America account specialist and customer service representatives assist with cardholder inquiries. The program administrator or cardholders may call our domestic toll-free number anytime regarding various queries including cardholder complaints, receipt of payment, disputes and lost or stolen cards. For international customer service, your cardholders will be provided with our collect numbers for toll-free assistance. The State's cardholders will have the opportunity to access Bank of America customer service representatives toll-free and directly, thereby bypassing the automated Voice Response Unit (VRU).

The account specialist or customer service representative will be able to handle any servicing questions. If they can not resolve an issue, they will engage their manager who will make sure the issue is resolved to the State's satisfaction.

2.4 Customer Service Response Policy, Processes and Time Frames

Bank of America practices a Customer Satisfaction process for our Customer Call Center, Technical Help Desk and Client Level Support. Calls are monitored and measured against the following quality indicators:

- Percentage of calls handled
- Percentage of calls abandoned
- Service level percentage
- Average speed of answer (minutes: seconds)

Our Response SLA is for all incoming calls to be answered 100% within 60 seconds.

Performance measures are recorded daily, reported to senior management monthly and reviewed by departmental managers for process improvement and quality assurance.

Customer Service Round the Clock Availability

24 Hour Customer Service

We have a toll-free number (800.300.3084) for cardholder inquiries as well as a Web site and voice response system that is available 24/7. In addition, Works is available 24 hours per day/7 days a week and all cardholder maintenance can be performed online from any computer with internet access.

Technical Help Desk

The Technical Help Desk provides technical support for your program throughout the life of your contract by assisting with any technical problems that the State may encounter. Program administrators calling into the Technical Help Desk will be able to choose a separate option for their use only within the current call routing message. This option will be staffed with our most experienced and knowledgeable associates and is designed to bring greater first call resolution to clients. In addition, Bank of America has added associates to the Technical Help Desk to reduce wait times and expedite e-mail responses back to clients. The Technical Help Desk can be reached Monday through Friday from 6 a.m. to 7 p.m. Mountain by dialing 888.317.2638.

Telephone Average Response Times

Call Center Customer Service Results

Bank of America practices a Customer Satisfaction process for our Customer Call Center, Technical Help Desk and Client Level Support. Calls are monitored and measured against the following quality indicators:

- Percent of calls handled/abandoned
- Service Level percent
- Average speed of answer (minutes: seconds)

Performance measures are recorded daily, reported to senior management monthly and reviewed by departmental managers for process improvement and quality assurance.

Six Sigma

- We were the first bank in the United States to adopt Six Sigma - a quality improvement process designed to create a virtually error free work environment
- Six Sigma tools and methodology are being used throughout the company to redesign processes that cross boundaries of business lines, support units and delivery channels
- The discipline has created huge improvements in the efficiency and effectiveness of key processes and has driven cost savings, customer delight and revenue

Performance Metrics

- Our Call Center is continuously monitored and our associates' customer service is evaluated
- Statistics measured include:
  - The number of calls received, handled and abandoned
  - Answer rate
  - Average speed of answer
- We perform better than the industry standards in a number of Call Center categories

Call Monitoring

- Bank of America employees, including executives, supervisors and managers, monitor random calls into our Customer Call Center, Technical Help Desk and Client Level Support
- These associates are able to provide feedback to Call Center operators and their managers to ensure quality assistance and support to our clients

Client Conferences

- Unlike our competitors, we host conferences for our public sector and corporate clients
- These conferences provide program administrators the opportunity to benchmark and network with other counterparts and to provide feedback about our card programs

Customer Service Contacts

Job Title	Responsibility	Hours	Contact Name
Card Account Manager	Oversee and manage the implementation of the purchasing card program and ongoing relationship	8 a.m. to 5 p.m. Pacific	Jesse Gonzalez
Account Specialist	Day-to-Day Customer Service	6 a.m. to 4 p.m. Mountain Calls received after business hours are routed to the Customer Call Centers	Joseph Leonard
Client Level Support	Backup for Account Specialist	6 a.m. to 4 p.m. Mountain Calls received after business hours are routed to the Customer Call Centers	Team of highly trained professionals to assist if Joseph is not available and you need immediate assistance
Call Center Customer Service	24 hour support	24 hours, 7 days a week	Call Center
Technical Help Desk	Technical Support	6am to 7pm Mountain	Call Center
Senior Client Manager	Oversee the entire relationship	7:30am to 5pm Mountain	Pete Sullivan

3.0 Purchasing Card Program

Implementation

Jesse Gonzalez will oversee and mange the implementation of the State's purchasing card program. He will provide the training and resources for the State's staff. Jesse will provide a card program guide that explains each of these resources as well as defining which of them will be the best place to turn for various program questions or requests.

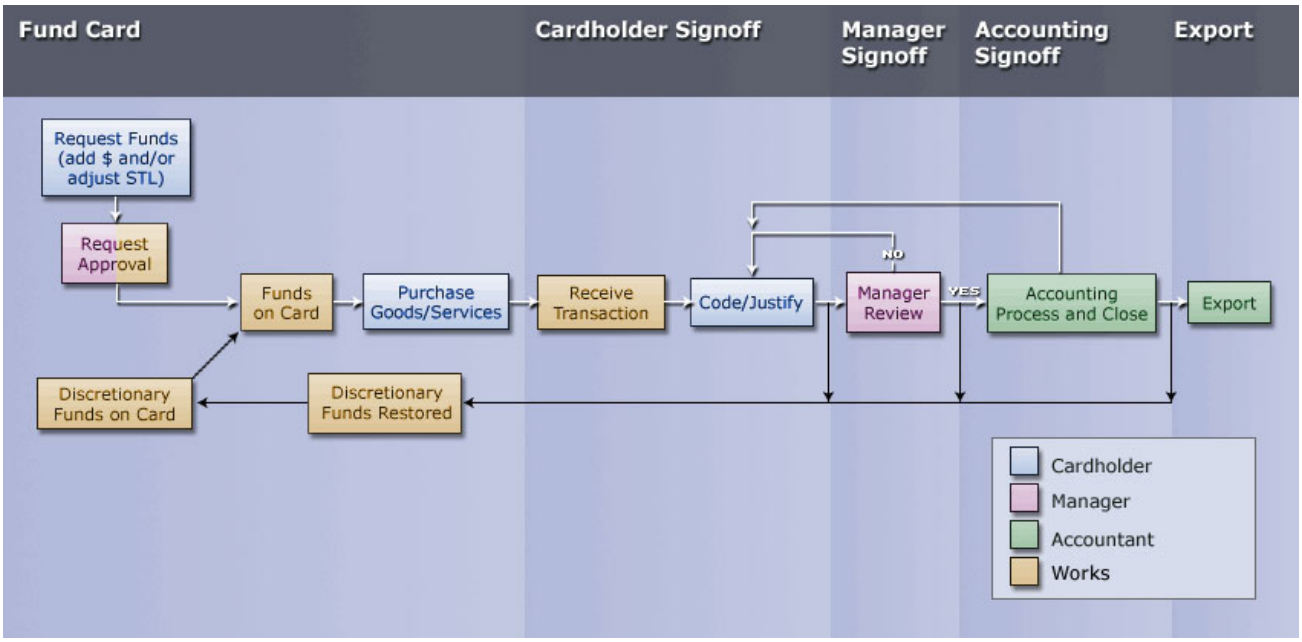
Bank of America offers both Visa and MasterCard as options. This allows our clients the option to select between two programs with unsurpassed Merchant Acceptance.

Bank of America has great confidence in both providers and feels either program will be an excellent choice for the State. The choice is the State's to make during implementation. For the purpose of our document, we will be responding with Visa.

The Bank of America Purchasing Card solution, which includes the Works application, will support the following card programs listed below.

- small purchases (in most cases up to $5,000 per transaction)
- high dollar "emergency" cards
- ghost card accounts and plastic-less card accounts for procurement systems and/or by assigning them to a particular vendor
- custom limit cards by Agency, Institution, Political Subdivision, Authority liability

The Bank of America Purchase Card Workflow Options in Works



Corporate Purchase Card
The Bank of America Corporate Purchase Card is a non-revolving charge card designed to help organizations efficiently streamline their Purchasing and Accounts Payables Operations.

Benefits

- Enhanced data capture at the point-of-sale assists in allocating data to your General Ledger for auditing, tax reporting and cost allocation
- Works streamlines your card program management and reporting online
- Flexible cardholder authorization control capabilities help maintain your spending policies and procedures
- Customer Service helps meet your needs 24 hours a day, seven days a week
- Works' enhances purchasing card control capabilities online
- The Visa Liability Waiver Program protects the State against eligible losses that might be incurred through card misuse by a terminated employee. The program waives certain eligible charges in the event that one of your employees misuses Commercial card privileges. The Liability Waiver Program provides protection up to $100,000 for Companies that have five or more Commercial Cards in the United States.
  - While cardholder misuse is rare, Bank of America and Visa have recognized that it does occur. The Visa Liability Waiver Program is an insurance program that is provided to the State at no cost and protects the State of Idaho against eligible losses that may be incurred through card misuse by a terminated employee. This coverage is included in the Bank of America Visa Corporate Purchasing Card programs and based on the terms of the misuse insurance, will provide up to $100,000 reimbursement of eligible losses per cardholder.

    Visa_Liability_Waiver
    -Misuse_Insurance_C

  - $500,000 Travel Accident Insurance
    1. Offered on both MasterCard and Visa Card Programs
    2. Insurance provided through Chubb Insurance
       - **Description of Coverage**: Refer to $500,000 Travel Accident Insurance Description of Coverage to understand the following benefits: (1) Eligibility; (2) Coverage

    $500,000_Travel_Ac
    cident_Insurance.doc

Claims: Contact Plan Administrator (CBSI) at:

- Cardholder Brokerage Services, Inc., 550 Mamaroneck Ave, Harrison, NY 10528
- Contact Chubb at 1-800-252-4670 if you have questions about an existing claim

- Improve cycle times for corporate purchases
- Greater control of purchase authorization
- Automatic accidental death and dismemberment insurance of up to $500,000

  Bank of America wants State of Idaho cardholders to experience worry-free travel. Accordingly, Bank of America offers up to $500,000 in Automatic Common Carrier Travel, Accidental Death and Dismemberment Insurance. This insurance is provided at no additional cost to cardholders when cardholders charge their entire ticket for land, sea, or air public transportation on the State of Idaho card. The policy includes:
  - Travel to the airport, terminal or station; time spent at the airport, terminal or station; and travel from the airport; and, travel from the airport, terminal or station following the covered common carrier (airplane, train, bus, ship, taxi or any other public conveyance) trip.
  - The covered "to and from" travel must be on another common carrier (i.e. taxi, bus, or train), but does not require that payment be charged to the cardholder's account (cardholder is covered even if cash is paid for fare).
  - The full benefit amount is payable for covered accidental loss of life. The cardholder, their spouse and each of their eligible children are covered by this plan when each covered person's entire travel fare is charged to the covered account. The full or partial amount is also payable when double losses of limb, sight or hearing result from the same accident.

Ghost Accounts

A ghost account (a "card-less" account) number will be assigned to a particular vendor such as an airline, hotel and may be used by the entire company.

Ghost accounts are particularly useful in tracking travel expenses or recurring large ticket items that may cause cardholders to exceed assigned spending limits (such as air travel). In addition, many companies use ghost accounts to track spending with specific vendors in order to help negotiate volume discounts. With a ghost account, the State will maintain liability and payment responsibilities.

Department Cards

Department cards are issued in the name of a department rather than the name of an individual. They may be used by anyone, so they especially need to be secured and kept track of centrally within the department if possible. It is the responsibility of the department head to assure that inappropriate individuals do not use it. These cards should be kept in a secure spot

and logged in and out with date and time stamp. Further fraud control and best practice is to have the users sign the card in and out and initial the sales receipt. This way the State can prove who had the card in case of fraud.

Department cards are available but the possibility of unauthorized use and fraud increases when department cards are used. As explained in our contract, the State will be covered by the association liability waivers for misuse on department cards, but fraudulent charges are not covered.

An example of when these cards would be used would be for AP so that when an invoice is ready to be paid and it states on the form we accept Visa, they can pick up the phone and pay the invoice by card instead of by check.

Declining Balance Cards using Spend Monitors within Works
Bank of America clients use our Declining Balance Cards for many functions. They can be used as a meeting card, a relocation card or even for a grant or special project.

An example would be using our Declining Balance Cards for relocation expenses by allowing a certain spend amount or expense budget for an associate who is relocating. The credit limit is set and declines as transactions are made. The account does not refresh at the end of the monthly cycle.

Another example would be to use our Declining Balance Cards as a Project Card. Project Cards can be issued to individuals and then tied to projects via our reporting package through the cost allocation and spend monitoring features. Project budgets can be monitored and transactions can be blocked from authorization when the project budget is depleted. This card is made possible by our Works internet reporting solution using spend monitors.

Emergency Cards
Within Works, the State of Idaho will be able to issue Disaster and Emergency zero balance cards and be able to in real time add a value to them when needed.

An example would be to have cards set at zero. If an emergency happens, the State will be able to move the cards over to an open profile. Thus in real time, the card that your cardholder has been carrying around with a suspended status is now active. Many states, cities and counties use our Zero Balance Cards for disaster and emergency purposes. Several will build a specific emergency or disaster profile that allows them to immediately activate an emergency card.

Jesse Gonzalez, account manager, has worked with state/government customers in California to create Emergency Readiness Plans in the event of an unforeseen disaster. These plans include escalation procedures to activate emergency profile information in Works in the event your program administrators are unavailable due to the emergency. He recently participated in

a mock disaster drill with one of his customers which validated the process worked as the customer intended.

Program Design and Management
The State of Idaho will appoint a program administrator who will manage your card program. The program administrator(s) will be empowered to manage all aspects of the State of Idaho program and have authority to perform daily functionality of your program including:

- Account Set Up
- Card Issuance
- Account Maintenance
- Adding/Deleting Cardholders
- Changing Cardholder Spending Limits
- Changing Control Parameters
- Maintenance and Generation of Reports

The program administrator maintains a key communications role by being the point of contact for new cardholders and assisting new cardholders with program questions.
Your cardholders will have access to our toll-free Customer Call Center 24/7. Listed is an overview of the program administrator's day-to-day administrative tasks.

New Card Issuance - During program implementation, your Bank of America implementation manager will provide the State of Idaho program administrator with an implementation package and work with them to facilitate cardholder enrollment. Thereafter, the program administrator can add new cards via Works.

Deletion of Cards - To delete or terminate a card, the State of Idaho program administrator(s) may either close the cardholder's account on Works or call our Client Level Support team at Bank of America for immediate account termination.

Removal of Invalid Cards - The Works online account management system will provide a report on cards that are inactive. The program administrator(s) may cancel an inactive account by using the Works online account management tool or by faxing or mailing our Cardholder Maintenance Form.

Replacing Lost/ Stolen Cards (including "emergency" situations) - The program administrator can direct cardholders to contact our toll-free Customer Call Center 24/7, 365 days a year to arrange for card cancellation and replacement. Upon notification, cancellation of such card is effective immediately and a new card may be issued within two business days. In the event of an emergency however, replacement cards can be issued within 24 hours (or two business days if outside the United States). Further, should one of your cardholders need to obtain an emergency cash advance, he/she needs only to contact the Customer Call Center to arrange for the provision of emergency funds.

Modifying a Cardholder's Profile - To modify an element within the cardholder's profile, such as billing address or cardholder name, your program administrator may either submit the change request online via Works or by faxing or mailing our Cardholder Maintenance Form to Bank of America.

Controls and Restrictions

A variety of card controls and restrictions are available to limit card use and cash advances. These powerful controls enable the State of Idaho to establish authorized parameters commensurate with cardholder's authority:

- Single Purchase limit
- Dollar maximum per transaction
- Dollar limit by day or business cycle
- Number of transactions per day or business cycle
- Number of transactions per calendar month
- Merchant or supplier type by Merchant Category Code (MCC) – an expanded version of the Standard Industry Classification (SIC)
- Cash advance blocking or restrictions

Additionally, authorization parameters can be established at multiple levels to establish unique authorizations for each cardholder at the individual, departmental or company level.
Each transaction will be checked against controls set for the cardholder and aggregate for the company to ensure compliance.

Reporting

Works reporting system fully supports the creation of customized and ad hoc reports. All users, from administrators to cardholders, have the ability to build reports from the ground up, selecting the fields, their order, how the report is sorted and the report's file format. Users also have the option of using an existing Works report as a template and then customizing its layout. In addition, users can add filters to the report to limit the returned results. Filters include:

- transaction date
- posting date
- hierarchy/group location
- specific cardholders (active and inactive)
- MCC range
- merchant name
- payable type

Report Formats

All reports are available real-time through Works. Posted transaction activity is updated nightly. Cardholders, program coordinators, accountants and others are given roles that dictate what reports are available to them (these privileges are determined by your team during implementation). Users can enter the Works applications and select Reporting on their home page and select the reports they would like to view. Microsoft Excel files can be downloaded as comma separated files that can be exported into standard reporting packages or commonly used applications like Microsoft Access. Reports can also be saved to media such as a disk or CD.

Reporting Frequency
Reports are available real-time and each report has a customization tool that provides a user the ability to define time period, organizational view, transaction timing and cardholders to be included in reports, as well as other variables. Posted Transactions are updated nightly, so all data up until the current day's transactions will be available for reporting. Data is stored for access within Works for a period of two years after which time it is archived. Works keeps an additional five years of data off line for a total of (7) seven years. This data can be retrieved for any participating entity and supplied via e-mail, CD or loaded back into the Works applications for ease of use.

Ad Hoc and or / Customized Reporting
Works includes a reporting system that fully supports the creation of customized and ad hoc reports. All users, from administrators to cardholders, will have the ability to build reports from the ground up, selecting the fields, their order, how the report is sorted and the report's file format. Users also have the option of using an existing Works report as a template and then customizing its layout. Next, users can choose to filter the report to limit the returned results. Filters include: transaction date, posting date, hierarchy/group location, specific cardholders (active and inactive), MCC range, merchant name and payable type. The State of Idaho can also select users who can create and publish customized reports as bookmarked templates for future use.

This feature will allow the State of Idaho to create your own customized reports for cardholders to run on a regular basis; the report would include only the information the State may find helpful or require for internal processing. Users also will have the option of scheduling these reports to be run automatically on a regular basis.

The State can also export data into standard reporting packages or commonly used applications, like Microsoft Excel, to perform extended analysis or create custom report formats.

Transaction Level Data (including Level I, II and III Data Capture)
A significant benefit of the Works solutions is its online transaction-logging feature. This optional feature gives cardholders the ability to log detailed transaction information for

purchases as they are made, including invoice-level line item details. The online log supports the pre-allocation of transactions and enables cardholders to allocate a purchase down to a line-item level. Discounts and shipping information can also be broken out to reflect accurate transaction information. Logged items are automatically matched and reconciled to settled transactions as they are posted. Cardholders need only review non-matched exception transactions, thereby eliminating much of the work associated with typical purchasing card reconciliation processes.

Matched transactions also contain the allocation and transaction details entered into the log. This powerful tool enables the State to receive the desired level of transaction and accounting detail for purchasing card transactions without having to rely on the suppliers' point of sale capabilities. If a merchant passes Level I, II or III data, it will be available for review within the Works applications.

Billing Options
Bank of America offers a central bill and central pay purchasing card program.

Central Billing/Central Payment
When using the Central Billing/Central Payment option, the State of Idaho receives a billing statement for all charges incurred and remits payment to the bank for the amount due. Cardholders receive a "memo" statement of their charges.

Central Billing
With this option, all charges incurred by your cardholders are consolidated into a single billing statement that is sent directly to the State of Idaho. Cardholders receive a "memo" statement of their individual charges. Statements can be sent on a weekly, biweekly or monthly basis. If a monthly cycle is chosen, the State can choose the day of the month (1st and then the 4th to the 27th and then the last day of the month. Other dates such as 2nd and 3rd are not available due to Bank of America reconciliation of data) that the billing cycle will end.

If a biweekly or weekly billing cycle is chosen, the State can choose the day of the week (Monday through Friday) that the billing cycle will end. The following settlement periods are available when a central billing option is chosen and is determined based on the bill frequency:

- Weekly Billing: 3 or 7 days
- Biweekly: 3, 7 or 14 days
- Monthly: 3, 7, 14, 20, 25 days

Ghost Account Billing
Regardless of the billing option selected, a ghost account is an account that has no plastic issued and does not have a cardholder's name on the account. Here the State of Idaho provides the supplier with a ghost account number and instructs the supplier to charge the account for all purchases made by State of Idaho cardholders. Employees do not have access to the account

number being used. A large number of MCC restrictions are placed on the card since its use is limited to a single supplier (for example, the airlines).

Payment Options
To provide clients with maximum flexibility, Bank of America supports the payments processes commonly used in the industry including: EDI 820, ACH Credit and Debit. Should the State of Idaho choose a 3-day grace period, we highly recommend an ACH Debit payment mechanism to avoid late charges. Bank of America prefers the following electronic payment processes:

EDI 820
The EDI 820 file contains the customer's payment instructions formatted according to the ANSI X12 file layout requirements. If this payment option were selected, your EDI 820 would be sent to the Bank where the payment instructions are translated and the payment is posted to the State of Idaho paid accounts. The State of Idaho deposit account is then debited for the amount of the payment.

ACH Credit
The ACH Credit file contains the State of Idaho payment instructions formatted according to NACHA file layout requirements.

If using this method of payment, the State of Idaho would send the ACH file to the Bank where the payment would be posted to your account. Bank of America is capable of accepting CCD, CIE, or CTX ACH file formats.

ACH Debit
When using the ACH Debit payment option, the bank will automatically debit an account according to the State of Idaho's instruction for the amount due on the appropriate day. In addition, Bank of America is capable of billing and receiving payment for multiple business units.

Liability and Credit Limits
Bank of America offers a corporate liability purchasing card program. With the Bank of America program, the State of Idaho program administrator will assign credit limits based upon the cardholder's monthly expenditure needs. During implementation, the Bank of America implementation manager will consult with the State of Idaho program administrator to determine the appropriate cardholder credit limits and controls needed for your program. Once these parameters are in place, each transaction will be checked against these credit limits and controls, and approved or denied accordingly.

Visa Liability Waiver Program
While cardholder misuse is rare, Bank of America and Visa have recognized that it does occur. The Visa Liability Waiver Program is an insurance program that is provided to the State at no

cost and protects the State of Idaho against eligible losses that may be incurred through card misuse by a terminated employee. This coverage is included in the Bank of America Visa Corporate Purchasing Card programs and based on the terms of the misuse insurance, will provide up to $100,000 reimbursement of eligible losses per cardholder.

$500,000 Travel Accident Insurance
Bank of America wants State of Idaho cardholders to experience worry-free travel. Accordingly, Bank of America offers up to $500,000 in Automatic Common Carrier Travel, Accidental Death and Dismemberment Insurance. This insurance is provided at no additional cost to cardholders when cardholders charge their entire ticket for land, sea, or air public transportation on the State of Idaho card. The policy includes:

- Travel to the airport, terminal or station; time spent at the airport, terminal or station; and travel from the airport; and, travel from the airport, terminal or station following the covered common carrier (airplane, train, bus, ship, taxi or any other public conveyance) trip.
- The covered "to and from" travel must be on another common carrier (i.e. taxi, bus, or train), but does not require that payment be charged to the cardholder's account (cardholder is covered even if cash is paid for fare).
- The full benefit amount is payable for covered accidental loss of life. The cardholder, their spouse and each of their eligible children are covered by this plan when each covered person's entire travel fare is charged to the covered account. The full or partial amount is also payable when double losses of limb, sight or hearing result from the same accident.

Auto Rental Insurance
Visa Commercial Auto Rental Insurance provides coverage on a 24-hour basis for damage due to collision or theft up to the actual cash value of most rental vehicles.

Eligibility: This travel insurance plan is provided to Commercial, Corporate Purchasing and Corporate Travel Card cardholders of FIA Card Services automatically when the entire cost of the passenger fare(s) are charged to a Commercial, Corporate Purchasing and Corporate Travel Card account while the insurance is effective.

Please see the attached overview of this benefit.

Visa_Guide_To_Benefits_2012.pdf

Roadside Assistance
When on the road, cardholders will not have to worry about car problems or the hassle and risk of trying to find assistance in an unfamiliar town. The roadside dispatch service is available to

help 24 hours a day, 7 days a week. Cardholders will not need to carry extra cash for roadside emergencies because all roadside service fees will be billed to the card.

Emergency Medical and Referral Assistance
This service provides medical referral, monitoring and follow up. Cardholders will be given the names of English speaking local doctors, dentists and hospitals. Cardholders may also be assigned a doctor who will consult by phone with local medical personnel, if necessary, to monitor the cardholder's condition.

In addition, during a medical emergency, contact will be maintained with the cardholder's family to serve as a continuing liaison and to help arrange medical payments from the cardholder's commercial or personal accounts.

Prescription Assistance
This service will assist cardholders in getting prescriptions filled or replaced (subject to local laws) and will arrange pick up and delivery of prescriptions filled for cardholders at local or nearby pharmacies.

Emergency Transportation Assistance
This service will help cardholders make all necessary arrangements for emergency transportation home or to the nearest medical facility. This includes arranging to bring business associates home and staying in contact with family members or employers. Costs will be billed to the cardholder. In the case of death, Bank of America and Visa will help make arrangements to repatriate the remains.

Emergency Message Service
This service will help record and relay emergency messages for travelers, immediate family members or business associates. **Note:** Visa will use reasonable efforts to relay emergency messages in accordance with program guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully. All fees incurred will be billed to the client.

Emergency Translation Services
This provides telephone assistance in all major languages and helps find local interpreters, if available, when cardholders need more extensive assistance. All translation fees incurred will be billed to the client.

Emergency Legal Assistance
Emergency Legal Referral Assistance will help arrange contact with English speaking attorneys and U.S. embassies and consulates if cardholders are detained by local authorities, have a car accident or need legal assistance. In addition, bail payment will be coordinated through a transfer of funds from the cardholder's commercial card or personal account. There is no charge for referral services; however, legal and bail fees are the cardholder's responsibility.

Emergency Ticket Replacement Assistance
If cardholders loose a ticket, this service helps with the carrier's lost ticket reimbursement procedures and will help arrange delivery of a replacement ticket to the cardholder. Costs will be billed to the cardholder.

3.1 Card Deployment

Bank of America will assist in the initial ordering of credit cards during implementation. Depending on desired phasing, the card compliment could consist of all required cards for full roll out or a smaller, pilot rollout. If a pilot is elected and completion of full scale deployment is gradual, Bank of America will ensure that the State is trained and prepared to order cards via the application interface. If the post pilot roll out is to proceed in large groups, we will ensure that spreadsheet tools are available to collect cardholder information. All new cards are issued within two business days following notification to Bank of America. Bank of America will meet the State of Idaho's timeframe.

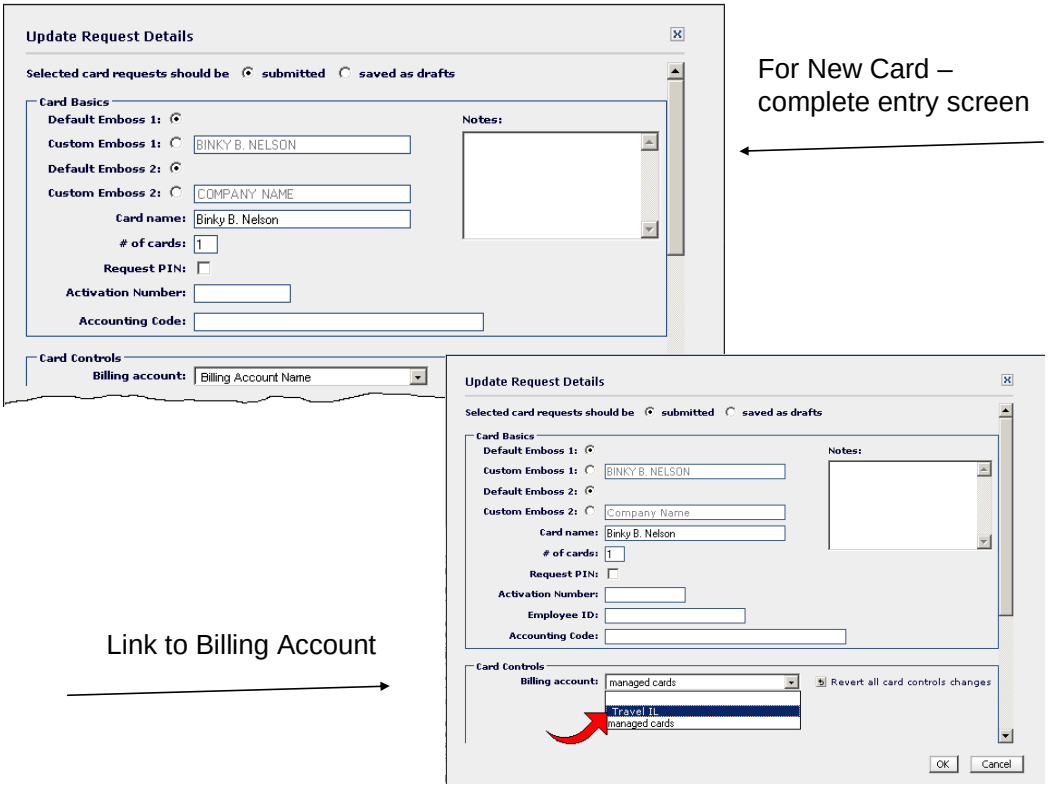
The Bank of America Purchasing Card program will enable the program administrator for each agency, institution or political subdivision to determine to whom cards shall be issued and assign credit limits based upon the cardholder's monthly expenditure needs and prior written approval of the State's program administrator. All card numbers are assigned random numbers via the Total Systems TS2 processing platform with the expiration dates being 2 years or less. All card type delivery methods include U.S. Mail, overnight delivery service. Bank of America will work with the State to determine customer delivery methods during the implementation and conversion projects.

3.2 "Rush" Issuance of New Cards

Typically, cards are issued within two business days following notification to Bank of America. However, in the event of an emergency, a "rush" can be requested and replacement cards can be issued within 24 hours (or two business days if outside the United States). The cost of rush cards has been waived for the State.

3.3 New Cardholder Applications and Activation Requirements;

Please see the following screen shots of a new cardholder application and activation requirements:



After initial conversion, all new card issuance requests for the Purchasing Card program will be administered with the use of the Works Application. Works is a user friendly, online system that will be offered to the State for use as its primary online support tool. With its multiple functionality, easy navigation and ready access to program information, Works will be a valuable tool to enable the State to securely and efficiently execute on its established Purchasing Card new card issuance process.

In addition to handling the issuance of new cards, Works can manage all other card administration needs such as card cancellation, card activation, cardholder reporting, hierarchy changes (moving from one part of the organization to another) for reporting and accounting and more.

When an organization hires a new employee, the program administrators can either create a new user and a card request simultaneously or just create a new user and then create a card request for the user at a later date. The program administrator can also turn on the Global Setting that allows Group Owners with the Card Requester role to do the following:

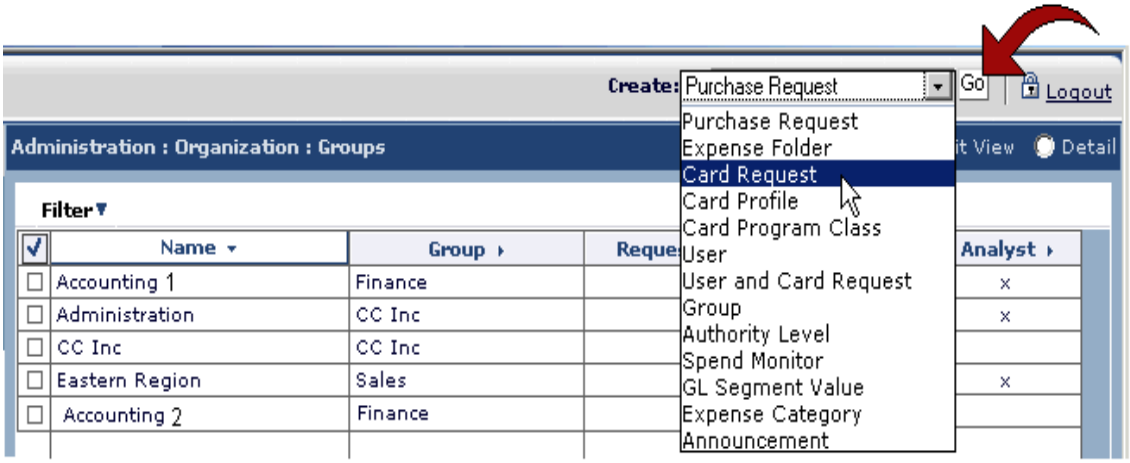
- Initiate the creation of a new user and card request simultaneously
- Create a card request for any user that exists within the groups they own

Initiate means that the Group Owner submits the initial details to the program administrator who either approves and completes the card request or returns the submittal back to the Group Owner. **Note:** Group Owners cannot initiate the creation of a user without also initiating the creation of a card request. Only a program administrator can create a new user without a card request.

Once the setting has been activated, the program administrator first assigns a user as Group Owner and then assigns the Card Requester role to the Group Owner. **Note:** The Card Requester role will only display as an option in the Roles tab of the user details if the user is already a Group Owner.

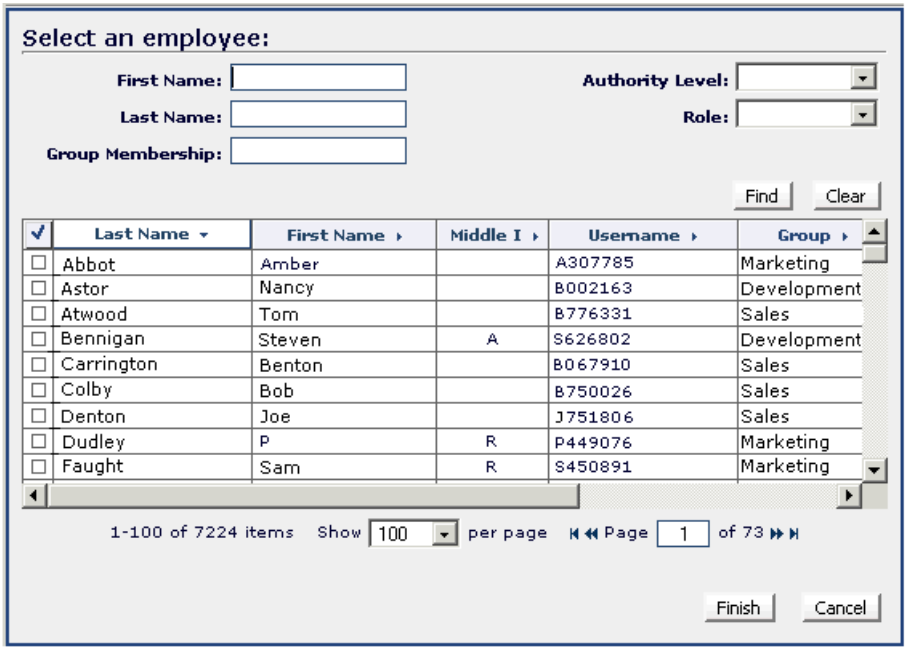
The procedures for requesting the initial card(s) and issuing a replacement card are different.

To request one or more new cards for an Existing User, click the arrow in the Create field and select Card Request from the drop-down list and then select Go.



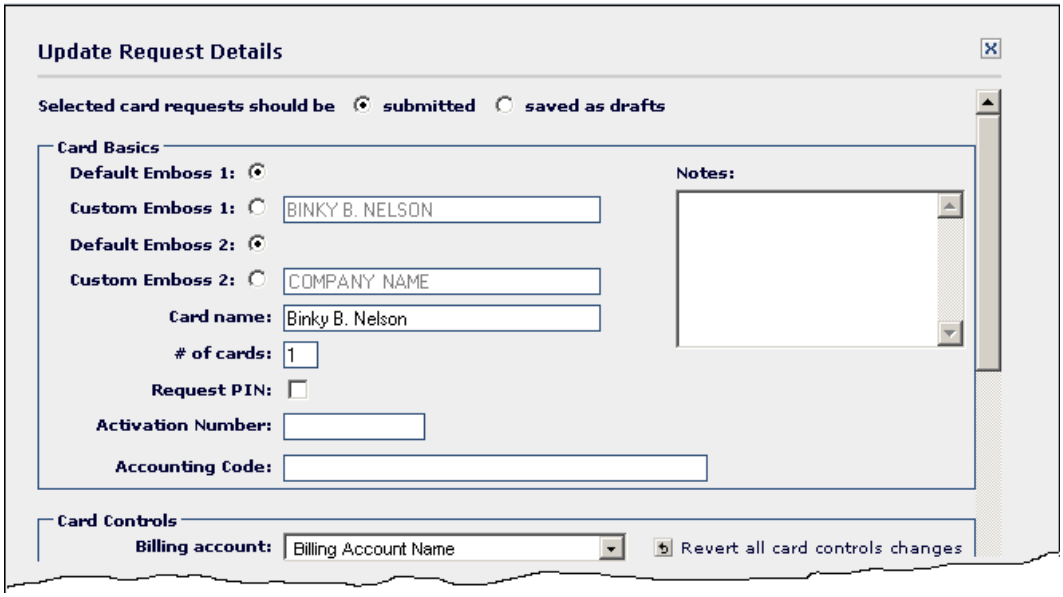
Locate the user(s) for whom the State wants to request a card. To view all users, leave all filter fields blank. To filter the list of users, follow the instructions below for the filter desired and then click the Find button at the top of the list:

- **First Name or Last Name** — Enter one or more letters of the user name(s) the State wants listed.
- **Group Membership** — Enter one or more letters of the group to which the users you want listed belong.
- **Authority Level** — Select the authority level of the user(s) you want listed from the Authority Level drop-down menu. Authority levels control the signature limits of Approvers in your organization. If no Authority Levels have been created, this field will not display.
- **Role** — Select a role assigned to the user(s) you want listed from the Role menu. Role(s) determine which tasks the user can perform within the application.



From the list of users that display, check box for one or more users and then select Finish.

Select the appropriate radio button at the top of the page to indicate whether the card request(s) should be submitted or saved as a draft(s) when completed.



Saved as Drafts

If saved as a draft, the card request(s) will be transmitted to the Card Requests in Draft queue of the program administrator or group owner who initiated the request. The card requests may be reopened for further modifications.

Submitted

If submitted by an Administrator, the card request(s) will be submitted to the financial institution issuing the cards. Submitted requests will be listed in the Administrator's queue of Card Request Pending and in the Group Owner's queue of Card Requests Submitted. If submitted by a Group Owner, the card request(s) will first be routed to the Administrator's Card Request to Approve queue and will be included in the Group Owner's Card Request Submitted queue. Once the Administrator approves the card request(s) submitted by a Group Owner, the cards will be submitted to the bank issuing the cards. The requests will then be listed in the Administrator's queue of Card Request Pending and in the Group Owner's queue of Card Requests Submitted. If the card requests submitted by the Group Owner are rejected by the Administrator, the Group Owner receives an e-mail to that effect and the requests are returned to the Group Owner's queue of Card Requests in Draft.

Specify the Card Basics:
A. Default Emboss 1 — Click this button to accept the entered default cardholder name that will be embossed on the first line of the card. The default is acquired from the first, mid and last names entered for the user.

B. Custom Emboss 1 — (Optional) Edit the cardholder name that will be embossed on the first line of the card. Click the button beside this field and enter the desired name. To revert the entry back to the text originally displayed, click the revert button that displays above the field as soon as you click the button beside this field.

C. Default Emboss 2 — Click this button to emboss the default name on the second line of the card. The default name that displays in the box provided is obtained from the billing account attributes. If no entry has been set up for the billing account associated with the card, the name of the top level in your organization—usually the company name will display in this field.

D. Custom Emboss 2 — (Optional) Edit the default to change the name that will be embossed on the second line of the card. Click the radio button for the Custom Emboss 2 field and enter the desired text.

E. Card Name — (Optional) The card name (or, nickname) is helpful if the cardholder has more than one card. For example, if someone has three cards named Travel, Office Supplies and Software, she can easily select the correct card to use when creating a purchase request or when viewing transaction information.

F. # of Cards — The number in this field indicates the number of plastic cards you want the bank to issue. You may enter a "0" (zero) in this field to indicate that no physical (plastic) card will be issued. Such an account is referred to as a ghost account.

The default entry for this field is obtained from the billing account settings. If the settings indicate that no cards are to be issued for the card accounts, this field will not display. Unlike issued cards, there is currently no mechanism for the card account number and expiration of the 'ghost' card to be communicated to the user. We recommend that the State create a Card Report the following day to obtain this data and communicate it directly to the user. Keep in mind that issuing a ghost account may have disadvantages such as the inability to lookup the security code and expiration date normally noted on the card.

G. Activation Number — Enter the 9-digit number the user will need to reference to activate the card.

H. Request PIN — If your organization was configured during implementation to enable Personal Identification Numbers (PINs), select this check box to allow a PIN to be associated with the card. A PIN enables the employee to receive a cash advance on the card. If your organization was not configured to enable PINs, this field will not display.

I. Employee ID — If your organization was configured during implementation to include a code for each employee identification, the State may enter that code in this field. If your organization was not configured to use Employee IDs, this field will not display.

J. Accounting Code — If your organization was configured during implementation to include a code sometimes referred to as the Master Accounting Code, enter that code in the field provided. If your organization was not configured to include this code, this field will not display.

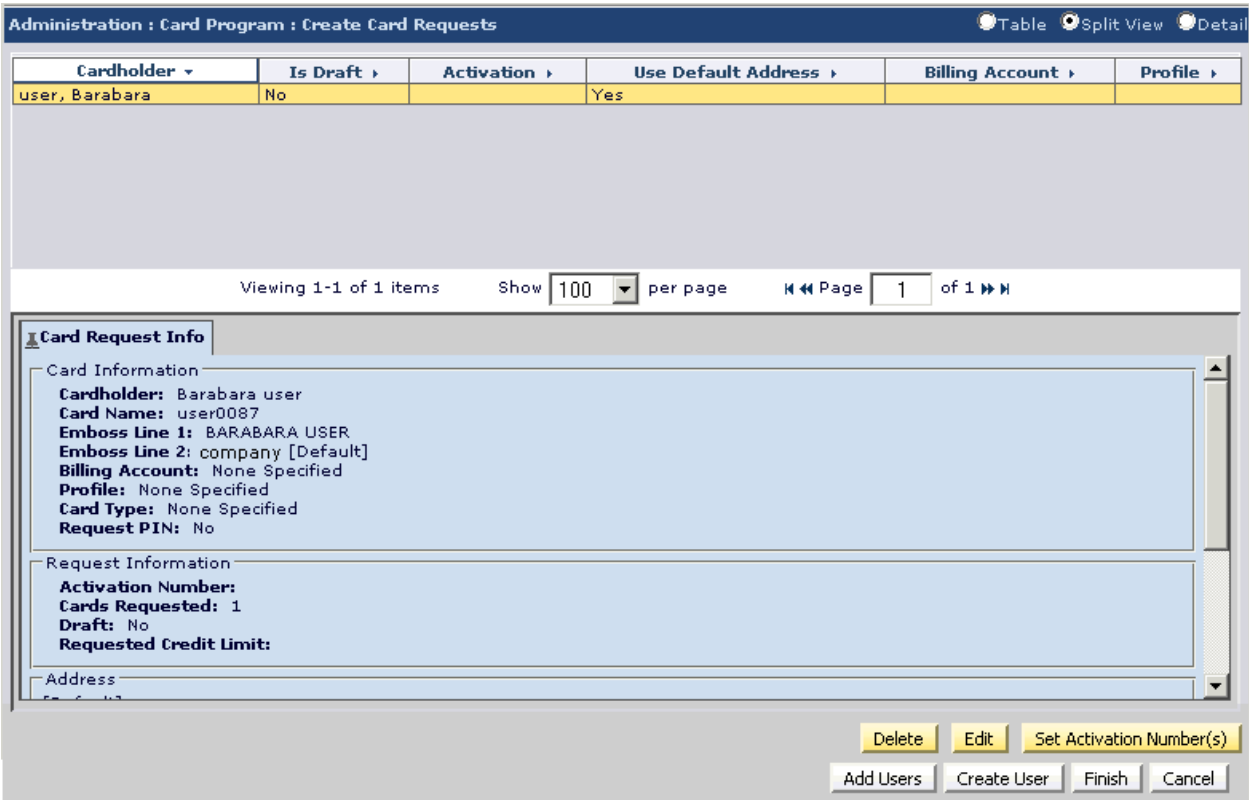
K. Advice Template — If your organization was configured during implementation to use the ePayable feature with custom templates, select a custom template for sending remittance advice to vendors. If your organization was not configured for this feature, the field will not display.

L. Advice To — If your organization was configured during implementation to use the ePayable feature, enter the e-mail or fax number to which remittance advice will be sent. If your organization was not configured for this feature, the field will not display. To reference multiple e-mail addresses, separate the addresses with a comma.

Designate Card Controls

Enter **Address** details
(*Optional*) Assign GL Defaults

The details of the card request display under the Info tab on the Create Card Requests page.



When the State has finished adding information for all the users for which the State wants to request cards, click Finish to save the draft of the card request(s) or submit the card request(s).

The activation requirements are as follows:

In the above steps to create a card we described how the program administrator needs to enter a 9-digit number which the user will need to reference to activate the card.

The Bank of America card activation process requires the cardholder or program administrator to call the Customer Call Center to activate the card prior to the first use of a new card. A four-digit activation code is assigned to the card and verification is required through the Voice Response Unit (VRU) or by speaking directly to an associate. This procedure ensures that only the correct cardholder is in possession of the card and reduces potential liability.

The State's program administrators can use Works to delete, cancel, remove or deactivate cards. These functions are performed by:

- Running a simple card search within Works to identify card holders
- Marking the card to be deleted, canceled, removed or deactivated Once marked, card cancellations take effect within 5-7 seconds. Once in effect, all further card transactions will be declined.

4.0 Training

A team consisting of representatives of the State and Bank of America will develop a custom detailed project plan. That plan will include training for program administrators, coordinators, cardholder and systems integration resources. A dedicated implementation engineer will oversee the entire implementation process, including the delivery of user training. Training will consist of both on-site user training and our extensive online training resources. On-site training will be coordinated with the State.

The State's program administrator will be given a card program guide - this is a large document and will be provided upon implementation. This guide explains each of these resources as well as defining which of them will be the best place to turn for various program questions or requests.

- Program administrator training sessions will be coordinated by your account manager and conducted by a certified Works instructor. These training sessions will teach the State the functionality of the reporting software as well as provide detailed instruction on all administrative, customer service and electronic access features of the Purchasing card and Travel Card.
- After the initial implementation, your card account manager will continually work with the program administrators to maximize the overall program benefits.

4.1 Role Based Training

Training
Bank of America and Works will provide hands-on training for all program administrators and accounting staff as necessary. Typically, training sessions for these staff members are conducted via Web conference or in person. These training sessions include hands-on use of the application for commonly performed procedures. We will provide all training materials including User Guides to administer the program during implementation.

Administrators
Bank of America will provide hands-on training for all program administrators and accounting staff during implementation. These training sessions include hands-on use of the application for commonly performed procedures.

These sessions are typically scheduled for 90 minutes. Participants may also continue training online through the online training tools available within the Works application. In addition to the training sessions, train-the-trainer classes conducted by the bank can be scheduled and training help tools, materials and help screens are always available online.

Cardholders

Training for cardholders will be scheduled during implementation. While, online training can be conducted at any time, cardholders are most often trained by the State's card administrators (who are trained in the Bank of America's train-the-trainer program). A sample of the online training materials available can be viewed at http://training.works.com/pm30.

Users (Defined and Non-cardholder, Non-administrators)
Users can be accounting staff or approvers who are not cardholders. Users are typically trained with cardholders or in the same manner as cardholders. For each user, manuals and help tools are provided online through their personal home page when they log into Works.

Should entities require additional training on any aspect of the program, the account manager will coordinate the necessary resources to support the training needs. Ongoing support and assistance includes program expansion strategy, new cardholder training, new product demonstrations and software program refresher training.

4.2 Software Demonstrations

Please view the online voice guided demos with screen shot walk-throughs for accountants, program administrators, managers and cardholders at our Web site:
http:/training.works.com/pm30

Bank of America provides these walk through demos 24/7 via our Web site. This series of short flash videos are on key topics such as access and navigating the application, how to activate your card, reviewing and coding transactions, using the pre-purchase request process (if applicable) and reporting.

Samples of the subjects on our video training site are:

Training for All

1) Overview of the Application
Introduces the application and demonstrates how organizations utilize the workflow. *Excellent introduction for beginners. (3:14)*

2) Initial Login/Forgot Password
Demonstrates how to log into the application for the first time and reset a password should you delete your welcome e-mail or forget your password. *(3:07)*

3) Navigating the Application

Introduces the navigational features of the application that the State will use to respond to action items, view your card's available funds, find reports and modify the frequency of e-mails from Works. *Excellent introduction for beginners. (8:57)*

Training for Cardholders

4) Reconciling Transactions Made With Discretionary Funds
Demonstrates how to review, reallocate and sign off on transactions that use discretionary funds. *The functionality shown in this video also applies to Proxy Reconcilers. (11:48)*

5) Reconciling Transactions Made With Incremental Funds
Demonstrates how to attach transactions to purchase request, reallocate transactions and sign off on transactions that use incremental funds. *The functionality shown also applies to Proxy Requesters. (11:57)*

6) Creating a Purchase Request
Demonstrates how to create purchase requests for incremental funds. *The functionality shown also applies to Proxy Reconcilers. (10:08)*

The Works application is only offered as a Web-based solution, housed by Bank of America. The State only needs Internet access and a Web browser It can be viewed on any of the following supported browsers: • Internet Explorer 6.X SP1or higher (for Windows users) • Mozilla 1.5 or higher (for Windows or Macintosh users • Firefox (on Mac OS X) Works itself maintains secure connections with the Bank of America processor to enact changes on your behalf.

To perform card-related operations securely, the Works application maintains appropriately controlled connectivity on three fronts:

- Connection between the application and the credit card processor for near-real-time card control
- Nightly transaction file feed coming from the processor, which contains information about posted transactions and new cards
- Card request mechanism

The Works application has a Secure Proxy in place to provide the appropriate level of control to these connections. The Secure Proxy is placed between the Works application and these connections to provide a protection and control mechanism for both the commercial card issuer and the Works application.

The Secure Proxy is connected to the Works application by a set of authenticated application interfaces and to the client machine at the processor via an encrypted virtual private network (VPN) or leased line. Nightly, encrypted transaction file feeds are fed back into the Works application via the Secure Proxy, which references card accounts to the Works application with opaque identifiers. Card issuance requests currently go through the issuing bank for validation.

5.0 Card Control and Security

Card Security

All card accounts are issued with a three digit security code placed on the back of the cards as well as expiration dates that are validated during the authorization process.

The Works application is a robust card management platform that employs several security features to ensure the integrity of your program.

Advanced Security Control Features

- Our Works Web site uses HTTPS secure protocol, digital certificates and Secured Socket Layer (SSL) 128 protocol for encryption and authentication and is physically hosted in a certified facility.
- Online security provides a secured communications link between the cardholder, program administrator and Bank of America.
- Secured communication allows for transmission of account setup and maintenance requests and submission of transaction disputes and other online forms, while protecting confidential client data.
- Each user or cardholder is required to have a unique user identification and a user-selected password.
- The program administrator maintains access to the system.

During the implementation process, the Bank of America implementation team will configure the State's access rules. User name and password issuance will be set during the implementation process and all cardholders and administrators will be sent e-mails with links to activate their access to the Works application. After initial card program implementation, enrollment is triggered by the State's program administrator(s) creating Works user accounts and generated card requests. Enrollment e-mails are triggered automatically after a user account is created.

Bank of America never asks for or requires personally identifiable info on any employee to issue a card. This is dictated by State rules and policies, typically utilizing an employee identification number to link a cardholder to a card.

When the State's program administrator creates a new user account, the application sends an e-mail to the new user's address, inviting the user to establish a password within the application.

Creating a Password

On the first login, the user provides both a password and a challenge/response for use in case the user forgets his/her password. The password must conform to the following rules, which can be modified per the State's IT security rules:

- Must be at least six characters long
- Cannot be a sequence of the same character
- Cannot be the same as the user name

Access to Works is granted only after entering a valid e-mail address, user name and password. When a State user types their password, the entry is masked.

In addition, password management is organized with the following controls:

- Passwords can be determined to expire every 30, 60, 90 days or never
- Passwords are case sensitive
- Passwords must have at least six characters

Works Data Protection and Encryption

The Works application has several layers of security to protect the use of the application and the data within the application. All communication with State users is secured via a HTTPS server using 128-bit Secure Socket Layer (SSL) encryption; all sensitive data in the Works database is encrypted and algorithms check for completeness of transaction data when it is transmitted to Works. Bank of America and its card applications, including Works, SDOL and VIM, are compliant with the Association regulations for PCI. Works' PCI certification was complete in first Quarter 2008. To maximize security in the Works application the CARD ID (the last four digits of the card account number) is used throughout the application. Works can report the last 4 digits or last 10 digits of the credit card account number depending on whether the company is configured to permit viewing of the last 10 digits for file exports. In addition, a PCI Audit of Works was conducted by VeriSign, Inc. on 4/25/07. Bank of America Merchant Services has achieved compliance with the USA Cardholder Information Security Program (CISP). CISP compliance validates that merchant services adheres to the Payment Card Industry (PCI) Data Security Standard, which offers a single approach to safeguarding sensitive data for all card brands. Our achievement of CISP compliance reflects its longstanding commitment to information security, intelligent business and superior customer care. Bank of America has been elected to one of the 21 seats on the Payment Card Industry Advisory Council that was formed in May 2007. David Madairy is the representative from Bank of America participating in the Advisory Council. The role of the Advisory Council will be to provide strategic and technical guidance to the PCI Security Standards Council, reflecting different stakeholder perspectives. The Advisory Council does not have any direct authority regarding changing standards, but its input will be critical to the ongoing enhancement of PCI security standards.

Advanced Control Functionality

Our customizable and flexible cardholder restrictions provide the State the ability to establish control parameters in line with a given cardholder's authority. These various

controls, which restrict card use and cash advances, can include any one - or a combination - of features.

Card Control

Typically, credit cards are controlled only by the available credit limit. Using Works, the State can create card profiles to specify the credit limit, cash advance limit (if the card allows cash withdrawal) and transaction controls for groups of cards. Transaction controls can include a single transaction limit, automatic sign off limit, the amount of discretionary funds available and the permitted Merchant Category Codes (MCCs) that determine the type of merchants where the cardholder can make purchases.

These controls enable the State to greatly reduce your organization's liability, while providing your employees with the spending power they require. Using Works, the State can increase the amount your organization spends with your card program, maximizing the savings and incentives offered by Bank of America. Because card profiles group cards with identical settings, the State can easily manage a large group of cards by changing the settings for a single profile. Works enables the State to request new cards, request replacement cards and deactivate cards (that is, permanently disable or report as lost or stolen). These features of the application limit the issues that require the State to contact your account specialist.

Secure and Flexible Control: Using Works unique Active Card Control® technology, the State will be able to dynamically manage the controls for your cards to adjust available funds, transaction daily limits, maximum transaction value limits, merchant category privileges and more in real-time.

Electronic Purchase and Payment Requests: Works online spending request forms are routed for approval based on your spending authority matrix and purchasing policies. Managers can now sign off on a commitment prior to incurring an expense.

Active Card Control: Works' direct connection to the credit card network enables the State to instantly add available credit to individual cards based on approved requests. Support for $0 cards and your pre-purchase approval process limits your financial exposure while unlocking emergency or exception purchases, higher dollar and mission-critical transactions.

Declining Balance Card:

- Using the card administration tools available within the Works application, the State can issue cards with declining balance functionality. This is ideal for managing set budgets on projects or special expense types (e.g. relocation assistance).
- You can couple the use of declining balance cards with Spend Monitors to easily manage budgets with minimum card management or oversight required.

Meeting and Event Planner cards with higher available funds and specific MCC allowances are easily set up and managed using Works. Additionally, use of the declining balance card functionality allows for caps to be set on spending to help better manage and control marketing expenses in line with budget expectations. Declining balance cards also work well for relocation management. Using the Works application, relocation budgets can be loaded to a purchasing card in lump sum or staged as relocation expenses are approved. You can also leverage the pre-approval process in the Works application to automatically route relocation payments/ authorized funding for approval

Exact Authorization Override

Allows the State to maintain overall tight controls on card, while providing flexibility to Cardholders for specific purchases outside of normal card controls
By using exact auth your PA's can allow Cardholders to make a purchase outside of their normal card controls in Works, based on the specific purchase amount or Merchant Category Code where as today they most likely have to call in or change profiles to allow this temporary purchase override.

Exact Authorization override allows your PA's to approve a cardholder for a purchase that they normally would be declined on at the point of sale.

For example, a cardholder does not have the MCC for office supplies turned on for their card but needs to buy paper for their office printer as their paper order shipment has not arrived. This purchase has already been discussed and agreed by their manager. At the point of sale their card is declined

They call into their PA and when they look on Works they notice in the real time decline log that the reason it was declined was that they did not have the MCC open on their card. In the past the PA would have to either call into the bank to ask for this change or they would have to change the cardholder to another profile that was open to all MCCs. With exact auth override, the PA just needs to add that MCC to the cardholder and within seconds they can make their purchase.

Same thing if someone needs to make a purchase but they do not have funds on their card to do so. Once they know what the total amount would be including if appropriate sales tax their PA could put that onetime payment on their current profile and it would be approved. Thus for the exact amount or MCC a card that normally would be declined is allowed a temporary purchase override. Once the purchase takes place the exception is taken off their profile. This is a big time saver for your PA's if they need to do this.

Card Profiles

Each purchasing card must belong to a single card profile. Card profiles enable the grouping of cards with identical settings and allow the program administrator to easily manage large groups of cards by changing the settings for a single profile. For example, if the State changes the amount of discretionary funds designated in a card profile, the discretionary fund amount for all cards issued with that profile are automatically changed. To change an individual card's settings, the State simply moves the card to a different card profile. Each profile can include various spending controls, automated reconciliation controls and MCC settings.

Spending Controls

- **Credit Limit:** The maximum amount that can be spent in one billing cycle.
- **Discretionary Funds:** The amount of funds that can be spent each billing cycle at the user's discretion (without approval). The application automatically restores the amount of each transaction made with such funds back to the card after a prescribed event (cardholder, manager or accountant signoff) during the reconciliation process.
- **Incremental Funds Buffer:** The percentage or dollar amount the user can spend above the amount of the approved requested incremental funds. Incremental funds require the user (or a Proxy Requester) to submit a purchase request using the application.
- **Transaction Limits:** The limits that control the maximum dollar amount of any transaction, the maximum dollar amount of all transactions per day and the maximum number of daily transactions.

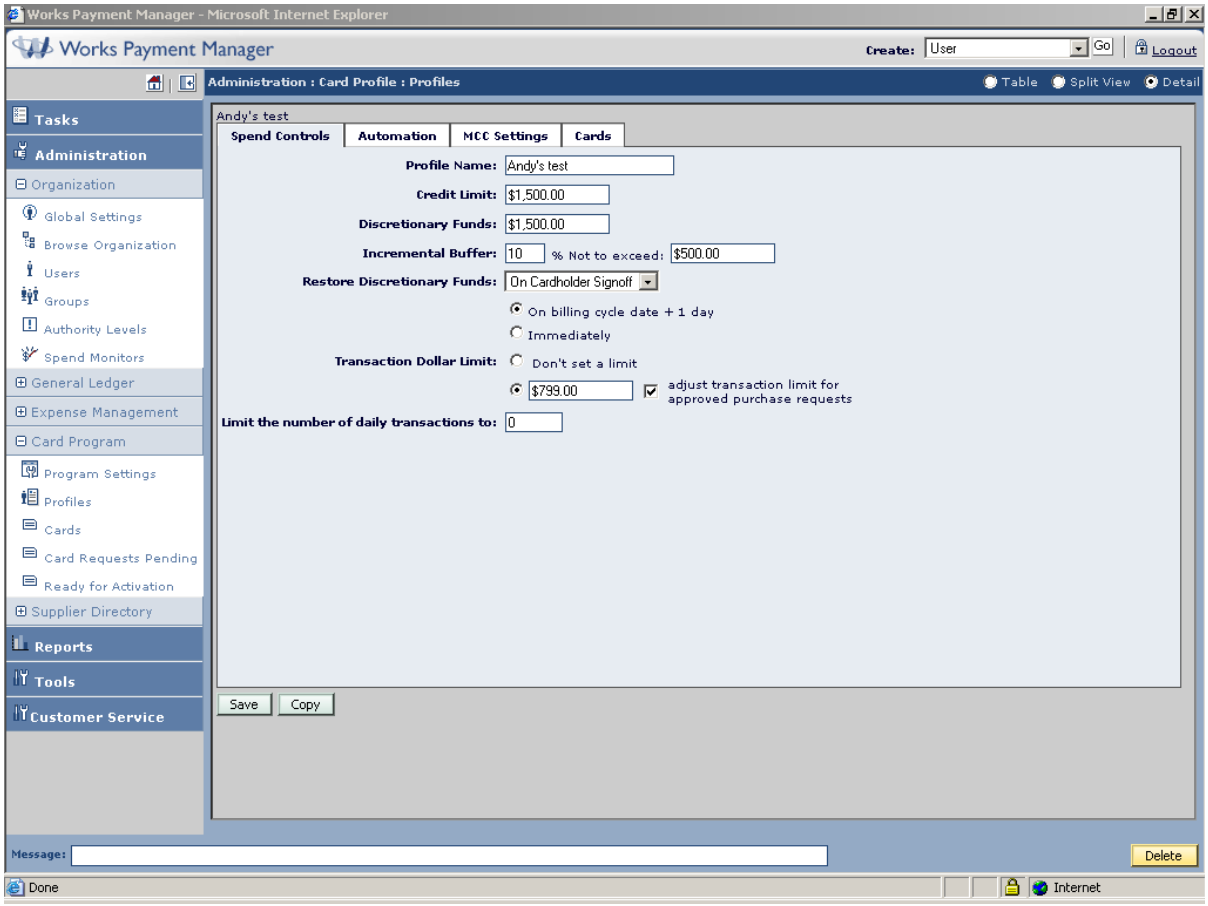
Automated Reconciliation Controls

- **Auto-Signoff Settings:** The settings that determine under what conditions the application will automatically sign off a payable document (i.e., transaction or credit).
- **Matching Settings:** The settings that control how and when the application matches purchase requests to transactions.
- **Merchant Category Code (MCC) Settings**
- **MCC Permissions:** The settings that determine where (with which category of vendors) the card can be used.
- **MCC Limits:** The settings that determine the maximum transaction limit and daily transaction limit for purchases at vendors with specified MCCs.
- Works offers a unique capability, Active Card Control that allows clients to dynamically adjust the available credit limit settings on a card for purchases that may exceed the static limits set on cards. This allows organizations to settle a larger number of payments on purchasing cards, while adhering to the internal policies,

approval rules and controls required for higher dollar purchasing. Works controls include:

- Supplier/merchant type codes
- Monthly credit limits/ Available Funds
- Per day transaction limit
- Block all ATM transactions and cash advances

The following screenshots provide a view of the profile maintenance in the Works application in which changes to these controls can be made. We offer these in lieu of a diagram to show the depth of options available.



Works has very configurable applications. Cardholders can have many different features available to them as determined by their program administrator. These features include multiple options for reporting; dashboard, standard and ad-hoc. Downloading and/or scheduling a Non Editable PDF billing statement is a standard option. Works allows

program administrators to restrict cardholders from many different features. However, cardholders cannot be allowed to change their spending limits or restrictions.

Active Card Control

The Works application features technology called Active Card Control. This feature allows the State to manage your card program with optimum control tailored to your unique needs, such as restricting purchases to commodities and dollar threshold, including single per transaction dollar limits for each cardholder, number transactions per day or per cycle and authorizations tied to budget limits. Through a configurable hierarchy of access, the State's desired set of controls will be mapped in the application for maximum efficiency.

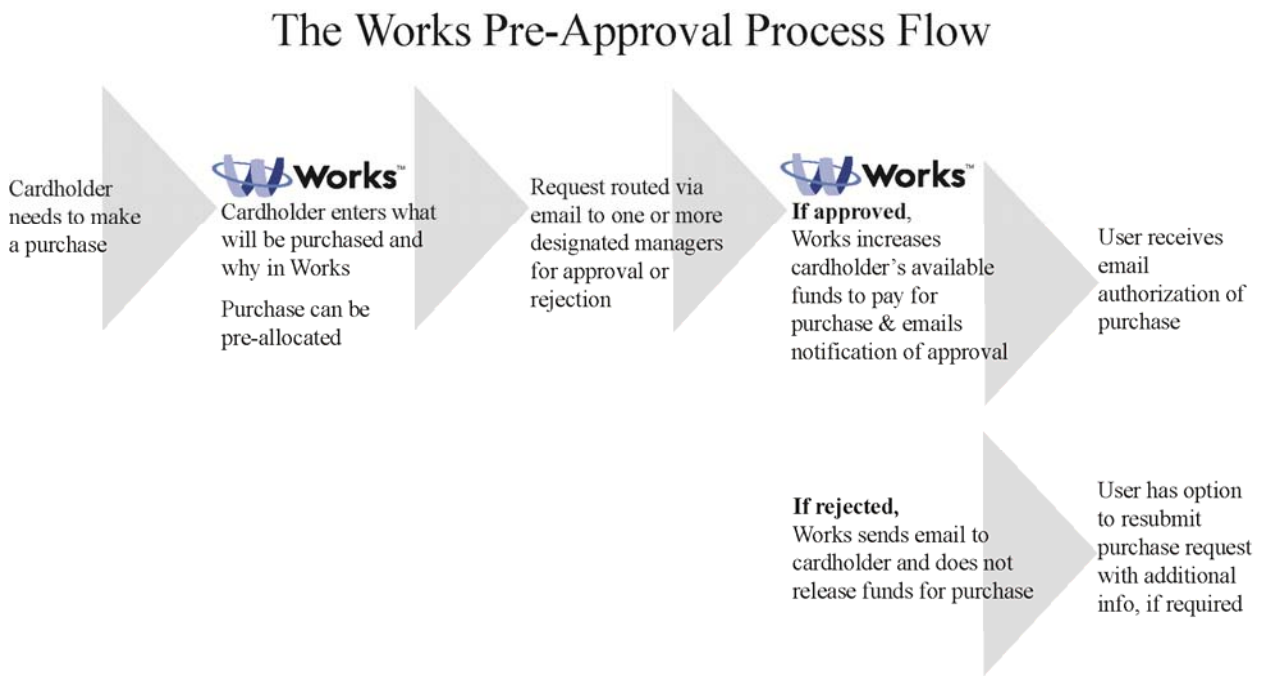
Control Highlights

Control for a large Purchase encompasses many different product capabilities and process reviews. Highlights of the control features of the Works application include:

- Funds Pre-Approval Process
- Declining Balance Card Issuance
- Charge Reconciliation and Manager Review
- Merchant Category Code (MCC) Restrictions and Transaction limits to purchasing authority
- Flexible and Customizable Reporting
- Fleet Reporting

Funds Pre-approval Workflow

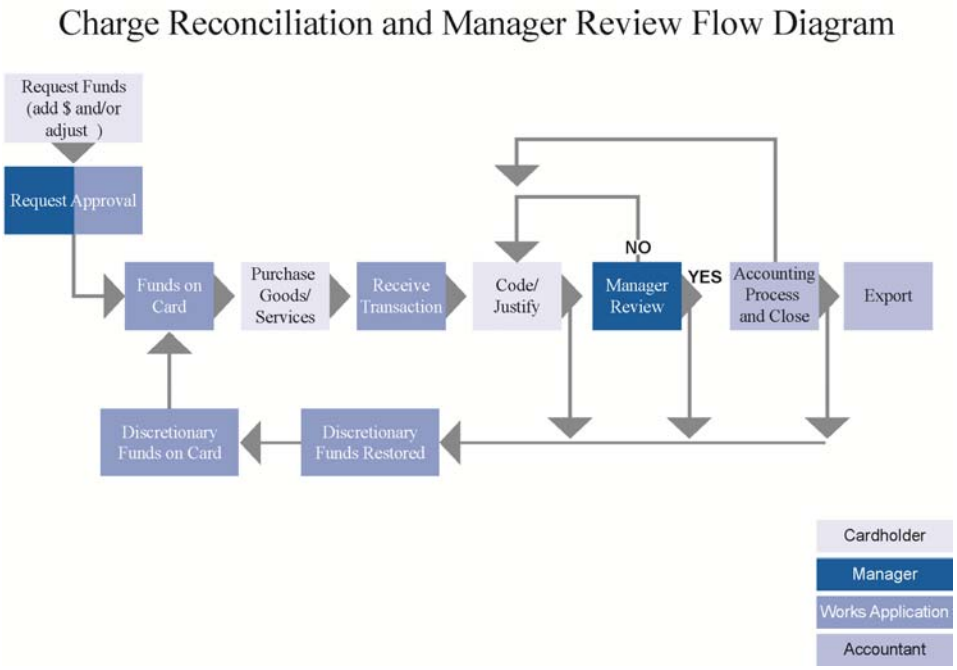
The Works application will offer the State a streamlined process that allows cardholders to request spending authority be added to their cards based upon the appropriate approvals.



Purchase Request Process

- The Works product is configured to map approval to each agency or entity hierarchy and spending authority. If a purchase requires multiple approvals based on hierarchy and/or spending authority, the system can automatically route the purchase request for approval and upon final required approval, the spending authority or funds are instantly added to the requester's card.

- When a transaction is processed against a request, the program administrator can require a cardholder to reconcile the transaction. Upon reconciliation, if the amount of the transaction is less than the request, any remaining spending authority available on the card will be removed, thereby, limiting all exposure to the State.
- When using the Works solution, the State can blend cardholder privileges providing a set amount of discretionary funds (generally available on the card) and request funds (only available post-approval).
- The Works product can be configured to mandate that all or selected transactions be reviewed by the cardholder's manager or designee after the transaction has occurred. Post-purchase review ensures that the cardholder's purchases are within the State's policy guidelines to maximize program effectiveness.

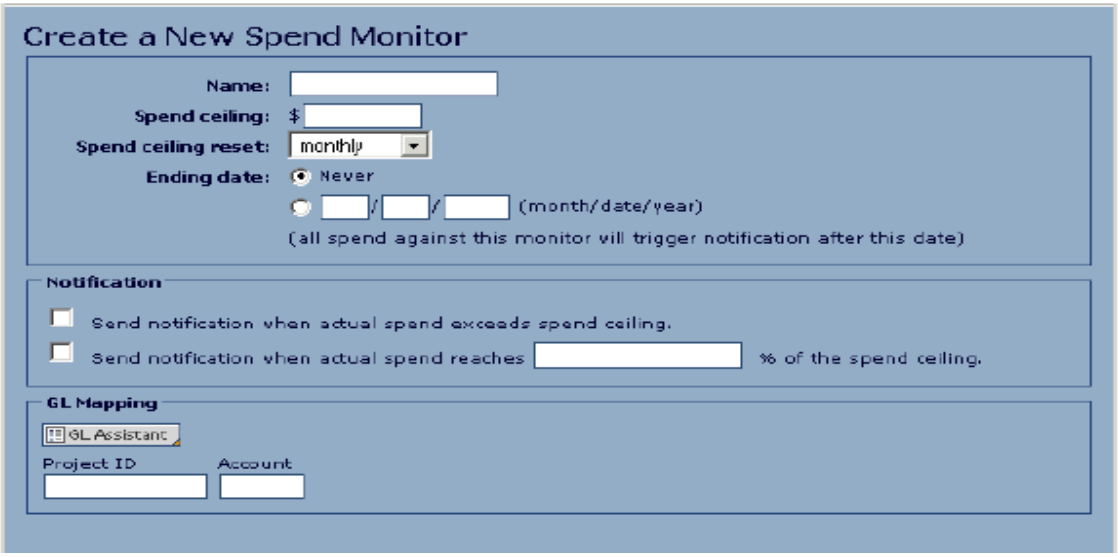


Declining Balance Cards Issuance

- Using the card administration tools available within the Works application, cards can be issued with declining balance functionality. This is ideal for managing set budgets on projects or special expense types (e.g. infrequent users, special projects).
- The State can couple the use of declining balance cards with Spend Monitors to easily manage budgets with little to no card management oversight required.

Spend Monitors for Budget Management

- Within Works, Spend Monitors can be established for the management of budgets for special projects, grants or other budget items. The State can create a Spend Monitor and assign it to monitor one or more specific general ledger or project/budget codes. The Spend Monitor monitors card activity across the State and reports total spend against a pre-set spending budget.
- The Spend Monitor provides instant e-mail warnings when a budget is reaching certain thresholds of spend (e.g. 80% of budgeted dollars have been spent) so that project managers and/or management can monitor progress and adjust the budget or project as needed. At any time, those individuals assigned access to view a Spend Monitor, can review spending at a summary level or by transaction.



5.1 Lost/Stolen or Counterfeited Cards - Bank of America Fraud Control

The Bank of America Fraud Prevention Unit monitors activity for suspicious transactions based on various characteristics, such as Merchant Category Codes (MCC) known to be high risk for fraud. In these cases, the first transaction may be allowed to authorize. However, subsequent transactions will refer or decline, pending a contact with the cardholder or program administrator, to determine the acceptability of the transactions.

In addition to the high-risk transactions, the Fraud Prevention Unit also monitors patterns of activity to identify transactions consistent with fraud. If fraudulent activity is detected, the cardholder or State program administrator may be contacted. The authorizations also may be temporarily blocked for positive verification.

Lost/Stolen Cards

Lost or stolen cards are reported in a two-step process to allow for maximum control and fraud prevention:

- First, the user or program administrator marks the card Lost/Stolen in the Works application, which will begin blocking all authorizations against the card.
- The user or program administrator calls Bank of America customer service to notify us of the loss. This triggers the appropriate paperwork to be completed thereby minimizing the liability according to Visa/ MasterCard rules.

Counterfeited Cards:

Bank of America has several security and control measures in place to minimize the State's overall exposure to lost, stolen or counterfeited cards:

- To maintain control of all aspects of corporate and commercial card issuance, Bank of America cards are embossed at a secure production facility under the process of dual custody.
- Before a new, replacement or reissued card can be used, a cardholder must call the Bank of America toll-free, 24-hour customer service number for activation. This procedure ensures that the correct cardholder is in possession of the card.
- To reduce the possibility of complete card reproduction, Bank of America embosses certain fraud control features on its cards and includes an algorithm within the magnetic stripe.
- To help limit unauthorized purchases on an account that does not belong to a specific State cardholder (i.e. ghost, supplier, department accounts), Bank of America will work with the State to establish extensive authorization controls to virtually eliminate liability exposure.
- To aid in the early identification of unauthorized use, a rules-based fraud detection application system is in operation. This system automatically monitors account activity and alerts the Bank of America Card Services Fraud division to potential fraud. When suspicious activity on an account is identified, Bank of America Card Services Fraud division utilizes an outbound fraud verification process.
- To help prevent unauthorized charges from occurring, lost/stolen card reporting is available 24 hours a day, 7 days a week.
- To help limit unauthorized purchases, it is important to properly identify and issue cards only to those State employees with legitimate card needs.

  Bank of America will work closely with your program administrator to identify and make recommendations about which departments and employees typically need the Bank of America card.
- Bank of America can assist the State with the development of cardholder training materials and agreements that are designed to help increase employee awareness of your card program objectives and cardholder responsibilities.

Card Suspension and Cancellation

Cards can be suspended or cancelled online, in real time, through the Works application.

5.2 Unauthorized Use of Cards and Liability to the State and Participating Jurisdictions

To protect the State from misuse and to reduce corporate exposure, Bank of America offers free liability waiver coverage for up to $100,000 per authorized cardholder for all of our corporate purchasing cardholders in programs with a minimum of five cardholders.

The State is not liable for transactions resulting from unauthorized use of a lost or stolen card as long as:

1. Notice is given as soon as possible within the first 24 hours following discovery of the loss, theft or unauthorized use.
2. The State and the cardholder assist in investigating facts and circumstances relating to the loss, theft or unauthorized use.

The State is liable for unauthorized charges on ghost, supplier and department cards. This is because the card associations limit the bank's ability to charge back unauthorized transactions to a supplier when the account does not belong to a specific cardholder. Due to the large number of authorization restrictions typically placed on these account types, unauthorized transactions are rare.

Cardholder Abuse

While the State will not be liable to Bank of America for personal charges that do not directly or indirectly benefit the State (defined as misuse or abuse), any unpaid personal charges that are charged off will be offset against your qualifying rebate. Therefore, the State has a financial interest to monitor and prevent personal use of its card program. Bank of America believes the best way to limit cardholder abuse is to prevent the abuse from ever occurring at all. To that end, Bank of America provides a sophisticated authorization system that allows the State to define cardholder spending controls that, if violated, would result in a declined authorization at the point of sale. In addition, Bank of America provides exception reporting that allows the State to detect unusual spending patterns and possible cardholder abuse.

In the event that cardholder abuse does occur, Bank of America provides coverage through the card association's misuse protection program. This coverage will be subject to the terms and exclusions of the misuse protection program as established from time to time by the program underwriters. The State must also meet all of its obligations under the program including but not limited to termination of the employee.

5.3 Card Issuance Management

Bank of America will enable your program administrator to determine whom cards shall be issued to and assign credit limits based upon the cardholder's monthly expenditure needs and prior approval of the program administrator. All card numbers are assigned random numbers via the Total Systems TS2 processing platform with the expiration dates being 2 years or less. Card delivery methods are U.S. Mail or overnight delivery service.

If needed, an Agency could stagger a card(s) expiration dates for 1, 2 and 3 years.

5.4 Vendor Restrictions

The State can apply restrictions concerning types of vendors with which the purchasing card may be used by setting Merchant Category Code (MCC) Restrictions through Works.

Superior Vendor Restriction

- Within the Works application, the State can easily set and adjust MCC privileges real-time. The State can restrict use based on MCCs and/or prompt notification e-mails for spend at a specific merchant type.
- The State can also require an audit of all transactions under specific MCC codes. For example, it can review all MCC purchases for entertainment category merchants, hotel and car rental. An audit log is created and available for review anytime, providing increased flexibility in card use while not eliminating the organization's ability to control spending.
- Customers can add more granularities with Preferred Vendor Tables, set up on TSYS that restrict purchases according to Vendor.
- Diversion Accounting will allow cardholders to make larger purchases at specific MCCs without exhausting their credit limit.

5.5 Disputed Charges

Steps For Timely Dispute Resolution
This is intended as a guide to assist the State with completing a dispute form. A dispute is a legal process.
▪ The fastest way to resolve a problem with a purchase or transaction is to work directly with the merchant.
▪ If the State can't resolve the issue with the merchant, you must initiate a dispute with Bank of America within 60 days of the close of the billing cycle in which the transaction occurred.

▪ To file a dispute, complete the Commercial Card Claims Statement of Disputed Item (Dispute Form) form.
▪ This form can be completed on paper or through Works, our Web-based reporting tool.
▪ Make sure you complete accurately.
▪ Answer each question completely – all information is required.
▪ If you do not provide all the information requested, the Claims Department will contact the person filing the dispute for the information, delaying the resolution of the dispute.
  ▪ Company-Name – the name of the organization you work for
  ▪ Account Number – the 16-digit credit card account the dispute relates to
  ▪ Cardholder Name – the name on the account
  ▪ Billing Close Date – the date of the close of the cycle in which the transaction first appeared
  ▪ Transaction Date – the date the transaction was made (from your receipt or statement)
  ▪ Reference Number – the 23-digit reference number generated for each transaction from your statement

Steps For Timely Dispute Resolution
▪ Merchant Name and Location – the business name of the merchant and the city and state in which they are located ▪ Posted Amount and Disputed Amount - the dollar amount of the transaction that posted to your account and the amount that you are disputing (e.g. you may have charged $400, but are only disputing $150 of the total amount – do not dispute the whole transaction if you are only questioning a portion of the transaction)
▪ Fax the completed form and keep a copy of the fax transmission report. If completing the form in Works, this step is not necessary. ▪ The form will be imaged and the dispute processed. ▪ If Commercial Claims requires more information, they will send a letter to the cardholder at the address on file with Bank of America. ▪ The State must respond to the request for more information, even if it's to say you have no more detail, or the dispute will be considered closed.
▪ Cardholders may call Commercial Card Customer Service to check on the status of a dispute or with questions regarding a dispute.
▪ Merchants have 60 days to respond to the dispute. ▪ The merchant may request more information during that time, or may protest the dispute. ▪ The State will then have another opportunity to restate your case and the merchant has another opportunity to respond. ▪ It can take several months to fully resolve a dispute and it may also go to arbitration with the associations.

The State has elected to leave the disputed item on the invoice/balance due while the dispute is being investigated, the amount is paid by the State, then if the dispute resolution is found to be in favor of the State, a credit is issued back to the State for that amount. This is a best practice as many of our state and public sector clients have found this second option much easier to manage.

5.5.1 Dispute Timeframe

The State must initiate a dispute with Bank of America within 60 days of the close of the billing cycle in which the transaction occurred.

State Cardholders may call the dedicated Customer Service Representative to check on the status of a dispute or with questions regarding a dispute.

5.6 Lost or Stolen Cards

The State will not be liable for transactions resulting from unauthorized use (fraud) of a lost or stolen cardholder account as long as:

- Notice is given to Bank of America as soon as practically possible within the first 24 hours following discovery of the loss, theft or possible unauthorized use.
- The State and the cardholder assist Bank of America in investigating facts and circumstances relating to the loss, theft or possible unauthorized use.

It should be noted that the State would be liable for unauthorized charges on ghost, supplier and department cards because the card associations limit the bank's ability to charge back unauthorized transactions to a supplier when the account does not belong to a specific cardholder.

Due to the large number of authorization restrictions that are typically placed on these account types, unauthorized transactions are very infrequent.

Superior Lost/Stolen Card Safeguards

Bank of America has several safeguards in place to minimize the State's overall exposure to unauthorized use:

- To maintain control of all aspects of corporate and commercial card issuance, Bank of America cards are embossed at a secure production facility under the process of dual custody.
- Before a new, replacement or reissued card can be used, a cardholder must call the Bank of America toll-free, 24-hour customer service number for activation. This procedure ensures that the correct cardholder is in possession of the card.
- To reduce the possibility of complete card reproduction, Bank of America embosses certain fraud control features on its cards and includes an algorithm within the magnetic stripe.
- To help limit unauthorized purchases on an account that does not belong to a specific cardholder (i.e. ghost, supplier, department accounts), Bank of America will work with the State to establish extensive authorization controls to virtually eliminate liability exposure.
- To aid in the early identification of unauthorized use, a rules-based fraud detection application system is in operation. This system automatically monitors account activity and alerts the Bank of America Card Services Fraud division to potential fraud. When suspicious activity on an account is identified, Bank of America Card Services Fraud division utilizes an outbound fraud verification process.
- To help prevent unauthorized charges from occurring, lost/stolen card reporting is available 24 hours a day, 7 days a week.
- To help limit unauthorized purchases, it is important to properly identify and issue cards only to those employees with legitimate card needs. Bank of America will work closely with your program administrator to identify and make recommendations about which departments and employees typically need the Bank of America card.

- Bank of America can assist the State with the development of cardholder training materials and agreements that are designed to help increase employee awareness of your card program objectives and cardholder responsibilities.

5.7 Cancellation of Cards

Works

With Works, our online account management system, the State's program administrator will enjoy online cardholder enrollment effective after program conversion. The program administrator will also have sole authority to order/cancel cards, approve new cardholder accounts, and change account parameters, coding and other cardholder information. The State will be able to process card program maintenance items electronically to reduce paperwork and processing time. Cards can be suspended or cancelled online, in real time, through the Works application.
In the event that an agency or entity's program administrator needs to cancel a card immediately, they should contact the account specialist.

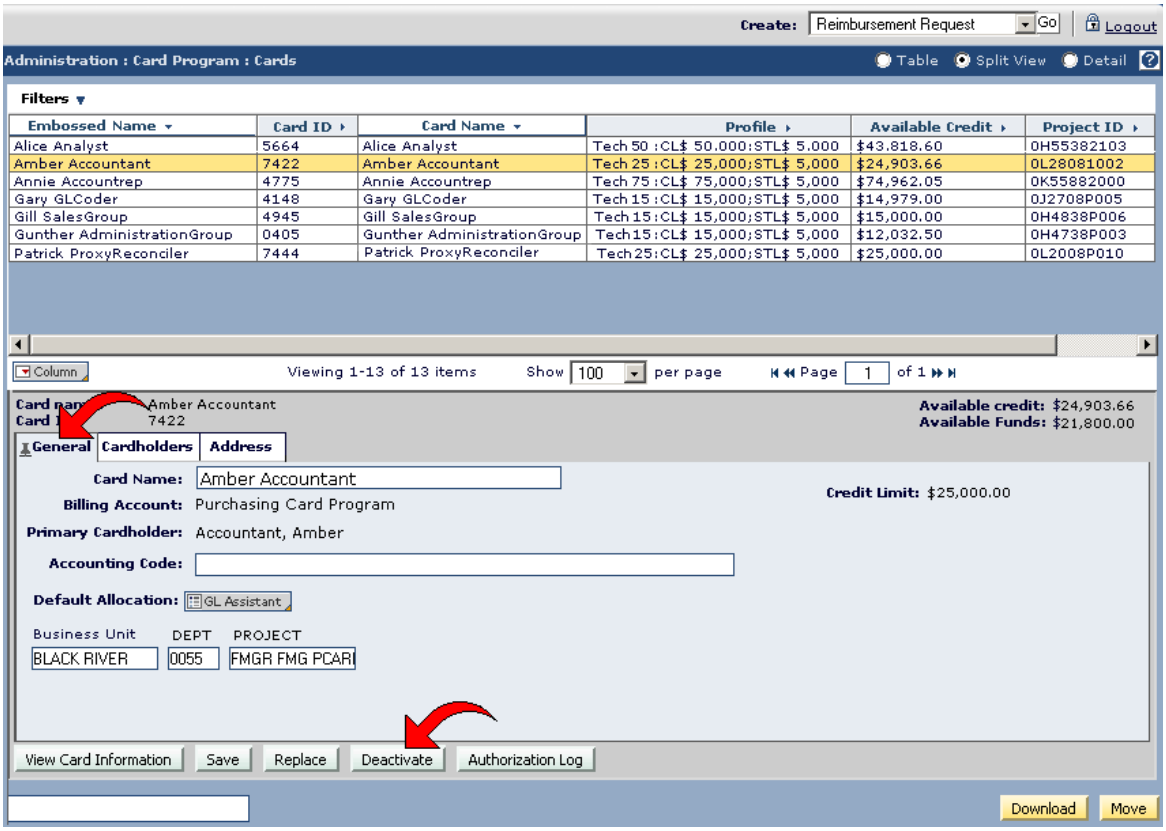
Cards can be suspended or cancelled online, in real time, through the Works application.

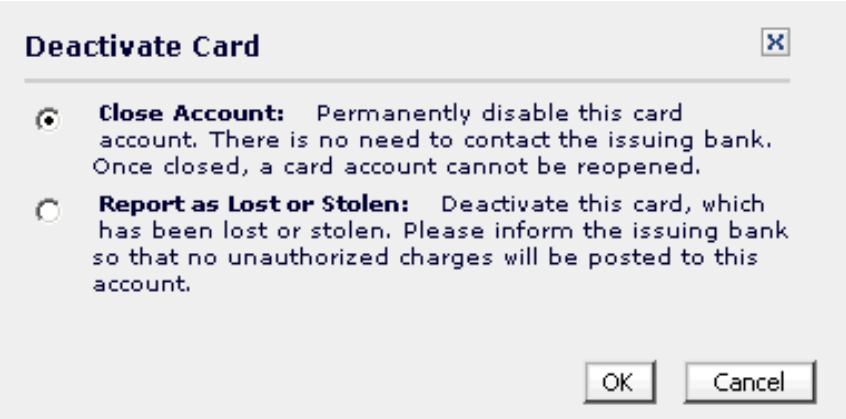
To delete, cancel or remove cards, the administrator:

- Uses an automated search engine to perform a simple card search
- Marks the card cancelled

Once marked, card cancellations take effect within 5-7 seconds..

We have provided a screen shot below.





Card Status Report

All cards, either active or cancelled, are shown in this report. Additional information, including the card's last transaction date, can help an Administrator find cards that are not being actively used.

Card Status

embossed name	embossed line 2	card number	card nick name	email address	card status	card holder	group	date user created	date card activated	date user deleted	date card deactivated	profile name	default gl	last txn date	single txn limit	credit limit	username	payee ID	date card account opened
TYSON DANIELS	FRIENDLY BUSINESS CO-BOA	1437	Tyson Daniels	devnull@works.com	Deactivated	Daniels, Tyson	Development	03/02/06 15:09:37	05/11/06 17:05:29	05/11/06 17:16:40	05/11/06 17:17:11	INACTIVE PROFILE		05/11/06	0.00	0.00	tdaniels		05/11/06
TYSON DANIELS	FRIENDLY BUSINESS CO-BOA	4522	Tyson Daniels	devnull@works.com	Deactivated	Daniels, Tyson	Development	03/02/06 15:09:37	05/11/06 17:05:31	05/11/06 17:16:40	05/11/06 17:17:11	INACTIVE PROFILE		05/11/06	0.00	0.00	tdaniels		05/11/06
PHILLIPS DUGANS		4861	Phillip S Dugan	devnull@works.com	Activated	Dugan, Phillip	East	01/27/06 11:22:52	01/27/06 11:28:12			$1M ePayables (Many-to-One/Line-Item)	--9999-9999	07/10/06	0.00	1000000.00	phillip55	46587	01/27/06
RHONDA DUNLOP		3280	Rhonda Dunlop	devnull@works.com	Activated	Dunlop, Rhonda	Product Marketing	01/27/06 11:22:52	01/27/06 11:28:16			Standard Purchasing: $75k Credit Limit	--9999-9999	08/15/06	0.00	75000.00	rdunlop55		01/27/06
KARI EASTMAN		4747	Karl Eastman	devnull@works.com	Activated	Eastman, Karl	East	01/27/06 11:22:51	01/27/06 11:28:19			Cadillac	5000--1234-1234	05/16/06	0.00	20000.00	eman55	11435	01/27/06
ALESIA ELLIS	FRIENDLY BUSINESS CO-BOA55	8271	Alesia Ellis	alesia.ellis@bankofamerica.com	Deactivated	Ellis, Alesia	Alesia's Group	05/16/06 09:37:07	05/16/06 15:30:11	06/13/06 10:14:09	06/13/06 10:14:57	INACTIVE PROFILE		05/16/06	0.00	0.00	ayellis		05/16/06
TYREE ETHERIDGE	FRIENDLY BUSINESS CO-BOA55	9443	Tyree Etheridge	devnull@works.com	Deactivated	Etheridge, Tyree	Terrie's Group	05/16/06 09:36:58	05/17/06 13:25:15	06/13/06 10:15:41	06/13/06 10:15:57	INACTIVE PROFILE			0.00	0.00	nbkjo17	1188	05/16/06
TYREE ETHERIDGE	FRIENDLY BUSINESS CO-BOA55	6333	Tyree Etheridge	devnull@works.com	Deactivated	Etheridge, Tyree	Terrie's Group	05/16/06 09:36:58	05/16/06 16:42:23	06/13/06 10:15:41	06/13/06 10:15:57	INACTIVE PROFILE	2800-28001--	05/16/06	0.00	0.00	nbkjo17	1188	05/16/06
JAKE MD JACKSON	FRIENDLY BUSINESS CO-BOA	1168	Jake MD Jackson	devnull@works.com	Deactivated	Jackson, Jake	Cocoa	05/16/06 11:55:40	05/16/06 15:30:20	06/13/06 10:11:34	06/13/06 10:11:57	INACTIVE PROFILE	1313-13131--	05/16/06	0.00	0.00	BADJAKE		05/16/06
JIM LAMPELLA	FRIENDLY BUSINESS CO-BOA55	4185	Jim Lampella	devnull@works.com	Deactivated	Lampella, Jim	Jim's Goup 5-16-06	05/16/06 09:37:00	05/16/06 15:30:26	06/13/06 10:11:33	06/13/06 10:11:57	INACTIVE PROFILE		05/16/06	0.00	0.00	jim.lamp		05/16/06

All information is confidential. Property of Friendly Business Co-55. Page 2 of 4 Powered by Works

5.7.1 Describe what happens if a charge is posted to a cancelled account.

Once a card is marked cancelled, all further card authorizations will be declined. Any trailing transactions that have been previously authorized will post to the closed account.

5.8 Restriction setting for "Out-of-Country" purchases/charges

We have this capability – however it is accomplished outside of the Works platform. We can place a block on all international transactions by setting up a specific group to block international transactions and another group to allow them. This setup will be coordinated by Pam Stallings during implementation in coordination with our Risk Management department.

6.0 Reports

With Works, reports are available to the State in real-time. Each report has a customization tool that provides a user the ability to define time period, organizational view, transaction timing and cardholders to be included in reports, as well as other variables. Reports can be viewed online, printed, downloaded as Adobe PDF files, downloaded as Microsoft Excel files or downloaded as comma separated files that can be exported into standard reporting packages or commonly used applications like Microsoft Access. Reports can also be saved to media such as a disk or CD-ROM.

New Accounts

The State can utilize Works to set up new accounts on a daily basis. This system can also provide verification of account information against the original request. Detailed information on all new accounts can be viewed on a daily basis via Works. A sample screen shot of this reporting option is provided below.

Card Request Log

This report tracks requests for new cards that were initiated inside Works. The report shows the Administrator who requested the card, the date of the card's activation within Works, the card profile assigned when first activated and the card profile currently assigned to the card.

Card Request Log

Date Range: 01/01/2006 to 06/28/2006

requested for	card number	embossed name 1	embossed name 2	card nick name	date requested	date activated	requesting admin	activating admin	initial profile name	current profile name	card status	date opened	submitting official
Chomsky, Noam			FRIENDLY BUSINESS CO-BOA		06/21/06 13:37:40		Sumari, Pat		INACTIVE PROFILE		Request Pending	06/21/06	
clown, bozo			FRIENDLY BUSINESS CO-BOA		05/10/06 11:52:40		Sumari, Pat		Emergency (Long-Term)		Request Pending	05/10/06	
Concord, Gary	4197	GARY CONCORD	FRIENDLY BUSINESS CO-BOA55 test card program	GARY CONCORD	05/17/06 13:00:04	05/17/06 13:10:52		Works - Vander Stoep, Gary	Standard Purchasing: $100k Credit Limit	Sweet Tart	Activated		
Concord, Gary	0126	GARY CONCORD		Gary Concord	01/27/06 11:26:01	01/27/06 11:26:09	Works - Van Horn, Scott	Works - Van Horn, Scott	Standard Purchasing: $100k Credit Limit	INACTIVE PROFILE	Deactivated	01/27/06	
Corlette, Jen					08/14/06 16:21:55		Sumari, Pat		INACTIVE PROFILE		Request Pending	08/14/06	Sumari, Pat
Costa, Barbara	6929	BARBARA J COSTA	FRIENDLY BUSINESS CO-BOA55	Barbara J Costa - 2006	05/16/06 13:25:39	05/16/06 15:30:03	Sumari, Pat	Sumari, Pat	$1M ePayables	INACTIVE PROFILE	Deactivated	05/16/06	
Costa, Matthew	6185	MATTHEW COSTA	FRIENDLY BUSINESS CO-BOA	Matthew Costa	05/16/06 12:08:02	05/16/06 15:30:06	Sumari, Pat	Sumari, Pat	Copy of Standard Purchasing: $10k/$5k Credit Limit	INACTIVE PROFILE	Deactivated	05/16/06	
Daniels, Tyson	1437	TYSON DANIELS	FRIENDLY BUSINESS CO-BOA	Tyson Daniels	05/11/06 17:05:09	05/11/06 17:05:29	Works - Van Horn, Scott	Works - Van Horn, Scott	Standard Purchasing: $50k Credit Limit	INACTIVE PROFILE	Deactivated	05/11/06	
Daniels, Tyson	4522	TYSON DANIELS	FRIENDLY BUSINESS CO-BOA	Tyson Daniels	05/11/06 17:05:22	05/11/06 17:05:31	Works - Van Horn, Scott	Works - Van Horn, Scott	Standard Purchasing: $50k Credit Limit	INACTIVE PROFILE	Deactivated	05/11/06	
Daniels, Tyson			FRIENDLY BUSINESS CO-BOA		03/02/06 15:14:20		Sumari, Pat		Standard Purchasing: $100k Credit Limit		Request Pending	03/02/06	
Delay, Kenny			FRIENDLY BUSINESS CO-BOA		05/10/06 11:37:59		Sumari, Pat		$1M ePayables		Request Pending	05/10/06	
Doe, Bob					08/16/06 09:01:46		Sumari, Pat		Standard Purchasing: $75k Credit Limit		Request Pending	08/16/06	Sumari, Pat
Dog, Goofy			FRIENDLY BUSINESS CO-BOA		05/10/06 11:36:53		Sumari, Pat		Librarians: $10k Credit Limit		Request Pending	05/10/06	
Drury, Bev		BEVERLY DRURY	CORALINE PROD CARD		06/23/06 12:38:02		Sumari, Pat		Standard Purchasing: $15k Credit Limit		Request Pending	06/23/06	

All information is confidential. Property of Friendly Business Co-55.

Page 3 of 5

Powered by Works

Bank of America Custom Reporting

Configurable (Ad-hoc) Reports

Through the Works configurable reports feature, users can create new templates at any time by selecting from over 650 fields of data. This flexibility allows the State to determine the content and layout of your reports. Scores of filters can be used to narrow the results – nearly every field can be filtered for true ad hoc reporting.

Works – Configurable Report Options	
Select from more than 650 data fields to create an endless variety of report templates	
Report Categories	▪ Card ▪ Purchase Request ▪ Audit ▪ Spend
Filter Examples	▪ Defined Groups ▪ Employees ▪ Card numbers ▪ Card profiles ▪ Card status categories ▪ Card statement periods
650 Data Fields	Fields include but are not limited to: ▪ Allocation ▪ Cardholder ▪ Card ▪ Transaction ▪ Card decline ▪ Card profile ▪ Card renewal date ▪ Cardholder spend limits

Report templates can be created, stored and scheduled for future use. Additionally, administrators can bookmark reports to be shared with other system users.

Disputed Items Report

The State can create and view detailed cardholder accounts and dollar amounts of items disputed by the cardholder, which have been removed from the account balance via Works. This is completed using configurable reports.

Existing Accounts, New Accounts and Reissued Accounts Reports

The State can view reports on volume, number of accounts, new accounts and reissued accounts via Works. This is completed using configurable reports.

Example: Card Request Log

This report track requests for new cards that were initiated inside Works. The report shows the Administrator who requested the card, the date of the card's activation within Works, the card profile assigned when first activated and the card profile currently assigned to the card.

Current and/or Available Balances

Example: Memo Statement

Any cardholder can view the statement associated with their card accounts, including historical transaction information. This feature helps eliminate the need for duplicate hard-copy statements and makes it possible to move from paper statements to electronic statements. We have provided a screen shot on the following page.

My Memo Statement

Date Range: 06/01/2006 to 06/28/2006

Friendly Business Co-55
123 Oak St
Austin, TX 78722

Purchases:	$11,075.55
Other Charges:	$0.00
Credits:	$0.00
Total:	$11,075.55
Payments:	$0.00

Dunlop, Rhonda Card Number: *3280 Group: Product Marketing

Purchases:: $11,075.55 Other Charges:: $0.00 Credits:: $0.00 Total:: $11,075.55 Payments:: $0.00

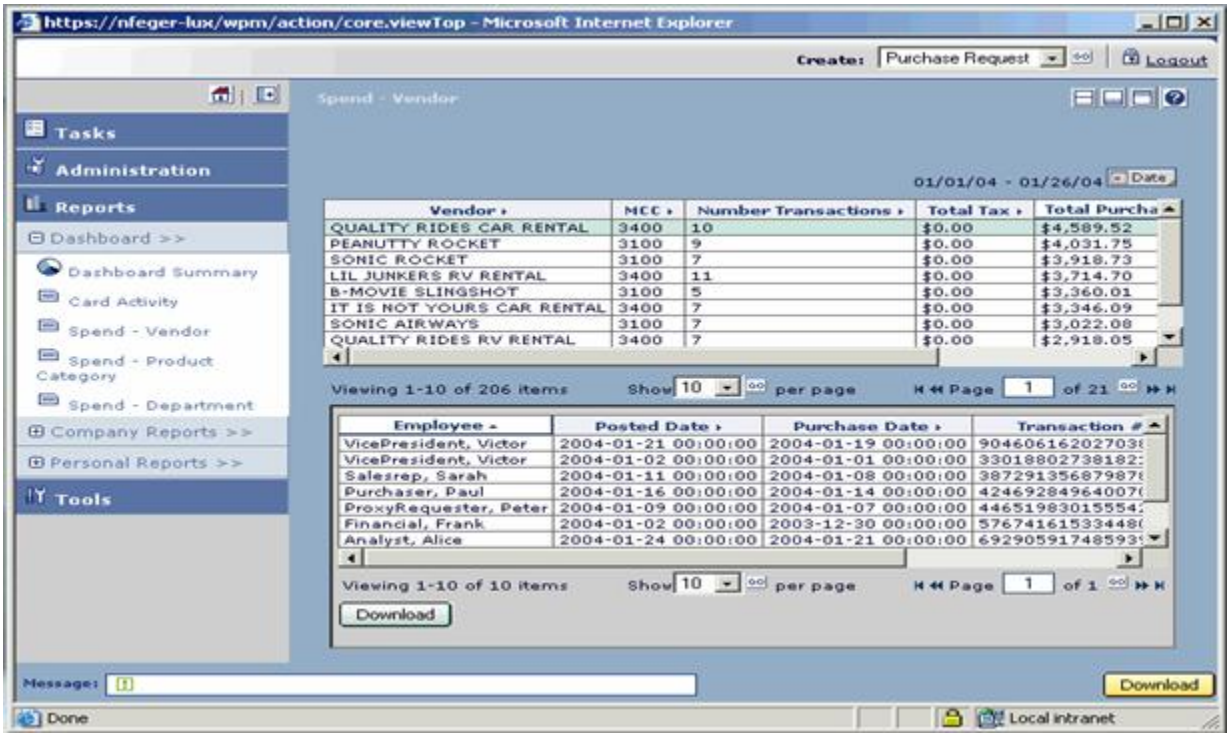
card holder	card number	group	reference #	posted date	transaction date	transaction description	document ID	document amount	amount	source amount
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	COURIER SERVICES-AIR AND G CO.	TXN00001367	$674.02	$674.02	$674.02
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	PLUMBING AND HEATING EQUIP CO.	TXN00001368	$342.13	$342.13	$342.13
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	CLEANING AND MAINTENANCE, J CO.	TXN00001369	$712.74	$712.74	$712.74
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	POSTAGE STAMPS CO.	TXN00001370	$523.10	$523.10	$523.10
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	HOME SUPPLY WAREHOUSE STOR CO.	TXN00001371	$75.58	$75.58	$75.58
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	EMPLOYMENT AGENCIES AND TE CO.	TXN00001372	$306.55	$306.55	$306.55
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	POSTAGE STAMPS CO.	TXN00001373	$388.02	$388.02	$388.02
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	PACKAGE STORES--BEER,WINE, CO.	TXN00001374	$984.06	$984.06	$984.06
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	STENOGRAPHIC SERVICES CO.	TXN00001375	$814.97	$814.97	$814.97
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	POSTAGE STAMPS CO.	TXN00001376	$962.05	$962.05	$962.05
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	PACKAGE STORES--BEER,WINE, CO.	TXN00001377	$928.40	$928.40	$928.40
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	EMPLOYMENT AGENCIES AND TE CO.	TXN00001378	$621.05	$621.05	$621.05
Dunlop, Rhonda	3280	Product Marketing	SYNTH	08/15/06	08/15/06	POSTAGE STAMPS CO.	TXN00001379	$839.99	$839.99	$839.99

All information is confidential. Property of Friendly Business Co-55. Page 1 of 2 Powered by Works

Year-to-Date Merchant Activity

The State can view year-to-date merchant activity statistics, by vendor name and commodity code for administrative analysis via Works.

A sample spend by vendor screen shot is provided.



Daily-Generated Transaction List

The State can view a daily-generated transaction list that is broken out by department, division/agency listing all the financial transactions that have been posted that day via Works.

For Example: Company GL Memo Statement

This version of your company billing statement includes detailed information on allocations assigned for each transaction, as well as comments entered on the individual transaction records. This statement can be generated by department or agency.

Company GL Memo Statement — Date Range: 01/01/2006 to 06/11/2006

Friendly Business Co-55
123 Oak St
Austin, TX 78722

Purchases:	$106,045.20
Other Charges:	$0.00
Credits:	$0.00
Total:	$106,045.20
Payments:	$0.00

Card Number: *6929 Group: Advertising

Purchases:: $2,379.78 Other Charges:: $0.00 Credits:: $0.00 Total:: $2,379.78 Payments:: $0.00

card holder	card number	group	reference #	posted date	transaction date	transaction description	txn amount	txn source amount	document ID	document total
Costa, Barbara	6929	Advertising	SYNTH	05/16/06	05/16/06	REAL ESTATE AGENTS AND MAN CO.	$936.03	$936.03	TXN00001235	$936.03
							allocation:	7273--1111-9999	amount:	$936.03
Costa, Barbara	6929	Advertising	SYNTH	05/16/06	05/16/06	DETECTIVE AGENCIES,PROTECT CO.	$393.20	$393.20	TXN00001247	$393.20
							allocation:	3200-46162-4030-9999	amount:	$70.62
							allocation:	3000-50000-4030-9999	amount:	$322.58
Costa, Barbara	6929	Advertising	SYNTH	05/16/06	05/16/06	BAKERIES CO.	$191.07	$191.07	TXN00001255	$191.07
							allocation:	3000-15801-4010-9999	amount:	$83.55
							allocation:	3100-21700-4020-9999	amount:	$107.52
Costa, Barbara	6929	Advertising	SYNTH	05/16/06	05/16/06	PUBLIC WAREHOUSING CO.	$859.48	$859.48	TXN00001287	$859.48
							allocation:	7273-65525-1111-9999	amount:	$859.48

Card Number: *6185 Group: Advertising

Purchases:: $2,733.40 Other Charges:: $0.00 Credits:: $0.00 Total:: $2,733.40 Payments:: $0.00

card holder	card number	group	reference #	posted date	transaction date	transaction description	txn amount	txn source amount	document ID	document total
Costa, Matthew	6185	Advertising	SYNTH	05/16/06	05/16/06	DETECTIVE AGENCIES,PROTECT CO.	$733.47	$733.47	TXN00001203	$733.47
							allocation:	7273-00818-1111-9999	amount:	$733.47

All information is confidential. Property of Friendly Business Co-55. Page 1 of 30 Powered by SpendWorks

1099 Reporting

Beginning in January 2012, the IRS has put the onus of 1099 reporting on the merchant accepting the transaction, as they are in the best position to provide this information. The State will not be responsible for 1099 of transactions on this Purchase Card program.

Unusual Activity Report

The State can view unusual activity through Bank of America exception reporting, which allows the State to detect unusual spending patterns and possible cardholder abuse.

Example: Single Transaction Limit Audit – Spend Evasion

As a precautionary measure, this spend evasion table helps the State spot suspicious activity or unauthorized spending by showing transactions that are close to a cardholder's single transaction limit and made on the same purchase date. This helps Administrators track purchases that may have been split into multiple transactions in order to evade the single transaction limit set on their account. Please see the screen print on the following page.

Spend - Evasion Table Split View Detail

Dates: 01/01/04 - 10/29/04

Card Holder Name	Card Holder Name	Vendor	MCC	Number Transactions	Total Pur
Harper, Darrell	1492	POWERWARE INC	5969	2	$1
Harper, Darrell	1492	ISS	5045	4	
Harper, Darrell	1492	COMPUTERS WORTH	5045	2	
Stonecipher, Liane	8171	CORPORATIONS INTERNET	9399	2	
Harper, Darrell	1492	ENTERPRISE COMPUTER SOLU	4816	2	
AP2, Works2	5119	WEBEX COMMUNICATIONS	7399	2	
Stewart, Whitney	8217	PRINT GRAPHICS AUSTIN	7333	2	
Stewart, Whitney	8217	HILTON HOTELS	3504	2	
Stewart, Whitney	8217	HYATT HOTELS LA JOLLA	3640	2	
AP2, Works2	5119	CONFERENCECALL.COM	7399	2	
Harper, Darrell	1492	VMWARE INC	7372	2	
AP2, Works2	5119	TALENT TREE INC	7361	2	
Flores, Alicia	8023	MEGABYTE EXPRESS INC	5943	3	

Viewing 1-40 of 40 items Show 100 per page Page 1 of 1

Employee	Posted Date	Purchase Date	Transaction #	Tax	Total Purchased
Harper, Darrell	05/05/04	05/03/04	TXN00006044	$0.00	$7,905.00
Harper, Darrell	05/05/04	05/03/04	TXN00006047	$0.00	$8,992.00

Viewing 1-2 of 2 items Show 100 per page Page 1 of 1

Download

Download

Value-Added Fraud and Abuse Protection

The Bank of America Fraud Prevention Unit monitors activity for suspicious transactions based on various characteristics, such as Merchant Category Codes (MCC) known to be high risk for fraud. If cardholder abuse does occur, the State is provided with coverage through the card association's misuse protection program. This coverage will be subject to the terms and exclusions of the misuse protection program as established from time to time by the program underwriters. You also must meet all of the obligations under the program including, but not limited to, termination of the employee.

Spend Summary Reports

Using the Works reporting customization tool, the State can set date parameters for reports customized to your data needs, such as viewing spend summary reports for specified periods, including: average ticket size, supplier diversity and top 10 expenditures by commodity. The State can also export data into standard reporting packages or commonly used applications like Microsoft Excel and perform extended analysis or create custom report formats.

Spend Information Reports

Using the Works reporting customization tool, the State can set payment category parameters for reports customized to your data needs. The State can also export data into standard reporting packages or commonly used applications like Microsoft Excel and perform extended analysis or create custom report formats. The capability will allow the State to narrow down payment categories by amount.

Other Reports

Works has a very robust reporting capability and provides a number of standard reports within the following categories: Spend Review Reports, Accounting and Audit Reports, Card Administration Reports, Cardholder Reports and Management Oversight Reports.

Reports can be viewed online, printed, downloaded as Adobe PDF files, Microsoft Excel files or CSV files that can be exported into standard reporting packages.

Works supports a tiered reporting hierarchy that allows the State to map product reporting and workflow to most organizational structures. It can support multiple agencies and departments, depending on specific State agency structures.

All of the State's data housed within the Works application or that flows through the application is considered your property. Bank of America and Works act to safeguard and manage this data on your behalf.

Configurable (Ad-hoc) Reports

Through the configurable reports feature available within the Works application, users can create new templates at any time by selecting from over 650 fields of data to determine the content and layout of reports based on the State's needs. Scores of new filters can be used to narrow the results in a report – nearly every field can be filtered for true ad hoc reporting.

WORKS – CONFIGURABLE REPORT OPTIONS	
Select from more than 650 data fields to create an endless variety of report templates	
Report Categories	▪ Card ▪ Purchase Request ▪ Audit ▪ Spend
Filter Examples	▪ Defined Groups ▪ Employees ▪ Card numbers ▪ Card profiles ▪ Card status categories ▪ Card statement periods
650 Data Fields	Fields include but are not limited to: ▪ Allocation ▪ Cardholder ▪ Card ▪ Transaction ▪ Card decline ▪ Card profile ▪ Card Renewal Date ▪ Cardholder spend limits

Report Formats
Reports can be viewed online, printed, downloaded as Adobe PDF files, Microsoft Excel files or Comma Separated Value files (CSV) that can be exported into standard reporting packages or commonly used applications like Microsoft Access. Reports can also be saved to media such as a disk or CD.

Data Storage
Data is stored for access within the Works application for a period of two years after which time it is archived for an additional five years for a total of (7) seven years.

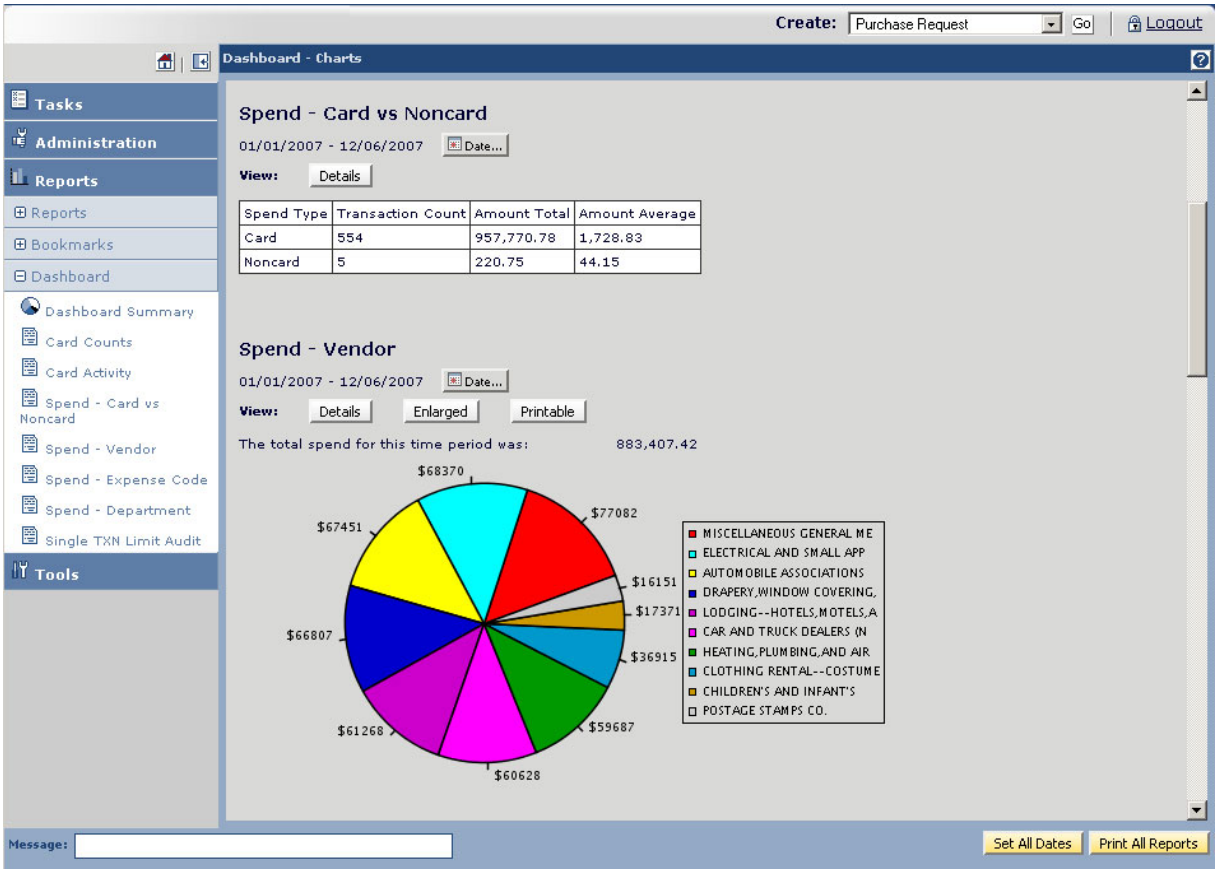
Scheduled Reports
Scheduled reporting is available to immediately generate configurable reports, at a specific time in the future, or recurring based on options selected by the user (daily, weekly, monthly, quarterly and every billing cycle).

Report templates can be created and stored for State use and users can pre-set or modify the expiration date of a completed report.

Access
Cardholders, program administrators, accountants and others are given roles that dictate what reports are available to them (these privileges are determined by your team during implementation) and populates reports with data that is within their scope.

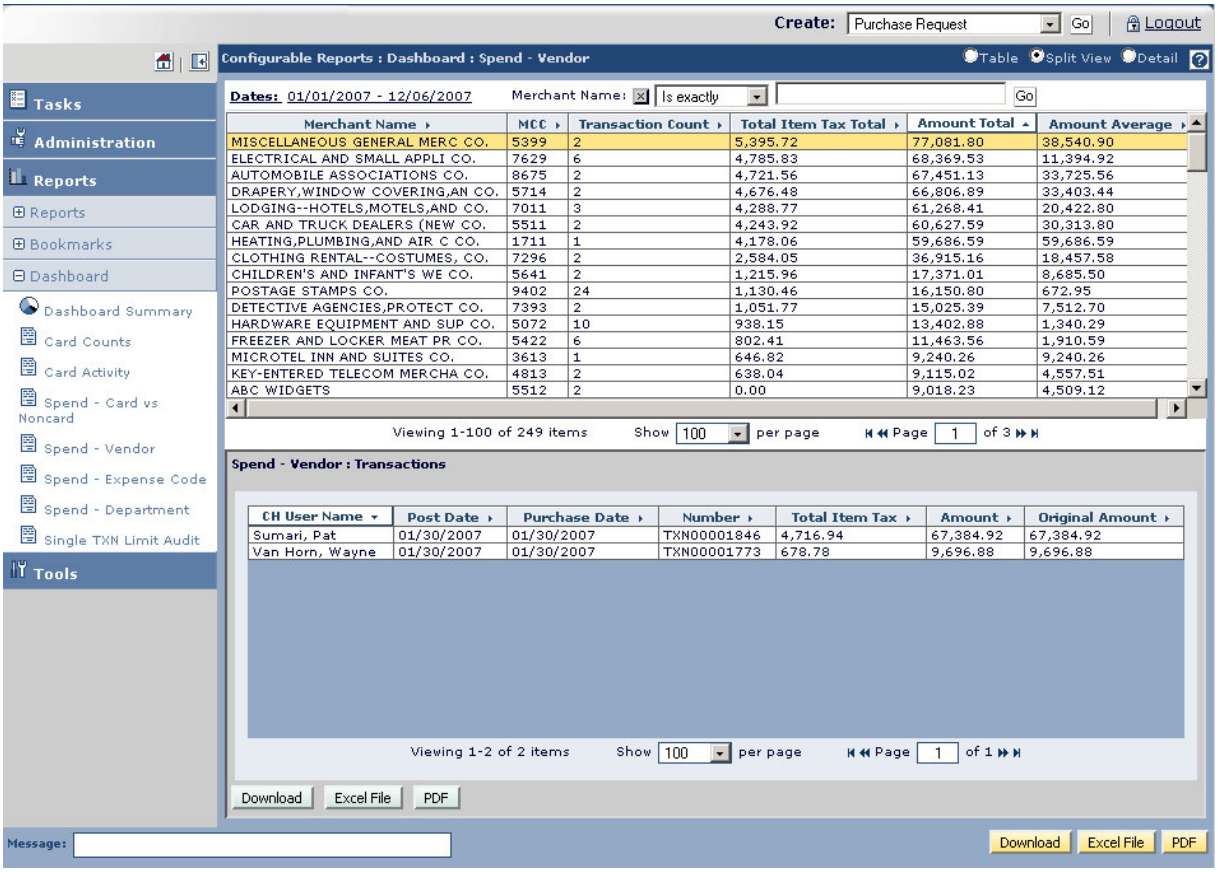
Users can enter the Works application and select "Reporting" on their home page and select the reports they would like to view.

Works – Spend by Vendor Dashboard Report – Overview Screen Shot



Spend Type	Transaction Count	Amount Total	Amount Average
Card	554	957,770.78	1,728.83
Noncard	5	220.75	44.15

Works - Spend by Vendor Report – Drill Down Screen Shot



Merchant Name	MCC	Transaction Count	Total Item Tax Total	Amount Total	Amount Average
MISCELLANEOUS GENERAL MERC CO.	5399	2	5,395.72	77,081.80	38,540.90
ELECTRICAL AND SMALL APPLI CO.	7629	6	4,785.83	68,369.53	11,394.92
AUTOMOBILE ASSOCIATIONS CO.	8675	2	4,721.56	67,451.13	33,725.56
DRAPERY,WINDOW COVERING,AN CO.	5714	2	4,676.48	66,806.89	33,403.44
LODGING--HOTELS,MOTELS,AND CO.	7011	3	4,288.77	61,268.41	20,422.80
CAR AND TRUCK DEALERS (NEW CO.	5511	2	4,243.92	60,627.59	30,313.80
HEATING,PLUMBING,AND AIR C CO.	1711	1	4,178.06	59,686.59	59,686.59
CLOTHING RENTAL--COSTUMES, CO.	7296	2	2,584.05	36,915.16	18,457.58
CHILDREN'S AND INFANT'S WE CO.	5641	2	1,215.96	17,371.01	8,685.50
POSTAGE STAMPS CO.	9402	24	1,130.46	16,150.80	672.95
DETECTIVE AGENCIES,PROTECT CO.	7393	2	1,051.77	15,025.39	7,512.70
HARDWARE EQUIPMENT AND SUP CO.	5072	10	938.15	13,402.88	1,340.29
FREEZER AND LOCKER MEAT PR CO.	5422	6	802.41	11,463.56	1,910.59
MICROTEL INN AND SUITES CO.	3613	1	646.82	9,240.26	9,240.26
KEY-ENTERED TELECOM MERCHA CO.	4813	2	638.04	9,115.02	4,557.51
ABC WIDGETS	5512	2	0.00	9,018.23	4,509.12

CH User Name	Post Date	Purchase Date	Number	Total Item Tax	Amount	Original Amount
Sumari, Pat	01/30/2007	01/30/2007	TXN00001846	4,716.94	67,384.92	67,384.92
Van Horn, Wayne	01/30/2007	01/30/2007	TXN00001773	678.78	9,696.88	9,696.88

Transaction Level Data, Including Level I, II and III Data Capture

A significant benefit of the Works solution is its online transaction-logging feature. This optional feature gives cardholders the ability to log detailed transaction information for purchases as they are made, including invoice-level line item details. The online log supports the pre-allocation of transactions and enables cardholders to allocate a purchase down to a line-item level. Discounts and shipping information can also be broken out to reflect accurate transaction information. Logged items are automatically matched and reconciled to settled transactions as they are posted. Cardholders need only review non-matched exception transactions; thereby, eliminating much of the work associated with typical purchasing card reconciliation processes.

Matched transactions also contain the allocation and transaction details entered into the log. This powerful tool enables the State to receive the desired level of transaction and accounting detail for purchasing card transactions without having to rely on your suppliers' point of sale capabilities. If a merchant passes Level I, II or III data, it will be available for review within the Works application.

Another new feature is Customer Reference Identifier (CRI) to General Ledger (GL) mapping that allows clients to map incoming CRI value sets, which have been inputted by vendors, with specific General Ledger codes for automated reconciliation.
The following is a list of the standard reports available via Works Payment reporting solutions:

WORKS REPORTS	
Dashboard	
Dashboard Summary	Combined view of all dashboard reports with graphical charts
Card Activity	Review your spend by card
Spend - Vendor	Review your spend with each vendor
Spend - Company Supplier	Review your spend with company suppliers
Spend - Product Category	Review your spend by product category
Spend - Department	Review your spend by company department
Single TXN Limit Audit	Review an audit history of transactions that exceed the single transaction limit on cards
Spend Reports	
1099 Supplier Spend	Review your spend with 1099 suppliers
Approved Spend	Review approved purchase requests
Company Billing Statement	Review the billing statement for the State
Company GL Memo Statement	Review your memo statement with additional general ledger information
Forced Capture	Review card transactions with suspicious authorization codes that need to be validated
Group Owner Memo Statement	Review all card transactions (regardless of status) in your scope for the current or previous billing cycles
MCC Audit	Review card transactions for vendors that triggered a cardholder's card profile MCC setting of "permit and notify"
Non-preferred Supplier Spend	Review your spend with non-preferred suppliers
Payable Allocation	Review allocation details in transactions and reimbursements.
Payable Allocation Detail	Create an export file (non-printable) of transaction data
Payables by Barcode Index	Review payables grouped by barcode
Purchase Request History	Review purchase requests for a specified date range
Socioeconomic Indicators	Review your spend with vendors of specific corporation status, or socioeconomic indicators
Spend By MCC Summary	Review total expenditure within each MCC
Spend Monitor	Review transactions coded to the spend monitor for a specified date range

Tax Audit	Review tax tracking information for transactions
Travel Spend	Review your spend with vendors in travel MCCs
Card Reports	
Cancelled Cards	Review details of cancelled cards
Card Adjustment History	Review an audit history of spend for a specific card
Card Declines	Review details of declines
Card Past Due	Review details of the past due balances on cards
Card Request Log	Review details of the request and activation of all cards
Card Status	Review details of all cards
Org Reports	
Org/GL Audit Log	Review an audit history of changes to the organization, general ledger and company policies
Profile Change Log	Review an audit history of changes to card profiles
Extended Transaction Details	
Airline Spend Detail	Review details of all airline-related expenses
Airline Spend Summary	Review a summary of all airline-related expenses per carrier
Car Rental Spend Detail	Review details of all car rental expenses
Car Rental Spend Summary	Review a summary of all car rental expenses per vendor
General Purchase Spend Detail	Review details of all general purchase expenses
General Purchase Spend Summary	Review a summary of all general purchase expenses per vendor
Hotel Spend Detail	Review details of all hotel-related expenses
Hotel Spend Summary	Review a summary of all hotel-related expenses per hotel
Services Spend Detail	Review details of all temporary service expenses
Services Spend Summary	Review a summary of all temporary service expenses per vendor
Shipping Spend Detail	Review details of all shipping-related expenses
Shipping Spend Summary	Review a summary of all shipping-related expenses per vendor

7.0 On-line Capabilities

Bank of America Works

Bank of America is proposing our Works card management application for the State's online Purchasing card administration. Works is a Web-based electronic payment management solution that connects payment management automation with the global credit card network. It allows the State to improve the efficiency of an existing purchasing card program and expand its usage to a higher percentage of organizational spend.

By choosing the Bank of America Corporate Purchasing Card and Works, our Web-based card reporting and management tool, the State can reduce purchasing, reconciliation and AP processing expenses. The Works platform allows the State unmatched control and flexibility with its card program.

Works provides the most advanced card control technology available in the marketplace. The Works service features a patent-pending technology called Active Card Control that allows the State to manage your card program with optimum control tailored to your organization's needs. Your organizational hierarchy will be mapped in the application and controls set as desired by each group.

Access to Works is granted by the State and each Agency. The role and scope of that access, if granted, is also defined by the State and each Agency. It's possible for a cardholder to have an active card, but not have any access to Works. However the State or Agency program administrator would access Works on behalf of the cardholder so changes can be readily made, such as: order cards, deactivate cards or raise limits.

Works Control Features

Dynamic Management of Available Funds

- Using the easy to use Web-based management tool, card administrators can adjust available funds on any card within 5-7 seconds allowing for ease in emergency purchases and more.
- Issue zero dollar ($0) cards to cardholders that have infrequent need for the use of a card and add funds to the card only when a purchase is required. This allows the State to maximize the use of your card program through extended cardholder issuance while minimizing your exposure because the cards are virtually useless without funds.
- Zero dollar cards can also be used for supplier cards that allow the State to control how, when and how much the State pays suppliers.

MCC Restrictions

Within Works, the State can easily set and adjust MCC privileges real-time. You can restrict use based on MCCs or as addressed above, the State can require post-purchase review of transactions at a specific merchant type.

You can also require audit of all transactions under specific MCC codes. For example, the State can review all MCC purchases for entertainment category merchants.

An audit log is created and available for review at anytime. This allows for increased flexibility in card use while not eliminating your organization's ability to control spending.

Transaction Limits

Within Works, the State can easily set and adjust transaction limits for cards or groups of cards. You can set transaction limits by:

- Maximum transactions allowed per day
- Maximum transaction amount

Spend Monitors for Budget Management

- Within Works, Spend Monitors can be established for the management of budgets for special projects, grants or other budget items. Spend Monitor monitors card activity across the individual or groups of cards assigned to it and monitors total spend against a budget. The Spend Monitor can manage available funds on cards based on the money left in the budget.
- The Spend Monitor provides instant e-mail warnings when a budget is reaching certain thresholds of spend (e.g. 80% of budgeted dollars have been spent) so that project managers and/or management can monitor progress and adjust the budget or project as needed. At any time, those individuals assigned access to view a Spend Monitor, can review spending at a summary level or by transaction.

Declining Balance Card Issuance

- Using the card administration tools available within the Works application, the State can issue cards with declining balance functionality. This is ideal for managing set budgets on projects or special expense types (e.g. relocation assistance).
- You can couple the use of declining balance cards with Spend Monitors to easily manage budgets with minimum card management or oversight required.

New Card Issuance

The card administrator requests cards online. The cards are mailed to the card administrator or the individual cardholder(s) as designated by the program administrator(s).

Deletion/ Card Cancellation and Removal of Invalid Cards

To delete, cancel or remove cards, the administrator:

- Uses an automated search engine to perform a simple card search
- Marks the card cancelled

Once marked, card cancellations take effect within 5-7 seconds. Once in effect, all further card transactions will be declined.

Lost or Stolen Reporting

Lost or stolen cards are reported in a two-step process to allow for maximum control and fraud prevention:

- First the user or program administrator marks the card Lost/Stolen in the Works application, which will begin blocking all authorizations against the card.
- The user or program administrator calls Bank of America customer service to notify us of the loss. This triggers the appropriate paperwork to be completed thereby minimizing the liability according to Visa/ MasterCard rules.

Replacing Cards (including “emergency” situations)

Replacement cards can be requested by your cards program administrator(s) through the Works application. For emergency replacements, your card administrator(s) should contact Bank of America customer service directly to expedite delivery.

Modifying a Cardholder’s Profile

Program administrators have the ability to establish unique card settings for individual cardholders, or card profiles that apply to multiple cards. For example, a profile can be created for all supervisors within an organization that have similar spending needs with identical settings. If the purchasing or payment needs of that group change, the administrator can make a single adjustment to the profile and the cards for all supervisors within that profile will be updated.

Real-time updates

Works allows the card program administrator to make updates to the cardholder profiles or to accomplish common card maintenance tasks online and in real-time.

Works Requirements

Works is a fully hosted, Web-based application that requires no hardware or software requirements on your organization’s part. All back-end systems are collocated in a secure data center.

For an optimal experience, users must have the following:

- Internet access with 128k bandwidth or higher

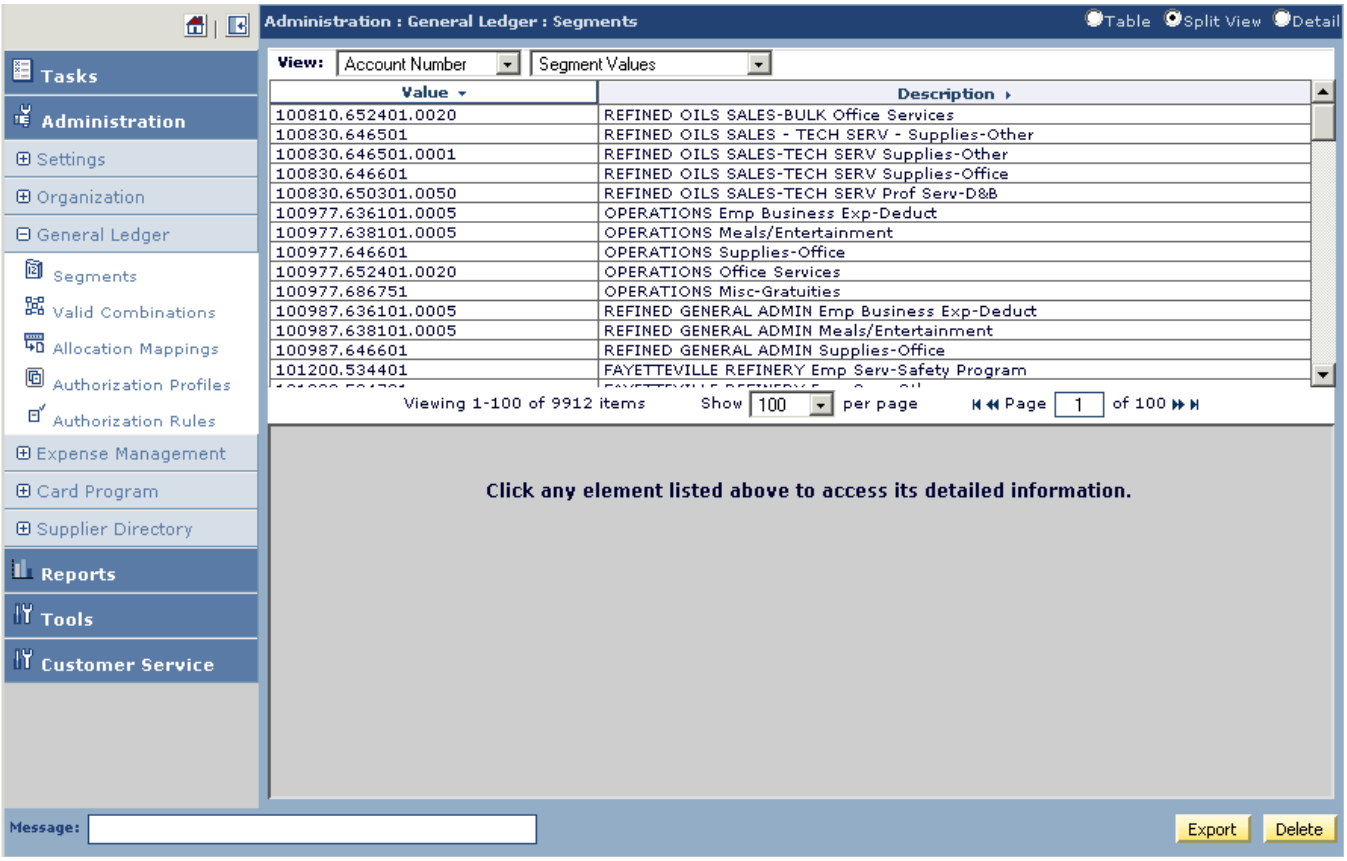
- Web browser (Internet Explorer 6.0 or higher, or Mozilla 1.0 or higher)
- Adobe Acrobat Version 4.0 or higher (for reporting)

800 X 600 screen resolution or higher

7.1 Expense Allocation

Bank of America can support your expense allocation requirements.

A GL segment refers to a segment of your organization, such as department, division, cost center, product, project and so on. Your organization can define as many as 10 GL segments within the application and these segments are originally defined for your organization during implementation of the application. Each GL segment can have an unlimited number of codes (that is, individual values) associated with it. For, example, if your organization has 15 departments, the GL segment named Department would have 15 different codes. All GL codes are stored in the application and one or more must be assigned to each transaction to designate the sector of your General Ledger to which the cost will be allocated. GL codes can be applied automatically or manually to transactions from several different sources during the purchasing and reconciliation process. To avoid a conflict when automatically applying GL Codes, the application uses a ranking system to determine which codes will ultimately be associated with the transaction.



We can meet the proposed requirements listed above. Billing statements are available online through Works. These statements can be exported or integrated into the State's existing accounting system or specialty systems with little to no need for IT support. Billing statements can be viewed at the company level, at other organizational levels, or at the individual cardholder level. If the State prefers, billing statements can also be made available in paper form or via a master file transmission from Bank of America.

7.2 Split Transactions by Dollar Amount or by Percentage to Two or More Function Account and/or Object Codes

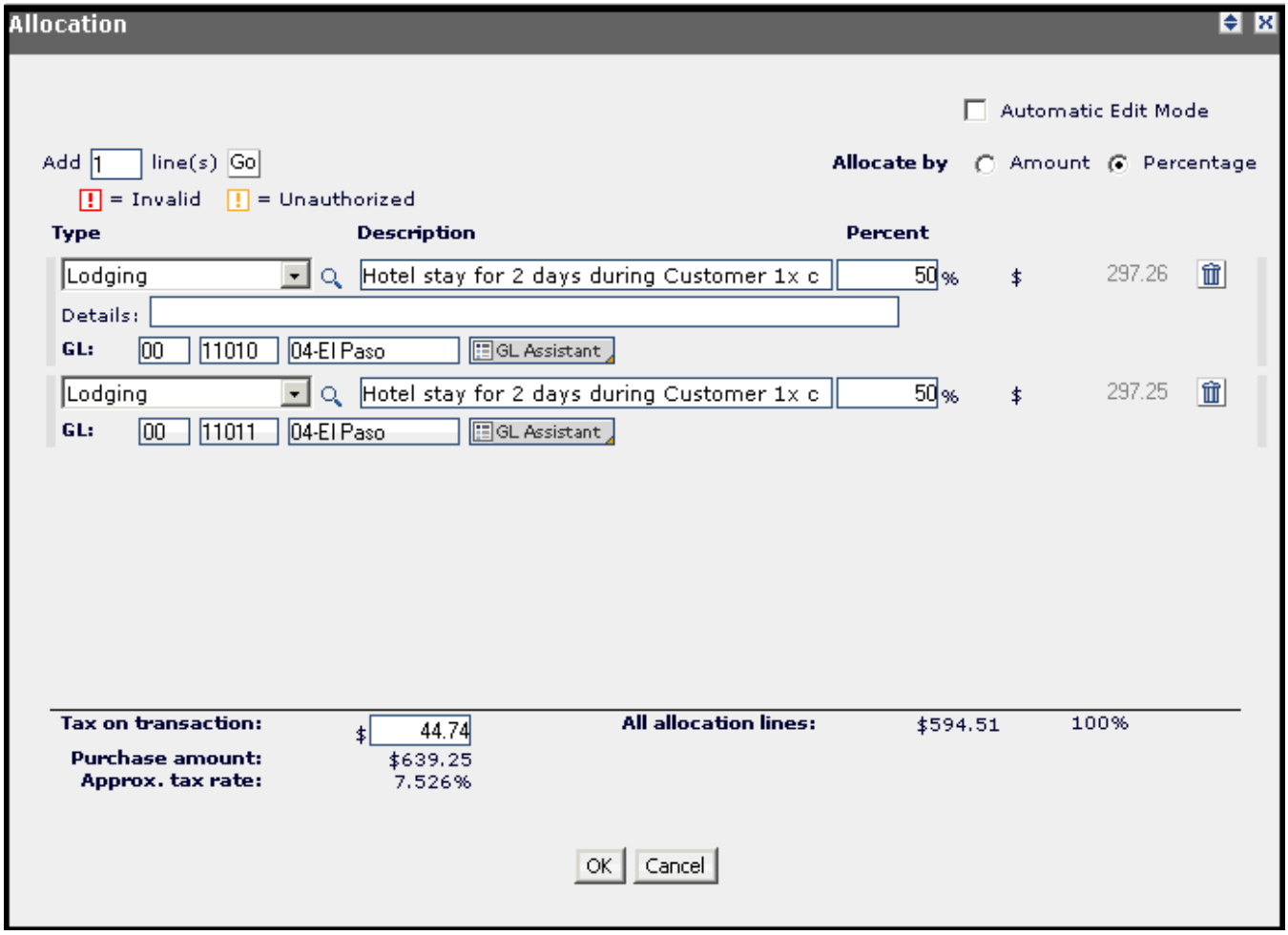
Using Works, single transaction limits can be set at the cardholder level or managed on a card profile level. Card profiles within Works are groups of cards, each with the same credit and single transaction limits for easy modification of multiple cards.

Within Works, the State can easily set and adjust transaction limits for cards or groups of cards. You can set transaction limits by:

- Maximum transactions allowed per day
- Maximum transaction amount

Beside Allocate by, confirm that the appropriate button has been selected to indicate how the application should allocate the purchase. Changing the selection, changes the label of a field on the page.

- Amount (to allocate in dollar amounts)
- Percentage (to allocate by percentage)



7.3 Multiple Administrative Levels

A user's role(s) determines what additional tasks can be performed beyond the basic cardholder tasks described above. A cardholder does not require the assignment of a role and in the absence of any assigned roles, a cardholder can still access the application and perform the basic cardholder tasks. However, cardholders without the Requester and GL Coder role cannot create purchase requests for additional funds or edit GL information on their own transactions.

Roles assigned to users who are not cardholders allow the users to perform the tasks associated with the assigned role(s):

- **Purchaser** – The Purchaser role, used only with the Purchase Request feature, enables users to make purchases for other users who have already obtained approved purchase requests.

  For example, if an organization has a single employee who is responsible for purchasing office supplies, several users can create purchase requests for office supplies and assign the purchase requests to the appropriate Purchaser. After each purchase request has been approved, the Purchaser can choose to complete the purchase, reject the purchase request or reassign the purchase request.
- **Requester** – The Requester role enables users to create purchase requests, that when approved, apply incremental (additional) funds to a card. The Requester need not be a cardholder and can be assigned to create requests on behalf of another cardholder.
- **GL Coder** – The GL Coder role enables users to access and change GL codes on transactions.

  Note: If the user also has the Requester role, the GL Coder role will enable the user to edit GL codes on purchase requests.
- **Auditor** – Auditors can review all data for the entire organization and access and export all company reports (including the dashboard summary).
- **Basic Reporter** – Basic Reporters can use standard configurable report templates, that is those created and distributed by a program administrator or accountant, but cannot edit the column configuration of the templates. (This role is only available if the organization is licensed to use the role during implementation).
- **Accountant** – Accountants are responsible for making sure that the GL coding on a transaction or reimbursement request is correct before closing and exporting the associated details. To this end, an Accountant can perform the following tasks:
  - Maintain and export all GL segment codes, combinations, settings and mappings
  - Create and edit Authorization Profiles and related authorization rules
  - Edit document code settings
  - Close any user's open, approved purchase request
  - Edit / dispute / divide / flag transactions
  - Close transactions and/or reimbursement requests
  - Batch / download / lock transaction detail data
  - Access the dashboard summary and detailed company reports
  - Create company-wide report templates

  If necessary, an Accountant can sweep outstanding transactions into the Accounting queue before the cardholder and/or manager have performed signoff. The sweep enables Accountants to independently continue their workflow, reviewing, reconciling and closing transactions for a specific billing cycle.

- **Program Administrator** – A program administrator performs all administrative and card maintenance tasks in the application. These administrative functions can be divided into the following broad categories:

Card program maintenance

- Request / activate / deactivate / assign unknown purchasing cards
- Create / edit / delete card profiles
- Move a card to a different profile (permanently or temporarily)
- Edit or cancel card scheduled operations (such as return a card to a group)
- Edit the company credit limit

User / Group administration

- Create / edit / delete users and groups
- Manage group officials
- Send username reminders and welcome e-mail messages to users
- Reset user passwords
- Move a user to a different group
- Assign roles to users
- Manage group approval policies
- Assign GL authorization profiles to users or groups
- Create / delete and manage authority levels and signature limits

A group must have one (and only one) Owner and at least one Approver. No other group official assignments are required. Except for the Owner official, all other group official assignments can be assigned to multiple users in the group.

The total list of officials and the tasks each can perform are described below:

- **Group Owner** – This official sets the group's approval rules and if global settings allow, may also initiate the addition of a new user and card. Group Owners can view the organizational structure of the groups to which they are assigned.
- **Group Approver** – This official signs off on payable documents and approves purchase requests (that either originated from a member of the group or were routed to the group). A Group Approver is also referred to as a 'manager'. For example, manager signoff is performed by the Group Approver of the group to whom the user belongs.
- **Scoped Program Administrator** – Scoped program administrators perform most of the tasks associated with a program administrator, but only for the cardholders in the group to which the official is assigned and its subgroups.

- **Group Proxy Requester** – This official can view all purchase request queues for users in the group. If the official also possesses the Requester user role, he/she can create a purchase request on behalf of any user in the group who also possesses the Requester user role.
- **Group Proxy Reconciler** – This official can access reports, attach transaction(s) to a purchase request, create reimbursement requests and reconcile transactions on behalf of any user in the group.
- **Scoped Accountant** – Scoped accountants perform most of the tasks associated with the Accountant role, but only for users in the group the accountant has been assigned and its subgroups. A Scoped Accountant cannot export transaction detail data or export/manipulate GL information.
- **Scoped Auditor** – Scoped Auditors can access and export the dashboard and detailed reports for the group(s) to which they are assigned and its subgroups.

7.4 On-line 24/7 Employee Access.

All access and communication with users is secured via a HTTPS server using 128-bit Secure Socket Layer (SSL) encryption; all sensitive data in the Works database is encrypted and algorithms check for completeness of transaction data when it is transmitted to Works. The employee specific security safeguards will be determined by the State during implementation.

For security reasons, the application is designed to automatically timeout if the application is open but not active for 15 minutes. If the application performs a security timeout, the State is prompted to enter your login information (username and password) to re-access the application. Note that your last action in the application will be saved and accessible after the State enters your login information. A user is allowed six attempts (occurring within a 5-minute time frame) to log into the application successfully. A login attempt fails if the user enters an incorrect username or password on the Login page. After a user's login attempt fails five times, a message displays, warning the user that another failed attempt will lock the user out of the application. This lockout remains in effect for 10 minutes. After 10 minutes, the user can attempt to log in again.

Role Definition Security

A user's role(s) determines what additional tasks can be performed beyond the basic cardholder tasks described above. A cardholder does not require the assignment of a role and in the absence of any assigned roles, a cardholder can still access the application and perform the basic cardholder tasks. However, cardholders without the Requester and GL Coder role cannot create purchase requests for additional funds or edit GL information on their own transactions.

Roles assigned to users who are not cardholders allow the users to perform the tasks associated with the assigned role(s):

- **Purchaser** – The Purchaser role, used only with the Purchase Request feature, enables users to make purchases for other users who have already obtained approved purchase requests.

  For example, if the State has a single employee who is responsible for purchasing office supplies, several users can create purchase requests for office supplies and assign the purchase requests to the appropriate Purchaser. After each purchase request has been approved, the Purchaser can choose to complete the purchase, reject the purchase request or reassign the purchase request.

  Note: The user, who makes the purchase, is responsible for reconciling the transaction.
  Important: If not granted either of the following additional attributes, Purchasers will only see purchase requests assigned to them. If no Purchasers are granted the second attribute, all program administrators automatically possess this attribute. If at least one Purchaser is granted this attribute, that attribute is removed from all program administrators.
- **Requester** – The Requester role enables users to create purchase requests, that when approved, apply incremental (additional) funds to a card. The Requester need not be a cardholder and can be assigned to create requests on behalf of another cardholder.
- **GL Coder** – The GL Coder role enables users to access and change GL codes on transactions.

  Note: If the user also has the Requester role, the GL Coder role will enable the user to edit GL codes on purchase requests.
- **Auditor** – Auditors can review all data for the entire organization and access and export all company reports (including the dashboard summary).
- **Basic Reporter** – Basic Reporters can use standard configurable report templates, that is those created and distributed by a program administrator or accountant, but cannot edit the column configuration of the templates. (This role is only available if the State is licensed to use the role during implementation.)
- **Accountant** – Accountants are responsible for making sure that the GL coding on a transaction or reimbursement request is correct before closing and exporting the associated details. To this end, an Accountant can perform the following tasks:
  - Maintain and export all GL segment codes, combinations, settings and mappings
  - Create and edit Authorization Profiles and related authorization rules
  - Edit document code settings
  - Close any user's open, approved purchase request
  - Edit / dispute / divide / flag transactions
  - Close transactions and/or reimbursement requests
  - Batch / download / lock transaction detail data
  - Access the dashboard summary and detailed State reports
  - Create company-wide report templates

If necessary, an accountant can sweep outstanding transactions into the Accounting queue before the cardholder and/or manager have performed signoff. The sweep enables accountants to independently continue their workflow, reviewing, reconciling and closing transactions for a specific billing cycle.

- **Program Administrator** – A program administrator performs all administrative and card maintenance tasks in the application. These administrative functions can be divided into four broad categories:
  - Card program maintenance
  - Request / activate / deactivate / assign unknown purchasing cards
  - Create / edit / delete card profiles
  - Move a card to a different profile (permanently or temporarily)

7.5 Company Billing Statement

Download your company billing statement online, which shows all cardholder activity for the specified billing cycle. This electronic statement will match the hardcopy statement mailed by the bank and is available the day after your billing cycle closes. Additionally, all users can run historical reports for up to two years.

Company Billing Statement — Date Range: 01/01/2006 to 06/11/2006

Friendly Business Co-55
123 Oak St
Austin, TX 78722

Purchases:	$106,045.20
Other Charges:	$0.00
Credits:	$0.00
Total:	$106,045.20
Payments:	$0.00

Costa, Barbara Card Number: *6929 Group: Advertising

Purchases:: $2,379.78 Other Charges:: $0.00 Credits:: $0.00 Total:: $2,379.78 Payments:: $0.00

card holder	card number	group	reference #	posted date	transaction date	transaction description	document ID	document amount	amount	source amount
Costa, Barbara	6929	Advertising	SYNTH	05/16/06	05/16/06	REAL ESTATE AGENTS AND MAN CO.	TXN00001235	$936.03	$936.03	$936.03
Costa, Barbara	6929	Advertising	SYNTH	05/16/06	05/16/06	DETECTIVE AGENCIES,PROTECT CO.	TXN00001247	$393.20	$393.20	$393.20
Costa, Barbara	6929	Advertising	SYNTH	05/16/06	05/16/06	BAKERIES CO.	TXN00001255	$191.07	$191.07	$191.07
Costa, Barbara	6929	Advertising	SYNTH	05/16/06	05/16/06	PUBLIC WAREHOUSING CO.	TXN00001287	$859.48	$859.48	$859.48

Costa, Matthew Card Number: *6185 Group: Advertising

Purchases:: $2,733.40 Other Charges:: $0.00 Credits:: $0.00 Total:: $2,733.40 Payments:: $0.00

card holder	card number	group	reference #	posted date	transaction date	transaction description	document ID	document amount	amount	source amount
Costa, Matthew	6185	Advertising	SYNTH	05/16/06	05/16/06	DETECTIVE AGENCIES,PROTECT CO.	TXN00001203	$733.47	$733.47	$733.47
Costa, Matthew	6185	Advertising	SYNTH	05/16/06	05/16/06	PAINTS, VARNISHES AND SUPP CO.	TXN00001215	$412.89	$412.89	$412.89
Costa, Matthew	6185	Advertising	SYNTH	05/16/06	05/16/06	CONSUMER CREDIT REPORTING CO.	TXN00001218	$753.25	$753.25	$753.25
Costa, Matthew	6185	Advertising	SYNTH	05/16/06	05/16/06	CONTINUITY/SUBSCRIPTION ME CO.	TXN00001267	$318.55	$318.55	$318.55
Costa, Matthew	6185	Advertising	SYNTH	05/16/06	05/16/06	OFFICE, PHOTOGRAPHIC, PHOT CO.	TXN00001291	$515.24	$515.24	$515.24

All information is confidential. Property of Friendly Business Co-55. Page 1 of 15 Powered by Works

Bank of America offers paper statements or an electronic statement-billing file. The statement-billing file can be delivered via CPA mailbox, FTP or HTTP. The paper statements are delivered via USPS.

Bank of America will comply with the Purchasing Card Consolidated requirements above. Bank of America supports various cycle billing (for example: monthly, weekly, bi-monthly) and statements can be delivered via U.S. mail, overnight express mail and online.

The following settlement periods are available when a central billing option is chosen and is determined based on the billing frequency:

- Weekly Billing: 3 or 7 days
- Bi-weekly: 3, 7 or 14 days
- Monthly: 3, 7, 14, 20, 25 days

Electronic payment is posted next day and paper is 7-10 days. Cardholders have access to their transaction information 24/7.

Central Billing

With this option, all charges incurred by your cardholders are consolidated into a single billing statement that is sent directly to the State. Cardholders receive a "memo" statement of their individual charges. Statements can be sent on a weekly, biweekly or monthly basis. If a monthly cycle is chosen, the State can choose the day of the month (between the 3rd or 27th) that the billing cycle will end. If a biweekly or weekly billing cycle is chosen, the State can choose the day of the week (Monday through Friday) that the billing cycle will end.

Online Billing Statement Reports - Can be generated in un-editable PDF, Excel or CSV formats. Paper statements can be delivered to the agency based on client requirements. Bank of America Corporate Purchasing Card statements will provide the State with billing at the corporate level based on the corporate structure established at the time of implementation. The paper billing will provide summary billing, summary by cardholder, corporate account detail and cardholder transaction detail including transaction date, posting date, transaction amount, city/state, merchant and reference number.

Company Billing Statement - Download the State's billing statements online, which shows all cardholder activity for the specified billing cycles. This electronic statement will match the hardcopy statement mailed by the bank and is available the day after your billing cycle closes. Additionally, all users can run historical reports for up to two years.

Company GL Memo Statement

This version of the State's billing statement includes detailed information on allocations assigned for each transaction, as well as comments entered on the individual transaction records.

Custom Statements

Should the State decide to customize the Purchasing Card program statements, your designated account manager will work with the State to gather specific requirements and size the effort of creating your statement format.
Configurable reports for billing statements are available online through Works. These statements can be exported or integrated into your existing accounting system or specialty systems with little to no need for IT support to do so. If the State prefers, billing statements can also be made available in paper form or through a master file transmission from Bank of America. Billing statements can be viewed at the company level, other organizational level, or at the individual cardholder level.

7.6 On-line capabilities for transmission of reporting and interfacing with the State's and participating purchasing jurisdictions' financial information system.

The Works application integrates easily to most ERP/ Accounting Systems. Works has assisted clients in developing interfaces to native/ in-house developed systems and would welcome the opportunity to work with the State agencies, institutions and political subdivisions to integrate Works with their system integration. Works also has extensive export capability that allows data to be exported to most standard reporting packages as well as common desktop applications such as Excel and Access.

Through the Works application, Bank of America offers advanced reconciliation tools that allow the State to automatically reconcile and process your card activity for each billing cycle or everyday. Transactions can be automatically allocated to your accounting GL system and files can be exported or tightly integrated directly to your legacy or ERP system. With Works, clients who could never balance their card billing statements to the penny are now able to do so automatically with little intervention from accounting departments. The Works application offers accounting teams powerful tools to automate accounting activity and provide for review of only exception items.

In addition, all reports generated by the Works application are available at anytime online at no cost. They are easy to use and access. Transactions are updated nightly. Thus, all data up until the current day's transactions will be available for reporting. All reports generated by the Works application are available at anytime online at no cost. They are easy to use and access. Transactions are updated nightly. Thus, all data up until the current day's transactions will be available for reporting.

Works Online Reporting

Reports can be viewed online, printed and downloaded as Adobe PDF files, Microsoft Excel files or CSV files that can be exported into standard reporting packages. Works supports a tiered reporting hierarchy that allows the State to map product reporting and workflow to most organizational structures. It can support multiple agencies and departments, depending on specific State agency structures.

All of the State's data housed within the Works application or that flows through the application is considered your property. Bank of America and Works act to safeguard and manage this data on your behalf.

7.7 Electronic billing and Data Transfer

Works has several data delivery options. Works can also produce an export file that can be custom mapped for the State's accounting application. Reports within Works can be accessed or scheduled at any time, including daily, weekly and monthly.
Card and transaction information within Works is updated daily. The Works implementation team can create a specific "mapper", which is an Excel macro that converts the Works data file into the correct file format for the State's financial system. Works has export capability for the most commonly-used reports allowing data to be exported as a CSV file. This file can be utilized by most standard reporting packages, as well as common desktop applications such as Excel and Access.

Additionally, Bank of America has been supporting various XML protocols since 2002. Works Active Card Control feature uses a message-based protocol that is XML-based to provide a robust, platform-independent, data exchange mechanism. The code the State writes must direct your ERP or legacy software to open a secure HTTP connection and post an XML document to the Works Web Services server.

The Active Card Control protocol is bi-directional, meaning that the user can send request information and the operation's results are returned as an XML document over the same HTTPS connection. The results consist of either a success or a failure (which returns one or more error messages).

Bank of America offers an electronic statement-billing file. The statement-billing file can be delivered via CPA mailbox, FTP or HTTP.

7.8 Program Upgrades

Bank of America plans two major upgrades each calendar year, usually in April and October. Description details on the enhancements are announced ahead of scheduled implementation. All online documentation is updated and posted on the site for downloading by the users.

Details of scheduled enhancements can be shared upon award of contract. Works users will be notified via Works communication announcements online.

Bank of America follows defined application and infrastructure lifecycle procedures when making changes to the Works application or its operating environment. For application changes, Product Management is responsible for providing prospective requirements for any future changes to the application to Development and then determining a set of approved changes. The method for proposing and approving such change requests depends on the type of change and whether it constitutes a Major release, a Minor release, or a Patch release (also known as a Slipstream release). Each of these has its own lifecycle and implementation timeline. Major releases are typically biannual and depending on the complexity of the changes, could take longer. Minor releases are the same as Major release, but on a smaller scale and with a condensed timeframe. Patch releases are mostly content based and if it does contain code changes, the risks have been determined to be minimal.

Four completely separate application environments are maintained and used for each stage of work: Development, Quality Assurance, Integration (pre-production) and Production. Production infrastructure changes are classified as major or minor, are scheduled concurrently with application changes and are tracked via the documentation and signoff process - with the exception of emergency repairs performed to maintain the integrity of the environment. Based upon client feedback, the Bank of America product management group maintains an enhancement list and initiates all projects related to system development. Bank of America will share the enhancements list upon award of contract. Request for enhancements and new functionality for the State should be shared with your Bank of America account manager.

Bank of America will set up a meeting with the State to review the enhancement request and capture all the information needed to scope the effort to make the enhancement. Works engineers will scope the enhancement, determine if the enhancement has already been requested and is in the queue to be released or if there is something similar that is planned to be released that could be modified to address your needs.

7.9 Disaster Recovery

In order to protect your data, Bank of America has an extensive disaster recovery program in place. Our status, plans and procedures are reviewed periodically by National Bank Examiners and meet or exceed industry standards. An overview of our disaster recovery program and procedures is provided below.

Mainframe System

- Backup for our mainframe system-of-record accounting systems is provided at a bank facility, which is normally used for development work, geographically removed from the normal production sites

- In case of a disaster impacting a production site, development work is discontinued, computer hardware is reconfigured to simulate the failed site and production work is processed at the backup site

Item Processing

- Item (check) processing is backed up by reciprocal arrangements between our San Francisco and Southern California Data Centers
- In disaster mode, both centers' work will be captured in the surviving center and accounting data will be transmitted to the backup facility for posting to applications

Mail/Courier Routes

- In the event that normal routes are disrupted following a disaster, alternate mail and courier routes have been established

Backup, Testing and Procedures

- Current data is copied in the production sites every day and stored at the backup sites for use in recovery
- Backup plans for every production site are tested twice a year
- Procedures are in place for all aspects of disaster recovery: immediate emergency response, failure assessment, backup activation, backup operations and primary site restoration

Corporate and Commercial Card System

- The Bank of America Corporate and Commercial Card System has never been interrupted due to an unplanned event
- In the unlikely event our system does go down, we have a backup vendor to provide stand-in processing for our clients
- This vendor operates multiple processing systems to help ensure there is always an authorization system in place
- In case of an emergency at our Corporate and Commercial Card Services Center in Norfolk, Virginia, all operations would be diverted to our Card Campus in Phoenix, Arizona
- There also is a secondary operations center in Spokane, Washington and in Brea, California
- The normal processing functions of the Corporate and Commercial Card Services division will be operating within 72 hours

8.0 Public Sector Participation

Bank of America understands that each jurisdiction may have different requirements and procedures and may start their program at different times during the contract period.

Beverly Drury, your assigned senior card sales officer, and Jeff Moore, your senior product delivery officer, will work hands-on and if needed face to face as they bring on jurisdictions to join the State of Idaho's Purchasing card program.

Bank of America currently has 13 State programs so we truly do understand the dynamics of how jurisdictions may be different than the main State program.

Using the Ada County as an example, they would be allowed to join in the State's contract but would need to be set up with their own credit line, chart of accounts and set of rules. They would also need to sign a linking authorization addendum to the State's contract with their own instance of Works which the State would not have access to. That said, they would be able to benefit from the State's pricing and total spend volume for their own rebate incentive. They would also benefit from the quarterly meetings that Jesse Gonzalez would have for the State and its jurisdictions that are part of our contract. Beverly and Jeff have extensive background with bringing on new members to many of our Public Sector Groups and Consortiums including Washington, Oregon, Nevada, Arizona and California. Bev and Jeff are looking forward to consulting with the State on how we can grow your program with the addition of jurisdictions.

9.0 Payment and Late Fees

9.1 Method for Computation of Interest if Incurred

There should never be any interest added as this is a company bill/pay Corporate Liability program. Payment is due in full and best practice would be to set up an ACH credit or debit. However, to answer the question the following is how computation of interest is incurred:

CYCLE	COLLECTION ACTIVITIES BY STAGE OF DELINQUENCY
Past Due 1 Billing Period	▪ Past due letter is mailed to the Organization statement address within five business days after billing date. ▪ Past due message appears on the 2nd statement generated. ▪ No finance charge appears on the 2nd statement generated. ▪ After 2nd statement is generated, a late fee of 2.5% of past due balance (Minimum $250; Maximum $3,500) posts to the account if payment is not received within 3 calendar days after the payment due date shown on the 2nd statement generated.
Past Due 2 Billing Periods	▪ Past due letter is mailed to the Organization statement address within five business days after billing date. Letter states that if payment is not received, the account will be suspended. ▪ Collections contacts Organization's program administrator at the phone number on the account.
Past Due 3 Billing Periods	▪ Once the 4th statement is generated, authorizations for the entire Organization are suspended. ▪ Payment of the past due balance automatically removes suspension if paid prior to the 5th billing statement generation. ▪ Past due letter is mailed to the Organization statement address within five business days after billing date. Letter states that if payment is not received, the account will be closed. ▪ Collections contacts Organization's program administrator at the phone number on the account.
Past Due 4 Billing Periods	▪ Once the 5th statement is generated, the Corporate account is systematically closed – credit revoked. ▪ Program administrator can request account reinstatement through Client Level Support if account is paid in full and approved by Credit Risk Manager. ▪ Past due letter is mailed to the Organization statement address within five business days after billing date. ▪ Collections contacts Organization's program administrator to continue collection effort.

9.2 Acceptable payment mechanisms

Bank of America is fully capable of providing all required ACH services to the State and its agencies. We are a member of NACHA and participate in many of its boards. Bank of America is also a premier provider of Wire Transfer, EDI and other electronic payment methods.

For ACH we support various transmission speeds and protocols, including FTP, SFTP and HTTP over the Internet. We also support dedicated connections such as frame-relay, network connections such as gateway-to-gateway VPN and modem connections for PC and mainframe.

Bank of America has provided a daily ACH file limit in excess of $1 billion. This is a critical component, as inadequate ACH file limits can potentially cause failure of ACH files to post into the Federal Reserve System in time to make the ACH effective credit date.

Payment Options

To provide the State with maximum flexibility, Bank of America supports the electronic payment processes below:

- **ACH Credit** - Initiate the sending of an ACH file to the bank, where the payment will be posted to the designated account(s)
- **ACH Debit** - Your designated account is automatically debited at the end of the chosen settlement period for the amount owed during that billing cycle
- **Wire Transfer** - Wire funds to the bank with instructions to post the payment to the appropriate card account