

April 11, 2017



Tara Lyle
Buyer Supervisor
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Lyle:

Thank you for the opportunity to respond to the Request for Proposal for a Purchasing Card Program for the State of West Virginia. Bank of America Merrill Lynch has worked with many states across the country and their local jurisdictions to meet their purchasing card needs. Within the region, we are the purchase card provider for the states of Virginia, North Carolina, South Carolina, Georgia, Florida, and Louisiana. Because of our experience with government entities, we are ideally poised to provide the high level of partnership and service execution that the State expects.

The proposal we offer today outlines Bank of America Merrill Lynch's Purchasing Card (P-Card) program that focuses on your primary objectives of:

- Commitment to a model of continuous process improvement
- Preference of established, verifiable history of delivering innovative solutions
- Understanding of the State's unique needs and continually improving upon existing processes

We are confident that our card program(s), responsiveness to your needs, references that speak to our capabilities, and our award winning customer service illustrate why Bank of America Merrill Lynch is the best choice to lead your Purchasing Card Program. Thank you again for the opportunity to provide our response. We look forward to presenting our solutions to you personally.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edmund A. Bianchi".

Edmund A. Bianchi
Senior Vice President
Public Sector Banking South
Bank of America Merrill Lynch
Bank of America, N.A.
100 S. Charles Street, 3rd Floor
MD4-325-03-96
Baltimore, MD 21201

04.10.17 09:44:56
MU Purchasing Division

Phone: 410.547.4272
Email: ed.bianchi@baml.com

ORIGINAL

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Executive Summary

Thank you for inviting Bank of America Merrill Lynch to respond to the State of West Virginia's Request for Proposal for Purchase Card Provider. We are dedicated to exceeding our customers' expectations by delivering state-of-the-art technology and solutions, coupled with the highest card acceptance rates in the industry. Our integrated payment solution provides you with the ability to optimize your processes and decrease expenses, while enhancing your overall financial benefit through a competitive package of bonus and revenue share. Additionally, our card program ensures cardholder satisfaction through our award-winning customer service, vast experience in state card program conversions, and exceptional fraud prevention and protection.

On the following pages we discuss the bank's differentiators, our proposed solution, and the value of being your card provider of choice.



You will partner with an experienced leader in the card industry

Bank of America Merrill Lynch has more credit card experience than any other bank. We developed the first bank-issued BankAmerica product in 1958 and have been providing innovative credit card solutions for more than 50 years. We have become one of the largest corporate card issuers in the United States due to our brand strength, proven experience, acclaimed strategic and consultative account management and dedication to using efficient technological solutions. As a dual issuer of Visa and MasterCard we have the flexibility to design a solution that best meets your needs.

We are committed to providing the State with a card program that meets and exceeds your current needs and expectations. We want to make sure you are able to leverage the strategy, technology and innovation that you need and deserve for your card program. More importantly, we want to deliver the value and services you expect from a banking partner.

Our client base is broad and diverse with more than 26,000 corporate clients running 29,000 programs with approximately 2.2 million cards issued. In 2016, we had more than \$50 billion in annual spending volume from 152 million transactions globally.

We are the card provider for approximately 2,300 government entities, including but not limited to:

- Commonwealth of Virginia
- State of North Carolina
- State of South Carolina
- State of Georgia
- State of Florida
- State of Louisiana

Key Consideration

Designated Card Account Manager
Maureen Sudbay

1 Purchasing Card & Virtual Payables
Provider by Volume Ranked by Recent Nilson Report 2016

Best B2B Cards Solution

TMI Awards for Innovation & Excellence, 2016 (3 years in a row)

More than 43 Million

Acceptance Locations Worldwide

Real Time

Reporting and Card Account Maintenance with the Works Application

In House

Cardholder Support, Card and Statement Production

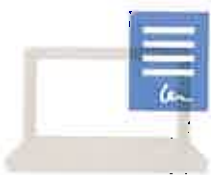
- State of New Jersey
- Commonwealth of Massachusetts
- State of Michigan
- State of Oklahoma
- State of Idaho
- State of Nevada
- State of New Mexico

A rewarding One Card solution that offers efficiency, revenue maximization and reduced processing cost



Bank of America Merrill Lynch has built comprehensive product suite on a foundation consisting of card solutions with high acceptance and flexible controls, innovative, real time card program management and reporting tool and exceptional customer service highlighted by a designated card account manager to help drive strategic value to your program. Our all-in-one card solution offers the State the following benefits:

- Access to reporting via a single platform with comprehensive reporting, reconciliation and cardholder administration capabilities.
- Seamless integration with your back-office systems, CGI Advantage, to ensure a high level of automation across your program.
- Control unauthorized spending when you leverage greater security features
- Save hard and soft dollars when converting checks to card payments.
- Dedicated and proactive end-to-end support to identify cost savings and efficiency improvements which can be made from day one.
- Enhanced rebate earning potential combining your purchasing and travel spend and the additional spend volume generated from our Comprehensive Payables programs should you choose to implement.
- 24/7 Customer Service Centers, Technical Help Desk and Client Level Support teams fully support you and your designated Card Account Manager and are available daily to answer questions, resolve issues and enhance your program.



Works is our advanced technology and streamlined administration platform

To maximize the benefits of the program, the State will use our robust card management and reporting system, Works. This tool is a secure, internet-based system which is wholly owned and managed by Bank of America Merrill Lynch for the exclusive by the State of West Virginia at no additional cost. Works connects payment management automation with the credit card network and provides you with card spend expansion features that no other system can provide.

Using our solution, your program administrators can complete real-time new account requests, update account information and authorization controls, view declined authorization information and request replacement cards. This will automate, expedite and simplify your card management processes. The platform also meets any custom reporting needs desired, having the ability to filter over 650 data fields allowing for the creation of ad hoc reports in common file formats and interfaces easily with your accounts payables system. Works streamlines the review, cost allocation and approval of card transactions. It also improves efficiency while saving time and money, while it also eliminates the need for a third party.

The relentless pursuit of service excellence

The bank actively pursues new strategies to achieve service excellence and look for intelligent, creative ways to approach problems, fill needs and open doors to opportunity. The State can expect us to exceed your expectations, and provide exceptional service. Highlights of our service differentiators include the following:

Award-winning service

For seven consecutive years, our Commercial and Corporate Call Centers received the *J.D. Power Quality Award* for “An Outstanding Customer Service Experience.” Our centers handle nearly 4 million calls annually. This prestigious certification program focuses on improving and benchmarking client delight and validating excellence. In 2010 through 2016, we received the *J.D. Power Quality Award*. We are the only U.S. bank to receive this distinction.



Identity safety in banking recognition

For 10 consecutive years, Bank of America Merrill Lynch was awarded Best Fraud Prevention by *Javelin Strategy & Research*, a leading provider of nationally representative, quantitative research for financial services. The study focused on the top financial institutions by deposit size and assessed the performance of individual financial institutions on their consumer-facing security features.

Seasoned Card Account Manager and implementation project manager

We understand the impact of changing partners; therefore, we are committed to provide a seamless transition to the State. You have been assigned a Card Account Manager, Maureen Sudbay, who will coordinate with the implementation project manager who will be named upon award of the contract. Ms. Sudbay will also be responsible for the ongoing management of the program for the duration of the contract. The team will work closely with the State to assist in document completion and creating an end-to-end project plan with card program specifications, timelines, testing, training and post implementation review. In addition, the State of West Virginia has an assigned Senior Client Manager, Ed Bianchi, who is responsible for all aspects of the State of West Virginia relationship.



We are ready to build a strong partnership with the State

We are prepared to build a successful partnership by advising on strategic card payment solutions to streamline processes, reduce check payments and improve working capital. We view this RFP as a key strategic opportunity for you to receive more value and service from our card payment solutions. Our goal is to be your credit card provider of choice today and to consult on more options for you in future.

By selecting our team and offerings, the State will receive true dedication to service, value share, innovation and leadership that distinguish our card programs from others in the industry. We appreciate your consideration of Bank of America Merrill Lynch during this request for proposal evaluation process.

Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met. List project goals and objectives contained in Section 4, Subsection 4.

We are committed to providing the highest level of personalized, professional and quality service. Senior Client Manager Ed Bianchi and Senior Card Account Manager Maureen Sudbay are supported by banking professionals from our Public Sector Banking group. The client team's qualifications are provided below.

Your Bank of America Merrill Lynch Client Team

Ed Bianchi

Market Leader/
Senior Client Manager
Tel: 410.547 4272
Email: ed.bianchi@baml.com

An associate of the bank and its predecessors since 1973, Ed is the most senior government specialist in the entire bank organization. Ed's experience and knowledge of this particular sector has gained him enormous recognition and respect from government clients. Ed has extensive experience (over 35 years) working with government entities in this region.

Prior to joining the bank, Ed worked as an auditor with Legg Mason. He then joined predecessor, Equitable Bancorporation, in 1973 as an internal auditor. In 1979 he joined Equitable Bank's Commercial Marketing department as a Cash Management Product Manager. While there, Ed was responsible for the establishment of the bank's Money Center. Ed joined Equitable Bank's Financial Institutions department in 1982, where he created the Government Banking unit where he also maintained business development efforts with correspondent banks in West Virginia and western Maryland. Ed's primary responsibility was developing and maintaining the State and Local Government market segment that was carried through when Equitable Bank was acquired by Maryland National Bank, then NationsBank, and finally, as it is known today, Bank of America Merrill Lynch. In 1996, Ed worked on the State of Maryland's inaugural Purchase Card contract implementation team.

Ed earned his bachelor's degree from the University of Baltimore and received an MBA from Loyola University Maryland. As Market Leader and Senior Client Manager, Ed has the responsibility of leading the Public Sector Banking South team in this region for public sector strategic banking, credit, investment, and client relationship management

Maureen Sudbay
Senior Card Account Manager
Tel: 757.616.2175
Email: maureen.sudbay@baml.com

Maureen is a Card Account Manager for the client Comprehensive Payables and Card programs. She is responsible for working with the clients to customize strategic growth plans to expand the card program. Maureen has also been a Senior Change Consultant within the Client Fulfillment group at Bank of America. In this capacity she was responsible for the successful implementation of clients on Bank of America's Comprehensive Payments Solutions. Prior to working at Bank of America Merrill Lynch, Maureen held various positions at Clareon Corporation, including Product Management and Quality Assurance for a web-based business to business electronic payment and remittance product. Maureen has over fifteen years' experience working with client ERP system interfaces. Maureen has a Bachelor of Arts degree in Political Science from the University of New Hampshire.

Barbara Rotruck
 Senior Treasury Sales Analyst
 Tel: 410.547.4322
 barbara.rottruck@baml.com

Barbara supports all of the clients within Ed's portfolio. With over 30 years of experience, Barbara possesses a strong client focus and a strong understanding of bank operations - products, services, systems, policies and procedures. She is responsible for the coordination of treasury solutions and serves in a consultative capacity in working with Ed and clients to determine the cost/benefit from the deletion, modification or addition of services.

We will assign a card implementation project consultant (to be named) to manage your end-to-end card program. She/he will be your main point of contact for the entire conversion and will be supported by your Senior Card Account Manager Maureen Sudbay. Our staff are trained to manage card programs and have years of experience in implementation, servicing and card optimization.

Past projects (reference)

Our clients' financial and operational requirements and goals vary depending on size, industry, current and future needs. However, most clients have common objectives to increase purchasing power, streamline processes and reduce cost all through electronic payments and online management tools. Client references using comparable services are provided in the table below:

Client references	
Commonwealth of Virginia	
Contact name, title	Amanda Morris CFE Assistant Director Finance
Telephone Email	804.225.2542 amanda.Morris@doa.virginia.gov
Services provided	Purchasing Card
State of North Carolina	
Contact name, title	Margaret Serapin, Category Manager
Telephone Email	919.807.4529 margaret.serapin@doa.nc.gov
Services provided	Purchasing Card
State of South Carolina	
Contact name, title	Stacy Gregg, CPPO CPPB
Telephone Email	803.737.2609 sgregg@mmo.sc.gov
Services provided	Purchasing Card
State of Michigan	
Contact name, title	Natalie Spaniolo, Manager
Telephone Email	517.373.3696 spaniolon@michigan.gov
Services provided	Purchasing Card

4.1 Goal/Objective 1 Transaction Volumes

The vendor should describe available options for handling large volumes of transactions for entities throughout the entire state.

Vendor Response:

Your Card Account Manager Maureen Sudbay will help you establish realistic goals for your program then help you prepare strategies and tactics to meet those goals. One tool that Maureen will use will be benchmarking against other clients and the overall industry. Benchmarking has proven effective in helping clients understand how their programs compare to industry best practices and has been effective in helping new and established clients set goals for increasing transactions.

Maureen will also use a combination our proprietary tools and association-branded optimization tools to help you identify and quantify transactions that could be transitioned to card payments, increasing purchasing transaction volume. These optimization tools will take information from your Accounts Payable system and help you better understand where card can be used to replace invoices and check payments.

Maureen has proven experience in both the conversion phase and overall growth of State programs similar in size as West Virginia. Maureen and the support team can handle the multitude of participating agencies and corresponding large volume of cards and spend.

4.2 Goal/Objective 2 Worldwide Transactions

The vendor should describe available options to accommodate the use of the card worldwide.

Vendor Response:

We are pleased to offer our One Card solution to the State. With our corporate one card, the State will enjoy the power of using the configurable card program to gain the most flexible authorization controls available, while reducing the steps associated with repetitive purchases, logging and reimbursing for company travel expenses, and reporting on purchase and travel related transactions.

Best of all, the One Card can be used at nearly 43 million merchant locations that accept credit cards and at thousands of ATM locations worldwide. As the most widely accepted electronic payment method available today, your associates will experience unrivaled convenience and flexibility.

- Streamline accounts payable processes and reduce administrative costs
- Company and cardholder benefits, including:
 - Liability Waiver Program
 - Travel Accident Insurance
 - Travel emergency assistance
 - Car rental Collision damage waiver

Worldwide acceptance

Cardholders have access to a worldwide network of more than 43 million credit card merchants and ATMs. Our program offers authorization controls by country code if required by the State.

Presence in key global regions

We provide solutions in more than 100 key global economies, and continue the expansion of our global coverage through local currency or cross-border options.

Chip & PIN technology

All cards are issued with EMV / Chip & PIN technology, the industry standard for secure transaction processing. Our cards will also provide the magnetic strip for merchants without proper chip readers. Our Global Card Access portal allows for convenient PIN retrieval should a cardholder forget their PIN.

Global consolidated and ad hoc reporting

From standard local reports to consolidated reporting across your entire organization, our management tools provide actionable reporting to manage your card program. Authorized users can select and filter over 650 data fields to create ad hoc exports in common file formats like Excel, fixed width and delimited.

End-to-end automated transaction workflow

Automate the review, cost allocation and approval of your travel and procurement transactions.

Card setup and maintenance

Program administrators can add new accounts, change account information and authorization controls, close and reopen accounts and request replacement cards online in some regions.

Data integration

To improve accuracy and reduce the time and cost of manual data entry, you can also create, reformat and load exportable files to your accounting system.

4.3 Goal/Objective 3 Billing Accounts

The State needs to provide card services to multiple participating agencies (approximately 200 billing accounts) in the purchasing card program. The vendor should describe options and requirements for billing account creation and maintenance, including but not limited to:

- a) Electronic processing capabilities**
- b) Mobile processing capabilities**
- c) Secure file upload capabilities**
- d) Workflow approval and number of levels**
- e) Credit usage alerts**
- f) Assign software roles/permissions to program administrators/coordinators at various hierarchy levels**
- g) Audit trail capabilities**

Vendor Response:

We have experience in setting up state-wide card programs very similar to the State as we currently manage 13 State programs and many more state consortiums. We can support your requirement for 200 billing accounts.

Our implementation project manager will coordinate the creation of the billing accounts and credit line allocations with the State. We will require corporate account billing name (I.e. Agency name), address, primary contact name and phone, credit limit, and various billing account program settings such as credit usage alerts.

Additional Settings:

Billing cycle

Our flexible billing supports either a central billing option for our One Card program. With Central billing, all charges incurred by all cardholders are consolidated into a single billing statement and sent to the specific agency. Cardholders receive a “memo” or activity statement of their individual charges. Statements can be sent on a weekly, biweekly or monthly basis. As such:

- If a monthly cycle is chosen, you can choose the day of the month (between the 3rd and 27th or the first or last day of the month) that the billing cycle will end.
- If a biweekly or weekly billing cycle is chosen, you can choose the day of the week (Monday through Friday) that the billing cycle will end.

Additionally, the State also can elect to have transactions diverted to a separate billing account called a diversion or control account based on the Merchant Category Code associated with the transaction.

Payment terms

The following standard settlement periods are available for central billing. The specific settlement period is determined based on the billing frequency:

- Weekly billing with a grace period of three days
- Bimonthly billing with a grace period of three or seven days
- Monthly billing with a grace period of three, seven, 14, 20 or 25 days

Electronic payment processing capabilities

We offer the following electronic payment processing options:

- ACH credit – Initiate the sending of an ACH file to the bank, where the payment is posted to the designated account(s).
- ACH debit – Set your designated account to automatically debit 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.
- Payment Center – Organizations can provide cardholder access to our Payment Center online banking system to make EFT payments online for your card programs.
- Pay by phone – Use our pay by phone option to make a payment to your card account.

Secure file upload capabilities

The State will receive the data through our online tool, Works. During the implementation stage, we will work with you to see if you require customized programming. We can provide the agencies with data feeds containing cardholder transaction data on a daily, weekly or monthly basis. The following standard card data files and delivery options are available to the State:

- Statement Billing File – The Statement Billing File (SBF) is a proprietary file in a fixed length text format that contains company, account and transaction data. We can deliver the SBF to your organization using HTTPS Pull, SSHFTP Pull, or FTPS Pull.
- EDI 811 – We have mapped the Statement Billing File, described above, to the EDI 811 industry-standard format. Like the Statement Billing File, we can deliver the EDI 811 file to your organization using HTTPS Pull, SSHFTP Pull, or FTPS Pull.

- **Travel Agency File** – If your organization requires reconciliation file for your travel agency transactions, our proprietary file in fixed length text format contains transactional information needed to complete the reconciliation process. We can deliver the travel agency file to your organization using HTTPS Pull, SSHFTP Pull, or FTPS Pull.
- **Visa Commercial Format 4.0 (VCF 4.0)** – The VCF 4.0 is a proprietary file in a fixed length text format that contains company, account and transaction data. Visa can deliver the VCF 4.0 file to your organization using SSHFTP Push (Visa requires PGP for extra security) or FTP/TSL Push.
- **MasterCard Commercial Data Format 2.0 and 3.0 (CDF 2.0 and 3.0)** – The MasterCard proprietary files offer company, account and transaction data. The CDF 3.0 version is in an XML format, whereas the CDF 2.0 is a fixed length text format. MasterCard can deliver the CDF file to your organization using HTTPS Push, SSHFTP Push, or FTP/TSL Pull/Push (MasterCard requires and provides additional hardware and software for the FTP/TSL option.)

We can also develop custom file feeds to meet your unique needs. Custom file fees can be set up to automate the delivery of data via secure file transmission.

CSV file upload

To load transaction data with GL information into your ERP system for accounting purposes, our CSV export file can typically be uploaded by your IT team. If our various outputs need to be adjusted, we can work with you to understand options for a client-specific format. Depending on the specific requirements and work effort fees may apply. The system also has an export capability on the most commonly-used reports that allows data to be exported as a CSV file for integration to most reporting packages, as well as common desktop applications such as Excel and Access.

Receipts imaging through Works

To help our clients continue the move from paper to electronic, we enhanced our Works application with receipts imaging functionality. Receipts imaging allows you to upload and store receipts for purchase- and travel-related transactions, route receipts efficiently for approval and manage expenses using one platform. These images can then be attached directly to a purchase transaction or expense report for reconciliation. Receipt images can be stored within Works for up to seven years.

Mobile processing capabilities

With supported browser and internet access, the State’s users can access the Works tool, our card account management tool, through their mobile devices to view statements, make payments, inquire on credit limits and view transactions.



Cardholders can receive alerts including credit alerts real time account activity notifications via their mobile devices:

- **Suspicious activity:** Proactive notification of activity outside your normal purchasing pattern.
- **Transaction activity:** Includes cash withdrawals, declined transactions, transaction exceeding specified dollar amounts and transactions made via the phone or mail.
- **Account activity:** includes a request for a new card, personal information updated, payment due and payment received.

Company-level or program administrator alerts can include:

- **Credit and account balance:** Can include amount of credit available, percentage of credit available and specific balance amount information.
- **Payments:** Includes payment amount, missed payment and that a payment is due in a specified amount of days.

These alerts will help the State and your cardholders keep tabs on your card accounts and prevent fraudulent transactions.

Program administration and hierarchy setup

During the implementation process the Implementation Manager will work with the State to create your hierarchy set up. Works, our web-based administration tool, is a role-based system. Each user can be assigned one or more predefined roles that determine what functionality, access to data and tasks a user can perform within Works. A role can be assigned to multiple users. The roles can be assigned directly to a user, or they can also be assigned indirectly to the user by assigning the roles to the group to which the user is a member. There are nine different roles in Works.

The State's program administrator can assign an administrator to a particular group in the organizational hierarchy, limiting the administrator's scope of management to the assigned group and its subgroups.

This is referred to as a scoped administrator. Scoped administrators are especially useful in larger, more decentralized organizations where there are multiple people tasked with administering a portion of the organization.

A hierarchy group is a collection of users within the application grouped by departments, projects, or other units defined by the organization. Groups enable an organization to easily assign default controls for various levels of users and maintain defined approval points during the workflow of the application.

Every user in the application must belong to a single group, so the simplest organizational structure consists of a single group of all users. Most organizations consist of multiple groups which are "nested" to form a hierarchy.

The resources needed for internal program administration depends on the needs of the State. Works supports the ability to establish multiple administrators by location, business unit and organizational hierarchy. Each program administrator can manage program settings and profiles of those organizational groups for which they are responsible. Additionally, you can establish a master program administrator to manage the entire program from a single location. Works can support almost any approval hierarchy within an organization. With N-tier hierarchy management, clients may establish multiple levels of approval that map to existing hierarchies.

Controls and workflow approval process

Our card solution offers extensive cardholder authorization control options including:

- Authorization limits by employee (dollar maximums per transaction, by day, week or business cycle)
- Restrict the number of transactions per day, week, month or business cycle
- Restrict purchases by Merchant Category Code
- Unique individual authorizations can be applied to each cardholder at the individual, departmental or company level

Works encompasses the most advanced control technology available in the marketplace. It features a patented technology called Active Card Control® that allows the State to manage your card program with optimum control tailored to your unique needs. Your organizational hierarchy will be mapped in the application during implementation, so controls can be set as desired by each group.

Purchase pre-approval workflow

- Cardholders can request the addition of funds to their cards based on the approval of their manager or others. In fact, Works is configured to map approvals to the State's hierarchy and spending authority based on your defined corporate commitment authority. When a purchase requires multiple approvals based on hierarchy and/or spending authority, the system automatically routes the purchase request for approval, and upon final required approval, instantly adds funds to the requester's card.
- Users can also use purchase requests to replace a paper-based Purchase Order process, with the added option to pre-allocate upcoming transactions.
- When a transaction is processed against the request, the State can require the cardholder to reconcile the transaction. Upon reconciliation, if the amount of the transaction is less than the request, funds remaining on the card will be removed. This limits the exposure to your company for misuse of the card.
- Using the Works technology, you can blend cardholder privileges, allowing for a set amount of discretionary funds (generally available on the card) and requested funds (only available post-approval).

Post-purchase approval

- Works can be configured to mandate that all or select transactions must be reviewed by the cardholder and a manager or designee after the transaction has occurred. This rule can be set at the company, department or cardholder level. Post-purchase reviews ensure that the cardholder's purchases comply with the State policy and also minimize opportunities for misuse.
- You also benefit from additional interactive elements for cardholder and manager review, including: requiring comments, allowing changes to a transaction's accounting code allocation, stating whether a receipt was received or not, disputing transactions and more.

Merchant Category Code Group (MCCG) restrictions

- Within Works, you can easily set and adjust MCC Group privileges in real time for your card accounts.
- Multiple transaction limits can also be set at the MCCG level
- We can import your current MCCG controls during implementation
- The State can also require audits of all transactions under specific MCC codes. For example, you can review all purchases for entertainment categorized merchants. An audit log is created and available for review at any time. This allows for increased flexibility in card use while maintaining your company's ability to control spending.

Transaction limits

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

- Cycle limit/monthly spend limit
- Maximum authorizations allowed per day
- Maximum single transaction limit
- Maximum daily transaction limit
- Annual authorization limit
- Single transaction limit, daily limit, and cycle limit per MCC group

Spend Monitors for budget management reporting

- Within Works, Spend Monitors can be established for the management of budgets for special projects, grants or other budget items. You can create a Spend Monitor and assign one or more specific general ledger or project/budget codes. The Spend Monitor monitors card activity across the organization and reports total spending against a pre-set spending budget.
- The Spend Monitor provides instant email alerts when a budget is reaching certain thresholds of spending, such as 80% of budgeted dollars, 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.

Audit trail capabilities

All actions taken within the Works card management tool are recorded and stored via an audit log. This log is available to the program administrator, accounting administrator and the financial administrator. *The MCC Audit Report* allows you to review card transactions for vendors that triggered cardholders' card profile MCC setting of "permit and notify"

Additionally, Works provides the ability to "spot audit" certain types of purchases based on the amount of a transaction. Works automatically routes the transaction to the appropriate supervisor or auditor for review prior to being closed by accounting. As a best practice, the State should establish an Auditor role in the Works application, where the Auditor is designated for internal audits to access all card and account data within the card program. Auditors cannot change/edit data but they can pull special audit reports and compare against internal policies.

The Auditor can access many audit reports through the Works tool such as *Card Maintenance Log, Card Profile Audit Log, Group Approver Delegation Log, General Ledger Audit Log, Authorization Profile Audit Log, Group Audit Log, General Setting Audit Log and User Audit Log*. Additional audit tools include the Works dashboard reporting for Audit and the MCC notifications. Spend monitors track money allocated to a designated sector of the General Ledger (GL).

Each time a transaction is reported to Works, Works checks to see if the money spent in the transaction is allocated to a monitored segment of the general ledger. If so, Works updates the appropriate spend monitor to include the amount of the transaction.

A spend monitor can be set up so that when the spend reaches a designated amount (ceiling) Works generates an email message to notify specific individuals of the change to the spend monitor.

For example, to track the spend for a new project, you would identify in the spend monitor the GL segments and the allocation values for each segment that identify what sector in the General Ledger will be allocated when money is spent on the project. Once that has been performed, whenever a new transaction is allocated (charged) to that sector of the GL, Works updates the Spend Monitor to include the amount of the transaction. MCC Notifications can be customized within Works which allows spot audits via notification on flagged MCCs. Dashboard Audit Report – this audit report allows the Administrator or Auditor to view same day, same merchant transactions.

4.4 Goal Objective 4 Cardholder Account Maintenance

The vendor should describe options and requirements for maintaining cardholder accounts, including but not limited to:

- a) Electronic processing capabilities**
- b) Mobile processing capabilities**
- c) Secure file upload capabilities**
- d) Workflow approval and number of levels**
- e) Card demographic modifications**
- f) Real time capabilities**
- g) Assign software roles/permissions to perform maintenance by program administrators/coordinators at various hierarchy levels**
- h) Audit trail capabilities**

Vendor Response:

Our secure, online Works tool, provide each authorized user with a sign on credential to access the system such as unique user identification and a user-selected password.

A user is defined as any employee in your organization who is assigned a username and password within Works. Each user is assigned one or more roles such as cardholder or reviewer and the role determines which tasks a user can perform within the application.

Program administrator user roles have the ability to establish unique card settings for individual cardholders or card profiles that apply to multiple cards on a real-time basis. 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 program administrator can make a single adjustment to the profile and the cards for all supervisors within that profile will be updated. Works allows the program administrator to make updates to cardholder profiles and accomplish common card maintenance tasks online and in real time. Descriptions are provided below.

New cards issuance

The program administrator requests cards online. The cards are mailed to the program administrator or the individual cardholder(s) as designated by the State. In addition, Works offers an Online Application Request for employees to access via a security code. Once logged in, the employee can apply for a corporate card which is then routed for approvals.

Deleting or canceling

To delete, cancel or remove cards, the program administrator uses an automated search engine to perform a simple card search and then marks the card as cancelled. Once marked, card cancellations usually take effect within five to seven seconds, and at that time all further card transactions are declined. Card accounts can also be suspended for a set period of time.

Lost or stolen cards

For maximum control and fraud prevention, lost or stolen cards are reported in a two-step process:

1. The user or program administrator marks the card Lost/Stolen in the online application, which begins blocking all authorizations against the card.
2. The user or program administrator calls the Customer Call Center to notify us of the loss.

Cards replacement

To replace cards, which may include for emergency situations, cardholders must contact our 24/7 toll-free Customer Call Center, available 365 days a year, to arrange for card cancellation and replacement. Replacement cards can also be requested by your program administrator(s) through the online application. For emergency replacements, your program administrator should contact the Customer Call Center directly to expedite delivery of the replacement cards.

Audit Trail

All actions taken within Works are recorded and stored via an audit log. This log is available to the program administrator, accounting administrator and the financial administrator. Additionally, Works provides the ability to "spot audit" certain types of purchases based on the amount of a transaction. Works automatically routes the transaction to the appropriate supervisor or auditor for review prior to being closed by accounting. The table below helps describe the various user roles and associated tasks

User roles and associated tasks	
Requester	<ul style="list-style-type: none">▪ Create purchase requests and reimbursement requests▪ Attach an approved purchase request to one or more payable documents (transactions and/or reimbursement requests)▪ Edit, divide, dispute, revoke a dispute, flag, clear a flag and sign off on their transactions
GL coder	<ul style="list-style-type: none">▪ Enable requesters to access and change GL codes on their purchase requests, transactions and reimbursement requests
Auditor	<ul style="list-style-type: none">▪ Access and export all company reports▪ Review all data for the entire organization
Purchaser	<ul style="list-style-type: none">▪ Make a purchase for another user when assigned a purchase request▪ After purchase request is approved, the Purchaser can complete, reject or reassign a purchase request
Accountant	<ul style="list-style-type: none">▪ Maintain and export GL segment codes, combinations, preferences and mappings▪ Edit document codes▪ Close any user's open, approved purchase request▪ Edit, dispute, revoke a dispute, divide, flag transactions▪ Close transactions and/or reimbursement requests▪ Batch, download and lock transaction detail data▪ Access the dashboard summary and detailed company reports▪ Maintain GL controls▪ Maintain and export GL segment codes, combinations, preferences and mappings
Program administrator;	<ul style="list-style-type: none">▪ Create, edit and delete users and groups▪ Send a username reminder to an employee
Scoped Program	<ul style="list-style-type: none">▪ Reset a user's password

User roles and associated tasks

Administrator (hierarchy restricted)	<ul style="list-style-type: none">▪ Move a user to a different group▪ Assign roles▪ Manage group approval policies▪ Manage/change credit limit, available funds, single transaction limit and Merchant Category Code blocking▪ Set global financial rules▪ Create, edit and delete spend monitors▪ Edit document codes▪ Set card program settings▪ Request, activate, deactivate, assign unknown purchasing cards▪ Create, edit and delete card profiles▪ Move a card to a different profile▪ Access and export the dashboard summary and company reports
Updating and maintenance of roles	<ul style="list-style-type: none">▪ The program administrator can update and maintain users and user roles.▪ The scoped program administrator can update and maintain users and user roles within a specific hierarchy point.
Tracking changes	<ul style="list-style-type: none">▪ Works tracks all changes that are made and you can run reports at any time.

4.5 Goal/Objective 5 Account Statement Delivery

The vendor should describe available options for statement delivery to include but not limited to:

- a) Online
- b) Email
- c) Secure file delivery
- d) Mobile
- e) Paper
- f) Ability to have multiple delivery methods

Vendor Response:

Statements are delivered electronically as follows:

- EDI 811 – EDI 811 is a file containing customer billing information formatted according to ASC X.12 file layout requirements. With the EDI 811 format, your billing information is sent to us from our processor, TSYS, for translation into the EDI 811 format. We then initiate delivery of the information to a dedicated EDI mailbox or a value-added network (VAN) mailbox.
- Statement Billing File – The Statement Billing File (SBF) is a fixed record file that contains your billing information. The SBF is created by TSYS and is delivered to a VAN mailbox. You then dial into the VAN mailbox to access a file download. This file also can be directed to a File Transfer Protocol site.
- Payment Center (Online) – Organizations can provide cardholders and program administrators' access to account billing statements and activity statements through our Payment Center online banking system. This online portal shows 12 rolling months of official statements in PDF format. Official statements can be downloaded by the user at their convenience. Cardholders can receive statement notifications on posted statements via email.
- Paper statements – The traditional paper statement may be used for billing with any account type. The statements are sent via mail.

Through the Works system, you can schedule, view, download and save your cardholder billing or activity statement reports. Formats include Excel, delimited text and PDF. Users can set email preferences to remind them to view their billing reports when completed and posted into Works.

4.6 Goal/Objective 6 Agency Billings/Payment Cycles

The vendor should describe their billing and payment cycle options to include but not limited to:

- a) Monthly**
- b) Bi-Monthly**
- c) Weekly**
- d) Daily**

Vendor Response:

We can comply with your requirement above. As discussed in our response to section 4.3, we can offer our central billing option to the State. With the central billing option, all charges incurred by all cardholders are consolidated into a single billing statement and sent to you. Cardholders receive a “memo” statement of their individual charges. Statements can be sent on a weekly, biweekly or monthly basis. As such:

- If a monthly cycle is chosen, you can choose the day of the month (between the 3rd and 27th or the first or last day of the month) that the billing cycle will end.
- If a biweekly or weekly billing cycle is chosen, you can choose the day of the week (Monday through Friday) that the billing cycle will end.

The State also can elect to have transactions diverted to a separate billing account called a diversion or control account based on the Merchant Category Code associated with the transaction. The specific settlement period is determined based on the billing frequency:

- **Weekly billing** – Three days
- **Biweekly billing** – Three or seven days
- **Monthly billing** – Three, seven, 14, 20 or 25 days

4.7 Goal/Objective 7 Rebate Calculations

The vendor should provide a quarterly rebate plan to the State of West Virginia based on the aggregate volume of purchases from all agencies during a standard payment cycle and, if applicable, based upon increasing dollar and rebate tiers. Additionally, if varying rebates are offered based on categories of spend, timing, frequency of payments, and/or partial payments, those differences should be thoroughly explained. The vendor should describe its methodology for computing its rebate by utilizing the attached spend scenario (Attachment C).

Vendor Response:

Pricing Schedule III outlines the rebate calculations, definitions and required conditions. Rebates are basically calculated using the State’s aggregated net purchase volume and settlement option. The rebate multiplier increases as your volume increases and reaches specific volume tiers. Varying rebate tables exist in order to separate standard transaction volume from large ticket/partner program transaction volume. Bank of America

does not require an average transaction size to determine rebate payout. We agree to provide quarterly rebates.

“Transaction Volume” means, for any Calculation Period, the total dollar amount of purchase Transactions made with the U.S. 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:

1. Company and Participant pay Bank of America Merrill Lynch the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
2. Company and Participant complied with the terms in this Agreement; and
3. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and
4. The Agreement has not been terminated by either party prior to the completion of a rebate calculation period.
5. The four conditions above, together being the “Rebate Conditions”

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 Company, which shall be calculated at the end of the Calculation Period in accordance with the Standard Transactions Rebate Multiplier Table and using the following equation:

The Standard Transactions Rebate Multiplier will be determined based on the quarterly Standard Transaction Volume times four. The Standard Transaction Rebate Multiplier will be applied to the quarterly Standard Transaction Volume.

((Quarterly Transaction Volume for Standard Transactions x applicable Rebate Multiplier as determined above)
plus

((Quarterly Transaction Volume for Large Ticket and Partner Program Transactions x Large Ticket/Partner Program Transactions Rebate Multiplier))) Minus Total Credit Losses

Within 90 days after the end of each agreement year, Bank of America will “true up” and pay the annualized rebate based on the following equation:

Annual Transaction Volume for Standard Transactions x Standard Transaction Rebate Multiplier) + (Annual Transaction Volume for Large Ticket and Partner Program Transactions x Large Ticket/Partner Program Transactions Rebate Multiplier))) – Rebate paid for Quarters 1, 2 and 3 of the Agreement year) – Fourth Calculation period Credit Losses

Rebates are paid through an ACH credit to a checking account of your choice. For additional information please see the attached Pricing Schedules in the Cost Proposal as requested.

4.8 Goal/Objective 8 Program Optimization

The vendor should describe any other options available to optimize card utilization, including but not limited to:

- a) Virtual card
- b) New vendor recruitment
- c) State vendor card acceptance analysis
- d) Expansion of payment capabilities through additional card platform tools
- e) Benchmarking and performance goals
- f) Preloaded cards or similar capability
- g) Fleet programs including all tracking capabilities

Vendor Response:

As discussed throughout the response, Maureen Sudbay, senior card account manager will be your primary contact throughout the life of your program. Her main focus is to understand the goals and objectives that you identify for your card program. She will conduct reviews to provide:

- A detailed spend analysis
- An in-depth qualitative program review
- Industry benchmarking and best practice assessments
- A customized business case with realistic cost savings projections and recommendations supporting achievable and realistic growth opportunities
- The industry's largest and most capable Merchant Services group to enroll suppliers who do not currently accept card payments
- Periodic reviews to adjust the expansion plan as the client's needs change

Recommendations will be based on industry-accepted best practice and the real-world successes accomplished by other bank clients. Maureen will leverage both internal and external resources as needed to help achieve the desired end-state.



Benchmarking and key performance

We recognize that clients may have limited resources and often need help enhancing their card program. To assist you in maximizing your investment and optimizing your resources, we offer the following benchmarking and analysis tools, resources and opportunities.

Tools

Our web-based card program tools combine the automation of capturing program spend and payment data with the reach of a credit card network. This powerful combination provides you with a wealth of concise data you can use to analyze card program spend, focus in on cost-saving opportunities and better identify areas within your organization that can benefit from process and productivity improvement initiatives.

Opportunities

We also host a client conference, usually every 18 months, which provides clients with the industry and technology insight, which can enable you to drive more value from your global card program. On a more frequent basis, we offer webinars, release white papers and case studies, and participate in other client forums across our Global Transaction Services business. To ensure our customers benefit from these opportunities, we provide regular communications and employ techniques such as client calls, focus groups and client advisory boards as a means to inform clients about new and ongoing developments in the commercial card industry — valuable information your organization’s management can leverage in your card program expansion efforts.



Virtual Card (Virtual Payables)

As the State looks for check payment alternatives, we stand prepared with products that are simple to implement, cost-effective and require minimal IT support. Virtual Payables is an efficient card program that allows you to eliminate bank fees and processing costs.

An electronic payment product targeting disbursement and accounts payable spend, Virtual Payables leverages our card network and innovative technology to combine streamlined card account integration with your existing Lawson system. With hassle-free, standard options and no need for physical plastic distribution, Virtual Payables is easy to implement.

When you begin using the service, the card accounts have zero dollars in available funds until a request is received from the State to initiate a payment to the vendor. The vendor receives a notification with remittance information to process the transaction, decreasing the probability for fraud.

By partnering with Visa and using our Virtual Payables technology, the State can benefit from a service that automatically matches a list of your vendors to a database of companies that accept Visa. This match service provides information on the vendors that accept card for accounts payable or purchasing card payments, making it efficient and easy to identify which check payments can be converted to electronic card payments. Additionally, we lead the enrollment effort to contact vendors that you want to pay through card and provide onboarding support through the life of the program. The State will continue to build strong supplier relationships that enable mutual success by having this ability to offer fast, reliable invoice and payment options.

How Virtual Payables works

Simply give us your vendor payment information — we do the rest. The State will provide vendor payment information for a match process. This exercise searches for known vendors currently accepting card payments and those who have transacted using our Virtual Payables program, selecting the appropriate suppliers to target for card conversion. Additionally, we will identify vendors capable of accepting straight-through processing. Based on this match, you will identify paper payments to convert to card. Description on the workflow process is provided below.

Supplier enrollment plan

The process of supplier enrollment is as follows:

- The State provides your most recent supplier payment file with 12 months transaction data.
- We match the data to known suppliers currently accepting card, as well as suppliers known to accept Virtual Payables.
- Based on this match, we identify the number and amount of check payments the State can convert to card, as well as the specific suppliers that are likely to accept card.

- We develop a financial benefits model for you that encompass the dollar value of converting check payments to card, the rebate potential, the reduction in check processing costs and the additional float.
- Prior to the start of the calling campaign, we develop a targeted list of suppliers for you to review and approve.
- A dedicated team of trained specialists call the targeted suppliers on your behalf to enroll them for card acceptance:
 - During the enrollment call, we confirm the suppliers’ preference of receiving remittance data by email or fax
 - When suppliers do not agree to accept card, we notify you to discuss next steps
- You receive scheduled updates throughout the campaign.

Supplier implementation

- Once the supplier agrees to accept card, we create a dedicated account number for each enrolled supplier and communicate the account number and expiration date to you so that you may provide the same to the supplier.
- Each enrolled supplier’s payment type needs to be changed to “card” or “other” within your accounts payable system before you can begin making payments via card to the supplier.

Payment processing

- The State receives and reviews invoices from your suppliers and approves them for payment (no change is made to your current process). You then transmit a payment file (we will provide the format) required to the bank with invoice payment information for all suppliers to be paid by card.
- We place the exact amount of each supplier payment on your supplier card and send the remittance advice to the supplier for processing. Files are typically processed within 30 minutes of receipt; funds are loaded to the account shortly after.
- The supplier processes the payment. Once processed, the account’s credit limit returns to zero.
- The supplier receives payment 24 – 48 hours after processing the transaction.
- Automatic reconciliation occurs and we send a confirmation file to your accounts payable system.

Please note: The State can choose from several billing cycles: weekly, bi-weekly or monthly. The payment due date is determined by the chosen cycle.



Additional card solutions

These additional payment solutions will promote automation of payments and improve your processing efficiencies. Descriptions of each solution are provided below.

Ghost Cards

A ghost/supplier account is an account issued with no physical card and usually has no individual name on the account. A company typically provides the supplier with an account number and instructs the supplier to charge the account for all purchases. For example, a company might provide an account to their travel agency. When a cardholder calls the travel agency to buy an airline ticket, the ticket will be charged to the ghost/supplier account; employees are not aware of the account number being used. With your approval, a large number of authorization restrictions are placed on the card since its use is usually limited to a single supplier.

Because the card associations limit our ability to charge back unauthorized transactions to a supplier when the associated account does not belong to a specific cardholder, you will be liable for unauthorized charges on this account type. However, due to the large number of authorization restrictions that are typically placed on this type of account, unauthorized transactions are very infrequent. The company provides the cardholders and suppliers with instructions on how to identify valid employees.

If there are transactions placed on the card by a cardholder and the transaction does not directly or indirectly benefit you, the transactions will be covered under the card association misuse coverage as long you can identify and terminate the authorized user that initiated the transaction. All other misuse program terms and conditions apply. The travel accident insurance coverage applies to a ghost/supplier card account.

Department Cards

A Department Card is an account where the individual name on the plastic is replaced with the name of the department using the card account. The plastic, if issued, is usually kept in a secure location, and it is checked out for use by authorized department users. The plastic and receipts of items purchased are returned to the secure location. An individual is assigned to reconcile the receipts to the statement before releasing payment to the bank. Because the card associations limit our ability to charge back unauthorized transactions to a supplier when the associated account does not belong to a specific cardholder, you will be liable for unauthorized charges on this account type. However, due to the large number of authorization restrictions that are typically placed on this type of account, unauthorized transactions are very infrequent. Transactions will be covered under the card association misuse coverage as long as the company can identify and terminate the authorized user that initiated the transaction. All other misuse program terms and conditions apply. The travel accident insurance coverage applies to a department card account.

Meeting Cards

A Meeting Card is typically issued to a meeting planner in order to consolidate and simplify the tracking and reconciliation of meeting expenditures for various meeting events for which they are responsible. The meeting planner can use our card reporting applications to allocate meeting expenses to the appropriate accounting code designations. In some cases, a separate meeting card may be issued for a large meeting event. There is a limited period of time that it can be used, and the card has a limit to how much can be spent over that period of time. Credit limits on these accounts are typically much higher than the average commercial card. Transactions will be covered under the card association misuse coverage as long as the company can identify and terminate the authorized user that initiated the transaction. All other misuse program terms and conditions apply. The travel accident insurance coverage applies to meeting card accounts.

Card Shuffler – single use card

With the aforementioned Works Card Shuffler, you can fund a single card account that can be used for one-time payments to suppliers. The Works Card Shuffler can help you lower administrative costs, strengthen your relationships with suppliers and manage your working capital more efficiently. The Works Card Shuffler resides in the Works application and enables the State to experience:

- Ease of reconciliation – You can automate the reconciliation of one-time payments to single suppliers, giving you a higher match rate for posted payments to their corresponding purchase requests.
- Tighter payment controls – Eliminate risk associated with suppliers retaining open card account numbers. You control the card limit and expiration date of each payment.

The State will determine how frequently a card account number within the Works Card Shuffler is reused, as the Works Card Shuffler can be used with automatically or manually generated purchase requests. When you generate a purchase request through Virtual Payables, the Works Card Shuffler selects a card account to be used for the payment. The account number is automatically assigned and available to be viewed through a secure method. You may then notify the supplier of the card account number. Using the patented Active Card Control technology in Works, each card is funded immediately with the exact amount to be paid. For manually generated purchase requests, you can select the Works Card Shuffler as the payment method. Once it selects a card account, authorized users may run a configurable report or view the purchase request details to locate the full account number that was selected. As with the automatically generated purchase requests, you communicate the account number to the supplier.

Project Cards

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 or grant budgets can be monitored and transactions can be blocked from authorization when the project budget is depleted. Using our “best practices” methodology, the bank recommends that each individual has his/her own card. The Spend Monitor feature in Works allows tracking and notification on spend for a particular budget, defined by a General Ledger string. This is a monitoring feature and will not dictate spend parameters, as those are enforced by the card profile.

Relocation Cards

A relocation card account is issued to an employee to simplify the tracking and reconciliation of relocation expenditures. Relocation cards typically have a limited period of time that they can be used and have a limit to how much can be spent over a period of time. An accounting code designation can be set up to default on all transactions of the card. With your approval, a large number of Merchant Category Code restrictions are placed on the card since its use is limited. Transactions will be covered under the card association misuse coverage as long as the client can identify and terminate the authorized user that initiated the transaction. All other misuse program terms and conditions apply. The travel accident insurance coverage applies to relocation card accounts.

Lodge Cards

Our Lodge Card offers consolidated travel billing, enhanced travel spend data and greater control of travel spend policy compliance. Lodge cards can be used to pay for airline and rail tickets — or any other expenses charged by your designated travel management companies all on one consolidated bill, which can be settled monthly.

Declining Balance Cards

Declining balance cards, available through Works, allow for a certain spend amount or expense budget for an associate. The credit limit is set and declines as transactions are made. The account does not refresh at the end of the monthly cycle.

Virtual Travel (Central Travel Account)

Central Travel Accounts/Lodge cards provide a highly controlled centralized booking process for travel spend, and are well suited to organizations with very high levels of non-low cost air spend. Our Lodge Card product offering will provide you with consolidated travel billing, enhanced travel spend data and allows for immediate, centralized scrutiny over travel costs. These programs can be used to pay for airline, or any other expenses charged by your Travel Management Companies (TMC), all on one consolidated bill, which is settled monthly with us this works by lodging an account with your travel management company. Travel bookings are made through your normal process, but expenses are charged to the single lodge account rather than using employee cards or an advance from the agency.

Your TMC then shares data specific to each travel booking through the Visa/MasterCard network to provide enriched data for reconciliation, allocation and ongoing negotiations with your chosen airlines. Employees whose travel is paid for using the accounts are automatically covered under the complimentary travel insurance policy as detailed further in this proposal.

Fleet Card

Our Fleet Card is a powerful solution to help achieve those goals, designed by a team with expertise in the segment and across commercial payables.

- Efficiently manage fleet-related spend on a single card program
- Simplify processes, reduce paperwork, manage your payments cycle and hold on to your cash longer
- Implement and maintain improved controls to help prevent unauthorized spending
- Leverage enhanced fleet data to optimize your program and identify cost savings opportunities

Internet reporting and reconciliation

- Capture level 3 data, including driver/vehicle ID and odometer reading
- Comprehensive and accessible online reporting
- Export transaction data directly into ERP, legacy and specialty systems

Flexible controls

- Set up your program as driver or vehicle based
- Configure spend controls to manage categories and credit lines
- Online program management tools to help increase efficiency, eliminate paperwork and convert spending

Comprehensive Payables Solution



As the State strives to transform business-to-business payments from check to electronic transactions, you can streamline your various payment methods (card, ACH, wire and check) into a consolidated, manageable process that is compatible with your accounting software or Enterprise Resource Planning (ERP) system.

Comprehensive Payables helps you implement an effective business-to-business e-payments program with your trading partners. The service offers all of the benefits of electronic payments processing, but we do most of the heavy lifting for you, including the IT work and vendor outreach and enrollment. Benefits of the service include:

- Reduces the administrative and IT effort typically required to start an e-payments program
- Lowers materials, labor and overall costs associated with disbursing payments
- Expands your card program and provides incentive cash payouts based on card spend
- Lessens your exposure to check fraud
- Includes convenient, award-winning customer service that puts you first

The State can benefit from a single-provider, single-file solution for all of your payment processing. Comprehensive Payables is a suite of services composed of Paymode-X Connect (ACH) and Virtual Payables (card) that helps you convert checks to more efficient and cost-effective electronic payments. Easy to implement, you can replace 40 to 75% of your non-payroll A/P check volume at program maturity. For payments that require check production, we offer secure check production services.

Features that add efficiency

- **Paymode-X Connect, a single point of origination** – Send instructions for all payment types in one file — card, ACH, wire (USD domestic and international) and check printing and distribution. Watch a [short video overview](#) of this electronic payment option.
- **Extensive supplier enrollment program** – A proven vendor enrollment model identifies and enrolls suppliers to receive electronic payments and remittance detail in a format that meets their business needs.
- **Supplier Network** – Provides access to more than 330,000 suppliers who currently receive electronic payments from other payers.
- **Seamless integration** – Leverage your existing A/P or ERP system for flawless integration with Bank of America Merrill Lynch, employing bank independent file formats such as ISO 20022 XML.
- **Multiple layers of security** – Paymode-X Connect deploys an out-of band multi factor authentication (MFA) on high-risk transactions to deliver strong authentication along with an excellent user experience. MFA requires the presentation of two or more of three authentication factors (a knowledge factor, a possession factor and an inherence factor) which are validated for authentication.
- **Enhanced reporting** – Real-time control of your business with secure web-based, supplier-friendly reporting.
- **Bank neutral** – Suppliers/vendors are not required to maintain a bank account with Bank of America Merrill Lynch.

Implementation that requires little effort on your part

Maureen Sudbay, Senior Card Account Manager, obtains your payment history, for example, a list of your vendors, remittance addresses and the number of payments and amounts paid to each vendor in the prior 12 months. We then complete an accounts payable analysis to create a value proposition that is specific to the State.

Our implementation team collaborates with you to tailor a project plan to maximize the benefits of your program. The process includes technical integration with Paymode-X Connect, personalized training, setup and vendor enrollment to accept card or ACH payments.

Based on your vendor payment history and objectives, a phased vendor enrollment plan that includes recommendations on the best payment type for each vendor is developed. To execute the plan, the bank identifies vendors that accept credit cards and those that are already members of the Paymode-X Connect supplier network. To maximize value for the State, vendors who receive the largest volume of payments and/or receive significant remittance detail for the most appropriate payment type are included also. We target suppliers to maximize card enrollment. Vendors are then contacted to discuss enrollment directly. You receive weekly reports on the progress.

Single point of origination

- Send instructions for all payment types in one file - card, ACH, wire, and check printing and distribution.

Extensive supplier and enrollment program benefits

- Convert 40 to 75 percent of checks, on average, to e-payments.
- Identify and target suppliers who accept credit cards, including those unable to lodge card account details, receive the largest volume of payments and/or receive significant remittance detail.
- Identify suppliers currently enrolled in the Paymode-X network for immediate transition to e-payment and work to enroll those not targeted for card payments.

Seamless, secure solution

- Integrate with your existing AP system and processes with minimal IT resources.
- Ensure every payment is authorized through web-based Paymode-X multiparty security controls.
- Control card payments by authorizing pre-approved payment amounts.

Convenient, enhanced reporting

- Reporting includes supplier-friendly electronic remittance and online access.
- Provide unlimited digital remittance detail to the supplier.
- View and track payments through Paymode-X website.
- When processing ACH payments, Bank of America Merrill Lynch ACH operations debit your pre-specified bank account and credit your suppliers' bank accounts.
- The Paymode-X application provides unlimited digital remittance detail to the supplier in its specified format. You and your suppliers can view and track these payments, as well as email notifications to each paid supplier, through the Paymode-X website.
- The check-printing facility processes and mails check payments, and sends payment data to the Bank of America Merrill Lynch ARP system for inclusion into issue file.
- Wire payments are processed through Bank of America Merrill Lynch's CashPro Connect service.

Dedicated customer service

- Receive strategic relationship management, implementation and servicing through our world-class service model.
- Take advantage of live customer support 8 a.m. to 8 p.m. Eastern, Monday through Friday. Access web support 24/7.
- Gain confidence from our #1 Javelin ranking in the U.S. for fraud prevention.
- Bank of America Merrill Lynch Corporate and Commercial Banking Call Centers have been recognized by J.D. Power for providing An Outstanding Customer Service Experience.

How the service works

An authenticated user from your company securely transmits a payment file from your AP system, along with the remittance information to each payment, to the Paymode-X application.

- The Paymode-X application splits the file based on payment type.
- Card payments are sent to the Works application where the available-to-charge amounts on the appropriate supplier accounts are increased and an email notification is generated to the supplier.
- The suppliers initiate payment through their ERP or merchant terminal. Alternately, the payment is pushed to the supplier's merchant account. Once processed, each supplier's available-to-charge amount returns to zero dollars. You have access to online reporting through the Works application.

4.9 Goal/Objective 9 Card Issuance

The State desires an automated process for card issuance that includes multiple approval levels and can be integrated with our ERP platform. The vendor should describe options and requirements for card issuance, including but not limited to:

- a) Electronic processing capabilities
- b) Mobile processing capabilities
- c) Secure file upload capabilities
- d) Workflow approval and number of levels
- e) Real time capabilities
- f) Assign software roles/permissions to perform card issuance by program administrators/coordinators at various hierarchy levels.
- g) Audit trail capabilities

Vendor Response:

Your authorized users can submit new card issuance requests through our secure, online tool Works with multiple approval levels designed by the State during the implementation process.

We have two electronic options for cardholder applications. The first method is our Online Account Request feature in the Works application allows employees to self-serve their new account requests. Works Online Account Request (OAR) replaces the paper application process, and:

- Eliminates re-keying errors by program administrator
- Provides a simplified workflow for requesting cards for new employees
- Reduces time required for program administrator to complete an application
- Stores application information online for easy retrieval

Using "Online Account Request" keys, new employees can request their own card using the OAR process. Depending on the options set by the program administrator, Works can request the applicant's manager to approve the request, or simply notify them that a request was submitted. Once submitted by the applicant, the program administrator will receive the card request for processing. During the submission and processing of the application, email notifications will keep the applicant, manager and program administrator apprised of the request's progress.

Once the application has been submitted, the applicant and his/her manager (optional) will receive confirmation emails within 15 minutes of pressing the "Submit" button. If a manager approval is required, the manager will be instructed on where to send their approval email.

Once the request has been approved, the program administrator can then assign the user to the correct group, allocation profile and set any default allocation values as needed. The card will be sent to the applicant based on the instructions in Works.

The second method is for the program administrator to receive a request from HR or a Manager that they have a new cardholder and for the program administrator to fill out the cardholder request on line within Works and submit it. Submission and approvals are processed in real time.

As a best practice, the State should establish an Auditor role in the Works application, where the Auditor is designated for internal audits to access all card and account data within the card program. Auditors cannot change/edit data but they can pull special audit reports and compare against internal policies.

The Auditor can access many audit reports through the Works tool such as Card Maintenance Log, Card Profile Audit Log, Group Approver Delegation Log, General Ledger Audit Log, Authorization Profile Audit Log, Group Audit Log, General Setting Audit Log and User Audit Log. Additional audit tools include the Works dashboard reporting for Audit and the MCC notifications.

4.10 Goal/Objective 10 Physical Card Issuance and Time Factors

The vendor should provide a description or narrative of One Card issuance and specify the time frame and delivery method options to:

- a) Produce a card when an application is initially submitted
- b) Reissue lost or stolen cards
- c) Reissue damaged cards
- d) Reissue due to fraudulent activity or compromised accounts

Vendor Response:

Through our online tools or by calling the Customer Service Call Center, the State can request new cards, cancel and reissue lost, stolen or damaged cards and reissue cards due to fraud activities.

New cards

The program administrators can order a new card through Works. The Create New Card Request feature allows the program administrator to fill-in the card form and immediately submits to the bank for processing. The Online Account Request feature gives users of Works the capability to allow employees to self-serve their new account requests. Works Online Account Request (OAR) replaces the paper application process and:

- Eliminates re-keying errors by the program administrator
- Provides a simplified workflow for requesting cards for new employees
- Reduces time required for program administrator to complete an application
- Stores application information online for easy retrieval

In this process, the program administrator will generate a key that can be used once or many times. They will provide the key to the employee and the employee will use it to gain access to the online account request system.

Once in the system, the employee will submit their basic information. This will generate an email to their manager to inform them that their approval is required or just to inform them the application has been submitted (depending on company preference). If approval is required, the manager will forward their consent to the program administrator who will then view the request within the Works application. They can modify, approve or reject the application quickly and easily.

New cards will be issued within seven to 10 business days upon notification. Cards can be expedited; however, additional shipping charges may apply. Cardholders will receive their new cards on an average of one to two business days for urgent applications.

Renewal or replacement cards

We automatically reissue cards. We will renew accounts according to the information that you provide and will mail cards one month prior to the expiration date printed on the activated cards. As discussed above, your program administrator(s) can also issue replacement cards online or by calling the Customer Service Call Center.

We will mail your cards within seven to 10 business days after you input the information into the Bank of America Merrill Lynch system.

Lost or Stolen cards

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

1. The user or program administrator marks the card Lost/Stolen in the online application, which will begin blocking all authorizations against the card.
2. The user or program administrator calls the Customer Service Call Center to notify the bank of the loss.

To delete, cancel or remove cards, the program administrator uses an automated search engine to perform a simple card search and then marks the card as cancelled. Once marked, card cancellations usually take effect within five to seven seconds, and at that time all further card transactions are declined.

Emergency card replacement

A replacement card can be requested online or by contacting the Customer Service Call Center. Replacement cards can be sent via priority mail in approximately one to two business days of the request for domestic shipment and within 72 hours for international shipment. In emergency circumstances, Bank of America Merrill Lynch can provide the new account number the same day, for use the following business day, until you receive the new card. Furthermore, if the cardholder is in an emergency situation and needs help and/or emergency funds, assistance is available by calling our customer service center.

Method of delivery

The length of time it takes to receive a new card depends on the method of delivery chosen and the time of day it is ordered:

- If the cardholder requests that the card be sent by U.S. Mail, the cardholder will receive it in seven to 10 days.
- If expedited shipping is requested, the cardholder will receive the card within three to five business days.
- A rush card request for delivery to the cardholder within one to two business days can be accommodated if we receive the new request by 3 p.m. Eastern.
- Bulk card shipments are delivered within three to five business days.

4.11 Goal/Objective 11 Card Format/Design

The vendor should describe specifications for any card customizations that may be necessary to fulfill the program requirements to include but not limited to:

- a) **Technical design specifications**
- b) **Ability to provide multiple designs based on card type, i.e. One Card, Travel, Emergency, Fleet etc.**
- c) **Ability to provide multiple designs based on billing account**

Vendor Response:

We can design your card based on your needs. Your logo can be printed on the front of each card. Cards include two lines of up to 21 characters for cardholder name, company or department name. There is no charge for a corporate logo hot stamped onto the plastics. However, if you desire additional colors or graphics, custom

design services are available for an additional fee. Additionally, the statements “No ATM Access” or “This card is not valid at any ATM machine” can be placed on the back of the card; however, an additional fee may apply depending upon complexity of your overall design. We support multiple card designs per card program.

Plastic Type	Core Plastic	Single Color Logo	Custom Design
Overview	Standard BofAML plastic (no client logo or custom design)	Single-color logo (choice among 9 colors) on core plastics	Ability to fully customize the front of the card plastic.
Timeline	Immediate availability	Up to 6 weeks from client design approval	Up to 12 weeks from client design approval

4.12 Goal/Objective 12 Card Controls and Restrictions

The vendor should describe card controls and restrictions available through their card products, including but not limited to:

- a) The ability to modify card controls and restrictions within the vendor’s software based upon a user’s hierarchy level
- b) The ability to modify card controls and restrictions at the billing account level
- c) The ability to modify card controls and restrictions at the individual card account level
- d) Other controls and restrictions available that are not included in Mandatory Requirement 5.3

Vendor Response:

Through the Works system, your program administrators and scoped hierarchy administrators can modify card controls and restrictions as requested above. Works has controls in place to restrict the ability to make changes. The State will choose a "role" for each user; thus, determining each individual’s access rights and functionality. Only those designated as administrators can make system changes and billing account level changes. Program administrators will have unique login procedure and password to assure optimum security.

Company-level restrictions/Cardholder-level restrictions/Department-level restrictions

You can establish unique authorizations for each cardholder at the company, individual cardholder or departmental level. Additionally, our customizable and flexible cardholder restrictions provide you with the ability to establish control parameters that are 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 the following:

- Monthly spending limits
- Single-purchase spending limits
- Daily spending limits
- Number of monthly authorizations
- Number of daily authorizations
- Cash advances

Merchant Category Code/Standard Industry Classification (MCC/SIC) restrictions

Restrictions on merchant or supplier type by Merchant Category Code Group (MCCG). MCCs are an expanded version of the Standard Industry Classification (SIC). Within Works, you can easily set and adjust MCCG privileges in real time. Single, daily and cycle transaction limits can also be set for each MCCG.

The State can also require audits of all transactions under specific MCC codes. For example, you can review all MCC purchases for entertainment category merchants. An audit log is created and available for review at any time. This allows for increased flexibility in card use while maintaining your organization's ability to control spending.

Cash advance restrictions

With the Bank of America Merrill Lynch card programs, you can establish or block cash access for each of your cardholders. Two specific authorization parameters must be in place before cash advances are authorized:

- You must approve cash advances at the company level when the account is initially set up on the system.
- You must unblock the Merchant Category Code for cash advances for the cardholder.

Dollar limits

Dollar maximum per transaction and/or dollar limit by day or business cycle

Transaction limits

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

- Cycle limit/monthly spend limit
- Maximum authorizations allowed per day
- Maximum single transaction limit
- Maximum daily transaction limit
- Annual authorization limit
- Single transaction limit, daily limit, and cycle limit per MCC group

Velocity restrictions (i.e., frequency of use)

Velocity restrictions on the number of transactions per day or business cycle

The velocity of transactions can be limited on the Spend Control Profile using restrictions on the number of transactions per day, the single transaction amount limit and the daily transaction limit.

Country code restrictions

Approved spending by country code can be set at the company billing level or the account level

Declining balance card issuance

Using the card administration tools available within Works, the State can issue cards with declining balance functionality. This is ideal for managing set budgets on projects or special expense types such as relocation assistance. You can couple the use of declining balance cards with Spend Monitors to easily manage budgets with little to no card management or oversight required.

Purchase pre-approval workflow

- Works offers a streamlined process that allows cardholders to request the addition of funds to their cards based on the approval of their manager or others:
 - According to your defined corporate commitment authority, Works is configured to map approvals to your organization's hierarchy and spending authority.
 - If a purchase requires multiple approvals derived from hierarchy and/or spending authority, the system can automatically route the purchase request for approval and, upon final required approval, instantly add funds to the requestor's card.
- You can use purchase requests to replace a paper-based Purchase Order process, with the added option to pre-allocate upcoming transactions.
- When an actual transaction is processed against the requested purchase, your organization can require the cardholder to reconcile the transaction. Upon reconciliation, if the amount of the transaction is less than the request, any remaining funds available on the card will be removed, thereby limiting all exposure to your organization for misuse of the card.
- Using the Works technology, you can blend cardholder privileges, allowing for a set amount of discretionary funds (generally available on the card) and requested funds (only available post-approval).

Spend Monitors for budget management (reporting control feature)

Within Works, Spend Monitors can be established for the management of budgets for special projects, grants or other budget items. You 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 organization and reports total spending against a pre-set spending budget.

The Spend Monitor provides instant email warnings when a budget is reaching certain thresholds of spending, such as 80% of budgeted dollars, 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.

Preferred Vendor Table

This highly specialize and complex control feature utilized the terminal IDs from a specific merchant to control authorizations. A table of terminal IDs can be setup to only allow authorizations coming from those terminal IDs.

Exact Authorization Override

Works gives you the option to override an authorization decline

Home Expenses Accounts Reports Accounting Administration

Accounts > Spend Control Profile > Spend Control Profile Detail

SPEND CONTROL PROFILE (Overwrite Only)

Spend Control Profile: Accounts Administration

Profile Name: RYAN P's Purchasing Card (Override Only)

Restricted to group

Permit Exact Authorization Override: Accts for exact amounts may override Spend and MCC controls in the Profile. This setting disables use of Funding Buffers.

Settings

Credit Limit: 20,000.00

Single Transaction Limit: 1,500.00
 Auto-adjust to approved request amounts

Daily Transaction Limit: 3,000.00

Daily # of Auths Limit: Unlimited
Up Limit to: 20

Annual Authorization Limit: 20,000.00

Fiscal Year Begins: March

Discretionary Funds: 7,000.00

Restore Funds when Signed Off by: Account Holder

Restoration Timeframe: Immediate

MCC Group Settings (Using 7 of 7)

Custom Groups (MCC ID)	Permissions	Transaction Limit	Daily Transaction Limit	Cycle Transaction Limit
Delta Airlines ONLY (MCC7)	Permit	800.00	2,500.00	6,000.00
computer stores & equipment (MCC6)	Permit	1,500.00	3,000.00	6,000.00

4.13 Goal/Objective 13 Lost/Stolen Cards, Unauthorized/Fraudulent Transactions, Time Requirements and Procedures

Please describe any deadlines or time frame requirements for reimbursement or insurance purposes, including your process for handling:

- Lost or stolen cards
- Unauthorized transactions
- Fraudulent transactions
- Employee fraud
- Charges that may occur after an account is closed
- Automated account closure process

Vendor Response:

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 Merrill Lynch as soon as practically possible within the first 24 hours following discovery of the loss, theft or possible unauthorized use.
- You and the cardholder assist Bank of America Merrill Lynch in investigating facts and circumstances relating to the loss, theft or possible unauthorized use.

In circumstances where the card is not issued to a specific individual, our ability to charge back unauthorized transactions is limited by the card associations.

Therefore, you are liable for unauthorized charges that are posted to this account type. However, due to the large number of authorization restrictions that are typically placed on this type of account, unauthorized transactions are very infrequent.

Unauthorized charges by the cardholder are classified as employee misuse by Visa/Master. The Liability Waiver program protects the State against card misuse up to \$100,000. This is automatically provided with our card programs at no cost. It is important to note that as part of the liability program, the State must terminate the employee before a claim can be submitted. There are other qualifications for this insurance protection, which we will facilitate on your behalf if this exception transpires.

Fraud Prevention Unit

A dedicated Fraud Prevention team proactively monitors cardholder activity for suspicious transactions based on various characteristics, such as MCCs, 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.

The Fraud Prevention Unit also monitors patterns of activity to identify transactions that are consistent with fraud. If fraudulent activity is detected, the cardholder, program administrator or account specialist may be contacted. The authorizations also may be temporarily blocked for positive verification.

Our fraud strategies constantly compare the risk of adversely impacting customers conducting legitimate transactions and the benefit of catching fraud. As a result, while our tools may indicate that it is prudent to decline an authorization, we weigh in the client relationship with us, the dollar amount of the transaction, the type of merchant, the location of the merchant and more — all within the short time it takes to process an authorization attempt. As with all of our servicing, our clients are in the forefront of our decisions in this matter.

We strive to provide world class service regarding fraud transactions with our Zero Liability policy. You are not responsible for any fraudulent charges on your accounts, which is not the same level of service provided by our competitors. Our focus is on balancing fraud risk, while maintaining the highest level of client satisfaction.

Account closure

An account becomes “past due” three days after the “due date” listed on the statement. A past due message will appear on the next statement generated for the cardholder. At 90 days past due the card account will be suspended and Bank of America Merrill Lynch will begin contacting the cardholder and/or the program administrator for resolution. If the account remains past due at 120 days, credit is revoked and the account is cancelled. At 180 days past due, the outstanding unpaid balance, including any fees and charges, is considered a credit loss. Credit losses are deducted from your rebate payment and will be addressed during the rebate calculation and rebate payment process. This applies to both active employee accounts and accounts for personnel no longer employed by the State, if the balance remains unpaid at the time of rebate calculation and payment. Please note that accounts should be closed immediately when an employee leaves the State.

Closed accounts

Individual or recurring transactions that were initiated by the cardholder prior to account closure can post to a closed account, and we will expect payment for these transactions. Once an account is closed, however, we will decline any authorization requests from a supplier. But if the supplier deposits the transaction without an authorization, the transaction will post to the closed account. If the transaction is not valid, you can request that we credit the account and charge the transaction back to the supplier.

Works – easily chose the card account to take action on by clicking the Account ID (last 4 digits)

In Scope		Corporate				Clear Filters		Columns ▾	
Account ID	Accountholder	Active Status	Spend Control Profile	Credit Limit	Close Date	Activated	Current Balance	Available Credit	Has Custom Address
2062	Young, Duncan S	Active	P Cards \$25k CL / \$5k SL standard	25,000.00		Yes	15,573.25	9,426.75	Yes
	View Full Details	Active	Declining Balance card	50,000.00		Yes	2,792.99	47,207.01	No
	View Auth Log	Active	01 Purchasing Card \$5k / \$1k	5,000.00		Yes	0.00	5,000.00	No
	Welcome Vendor	Active	P Cards \$25k CL / \$5k SL standard	25,000.00		No	35,762.60	(10,762.60)	No
	Replace Card	Active	Vice President Cards \$50k CL	35,000.00		No	0.00	35,000.00	No
	Activate	Active	EMV P's Purchasing Card (Override Only)	10,000.00		No	0.00	10,000.00	No
	Mark Account Lost/Stolen	Active	01 Purchasing Card \$5k / \$1k	5,000.00		Yes	0.00	5,000.00	No
	Close Account	Active	Z ePay 01 - Match to One QR Line (Total Amount)	10,000,000.00		No	146,227.61	9,853,772.39	Yes
		Active	Buyer \$55k CL / \$5k DE / \$5k STL (BAO)	55,000.00		No	0.00	55,000.00	No
2148	Milareal, Curt	Active	Vice President Cards \$35k CL	35,000.00		No	23,778.40	11,221.60	No
2663	ePayables, Kavanaugh	Active	Z ePay 04 - Match on Total \$ Only (Exact Auth)	10,000,000.00		No	1,682.94	9,998,317.06	Yes
2839	Dunlop, Rhonda	Active	Suspended Cards (Time Out)	0.00		No	0.00	0.00	No
3148	Young, Duncan S	Active	P Cards \$25k CL / \$5k SL standard	25,000.00		No	6,019.07	18,980.93	No
3288	Mason, Brian	Active	Buyer \$55k CL / \$5k DE / \$5k STL (BAO)	55,000.00		No	911.49	54,088.51	No
3362	Duncan, Phillip S	Active	01 Senior Purchaser	500,000.00		No	544,562.93	255,017.07	No
3540	Concord, Gary	Active	P Cards \$25k CL / \$5k SL standard	25,000.00		No	976.54	24,023.46	No
3926	kavanaugh, mike	Active	Declining Balance card	50,000.00		Yes	39,399.01	10,600.99	No
4137	Fruenada, Ryan	Active	01 Purchasing Card \$5k / \$1k	5,000.00		No	0.00	5,000.00	No

4.14 Goal/Objective 14 Changes in Program Coordinators/Administrators

The State desires an automated process for maintaining program coordinators/administrator. The vendor should describe the available methods of change for program coordinators/administrators, including but not limited to:

- Electronic processing capabilities
- Mobile processing capabilities
- Secure file upload capabilities
- Workflow approval and number of levels
- Real time capabilities
- Assign software roles/permissions for program administrators/coordinators at various hierarchy levels.
- Audit trail capabilities for tracking new additions and maintenance
- Other capabilities not listed above

Vendor Response:

The State's authorized personnel will manage all your card program coordinator/administrator data held in our card processing system. All changes such as company data, credit line maintenance and program coordinator maintenance must be requested by your authorized personnel and the requestor will go through validation by our team prior to implementing those changes.

Your card program administrators can maintain user accounts, card accounts and cardholder profiles through our secure, online tool, Works. Items listed above from a) to h) can be supported in Works depending upon your programs configuration. Your program administrator can also work hand-in-hand with our card support team as a key communicator and the day-to-day manager of the card program. The program administrator has the authority to manage all aspects of the State’s card program through Work, our online tool, including:

Program administrator responsibilities
Serving as the liaison with Bank of America Merrill Lynch
Using reporting software for specific reporting needs from Bank of America Merrill Lynch
Reviewing approved applications for completeness of required information
Submitting completed cardholder applications to and receiving cards from Bank of America Merrill Lynch
Training cardholders before releasing cards
Having cardholder sign cardholder agreements; signifying agreement with the terms of the card program. (optional)
Handling disputed charges/discrepancies not resolved by the cardholder or departmental liaison
Initiating change of default accounting codes
Securing revoked cards and submitting information to Bank of America Merrill Lynch
Receiving and reviewing the Bank of America Merrill Lynch bill
Distributing monthly reports to departments (or designated liaisons) and notifying them of cutoff date for approvals and default code changes
Making appropriate accruals for transactions that require the submission of use tax
Processing electronic upload of bill to accounting
Preparing bill for payment and submitting to accounting for ACH payment
Reconciling the Bank of America Merrill Lynch bill to the electronic file and to the transaction totals posted to the accounting system
Serving as contact for audit function as required regarding corporate card program activities
Reviewing usage of corporate card data for appropriateness
Ensuring that lost stolen cards have been blocked by Bank of America Merrill Lynch
Forwarding vendor set-up requests to Bank of America Merrill Lynch for those not currently accepting Visa or MasterCard
Assisting the departmental liaisons with erroneous declines and emergency transactions

Below is a comparison chart, which shows the difference in responsibilities for a program administrator and a scoped administrator

Card Tasks	Program administrator	Scoped administrator	Submission of request
Request/activate/deactivate/assign cards	✓	✓	Phone/Fax/Email and Works
Create/delete card profiles	✓		Phone/Fax/Email and Works
Create card profiles up to a specified credit limit		✓	Phone/Fax/Email and Works
Edit all attributes of a card profile	✓		Phone/Fax/Email and Works
Edit the credit limit up to a specified limit on a card profile bound to the group		✓	Phone/Fax/Email and Works
Move a card to a different profile	✓	✓	Phone/Fax/Email and Works
User and Group Tasks	Program administrator	Scoped administrator	Submission of request
Create users only	✓	✓	Phone/Fax/Email and Works
Create users and request cards simultaneously	✓	✓	Phone/Fax/Email and Works
Create and edit groups	✓	✓	Phone/Fax/Email and Works
Add/edit/remove groups officials	✓	✓	Phone/Fax/Email and Works
Send username reminders to employees	✓	✓	Phone/Fax/Email and Works
Reset a user's password	✓	✓	Phone/Fax/Email and Works
Move a user to a different group	✓	✓	Phone/Fax/Email and Works
Assign all roles	✓		Phone/Fax/Email and Works
Assign only the Requestor and GL Coder roles		✓	Phone/Fax/Email and Works
Manage group approval rules	✓	✓	Phone/Fax/Email and Works

Although a program administrator can view the details of all cards in the organization, Scoped administrators can view only the details of cards within their scope of management. The program administrators can access the Works tool through their Mobile devices to make changes to accounts and cardholders' profiles, in real time. We suggest Google Chrome for mobile access. Program administrators can view various audit, spend and card reports through the Works system to manage users, card accounts and cardholders' profiles.

4.15 Goal/Objective 15 Disputed Items and Credits

The vendor should describe the options available for handling disputed items and credits, including the following:

- a) Processes for disputing charges appearing on the statement
- b) Procedure for crediting an agency's account, pending resolution of the questioned/disputed item
- c) Process for credit of items resolved in the agency's favor
- d) Description of any timeframes or requirements involved with this process
- e) Process for returning credit balances on master billing accounts

Vendor Response:

In many cases, charges in question can be quickly resolved by a phone call to the supplier. If the matter cannot be settled at this level, the cardholder should contact the customer service center or initiate a dispute through the Works application within 60 days of the close of the billing cycle in which the transaction occurred.

A message is then sent to Bank of America Merrill Lynch and the disputes are placed in a work queue. A bank representative will then contact the cardholder and send them a copy of the dispute form. This message is sent as soon as the "dispute" button is clicked and the online dispute form is completed. Removing the dispute flag from a transaction in Works does not reverse the dispute process that has already been initiated at Bank of America Merrill Lynch.

Required dispute information	
Company Name	The name of the organization you work for
Account Number	The 16-digit credit card account to which the dispute relates
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
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 (for example, 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)

We will contact the supplier for substantiation of the charge. No response from the supplier will resolve the issue in favor of the cardholder/the State. Disputed charges are typically resolved within 60 days. Please note that the time permitted for dispute resolution and supplier response is governed by credit card regulations. The State may call Commercial Card Customer Service to check on the status of a dispute or with questions regarding a dispute at any time. Disputed items are not removed from the invoice while under investigation; however, the State is not expected to pay for the disputed item until resolution of the dispute. Specifically, disputed charges are placed in a suspended account and subtracted from the due payment pending resolution. Once the dispute is resolved, the charge is reapplied to the balance or permanently removed from the account.

The dispute process by which Bank of America Merrill Lynch operates is the established chargeback process of the bankcard industry. In order to formally dispute a transaction, a copy of the receipt/draft from the merchant/supplier is requested.

Upon formally issuing a chargeback or dispute, the transaction is deducted from the account's statement/processing history for that cycle and the merchant's account is debited. If the resolution of that transaction proves you are responsible for the item, your account would then be debited.

We will process all accounting issues prior to the export of data to your internal system.

4.16 Goal/Objective 16 Secure Data Transmission

The State desires secure data transmission. The vendor should describe the methods of securely transmitting the data file to the State, including but not limited to the following:

- a) The vendor should fully describe any limitations or restrictions to distributing these data fields to the State.**
- b) The State of West Virginia desires to continue to receive data transmissions with the content of Total Systems Data Exchange File Level 8 or equal. We are currently at release 2016.2. The vendor should describe its approach to handle data transmissions in relation to total data exchange file Level 8 or equal.**
- c) Please describe the different versions of data transmission files available and provide the data file layouts, including an overview of the differences and a discussion as to how often new versions and/or updated versions are made available. Including but not limited to cardholder demographics, transactions by various types such as traditional cards, virtual cards, program coordinators, fleet, travel folio, etc.**
- d) Provide a description of technical support capabilities including access, phone number, e-mail, etc. and include a description of a file delivery help desk and an escalation process.**
- e) The State desires to receive merchant payee data, to integrate with the States vendor tables within our ERP system. Vendor should address any available options as well as the proposed frequency of reporting and updates.**
- f) It is desirable to receive electronic billing statement files on whatever cycle(s) the purchasing card program utilizes. This data should be included as part of the regular data transmission. Please describe all available options to the State,**
- g) The State desires to receive a payment reconciliation file, which reflects payments applied to the master account(s) for a billing cycle.**
- h) Vendor should describe mobile technology capabilities including integration into the State's ERP.**

Vendor Response:

The State can rest assured that with our card program, you will continue to receive data transmissions and integrate with your current ERP systems as you do today.

Card data files

We can provide the State with the following standard card data files and delivery options:

- **Statement Billing File – The Statement Billing File (SBF) is a proprietary file in a fixed length text format that contains company, account and transaction data. We can deliver the SBF to your organization using HTTPS Pull, SSHFTP Pull, or FTPS Pull.**
- **EDI 811 – We have mapped the Statement Billing File, described above, to the EDI 811 industry-standard format. Like the Statement Billing File, we can deliver the EDI 811 file to your organization using HTTPS Pull, SSHFTP Pull, or FTPS Pull.**

- Travel Agency File – If your organization requires reconciliation file for your travel agency transactions, our proprietary file in fixed length text format contains transactional information needed to complete the reconciliation process. We can deliver the travel agency file to your organization using HTTPS Pull, SSHFTP Pull, or FTPS Pull.
- Visa Commercial Format 4.0 (VCF 4.0) – The VCF 4.0 is a proprietary file in a fixed length text format that contains company, account and transaction data. Visa can deliver the VCF 4.0 file to your organization using SSHFTP Push (Visa requires PGP for extra security) or FTP/TSL Push.
- MasterCard Commercial Data Format 2.0 and 3.0 (CDF 2.0 and 3.0) – The MasterCard proprietary files offer company, account and transaction data. The CDF 3.0 version is in an XML format, whereas the CDF 2.0 is a fixed length text format. MasterCard can deliver the CDF file to your organization using HTTPS Push, SSHFTP Push, or FTP/TSL Pull/Push (MasterCard requires and provides additional hardware and software for the FTP/TSL option.)

Integration through our Works tool

Works integrates successfully with packaged ERP/accounting systems such as Oracle, SAP, Lawson, PeopleSoft, Solomn, Great Plains, American Management, Fundware, THE, Crosspoint Terms, NewWorld, FAMIS. We have also successfully integrated it with legacy/internally-developed systems. Works integrates with ERP systems in four key areas:

- Exporting transaction data into A/P or GL module
- Exporting data from pre-defined Works reports into ERP or reporting system
- Importing invoice payment information through Virtual Payables, driven by Works patented Active Card Control technology
- Pre-population of expense reports through the delivery and import of daily card transaction data files

CSV file upload

To load transaction data with GL information into your ERP system for accounting purposes, our CSV export file can typically be uploaded by your IT team. If our various outputs need to be adjusted, we can work with you to understand options for a client-specific format. Depending on the specific requirements and work effort fees may apply. The system also has an export capability on the most commonly-used reports that allows data to be exported as a CSV file for integration to most reporting packages, as well as common desktop applications such as Excel and Access.

The State can receive a daily data feed in a standard layout that can easily be reformatted, when needed, and loaded to your accounting system.

Technical Help Desk

We will help you with testing of systems through implementation. Once completed successfully, you will be provided continuing support through our Technical Help Desk. This is the primary point of contact for questions or issues regarding your software packages, reporting issues, ad hoc report requests and data file transmissions. It is staffed by professionals who have been specially trained to walk your program administrator and cardholders through any technical difficulties.

Program administrators calling into the Technical Help Desk can choose a separate option within the current call routing message that enables us to expedite the calls and answer their questions quickly. The Technical Help Desk can be reached toll-free, Monday through Friday, from 7 a.m. to 9 p.m. Eastern. After-hours technical support also is available.

Reconciliation

Works provides a variety of reconciliation tools to assist your organization in easily managing your card-based payments.

Automated General Ledger (GL) Coding – Transactions can be automatically coded to your GL structure based on cardholder/card account, cardholder group/department, Merchant Category Code type or default GLs set up during implementation. This allows transactions to be automatically exported to your accounting system without intervention from your accounting staff to code each transaction or statement bill.

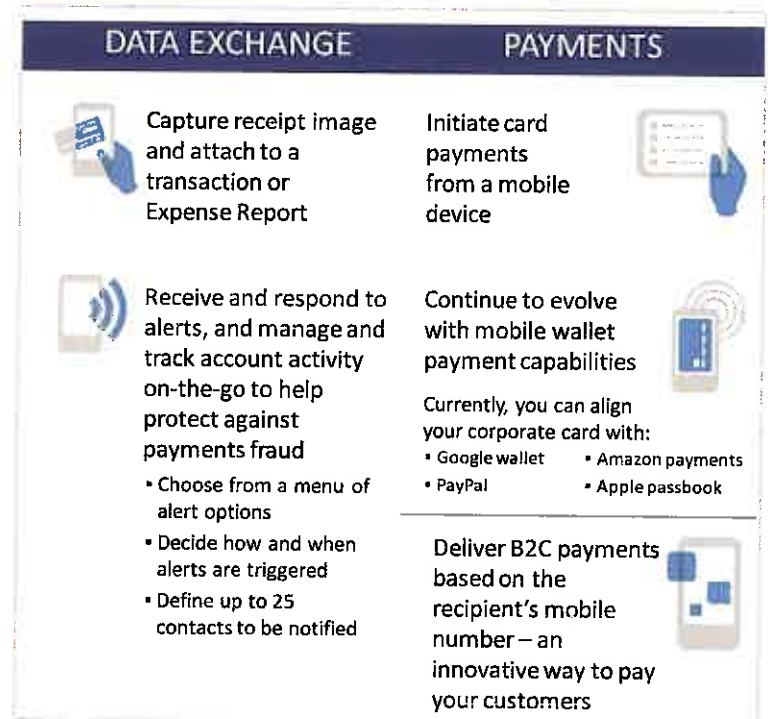
Post Purchase Review and Reconciliation – Your organization can mandate that cardholders review and add comments and/or GL codes to all transactions post-purchase. You can also mandate that managers review their employees' transactions for approval and reconciliation post purchase. Available funds can be set to not refresh until all reconciliation has occurred. This generally assists accounting teams in compliance with reconciliation and speed in reconciliation.

Accounting Review – During implementation the Works implementation team will assign everyone in your organization's card program specific roles denoting their privileges within the application. Accountants will be given specific access to view options, reconciliation and export tools. Within one of the view options, accountants can verify which transactions have been coded to valid GL strings by a quick visual review of all transactions. This will reveal the need to review only transactions with invalid strings. The accountant can also reconcile any transactions that are pending in order to close the books within a desired timeframe or to expedite financial reporting.

Mobile technology

Bank of America Merrill Lynch remains focused on enhancing the user experience for our corporate credit card clients. To support your organization's evolving mobile strategy and unique cardholder needs, we offer several mobile-friendly, self-service tools to manage and monitor your accounts.

As a web-based tool, users may access Works using mobile devices as long as the mobile device has supported browser and internet access. Cardholders can log in to Works to view statements, inquire about limits and investigate transactions.



4.17 Goal/Objective 17 Software Solutions

The vendor should describe its available software solutions including but not limited to the following:

- a) **The software solutions capabilities and operational requirements**
- b) **Transaction reconciliation**
 - 1) **Work flow approval and number of levels**
 - 2) **Default funding allocation capabilities**
 - 3) **Field lengths**
 - 4) **Integration with ERP**
 - 5) **Ability to attach documentation**
 - 6) **Ability to lock down interfaced or mapped transactions**
 - 7) **Ability to upload chart of accounts**
 - 8) **Process for modifying chart of accounts**
 - 9) **Ability to validate funding allocation**
- c) **Reporting**
 - 1) **Standard reports**
 - 2) **Ad hoc or customized reports**
 - 3) **Report scheduling**
 - 4) **Delivery options, i.e. online, email, mobile**
 - 5) **Exporting options and formats**
 - 6) **Dashboards**
 - 7) **Number of data fields available**
 - 8) **System data retainage**
 - 9) **Ability to access/run reports across hierarchy levels based on user's security role(s)**
- d) **Single sign-on to available software solutions**
- e) **Program audit tool**
 - 1) **Card account information**
 - 2) **Transaction information**

Vendor Response:

Works offers leading-edge technology enabling you to expand your card program beyond traditional limits, elevating purchasing cards to your payment method of choice. The simple, web-based solution automates, streamlines and integrates your existing payment authorization and reconciliation process, resulting in enhanced efficiencies and reduced costs.

- Have every aspect of program management, reconciliation and workflow approval in a single application
- Process, spending controls with online reconciliation, management approval and automated general ledger integration
- Automate your expense allocation and information management activities

- Manage receipts online as it provides the ability to store faxed receipt images for purchase transactions for expense reporting
- View statements and reports online 24/7
- Manage your program locally and regionally, where needed

Full online and real-time administration functions

- Transactions can be routed for post-purchase approval by the appropriate manager and accountant from your organization
- Pre-approve a purchase by dynamically adding funds to a card once a request is approved
- Real-time, online management of card controls (for example, credit limits, MCC restrictions)

No software or hardware requirements

Works is a fully hosted, web-based application that needs no hardware or software requirements on your part. However, for an optimal experience, users must have the following:

- Browser (Internet Explorer 10.0 or higher, or the most recent version of Mozilla Firefox)
- Adobe Acrobat version 4.0 or higher (for reporting)
- 1024 X 768 screen resolution or higher

To view reports received by email in PDF format, you must have Adobe Acrobat Reader and a compression utility to extract files from the .zip format.



Online, on-demand, configurable reporting

Access required data and dashboard reporting for easy access to spend information for managers and auditors.

- Real-time or batch integration with your ERP
- On-demand file download of reconciled transactions
- A variety of download formats
- Availability of pre-configured report templates and configurable, ad hoc reporting
- Spend monitors to help you track and report spending
- Online self-service, real-time reporting and payment initiation is available to you with 24/7 global access

Email capabilities

You can download reports via HTTPS in PDF, Excel or text file format and email them as attachments or save as an HTML document for posting on your intranet. Program administrators have the ability in Works to lock and unlock a user's email preferences. The options include:

- Email when reports become available to download
- Email when there is a pending task to perform
- Email when a configuration changes

Works provides for multiple approval options. Companies can require pre-purchase approval for transactions exceeding a specific dollar amount, or post-purchase approval and audit based on a specific dollar amount. You can establish multiple approval levels depending upon your internal approval policies.

Reconciliation

Works provides a variety of reconciliation tools to assist your organization in easily managing your card-based payments.

Automated General Ledger (GL) Coding – Transactions can be automatically coded to your GL structure based on cardholder/card account, cardholder group/department, Merchant Category Code type or default GLs set up during implementation. This allows transactions to be automatically exported to your accounting system without intervention from your accounting staff to code each transaction or statement bill.

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Purchase pre-approval workflow

- Works offers a streamlined process that allows cardholders to request the addition of funds to their cards based on the approval of their manager or others:
 - According to your defined corporate commitment authority, Works is configured to map approvals to your organization's hierarchy and spending authority.
 - If a purchase requires multiple approvals derived from hierarchy and/or spending authority, the system can automatically route the purchase request for approval and, upon final required approval, instantly add funds to the requestor's card.
- You can use purchase requests to replace a paper-based Purchase Order process, with the added option to pre-allocate upcoming transactions.
- When an actual transaction is processed against the requested purchase, your organization can require the cardholder to reconcile the transaction. Upon reconciliation, if the amount of the transaction is less than the request, any remaining funds available on the card will be removed, thereby limiting all exposure to your organization for misuse of the card.
- Using the Works technology, you can blend cardholder privileges, allowing for a set amount of discretionary funds (generally available on the card) and requested funds (only available post-approval).

Post-purchase approval

- You can configure Works to mandate that all or select transactions be reviewed by the cardholder's manager or designee after the transaction has occurred. This rule can be set at the company level, department level or cardholder level. Post-purchase review ensures that the cardholder's purchases are within policy and minimizes the opportunity for misuse.
- Additional interactive elements for cardholder and manager review may include:
 - Requiring comments
 - Allowing changes to a transaction's accounting code allocation
 - Stating whether a receipt was received or not
 - Disputing

Your organizational hierarchy will be loaded into Works so the application employs the required managerial and signature authority approval levels.

Allocation

We can automatically allocate individual transactions to different expense categories based on the State’s GL accounting structure.

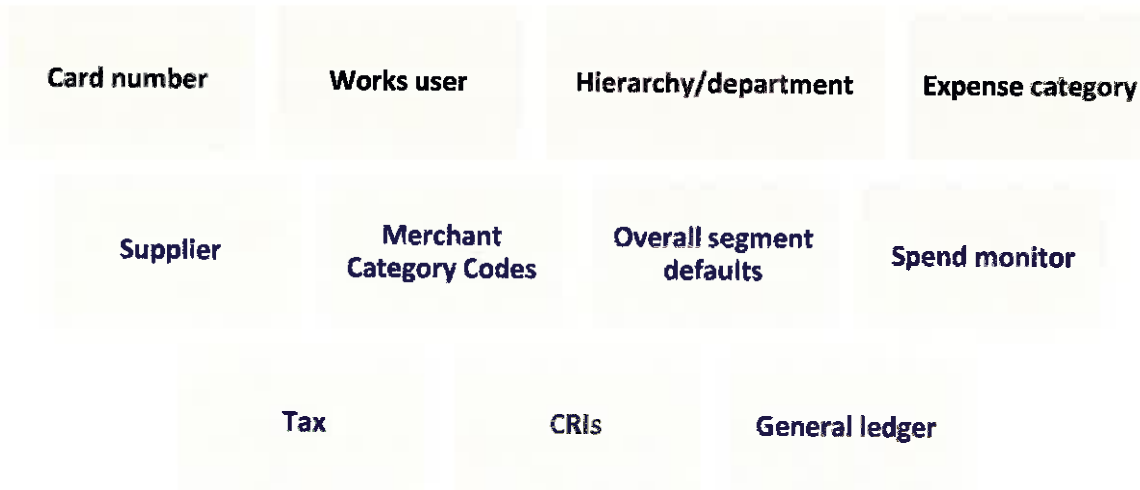
Works allows clients to assign General Ledger titles and descriptions in the allocation section of the application. The State can custom title each GL segment (cost center, company #, account code...) and customize a description for each GL value (349012 “office supplies”). Default values can then be created and assigned:

Cardholder accounting default options

Works provides automatic, default cost allocations for each transaction, as determined by the State. Works supports full transaction allocation functionality. Works supports up to 11 GL segments. You can set minimum/maximum length rules up to 64 characters for each segment and pre-load unlimited values. We support full GL defaulting, and as the State needs change, we will help create an ideal strategy that fulfils your objectives. You can set up dependency allocation to streamline the allocation choices for their cardholders. The Works system will also allow you to divide one transaction among several cost codes.

Eleven levels of automated coding

The automated coding can be driven at 11 different levels, including:



Works transaction allocation fields can include:

- General ledger - Enter or edit General Ledger segment codes in these fields to identify the sector of the GL to which the transaction will be allocated. To select the code from a predefined list for each segment, click GL Assistant located next to the coding fields
- Works screen:
 - Description - Enter a description for the allocation up to 1,024 characters
 - Amount/Percent - Enter or edit the amount or percentage of the total purchase that will be allocated to a sector of the GL identified on the next line

The Works application provides a very high degree of allocation flexibility. We can assign a default GL allocation string to each card account. When transactions post in Works, they are automatically allocated to the default GL segment string. This methodology saves the default codes to that card account and eliminates 80% of the manual keying effort.

Four touch points for modifying GL codes

Defaults can even be set at the pre-purchase request level, allowing cardholders to specifically state the GL allocations meant for specific transactions. After automated coding, which occurs when transactions are loaded into Works, access can be given to users to modify GL codes at up to four “touch points”:

- Cardholder
- Manager
- Accountant close
- Accountant batch

User can have their role access controlled to allow free-form modification of accounting codes, or restrict them to the GL Assistant, which is a list of populated GL values and descriptions. This list can display all available codes or be restricted to only show valid accounting code combinations and values appropriate to that cardholder.

Restrict selections to authorized codes

The Works implementation team will configure the application to map cardholders to the appropriate GL combinations based on your accounting structure. This ensures that cardholders and managers select the correct codes, valid accounting code combinations and codes that are authorized to use. Finally, organizations that use Works for transaction re-allocation are continually pleased with their ability to intelligently default accounting codes.

Field length

Works offers standard, dashboard and configurable reporting. 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 configuring its layout. You can select from more than 650 data fields to create an endless variety of report templates. Fields include but are not limited to:

- Allocation including client defined GL values/descriptions and spend category fields
- Cardholder including client entered account nickname, employee ID and accounting code
- Card including default accounting code GL segment
- Transaction including client entered description field and multiple comment fields
- Card decline
- Card profile
- Card renewal date
- Cardholder spend limits

Integration

Works integrates quickly with packaged ERP/accounting systems. We have also successfully integrated it with legacy/internally-developed systems. The system integrates with ERP systems in four key areas:

- Exporting transaction data into A/P or GL module
- Exporting data from pre-defined Works reports into ERP or reporting system
- Pre-population of expense reports through the delivery and import of daily card transaction data files

CSV file upload

To load transaction data with GL information into your ERP system for accounting purposes, our CSV export file can typically be uploaded by your IT team.

If our various outputs need to be adjusted, we can work with you to understand options for a client-specific format. Depending on the specific requirements and work effort fees may apply. The system also has an export capability on the most commonly-used reports that allows data to be exported as a CSV file for integration to most reporting packages, as well as common desktop applications such as Excel and Access.

Daily data feed

The State can receive a daily data feed in a standard layout that can easily be reformatted, when needed, and loaded to your accounting system.

Receipts imaging

To help our clients continue the move from paper to electronic, we enhanced our Works application with receipts imaging functionality. Receipts imaging allows you to upload and store receipts for purchase- and travel-related transactions, route receipts efficiently for approval and manage expenses using one platform. These images can then be attached directly to a purchase transaction or expense report for reconciliation. Receipt images can be stored within Works for up to seven years.

Reporting

Our card management tool, Works, provides access to transaction data 24/7 through a variety of report options. Transactions are updated nightly, so all data up until the current day's transactions will be available for reporting. We recommend running reports as needed to properly manage your programs. The card decline report we recommend to setup to run automatically on a weekly basis to maximize auditing. The Payable Allocation Detail Report can be used to upload transaction and GL accounting data into your accounting system. The report file can be pushed or pulled. Many of our clients audit this report to identify any outstanding payments to vendors.

A description of the most used Works reports is below.

Works standard reports	Description
Spend reports	
<i>Company Billing Statement</i>	Review the billing statement
<i>Company GL Memo Statement</i>	Review memo statement with additional general ledger information
<i>Forced Capture</i>	Review card transactions with suspicious authorization codes that need to be validated
<i>MCC Audit</i>	Review card transactions for vendors that triggered a cardholders card profile MCC setting of "permit and notify"
<i>Non-preferred Supplier Spend</i>	Review you spend with non- suppliers
<i>Payable Allocation</i>	Review allocation details in transactions and reimbursements
<i>Payable Allocation Detail</i>	Create an export file (non-printable) of transaction data
<i>Socioeconomic Indicators</i>	Review the State's spend with vendors of specific corporation status or socioeconomic indicators
<i>Spend by MCC Summary</i>	Review total expenditure within each MCC
<i>Tax Audit</i>	Review tax tracking information for transactions
Card reports	

Works standard reports	Description
Spend reports	
<i>Cancelled Cards</i>	Review details of cancelled cards
<i>Card Adjustment History</i>	Review an audit history of spends for a specific card
<i>Card Declines</i>	Review details of a decline
<i>Card Past Due</i>	Review details of past due balances on cards
<i>Card Request Log</i>	Review details of the request and activation of cards
<i>Card Status</i>	Review details of all cards
Organization reports	
<i>Org/GL Audit Log</i>	Review an audit history of changes to the organization, general ledger and company policies
<i>Profile Change Log</i>	Review an audit history of changes to card profiles
Extended transaction details	
<i>General Purchase Spend Detail</i>	Review details of all general purchase expenses
<i>General Purchase Spend Summary</i>	Review a summary of all general purchase expenses per vendor
<i>Shipping Spend Detail</i>	Review details of shipping-related expenses
<i>Shipping Spend Summary</i>	Review details of shipping-related expenses by vendor
Personal reports	
<i>My Memo Statement</i>	Review of all your card transactions (regardless of status) for the current or previous billing cycles
<i>My Payable Allocation</i>	Review allocation details in transactions and reimbursements for documents owned by the State
<i>My Payable Allocation Detail</i>	Create an export file (non printable) of transaction data for documents owned by the State
<i>My Payables by Barcode Index</i>	Review payables by barcode

Ad hoc/configurable reports

Works also provides configurable reports feature and supports the creation of customized and ad hoc reports. Users can create new templates at any time by selecting from more than 650 fields of data to determine the content and layout of reports based on your organization's needs. Scores of new filters can be used to narrow the results in a report, and nearly every field can be filtered for true ad hoc reporting. Users can use an existing Works report as a template and then configure its layout.

Works – Configurable report options

Select from more than 650 data fields to create an endless variety of report templates

Report categories	<ul style="list-style-type: none">▪ Card▪ Purchase request▪ Audit▪ Spend
Filter examples	<ul style="list-style-type: none">▪ Defined groups▪ Employees▪ Card numbers▪ Card profiles▪ Card status categories▪ Card statement periods
650 data fields	Fields include but are not limited to: <ul style="list-style-type: none">▪ Allocation▪ Cardholder▪ Card▪ Transaction▪ Card decline▪ Card profile▪ Card renewal date▪ Cardholder spend limits

Dashboard reports

Works dashboard reports allow users to first view spend data at a macro level and then drill-down into sublevels of data. A description of the data-level data elements are as follows:

User spend analysis and summary reports

Spend analysis and summary reporting is available from Works via the configurable report functions. Filters available in Works can be used to create individual reports, or the department field can be added to reports for sorting using Excel or another application.

Program spend analysis and summary reports

Program spend analysis and summary reporting is available from Works via the configurable report functions. Filters available in Works can be used to create individual reports, or the department field can be added to reports for sorting using Excel or another application.

Merchant data analysis and summary reports

Program merchant data analysis and summary reporting is available from Works via the configurable report functions. Filters available in Works can be used to create individual merchant name reports, or the MCC field can be added to reports for sorting using Excel or another application.

Vendor analysis and reconciliation capabilities

Works allows you to associate “map” one or more vendors to a supplier. Each time a transaction is reported to the application, the application automatically analyzes the characters of the vendor name associated with the transaction as well as the vendor city, state, postal code and MCC code to determine whether the vendor is mapped to a supplier. If the application finds a match, it associates “maps” the reported information to the appropriate supplier. The Works Vendor/Supplier Map Report, included in the Organization Reports, allows you to review the audit history of vendors as they are initially mapped (either manually or automatically) to a supplier.

Unlike the configurable reports, the content of the reports in the Dashboard Summary is pre-defined to display the most commonly requested information in graph or table format. The data in the Dashboard Summary reports contain only data within the company and does not include data within linked companies. Data in the Cross Company (CxCO) Dashboard reports contain the sum of the current company’s data and all the linked companies’ data, considering any specified filters used.

- Card Counts
- Card Activity
- Spend by Card verses Spend by Noncard (If set up as an option during implementation)
- Spend by Vendor and CxCo Spend by Vendor
- Spend by a specified GL segment (If set up as an option during implementation)
- Single Transaction Limit Audit and CxCo Single Transaction Limit Audit

Reports Scheduling

Reports are generated for various timeframes or accounting periods. Works users have the option of scheduling standard or customized reports to run automatically on a regular basis for any time period.

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

Delivery options and exporting options and format

Reports can be viewed online, printed and downloaded as Adobe PDF files, Microsoft Excel files or text files (with a variety of delimiter options) that can be exported into standard reporting packages or commonly used applications like Microsoft Access. They can also be saved to media such as a disk or CD-ROM.

Within the Works system, to load transaction data with GL information into your accounting system, the export file can be quickly uploaded into your accounting system by your IT team. If necessary, we can create a client-specific “mapper.” This is an Excel macro that converts the Works data file into the correct file format for your financial system. Works has an export capability on the most commonly-used reports that allows data to be exported to most standard reporting packages, as well as common desktop applications such as Excel and Access.

Access/Run reports across hierarchy levels

Works uses a model of your organizational structure and its members to determine user access rights, workflow routing, data visibility, reporting and policies. The application allows the creation of an arbitrary number of groups that can represent organizational units, departments, projects or approval routing points (a node through which all requests for IT equipment must pass). Based upon an individual’s role and scope of responsibility within your organization, he or she is given the ability to view reports. Reports can be viewed and distributed online, printed, saved to media or downloaded from the Works application.

Single sign-on to available software solutions

Works tool allows you to manage your card programs independently or as one. This portal will provide users (both cardholders and program administrators) single sign-on access to all tools that help manage their corporate credit card programs. Program administrators may also manage dual-card programs in a single administrative tool in Works.

Audit

All actions taken within Works are recorded and stored via an audit log. This log is available to the program administrator, accounting administrator and the financial administrator. *The MCC Audit Report* allows you to review card transactions for vendors that triggered cardholders' card profile MCC setting of "permit and notify"

Additionally, Works provides the ability to "spot audit" certain types of purchases based on the amount of a transaction. Works automatically routes the transaction to the appropriate supervisor or auditor for review prior to being closed by accounting.

As a best practice, the State should establish an Auditor role in the Works application, where the Auditor is designated for internal audits to access all card and account data within the card program. Auditors cannot change/edit data but they can pull special audit reports and compare against internal policies.

The Auditor can access many audit reports through the Works tool such as Card Maintenance Log, Card Profile Audit Log, Group Approver Delegation Log, General Ledger Audit Log, Authorization Profile Audit Log, Group Audit Log, General Setting Audit Log and User Audit Log. Additional audit tools include the Works dashboard reporting for Audit and the MCC notifications. Spend monitors track money allocated to a designated sector of the General Ledger (GL). Each time a transaction is reported to Works, Works checks to see if the money spent in the transaction is allocated to a monitored segment of the general ledger. If so, Works updates the appropriate spend monitor to include the amount of the transaction.

A spend monitor can be set up so that when the spend reaches a designated amount (ceiling) Works generates an email message to notify specific individuals of the change to the spend monitor.

For example, to track the spend for a new project, you would identify in the spend monitor the GL segments and the allocation values for each segment that identify what sector in the General Ledger will be allocated when money is spent on the project. Once that has been performed, whenever a new transaction is allocated (charged) to that sector of the GL, Works updates the Spend Monitor to include the amount of the transaction.

4.18 Goal/objective 18 Transition/Implementation

The vendor's transition and implementation plans are extremely important to the State. The transition/implementation team should be available during the State's normal business hours. The vendor should describe the transition/implementation plan and should include but is not limited to the following:

- a) The timeline for implementing the purchasing card program
- b) The tasks to be performed and responsible parties
- c) All customer support that will be provided during implementation such as onsite support, technical assistance, user manual, web-based training, etc.
- d) The process for adding new cardholders, billing accounts and coordinators during transition/implementation if different than the applicable sections above
- e) Names of the proposed on-site implementation team members
- f) Resumes and experience of the proposed team members
- g) The man-hours required to complete the transition within identified timelines
- h) Any other information necessary to understand the implementation of the proposed system
- i) Expansion of payment capabilities through additional card platform tool
- j) A plan to expand the program

Vendor Response:

We realize that the conversion of any program from one financial institution to another is a complex undertaking. Upon award, Senior Card Account Manager Maureen Sudbay, Senior Client Manager Ed Bianchi and the rest of the client team will work closely with the State to ensure a successful card conversion. Our Client Services and implementation teams are organized to offer flexibility, ease of integration and specialized knowledge based on your size, industry and geography.

Implementation strategy

We develop highly customized plans that cover many contingency situations to result in smooth, efficient transitions, and provide end-to-end implementation support and consultation beginning with the assignment of Senior Card Account Manager Maureen Sudbay and an Implementation Project Manager (to be named upon contract award). The Implementation Project Manager oversees and facilitates the conversion project which includes creating a project plan that is specific to your individual requirement with milestones, key dates and the individual(s) responsible for each task, completing documentations, leading and facilitating project meetings and keeping you updated on progress.

Our vast experience with card program transitions

We have converted card programs ranging from large commercial, global and state programs to retail businesses. Our conversion methodology has proven highly successful with both full program and phased conversions.

The Implementation Project Manager will head a weekly WebEx/conference call. This standing call will be coordinated during the project kick-off. Anytime the State requires additional meetings, your Implementation Project Manager will schedule accordingly.

Our project management methodology, specifically designed for card implementations, is flexible to meet your program requirements. The illustration below describes our approach to project implementation management through the following four key phases:

Define	Design	Deliver	Review
<ul style="list-style-type: none"> • Introduction • Discovery meeting • Implementation Kick-off • Discuss best practices 	<ul style="list-style-type: none"> • Weekly implementation meetings with stakeholders • Design program parameters/requirements and process flows • Test prototype 	<ul style="list-style-type: none"> • Set up program on system • Build file feeds • Assist client with policies & procedures • Document program details 	<ul style="list-style-type: none"> • Transition to your Card Account Manager • Ongoing program performance monitoring & expansion
Understand your needs	Review & choose options for product configuration	Finalize	Communicate
<ul style="list-style-type: none"> • Overall objectives • Volume • Data needs • Reporting needs • Software • Overall process flows 	<ul style="list-style-type: none"> • Branding options • Limits/controls • Funding options • Workflow • Billing options • Payment options/process • Account hierarchy 	<ul style="list-style-type: none"> • Plastics & timelines • Card applications • System setup • Coding custom files • Data rollup • Payment setup • Client setup on software • Prospect tiering 	<ul style="list-style-type: none"> • Quality control steps • Escalation procedures • Software training approach • Disputes • Collections/fraud • Card replacement • Line increases

During the Define phase of the implementation we will collaborate with the State to gather information about your desired program. Together, we will define project goals, as well as team roles and responsibilities. The implementation team develops the program scope including overall objectives, data needs, reporting needs and process flows and executes any required contractual documents.

Phase two of implementation is Design, when we will collect the data needed to configure your program and support the automation of your program. The implementation team will help you review items such as transaction controls, billing options and account hierarchy. We will provide recommendations for a communication plan to distribute to your employees and create your data file specifications.

In the Deliver phase, we complete the systems configuration, build the data integration file and set up the necessary connectivity. Payment setup is finalized and cards issued. System training is provided at this time, as needed. Finally, as part of the Review phase, we initiate ongoing program performance monitoring and expansion. The program is transitioned from the implementation team to Senior Card Account Manager Maureen Sudbay and the servicing teams and then a post-implementation review is conducted.

Timeline and sample project plan

The transition of a multi-card type program typically takes 60 – 75 days. Our timeline includes card conversion, technology set up, billing set up and testing. During the initial kickoff discussion, we will review the timeline with you and determine specific dates and determine if we should roll the program into phases.

Your client team is focused on delivering a smooth transition from your current provider to Bank of America Merrill Lynch and meeting your completion timeline. We will begin preparations as soon as we are identified as a finalist and provide key deliverables and timeline. A sample timeline is shown below.

Card – Implementation

Task	Task description	Responsible party	Days				
			1 - 15	15 - 30	31 - 45	46 - 60	60 - 75
1	Kick-off – Technical & Business Requirements Analysis (via Questionnaire)	Bank and the State	✓				
2	Provide Configuration Workbook to Client	Bank	✓				
3	Client info, Organization (Groups & Users), General Ledger Structure, Card Controls, Review and Finalize	The State		✓			
4	Transaction data Export/Import	Bank and the State		✓	✓	✓	
5	Master Corporate Account Setup	Bank and the State		✓	✓		
6	Validate configuration and operation via prototype	Bank and the State			✓	✓	
7	Train-the-trainer: Cardholder, Managers/Supervisors, Accountant, Administration	Bank			✓	✓	
8	Master Account creation, Product configuration, Order cards Cards delivered, End User training Operation, Assist with first export	Bank and the State			✓	✓	✓
9	Transition from implementation to Account Management team	Bank and the State					✓

Support during implementation

During the implementation stage, your implementation project manager will provide end-to-end support in document completion, card program setup, testing and system setup, training scheduling and completion.

He/she will also provide operational support to the program administrator for one full billing cycle in order to verify that the system is configured correctly and that the program administrator understands how to maintain and support the end-user base.

Maureen Sudbay, your card account manager will monitor and report on program performance, identify additional opportunities to apply card solutions, identify training requirements and ensure complete and successful conversion.

Additionally, your client team will stay on point for any issues or concerns you may have during the card conversion process.

Training

The State will receive a variety of tools to enable your employees to use the application to manage payments. These tools and a train-the-trainer approach will allow you to handle ongoing expansion and operations beyond the initial implementation. Specifically, we will train and educate your program administrators on the process of adding new cardholders and billing accounts as required. Once the program administrator is trained, they will use our training tools described below to train future users. All of our user guides, training resources and manuals are available within the Works tool.

Training for administrators and accounting

- A weekly series of instructor-led, web-based, open registration courses address day-to-day administration, accounting code table maintenance and transaction review and export.
- After taking these basic training courses during the initial implementation, the implementation manager will address the unique configuration aspects of your solution in a dedicated session with the core administrators.
- The open registration classes can be repeated as often as necessary for refresher purposes or to bring a new employee on board.

Train-the-trainer training for cardholders and manager/reviewers

- A weekly instructor-led, web-based, open registration course assists those members of your team who will perform employee training.
- The class is designed to provide your trainers with best practices for training the cardholders and the managers who allocate and review the transaction data.

Cardholder/manager flash videos

- Training videos are found directly through the application's left navigation bar: "Tools → Training and Help → Videos." Key topics include access and navigating the application, reviewing and coding transactions, using the pre-purchase request process (if applicable) and reporting.

Application documentation

- Two operations manuals are available online via the application interface:
 - The *Administrator Guide*, available only to program administrators, covers all aspects of system functionality.
 - The *User Guide* addresses system tasks for general users.

Client team

We will provide the qualifications of our implementation project manager once assigned upon contract award. Our implementation project managers have a minimum of five years of project management experience and most hold a recognized form of Project Management certification.

Card Account Manager, Maureen Sudbay

Tel: 757.616.2175

Email: maureen.sudbay@baml.com

Maureen Sudbay is the Bank of America Card Account Manager for the client Comprehensive Payables and Card programs. She is responsible for working with the clients to customize strategic growth plans to expand the card program. Maureen has also been a Senior Change Consultant within the Client Fulfillment group at Bank of America. In this capacity she was responsible for the successful implementation of clients on Bank of America's Comprehensive Payments Solutions.

Prior to working at Bank of America Merrill Lynch, Maureen held various positions at Clareon Corporation, including Product Management and Quality Assurance for a web-based business to business electronic payment and remittance product. Maureen has over fifteen years' experience working with client ERP system interfaces. Maureen has a Bachelor of Arts degree in Political Science from the University of New Hampshire.

Market Leader/Senior Client Manager, Ed Bianchi

Tel: 410.547.4272

Email: ed.bianchi@baml.com

An associate of the bank and its predecessors since 1973, Ed is the most senior government specialist in the entire bank organization. Ed's experience and knowledge of this particular sector has gained him enormous recognition and respect from government clients. Ed has extensive experience (over 35 years) working with government entities in this region.

Ed worked as an auditor at Legg Mason and also at Equitable Bancorporation, he later joined in 1979 Equitable Bank's Commercial Marketing department as a Cash Management Product Manager. While there, Ed was responsible for the establishment of the bank's Money Center. Ed joined Equitable Bank's Financial Institutions department in 1982, where he created the Government Banking unit where he also maintained business development efforts with correspondent banks in West Virginia and western Maryland. Ed's primary responsibility was developing and maintaining the State and Local Government market segment that was carried through when Equitable Bank was acquired by Maryland National Bank, then NationsBank, and finally, as it is known today, Bank of America Merrill Lynch. In 1996, Ed worked on the State of Maryland's inaugural Purchase Card contract implementation team.

Ed earned his bachelor's degree from the University of Baltimore and received an MBA from Loyola University Maryland. As Market Leader and Senior Client Manager, Ed has the responsibility of leading the Public Sector Banking South team in this region for strategic banking, credit and investment relationship management.

Barbara Rotruck

Tel: 410.547.4322

Email: barbara.rotruck@baml.com

Barbara supports all of the clients within Ed's portfolio. With over 30 years of experience, Barbara possesses a strong client focus and a strong understanding of bank operations - products, services, systems, policies and procedures. She is responsible for the coordination of treasury solutions and serves in a consultative capacity in working with Ed and clients to determine the cost/benefit from the deletion, modification or addition of services.

Program expansion

Our global footprint means that no matter where the State is looking to expand in the future, Bank of America Merrill Lynch will help you get there. At the outset of your implementation we will consult with you so that we understand your unique business requirements. We will then leverage our local product resources to apply your requirements against market capabilities and trends to define a road map that maximizes the value of your program.

Maureen Sudbay, senior card account manager and Ed Bianchi, Senior Client Manager will work to consult, execute and adapt strategies as your business needs and market regulations change. Our platform is fully scalable allowing us to grow your program as necessary. We look forward to discussing your requirements and implementing the most advantageous strategy for the State's program.

4.19 Goal/Objective 19 Training

The State desires a vendor that has the capability to train at all levels from the State Purchasing Card Management to the agency level coordinators. The vendor should describe the Training considerations including but are not limited to:

- a) Updates on technology changes
- b) Updates on purchasing card rules and regulations affecting the State of West Virginia
- c) Updates on changes within the financial institution that affect the State of West Virginia
- d) The State desires to continue to adopt best practices and utilize current technologies. Please describe how you assist clients to attain this as well as maintain a strong program including educational training for clients that involves presenting new products, services and industry trends as well as provide the opportunity for the client to network and share business strategies with both domestic and international peers.
- e) Supplements to the existing web-based training programs of the Auditor's Office. The Auditor's Office reserves the right to use vendor-provided training programs on the Auditor's Office web site or any other web site or server by which the web-based training programs are distributed for the Auditor's Office and the State Purchasing Card Program.

Vendor Response:

As discussed in the previous section 4.18, we will train you program administrators and users and provide complete training guides, manuals user guides and tools to help you post card implementation.

Upgrades

As the Works system is a hosted, web-based solution, hardware and software upgrades do not apply.

Works software enhancement releases are included as part of the services you receive from Bank of America Merrill Lynch and are provided at no additional fee. Works enhancements occur regularly, at a minimum of annually, as part of our customer requested enhancement and strategic enhancement processes.

Maureen Sudbay, your card account manager, will ensure that the State is informed of any internal changes, technical upgrades/new enhancements or features. Maureen will work with you to determine the best way to communicate this information to the State. The most common method is during the weekly status calls, monthly assessment meetings or regular business reviews, however, we will tailor the delivery of this type of information based your preference.

Updates on rules and regulations

Bank of America Merrill Lynch has Legal and Compliance Departments that are charged with remaining up to date on appropriate legal and regulatory matters in all markets. Maureen will work with her internal business partners to keep abreast of legislation, legal and compliance changes and will communicate any changes to the State. Additionally, Maureen and the client team will keep you posted on any changes related to the bank they may affect the State.

Educational training

As your Card Account Manager, Maureen Sudbay will share best practices from clients of similar size and scope with comparable card programs and provide case studies, industry research and market trends as to what other clients may be using as a best practice. Senior Client Manager Ed Bianchi has deep understanding of your industry, operational structure and business drivers and is ready to create a collaborative relationship and build a new banking foundation with you. His responsibility is to navigate the bank on your behalf.

We are committed to deliver the best solutions with lower costs. Additionally, Bank of America Merrill Lynch sponsors a client conference, which occurs approximately every 18 months. It promotes educational opportunities through the use of breakout sessions, roundtable discussions and general sessions that are designed to inform clients about new and ongoing developments in the commercial card industry.

A trademark of our conference is that many of these sessions are led by subject-matter experts that are often invited to the conference by clients themselves. In addition, the conference offers entry-level and advanced training sessions on our card-technology solutions. We also use the conference as an opportunity to update attendees on our latest product features/enhancements through the product showcase.

One of the most valuable components of the annual conference is the chance for your associates to network with card program administration professionals from other organizations. There are countless opportunities for clients to learn what peers are doing to address similar purchasing, travel and entertainment, and eProcurement issues, concerns, or needs. Following the conference, we find that many clients often use these new peer contacts to benchmark their current programs and seek new ideas that can add value to their current programs.

Supplements to the Works system

The Auditor's Office at the State can access to use the training resources, manuals and user guides available on the Works application at any time post implementation. Senior Card Account Manager, Maureen Sudbay along with account specialist from the Client Level Team can provide the help you with any questions.

4.20 Goal/Objective 20 Emergency Purchasing Cards

The State of West Virginia currently has an Emergency Purchasing Card Program for federal or state declared emergencies. Please describe the process for the performance of this type of activity on a 24 hour/7 day per week basis.

Vendor Response:

The State's program administrators can request cards by logging into the Works system or calling our 24/7 Customer Service Call Center. Replacement cards are sent via priority mail in one to two business days for domestic shipment and within 72 hours for international shipment.

In emergency circumstances, we can provide the new account number the same day, for use the following business day, until you receive the new card. Furthermore, if the cardholder is in an emergency situation and needs help and/or emergency funds, assistance is available by calling our service center.

The bank offers one of the most competitive value-added benefit packages in the industry. Our "never leave a traveler stranded" policy is valued the most by cardholders. Those who have benefitted from this policy appreciate the fact that we have resources in place 24/7 so cardholders receive the assistance they need. Our service stands out, compared to our competitors, as outside organizations have taken notice of the quality care we offer. From balance inquiries to transaction disputes to lost card replacement, we are ready to assist your cardholders with telephone support. As such:

- Client level support is available for program administrators
- Cardholder customer service teams are available for cardholder support
- Lost and stolen support/emergency support is available 24/7
- Interactive Voice Recognition (IVR) support is available 24/7 in multiple languages

4.21 Goal/Objective 21 Disaster Recovery Plan

Vendor should describe their disaster recovery plan in detail and indicate the length of time required to restore full service assuming that the vendor's primary operation site is unavailable due to either man-made or natural disaster.

Vendor Response:

The Works *Disaster Recovery Plan* (DRP) is maintained in accordance with Bank of America Merrill Lynch guidelines. The DRP itself is kept offsite, for safekeeping, along with the backup tapes needed for restoration.

One hour to full recovery capability

While our internal service level standards specify 24-48 hours for disaster recovery, Works' annual tests indicate that it takes approximately one hour from the start of the disaster recovery process to bring the disaster recovery site to full recovery capability.

Alternate centers

In the event of a disaster to the production data center, the disaster recovery site in a different geographic location will be used. A backup electrical power system for the primary data center, and the disaster recovery data center in a different geographic location, includes an uninterruptible power supply module, batteries and a turbo-charged diesel generator. We have installed environmental controls to protect both data centers.

4.22 Goal/Objective 22 Liability

The State shall be liable for all valid transactions not exceeding the single purchasing card transaction limit which are initiated within the control restrictions in effect at the time of the transaction. The State shall not accept liability for unauthorized use of purchasing cards, fraudulent use, or lost or stolen cards that are reported in accordance with the successful vendor's policies. The vendor should describe how it handles unauthorized/fraudulent use or lost/stolen cards procedures.

Vendor Response:

The State is not liable for transactions resulting from unauthorized use (fraud) of a lost or stolen cardholder account. We simply ask that the State notify us as soon as you are made aware of the fraudulent charges and sign an affidavit stating that the charges are fraudulent. The bank's award-winning fraud detection team evaluates the current fraud landscape and evolves monitoring strategies to continuously pursue fraudsters.

Unauthorized charges by the cardholder are classified as employee misuse. The Liability Waiver program protects the State against card misuse up to \$100,000. This is automatically provided with our card programs at no cost. It is important to note that as part of the liability program, the State must terminate the employee before a claim can be submitted. There are other qualifications for this insurance protection, which we will facilitate on your behalf if this exception transpires.

4.23 Goal/Objective 23 Card Brand

The State strongly desires to select the card brand once the award has been made to the financial Institution: however, if the card brand would change the vendor's proposal, the vendor must submit a separate proposal for each card brand.

Vendor Response:

We are a dual issuer of Visa and MasterCard brand; therefore, we have the flexibility to design a solution that best meets the State's needs. Any merchant that accepts Visa or MasterCard will accept Bank of America Merrill Lynch cards.

The bank provides the same level of service and program management regardless of the card brand chosen by the State and therefore our agenda is not dictated by brand.

4.24 Goal/Objective 24 Additional Items

The vendor should describe available options or methods for the following areas of interest to the State:

- a) Services available to aid participating agencies with conversion from their current operation to the vendor's proposed system**
- b) Electronic notifications, i.e. mobile, email, online**
- c) International card usage**
- d) Ongoing Support**

Vendor Response:

Upon contract award, Senior Card Account Manager Maureen Sudbay, will work with you to understand the current card and payment processing structure for those participating agencies and will suggest a complete conversion plan to our system.

As discussed earlier in our response, the State can rest assured that we will provide the resources needed to implement a successful card conversion.

Notification

Cardholders and the State can receive real time account activity notifications with phone call, email or text message alerts through our Global Card Access website. A simplified, secure and single point of entry giving your users easy access to self-service tools such as Online PIN Check and Alerts registrations, all at no cost to the State. The following alerts are available to cardholders:

- **Suspicious activity:** Proactive notification of activity outside your normal purchasing pattern.
- **Transaction activity:** Includes cash withdrawals, declined transactions, transaction exceeding specified dollar amounts and transactions made via the phone or mail.
- **Account activity:** Includes a request for a new card, personal information updated, payment due and payment received.

Alerts can be texted to a mobile device or sent via email, and available in and outside of the United States. A phone call can be placed for suspicious activity notifications only. Up to three contacts can be notified for each alert type, to ensure you can be reached

Company-level or program administrator alerts can include:

- **Credit and account balance:** Can include amount of credit available, percentage of credit available and specific balance amount information.
- **Payments:** Includes payment amount, missed payment and that a payment is due in a specified amount of days.

These alerts will help the State and your cardholders keep tabs on your card accounts and prevent fraudulent transactions.

International card usage

Our cards are accepted in more than 200 countries, at more than 43 million locations worldwide and can be used to access cash at nearly two million ATMs and cash advance locations.

Currency conversion is performed automatically at the time of transaction posting. If you make transactions in a foreign currency, the charge or credit will be converted into your local currency amount. The conversion rate on the processing date may differ from the rate on the date of your transaction. The exchange rate used will either be:

- A rate selected by the Association from a range of rates available in wholesale currency markets for the applicable central processing date, which may differ from the rate the card association receives.
- The government-mandated rate in effect for the central processing date.
- A foreign transaction fee is added to any transaction that is made in foreign currency or that is made outside your home currency country (the International Transaction Fee).
- Additionally, some governments require a special tax to be added to foreign transactions. This tax is applied to all issuers operating in the country and will be disclosed in the specific country.

Bank of America Merrill Lynch offers a robust global card program in Canada, Europe, Middle East, Asia, Australia and Latin America, subject to certain spend and credit requirements. We also feature a USD-cross border card option, allowing U.S. based clients to issue cards to employees based in various regions. These cards are typically utilized when an organization has a small card requirement in a particular country or region.

Ongoing support

The State will be served by a designated client team that understands the unique characteristics of your industry. We have a long-standing relationship with numerous State and public sector clients. No one else can match our local government experience and focused-segment knowledge. Senior Client Manager Ed Bianchi, Senior Card Account Manager Maureen Sudbay along with the rest of our servicing teams will work with you to offer the best solutions and provide ongoing strategic advice and extensive support. The team prides itself on availability and visibility. An overview of our servicing teams is provided below.



Client Level Support – Account specialists will handle all card inquiries for your program administrator. This includes research, card maintenance and setup, and reporting needs. We have a quality management team to handle all complex issue resolution. This team is available Monday through Friday from 8 a.m. to 5 p.m. Eastern.



Technical Help Desk – The Technical Help Desk is the primary point of contact for any questions or issues regarding the card online management system, reporting issues, and ad hoc report requests. The Technical Help Desk is entirely dedicated to our Travel and Purchasing Card programs. It is staffed by professionals who have been specially trained to walk your program administrator and cardholders through any technical difficulties and are available Monday through Friday from 7 a.m. to 9 p.m. Eastern.



Customer Service Call Center – Program administrators and cardholders may call our dedicated commercial card customer service call centers regarding various queries, which may include cardholder complaints, receipt of payment, disputes and lost or stolen cards. The center is entirely dedicated to our Travel and Purchasing Card programs and available 24/7/365.

Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 4, Subsection 5:

5.1 Mandatory Requirement 1 Card Issuance

Card Issuance requires the approval of the State Auditor's Office, The successful vendor will incur all costs associated with card issuance.

Vendor Response:

We comply with your requirement above.

The State Auditor's Office can approve all card issuance requests through our secure online card management tool, Works. We do not limit the number of approvals required with the Online Account Request process; that is dictated by the State's policy. All manager approvals are managed via email until the program administrator receives the necessary approval, at which time he or she can go online to process the application.

5.2 Mandatory Requirement 2 Card Format/Design

It is mandatory that the vendor provide customized card designs created specifically and exclusively for the State of West Virginia Purchasing Card Program. Examples include but are not limited to:

- a) **The name of the 'STATE OF WEST VIRGINIA' on the face of the card, the State's official seal, or any other distinct feature approved by the Auditor's Office**
- b) **The phrase 'FOR OFFICIAL USE ONLY' on the face**
- c) **The phrase 'TAX EXEMPT' and each agency's unique tax exempt number embossed or otherwise placed on the face of the card**
- d) **The successful vendor's toll-free telephone number for reporting a card lost or stolen printed on the back of the card**
- e) **Custom background on the face of the card**

Vendor Response:

We comply with your requirements above. The State's logo can be printed on the front of each card. Cards include two lines of up to 21 characters for cardholder name, company or department name. National and international toll-free customer service telephone numbers are printed on the back of each card.

Bank of America Merrill Lynch is able to print your Tax Exemption Status and number on the front of your cards to make suppliers aware of your tax exemption status.

There is no charge for a corporate logo. However, if you desire additional colors or graphics, custom design services are available for an additional fee. Additionally, the statements "No ATM Access" or "This card is not valid at any ATM machine" can be placed on the back of the card; however, an additional fee may apply.

5.3 Mandatory Requirement 3 Card Controls and Restrictions

It is mandatory that the Auditor's Office and other participating agencies have the ability to place account controls and restrictions on any card under the purchasing card program at various hierarchy levels. The vendor is to describe the controls and restrictions they have available. Such controls and restrictions shall include the following:

- a) The ability to use or restrict card access for cash or cash-like products
- b) MCC group templates
- c) Vendor blocking
- d) Single per transaction dollar limits
- e) Number of purchasing card authorizations per day
- f) Number of purchasing card authorizations per billing cycle/month
- g) Temporary card maintenance based on date parameters
- h) Dollar limits per day
- i) Dollar limits per billing cycle/month
- j) Dollar limits per cardholder

Vendor Response:

We comply with your requirements above.

As discussed earlier in our response, Works encompasses the most advanced control technology available in the marketplace. It features a patented technology called Active Card Control that allows the State to manage your card program with optimum control tailored to your unique needs. Your organizational hierarchy is mapped in the application so controls can be set as desired by each group.

All our purchasing card products have preset limits set by the organization. The State has the ability to set spend controls at multiple levels within your card program before the purchase is made, program administrators can change, in real time, various authorization controls daily, weekly and monthly as follows:

- **Company spend limits:** Overall credit limit for the State's card program. This limit is determined by you, in conjunction with the issuer's credit department.
- **Cardholder spend limits:** Controls assigned to a card account to limit how a cardholder may use the card to make purchases. Cardholder spend control options that can be applied to an account include:
 - **Monthly spend limit:** Maximum amount available on a cardholder's account for each month
 - **Single-purchase spend limit:** Maximum amount allowed for each individual purchase made on an account daily, weekly and monthly
 - **Daily spend limit:** Maximum amount available on a cardholder's account for each day
 - **Number of monthly transactions:** Maximum number of transactions a cardholder can place on the account for each month
 - **Number of daily transactions:** Maximum number of transactions a cardholder can place on the account each day
 - **Location spending limits:** The same limits mentioned above can be used to restrict an entire location.

- **Merchant Category Code/Standard Industry Classification (MCC/SIC) spending limits:** A spend control based on the vendor-assigned merchant or industry classification code, used to limit where a cardholder may use the card to make purchases.
- **Cash advance:** Cash advance blocking or restriction

5.4 Mandatory Requirement 4 Fraud Detection

A robust and effective fraud detection system is mandatory for the purchasing card program. The State desires to have a vendor with a system that will alert the State of any possible fraudulent transactions and desires a process to alert agency level card management personnel and to investigate suspect transactions for fraud and misuse. Vendor should provide a description of how their proposed fraud system operates.

Vendor Response:

We comply with your requirement above.

The protection of client data is a top priority at Bank of America Merrill Lynch. Policies and procedures around information security have been established and all privacy laws and rights are followed throughout each level of the organization. Additionally, our Fraud Prevention Unit has been established to address any potential breach of information security in an expeditious fashion. Every system housing client data has the highest level of security in order to protect client information. All web-based applications use transport layer security encryption and password protection to protect access from those unauthorized. The bank audits and conducts independent reviews to test the various security provisions.



You benefit from the following security measures, which we put in place to protect the confidentiality of transaction information.

Online security

- Online security provides a secured communications link between the cardholder, Program Administrator and Bank of America Merrill Lynch.
- Secured communication allows for transmission of account setup and maintenance requests, as well as submission of transaction disputes and other online forms, all while protecting confidential client data.
- Our online reporting and account maintenance application uses HTTPS secure protocol, digital certificates and Transport Layer Security protocol for encryption and authentication, and is physically hosted in a certified facility.
- Each user or cardholder is required to have unique user identification and a user-selected password.

Physical security

- We use buildings with robust security features to house client transaction information and program software.
- Independent auditors and security specialists test the physical security of these buildings throughout the year.
- Any vendors we contract with also are required to be independently audited on an annual basis.
- Details of the actual locations and/or security measures in place are confidential and cannot be disclosed.

Chip & PIN

We issue Chip & PIN cards in the United States and Canada, Europe and in key Asia Pacific markets. Please note that all cards, including Chip & PIN cards, have a magnetic stripe on the back to allow use at merchants worldwide. Chip & PIN cards help reduce counterfeit, as well as lost and stolen card fraud by making your accounts more secure.



Fraud prevention team

The Fraud Prevention team proactively monitors cardholder activity for suspicious transactions based on various characteristics, such as MCCs, 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. If activity is inconsistent with typical usage, we may contact the cardholder, Program Administrator or an account specialist. We may also temporarily block the account for positive verification. We have instituted a number of procedures to help decrease exposure to fraud:

- **Card activation:** Our card activation process requires that, prior to the first use of a new card, the cardholder or program administrator must call the Customer Call Center to activate the card. A four-digit activation code is assigned to the card, and verification is required through the Voice Response Unit or by speaking directly to an associate.
- **Card expiration date:** At the time of transaction authorization, we compare the expiration date with the expiration date in our system to verify validity of the card.
- **Card verification value:** Embedded in the magnetic stripe of each card is a value that must be present in order for the card to be recognized. This value is utilized in certain states where potential for fraud is high. If this value is missing, the transaction will be declined or referred. Please note that if the merchant keys in the transaction rather than swiping the plastic, the verification value cannot be checked. When the value cannot be verified, many merchants will call for an authorization.
- **Physical card features:** To reduce the possibility of complete card reproduction, the bank embosses certain card control characters as well as a hologram on its cards.

Fraud alerts

Our Global Card Access is a secure website developed for cardholders and program administrators as a single point of entry to self-service tools such as Online PIN Check and Mobile Alerts registration. Alerts can help our cardholders and Program Administrators monitor certain activities on their credit card accounts. The service is offered at no cost to the State. Alerts can be configured to notify you of important events such as:



- Text of suspicious activity occurs outside of a cardholder's normal spending patterns
- Text alerts of a new card request or changes to your personal information within cardholder profile
- Text alerts can be sent your mobile device or email. A phone call can be placed for suspicious activity notifications only.

5.5 Mandatory Requirement 5 Cardholder Information

The successful vendor shall not sell or distribute a list of participating agencies/institutions addresses, cardholder names and addresses, or any other information to any person, firm, or other entity for any purpose. Additionally, the vendor shall not contact individual cardholders for any purpose not directly related to the use of the state purchasing card. Please confirm compliance.

Vendor Response:

We comply with your requirements above.

You can rest assured that cardholder information will remain confidential based upon the Bank of America Merrill Lynch Privacy Policy, which explains that Bank of America Merrill Lynch:

- Does not sell customer information
- Meets or exceeds all legislative requirements for safeguarding information
- Supports customer choice when it comes to sharing among Bank of America Merrill Lynch affiliates certain information such as income, assets and home value that customers have provided to us on account applications
- Honors clients' preferences if they do not want to receive direct mail, telemarketing calls or email solicitations

We will do our utmost to keep cardholder information confidential. The protection of client data is a top priority at Bank of America Merrill Lynch. Policies and procedures around information security have been established and all relevant privacy laws and rights are followed throughout each level of the organization. For further information on Bank of America Merrill Lynch's privacy policy, please refer to our website:

<http://www.bankofamerica.com/privacy>.

5.6 Mandatory Requirement 6 Contact Information

The successful vendor must provide customer support to the State Auditor's Office, P-Card Division and agency Purchasing Card Coordinators as designated by the State Auditor's Office. Please address personnel assignments, hours of availability, methods of access to personnel and account information and response times.

- a) 24/7/365 Customer service call center and technical support available to program coordinators/administrators and cardholders
- b) Dedicated account representative(s) for the States normal business hours
- c) Emergency contacts

Vendor Response:

We comply with your requirements above. The State will be supported by servicing teams comprised of experienced individuals in the following roles:



Client Level Support – Account specialists will handle all card inquiries for your Program Administrator. This includes research, card maintenance and setup, and reporting needs. We have a quality management team to handle all complex issue resolution. The team is available Monday through Friday from 8 a.m. to 5 p.m. Eastern.



Technical Help Desk – The Technical Help Desk is the primary point of contact for any questions or issues regarding the card online management system, reporting issues, and ad hoc report requests. The Technical Help Desk is entirely dedicated to our Travel and Purchasing Card programs. It is staffed by professionals who have been specially trained to walk your Program Administrator and cardholders through any technical difficulties and are available Monday through Friday from 7 a.m. to 9 p.m. Eastern.



Customer Service Call Center – Program administrators and cardholders may call our dedicated commercial card customer service call centers regarding various queries, which may include cardholder complaints, receipt of payment, disputes and lost or stolen cards. The center is entirely dedicated to our Travel and Purchasing Card programs. Our center is open 24/7/365.

For international service, your cardholders will receive our collect numbers for toll-free assistance. Your cardholders will have the opportunity to access our dedicated service directors toll-free and directly, thereby bypassing the automated Voice Response Unit (VRU).

Leave no cardholder stranded

Our 24/7 customer service unit has a “leave no cardholder stranded” policy to ensure that cardholder authorization issues are addressed during non-business hours when your program administrator is not available. In the scenario described we would assist the cardholder with securing transportation, lodging and emergency cash as necessary.

Dedicated client team

As discussed throughout our response, the State will be assigned to Senior Card Manager Maureen Sudbay who is the primary contact for your card program. Additionally, the relationship will be supported by Senior Client Manager Ed Bianchi.

5.7 Mandatory Requirement 7 Lost/Stolen Cards and Account Closures

The State of West Virginia is not liable for unauthorized or fraudulent transactions posting to an account.

Vendor Response:

We understand your requirement above.

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 Merrill Lynch 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 Merrill Lynch in investigating facts and circumstances relating to the loss, theft or possible unauthorized use.

It should be noted that the State will be liable for unauthorized charges on virtual cards outside of a Virtual Payables program. These cardless accounts are not designated to an actual individual, but designated to a vehicle identification number, license number, department name or authorized representative. Due to the large number of authorization restrictions typically placed on these cardless account types, unauthorized transactions are infrequent. If fraud has occurred, we will make the necessary credits back to the cardholder.

Unauthorized charges by the cardholder are classified as employee misuse by the Associations. The Liability Waiver program protects the State against card misuse up to \$100,000. This is automatically provided at no cost. It is important to note that, as part of the liability program, the State must terminate the employee before a claim can be submitted. There are other qualifications for this insurance protection, which we will facilitate on your behalf if this exception transpires.

5.8 Mandatory Requirement 8 Data Transmission and Connectivity

- a) **The successful vendor must provide a secure data transmission of its account and transaction activity at least once per bank processing day, to multiple points as designated by the State Auditor's Office.**
- b) **The State must receive all data fields available in the transaction output from the card processor.**
- c) **The successful vendor must be able to re-transmit the data transmission file(s).**
- d) **The State requires vendor to provide all data associated to account transactions including but not limited to travel folio data.**

Vendor Response:

We can comply with your requirements above.

Your implementation project manager will work with you on collecting the data needed to configure your program and support the automation of your program. We will provide complete system configuration, build integration file and set up the necessary connectivity. We support several file formats including the VCF 4.0 file. We will work directly with the State to make sure all necessary account and transaction data fields are being passed in this file. We will pass enhanced data fields including travel folio data when captured.

We receive all transaction information that is captured by TSYS and posted to our system nightly. The file frequency includes daily, weekly and monthly. We can re-transmit data transmission files if needed. We will coordinate this effort with your technical point of contact.

Standard Transmission methods

Our card tools ensure safe access to your data through industry standard SSL protocols and 128-bit encryption. Each user has a unique ID and password, ensuring that only authorized employees can access information. Our Works website uses HTTPS secure protocol, digital certificates and 128-bit SSL protocols for encryption and authentication. The site is physically hosted in a certified facility. Transmission methods include:

- **HTTPS – Brower-secured file transfer with SSL encryption of the command channel provided on the website by the bank**
- **SSH/FTP (SFTP) – FTP with SSH2 encryption of the combined command and data channel, while the payload travels in clear text**
- **FTP/PGP – Payload is encrypted in transit and at rest: however, the command channel and data channel are not secure**
- **FTP with SSL (FTPS) – Secured Socket Layer (SSL) encryption is built into the protocol. Command channel is encrypted but data channel is not. The payload transfers in clear text.**
- **AS2 over HTTP or HTTPS – Sender and receiver are authenticated by using digital certificates. Note: SSL is implied by HTTPS.**
- **Connect: Direct with Secure+**
- **VPN (FTP or Connect: Direct) – Transmitting files over a secured, private network or “tunnel” using FTP or Connect: Direct protocols.**

5.9 Mandatory Requirement 9 Rebate Documentation

The State Auditor's Office requires the vendor to provide the backup documentation for the rebate earned at a minimum of the master account level. The vendor shall show any rebate withheld for not meeting payment due date requirements or applicable fees at the same level. The State assumes any applicable cash advance or foreign transaction fees will be charged and billed to the associated card account.

Vendor Response

We comply with your requirement above. Maureen Sudbay, your Card Account Manager will share the detailed rebate report with the State and/or Agency. Any applicable cash advance or foreign transaction fees will be charged and billed to the associated card's billing account.

Cash advances fee

Our standard fee for domestic and international cash advances is 2.5% of transaction amount (minimum \$5). By using one of our more than 16,300 ATMs conveniently located throughout the United States, or visiting one of our financial centers conveniently located nationwide, the cardholder can avoid additional usage fees charged by other financial institutions.

Bank of America Merrill Lynch has more ATMs than any other U.S. bank, so using our corporate cards at our ATMs may present significant savings in usage fees for you.

Foreign transaction fees

Currency conversion is performed automatically at the time of transaction posting and of fee of 2% of the transaction amount may apply. If you make transactions in a foreign currency, the charge or credit will be converted into your local currency amount. The conversion rate on the processing date may differ from the rate on the date of your transaction. The exchange rate used will either be:


- A rate selected by the Association from a range of rates available in wholesale currency markets for the applicable central processing date, which may differ from the rate the card association receives.
- The government-mandated rate in effect for the central processing date.
- A foreign transaction fee is added to any transaction that is made in foreign currency or that is made outside your home currency country (the International Transaction Fee).
- Additionally, some governments require a special tax to be added to foreign transactions. This tax is applied to all issuers operating in the country and will be disclosed in the specific country.

RFP Form

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the vendor to execute this bid or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in contractual relationship; and that, to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Bank of America, N.A.

(Company)



Edmund A. Bianchi, Senior Vice President

410.547.4272/ 804.264.3965

(Contact Phone/Fax Number)

April 11, 2017

(Date)

Designated Contact Form

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

Edmund A. Bianchi, Senior Vice President

(Printed Name and Title)

100 S Charles St. Baltimore, MD, 21201-2713

(Address)

410.547.4272 / 804.264.3965

(Phone Number) / (Fax Number)

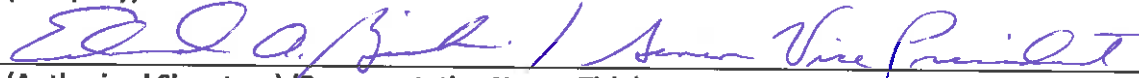
ed.bianchi@baml.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Bank of America, N.A.

(Company)



(Authorized Signature) (Representative Name, Title)

Edmund A. Bianchi, Senior Vice President

(Printed Name and Title of Authorized Representative)

April 11, 2017

(Date)

410.547.4272 / 804.264.3965

(Phone Number) / (Fax Number)

Vendor Preference Certificate

Certification and application is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to Construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 35% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average

at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women-and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

The requirements and provisions stated in this form does not apply to Bank of America Merrill Lynch

Bidder: Bank of America Merrill Lynch

Signed: 

Date: April 11, 2017

Title: Senior Vice President

Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Purchasing Affidavit Form

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5.3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Bank of America, N. A.

Authorized Signature: *[Signature]* Date: 4/7/2017

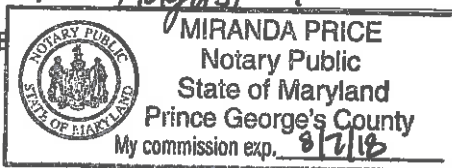
State of Maryland

County of Prince Georges, to-wit:

Taken, subscribed, and sworn to before me 7th day of April, 2017
this _____

My Commission expires August 7, 2018


AFFIX SEAL HERE



NOTARY PUBLIC

Miranda Price
Purchasing Affidavit (Revised 08/01/2015)

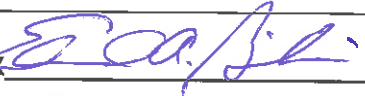
The State's RFP First Page

	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305.0130	State of West Virginia Request for Proposal 14 — Financial
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Proc Folder: 299821 Doc Description: PROVIDE PURCHASING CARD SERVICE Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2017-03-10	2017-04-04 13:30:00	CRFP 1200 AUD1700000001	1

BID RECEIVING LOCATION		
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US		

VENDOR
Vendor Name, Address and Telephone Number: Bank of America, N. A. 100 South Charles St. Baltimore, MD 21201

FOR INFORMATION CONTACT THE BUYER		
Tara Lyle (304) 558-2544 tara.l.lyle@wv.gov		
Signature 	94.1687665 FEIN #	DATE April 11, 2017

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Request for Proposal (CRFP)

The West Virginia Purchasing Division is soliciting proposals for the agency, the West Virginia State Auditor's Office, to provide purchasing card services, per the attached documentation.

Online bidding has been prohibited for this solicitation.

INVOICE TO		SHIP TO	
STATE AUDITOR'S OFFICE		STATE AUDITORS OFFICE	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
1900 KANAWHA BLVD E			
CHARLESTON	WV25305-0230	CHARLESTON	WV 25305-0230
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CREDIT CARD, CHARGE CARD SERVICES	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
84141602			

Extended Description:
CREDIT CARD, CHARGE CARD SERVICES

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical questions due by 4:00 pm	2017-03-21

Addendum Acknowledgement Form

Solicitation No: CRFP AUD 1700000001

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFP AUD 1700000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Bank of America, N. A.

Company



Authorized Signature

April 11, 2017

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing

Exceptions and Clarifications

Page 19, Sec. 18

Bank of America understands that the State must obtain annual appropriations. However, the State is obligated to provide payment under this contract for the services rendered by Bank of America, as well as, any legitimate trailing transactions.

Page 19, Sec. 19; Page 19, Sec. 20; Page 20, Sec. 28; Page 20, Sec. 31; Page 37, Sec. 37; Pages 36 and 56, Sec. 4.22; and, Pages 38 and 60, Sec. 5.7

For the protection of both parties, as well as, the State's cardholders and the general public, the bank respectfully requests that the bank's standard U.S. Corporate Card Agreement govern the subjects of Termination, Compliance with Law, Warranty, Privacy, Indemnification and "Lost/Stolen Cards; Fraud; Unauthorized Transactions. A copy of the bank's Corporate Card Agreement is contained in the Appendix of the Proposal Response.

Page 19, Sec. 20

Bank of America Merrill Lynch will exercise all due diligence to perform the services required under this RFP. However, given the nature of banking services, there are many contingencies outside of the control of the bank that make 'time of the essence' contractual requirements inappropriate. Would the State be willing to delete this section from the proposed contract?

Page 19, Sec. 21

Although in most instances the laws of the State of West Virginia govern the relationship, there are certain instances that federal law or the laws of the Card Network govern.

Page 19, Sec. 23

Bank of America Merrill Lynch agrees with the State's disallowance of arbitration provisions. However, the bank respectfully requests that the eventual agreement between the parties contain either or both of the following: a) non-binding mediation prior to a trial; and, b) that any trial be conducted before a judge without a jury.

Page 20, Sec. 27

Bank of America Merrill Lynch does not anticipate assigning, transferring or conveying any rights, obligations or interest under this contract. However, both statutorily, as well as, for the good of our banking clients, it has become sound and standard banking practice to allow some assignment of banking agreements. As a federally chartered national banking association, any successor institution must by law assume our rights and responsibilities. This is not dependent upon a client's agreement. Further, while the bank would certainly discuss with the State any potential assignment of the contract to an affiliate – and would stipulate that any affiliate to which the contract is assigned would conform to the terms, conditions and requirements of the contract – would the State agree to the following amended language? "This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in a formal written amendment. Notwithstanding the latter language, assignment to a bank affiliate will not be unreasonably withheld."

Page 21, Sec. 33; Page 22, Sec. 38; and Page 90, "Purchasing Affidavit"

On the Information and belief (based on the criteria mentioned in the RFP, Bank of America, N.A. currently does not have an outstanding liability with the state of West Virginia of \$1,000 or more for sales/use purposes.

Page 23, Sec. 39

We do not envision extending this contract to other Governmental entities. In the event that we do agree at some point in the future we would discuss the options with the State under mutually agreeable parameters.

Page 23, Sec. 40

Bank of America, NA (the bank) is an indirect, wholly-owned subsidiary of Bank of America Corporation (the corporation), which is a large and diversified, publicly-traded institution. The Corporation and its subsidiaries including the bank, had approximately 211,000 full-time equivalent employees as of June 30, 2016, and is a global franchise, serving customers and clients around the world with operations in all 50 U.S. states, the District of Columbia, and more than 40 foreign countries. With the foregoing understanding, and in consideration of the confidential nature of our relationships with our many hundreds of thousands of clients, employees and shareholders, it is not reasonably feasible to perform such definitive due diligence spanning the full panoply of all of the bank's and its related entities' departments, employees, and principals to definitively determine if there are any such relationships which may currently pose a conflict of interest to our proposed relationship with you. Further, Bank of America states that because the bank has over ten thousand card clients, it is not practical or possible for the bank to supplement responses or provide notice to any specific client (except upon specific, subsequent written request.) However, it is the bank's intent that no other relationship, direct or indirect, can or would affect or impact its performance under any contract with you. We also note that all employees of the Corporation and its affiliates and subsidiaries including the bank, are subject to a written Code of Conduct which each employee is required to read and acknowledge in writing on an annual basis, that requires all employees to disclose and receive appropriate approvals for any outside activities and relationships that may pose a conflict of interest to the corporation or its affiliates and subsidiaries, and its business activities; no conflicts have been identified as a result of such disclosures.

Page 23, Sec. 42

Due to Bank of America Merrill Lynch size and organizational structure, it may not be possible to determine which employees will work on this contract. However, we can provide the names of the client team members engaged on this contract. In accordance with our job application and applicant acknowledgment form, employment with the bank in the United States is contingent upon a satisfactory background check, including criminal background check. The purpose of the US-based background check program is to reduce the risk of hiring individual who could jeopardize the safety and security of our customers, shareholders and employees. In accordance with the bank's criminal background check process, applicants offered employment are generally fingerprinted and the prints are sent to the FBI to identify any criminal convictions. As a financial institution, Bank of America Merrill Lynch is regulated by the Federal Deposit Insurance Act (FDIC); and, therefore, must remain in compliance with the guidelines set forth in Section 19 of the Federal Deposit Insurance Act. In accordance with Section 19, the bank does not hire any applicants with convictions for FDIC regulated offenses (which includes convictions for certain criminal offenses involving dishonesty and breach of trust). In addition, the bank does not employ individuals with convictions for felony crimes of violence, sexual assault, felony convictions, any crimes against children, kidnapping and the illegal manufacture, sale, distribution of or trafficking in controlled substances, among other crimes.

We generally do not disclose the results of background checks to third parties, but if the State has specific concerns about the suitability of a Bank associate to work on the contract, it should direct those concerns Ed Bianchi, senior client manager/market leader who will promptly investigate the issue.

Page 29, Sec. 3 (d)

Financial information

Please see the link below for the bank's Annual Reports for the past three years.

<http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual#fbid=8Ymdgn8l4dg>

Potential liabilities and claims

Bank of America Merrill Lynch is a large and diversified institution and is routinely involved in litigation in various state and federal courts. The bank makes all disclosures required by its regulators, including all required disclosures in our Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K (the Reports), all of which are filed with the Securities and Exchange Commission. Those Reports include disclosures of investigations and other matters as required by federal law and are publicly available. The bank cannot confirm or deny the existence of any other, non-public investigation conducted by any government investigator unless required to do so by law. These Reports can be provided upon request or can be accessed at the following website:

<http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-irhome#fbid=oUBm5AMXSbe>

Page 17, Sec 8 Insurance

Bank of America Merrill Lynch reserves the right to obtain all insurance required under this contract through a program of self-insurance.

Bank of America Merrill Lynch will endeavor to provide thirty (30) days written notice upon termination or modification of coverage. Failure to provide notice of cancellation of coverage shall impose no obligation or liability of any kind upon Bank of America Merrill Lynch, its agents or representatives. We cannot guarantee the requested insurance is maintained throughout the life of the contract, but intends to continue to purchase as long as it is commercially available and economically attractive. Any insurance required of Bank of America Merrill Lynch should be determined at contract execution.

The bank maintains Commercial General Liability coverage (including Bodily Injury & Property Damage, Personal & Advertising Injury, Products & Completed Operations, and Contractual Liability) with limits of \$2,000,000 per occurrence/\$2,000,000 aggregate. The bank maintains Automobile Liability insurance with a limit of \$2,000,000 per accident.

The bank maintains Professional Liability (Errors & Omissions) insurance on a claims-made basis providing coverage for loss or damage due to an act, error, omission, or negligence of Bank of America Merrill Lynch employees with a primary limit of \$15,000,000.

The bank maintains a Financial Institution (Fidelity) Bond which protects Bank of America Merrill Lynch and its subsidiaries against financial loss arising from fraudulent and dishonest acts of employees, servicing contractors and certain others as well as loss from a variety of other crimes including theft and fraud with a primary limit of \$15,000,000. Bank of America Merrill Lynch maintains a Network Security (Cyber Risk Policy) with a primary limit of \$15,000,000 for loss or damage arising out of computer error liability.

Builders Risk is not applicable. Bank of America Merrill Lynch maintains Workers' Compensation coverage in compliance with all statutory requirements. We provided the certificates of insurance in the Appendix.

Disclosures

Please note that the quoted terms, conditions, and pricing are valid for 90 days from the proposal due date, unless expressly reaffirmed in writing.

Some services offered to State of West Virginia within this proposal response are subject to the initial and subsequent satisfactory review of the financial statements of the State of West Virginia, approval by Bank of America, N.A. and satisfactory completion of any necessary bank documentation.

Bank of America continually evaluates, adapts and modifies our financial center retail network, operations centers and platforms to fit the evolving needs of our customers and our business. Therefore, the financial center, vault and/or processing center hours of operation, locations and platforms, while current as of this proposal, are subject to change in the future. Any changes will be communicated in a timely and comprehensive manner.

Bank of America, N.A. offers a wide array of services to its clients. Each service has many features and options. In the course of providing these services we may employ agents, employees or subcontractors (vendors) to service all of our clients utilizing a service in general rather than to service a particular client. In general, we will disclose in a proposal response any agents, employees or subcontractors (vendors) retained by us exclusively for, and which are dedicated solely to, the provision of services to a specific client and/or contract.

© 2017 Bank of America Corporation.

“Bank of America Merrill Lynch” is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., member FDIC. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation (“Investment Banking Affiliates”), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and members of [SIPC](#), and, in other jurisdictions, by locally registered entities. Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured * May Lose Value * Are Not Bank Guaranteed

Appendix

1. Bank of America Corporate Card Agreement
2. Bank of America Certificates of Insurance
 - a. GL, Auto and Work Compensation Certificate
 - b. Primary Bond, Cyber and E&O Certificate
3. Bank of America Commitment to Supplier Diversity

Bank of America Corporate Card Service Agreement

This Bank of America Corporate Card Service Agreement (the "Agreement") is made by and between Bank of America, N.A., a Bank of America company, ("Bank of America"), and <INSERT FULL LEGAL NAME> ("Company") and shall be effective as of _____ ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to Company.

With our Corporate Card Services you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program, travel and entertainment card program, accounts payable card program or fleet card program, and the ancillary services set out in Section 18 of this Agreement (each a "Service", collectively, the "Services"). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

1. DEFINITIONS

AML/Sanctions Laws. All applicable laws relating to client identification, the prevention of money-laundering, terrorism, the use of proceeds of crime, economic or political sanctions, including Sanctions, and any other similar matter.

Applications. Proprietary Software and/or Materials accessed through our digital platforms or through any of our third party vendor sites; and any related services used to provide the Services, including (i) the Global Reporting Management System ("GRAM") hosted by MasterCard, (ii) a pin platform run by us, (iii) a payment center for US cardholders run by Total Systems, (iv) the Works System, and (v) any other third party vendor we may use from time to time.

Billing Statement. The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Each day on which we are open for business related to the Services.

Card. Each plastic charge card which we issue for your Card Account using a Service.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.

Card Administrator. One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Cardholder. Your employee or any other person who you designate in writing and who we approve to receive a Card. If you or a Cardholder makes a Card Account number, Convenience Check, or a number associated with a Cardless Account available to another party, that person will also be considered a Cardholder.

Cardless Account. An Account for which we assign only an account number, but no Card is issued.

Cash Advance. Use of a Card Account to obtain cash from a participating financial institution, merchant or Automated Teller Machine, to write a Convenience Check or to obtain items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers.

Confidential Information. All information concerning or relating to a party or any of its affiliates, employees, agents or representatives, including:

- i. a party's business practices and strategies or information concerning business practices or strategies, including any documents prepared by a party or any of its employees, agents or representatives (including lawyers, accountants and financial advisors); and
- ii. any other information which is manifestly confidential by virtue of its nature or description or which a party expressly designates as being confidential.

Convenience Check. A check which we may provide to you, upon your request, to draw on a Card Account.

Data Protection Laws. Collectively, all U.S. national and state laws or regulations, the EC Data Protection Directive (Directive 95/46/EC), the United Kingdom Data Protection Act 1998, and all other applicable laws regarding the collection, use, storage, transfer and processing of data relating to individuals (or, where applicable, legal persons). The term Data Protection Laws includes any laws, regulations or decrees promulgated by a financial regulator governing the use and/or disclosure of customer data, including bank secrecy obligations.

Data Protection Authority. The competent authority for regulating the processing of Personal Data in a relevant jurisdiction.

De-identification or De-identified. Removing, obscuring, masking, or obfuscating enough Personal Data from a record to ensure that the remaining information does not directly or indirectly identify an individual.

E-Commerce Laws. All applicable laws for or on the regulation of commerce and business via electronic means.

Extended Workforce. Any of our subcontractors or vendors with access to Personal Data.

Financial Services Industry Best Practices. The standards, policies and practices generally used in the commercial card issuing business by banks of comparable size and scope to us, including appropriate mitigating controls.

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

Guarantor. A person or entity, other than you or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

Information Processing System(s). The individual and collective electronic, mechanical, and software components of our and our Extended Workforce's operations that store, access, process or protect data related to the Services.

Information Security Event. Any situation where there is an actual or strong likelihood of the unauthorized acquisition or unauthorized use or disclosure of Personal Data such that (i) there is a reasonable likelihood of material harm to a Cardholder or (ii) there is a reasonable likelihood of identity theft or fraud against an individual as determined by us, using Financial Services Industry Best Practices assessment criteria.

Information Security Policy. Our information security policy, which may be amended from time to time by us in our discretion.

License. A non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services, in a manner intended for authorized use, and to the extent authorized by us.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you in connection with the Services.

Participant. A Subsidiary, affiliate or division of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

Payment Due Date. The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days.

PCI-DSS. The Payment Card Industry - Data Security Standard as amended from time to time and any successor standard adopted by the payment card industry establishing security standards for payment cards.

Personal Data. Means (i) any "non-public personal information" as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. and the rules and regulations issued thereunder; (ii) any "personal data" as defined in EU Directive 95/46/EC or any equivalent or similar concept of personal data or personal information under any applicable law; or (iii) any other information that can specifically identify an individual, such as name, address and social security number ("SSN"), together, in each case, with any other information that relates to an individual who has been so identified.

Program Data. Any Software, Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained.

Sanctions. Any sanctions administered or enforced by the United States Government (including the U.S. Department of the Treasury's Office of Foreign Assets Control), the United Nations Security Council ("UNSC"), the European Union ("EU"), Her Majesty's Treasury ("HMT"), or any other relevant sanctions authority.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Services.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Transaction. The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Convenience Check or Card account.

Unauthorized Use. Use of a Card Account, Card or Convenience Check by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account, Convenience Check or Card and (iii) whose use does not benefit you directly or indirectly. Any use of a Card Account, Convenience Check or Card after the Agreement has been terminated for any reason shall also be considered Unauthorized Use.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.

Website. Any internet website and/or online access channel for use in accessing the Services.

Workforce. Our employees with access to Personal Data.

2. OUR OBLIGATIONS

2.1 Card Accounts. We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. All Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Cardless Account. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

2.2 Qualifications. We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in performing the Services, however we will remain responsible for their performance under the Agreement.

2.3 Compliance with law. We will provide the Services in a manner which is materially compliant with all laws to which we may be subject (including all AML/Sanctions Laws). We represent and warrant to you on and as of each day on which we provide a Service to you that our performance of our obligations will not materially violate any law applicable to us or facilitate illegal Transactions in the United States.

2.4 OFAC. We will implement systemic protocols to decline attempted Transactions that would violate Sanctions, or that would result in a violation by any person (including any person participating in the Transaction, whether as advisor, investor or otherwise) of Sanctions. We will monitor activity on you and your Participant's Card Accounts for activity that may be expected to lend, contribute, or otherwise fund any activities of a business or person in countries subject to Sanctions and may review such activity with you as may be necessary.

2.5 External Fraud. We will assume the financial liability for all external fraud if you, a Participant or Cardholder has not authorized or participated in the specific Transaction. If there is internal fraud or collusion we offer misuse insurance to help you with recovery from card networks.

3. YOUR OBLIGATIONS

3.1 Use of accounts. You shall use each Card Account solely for your business purposes in accordance with the terms of the relevant Service.

3.2 Obligation to pay. You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

3.3 Status of Cardholders. You represent and warrant to us that each Cardholder is a current employee or agent of your company. If a Cardholder ceases to be your employee or agent, you must immediately inform us and destroy or return to us as soon as practicable the Card allocated to that Cardholder.

3.4 Your ability to perform your obligations. You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that, on the date of the Agreement and on each day that you use the Services or provide any information, all such information about your employees, agents and your company is true, accurate and complete.

3.5 Verification of details. You and each Cardholder will check to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

3.6 Change in Card Administrator. You must give us prompt written notice of any addition, change or elimination of a Card Administrator.

3.7 Security of your data. You are responsible for protecting and maintaining the security and confidentiality of your data and the data of your Cardholders (including any and all user IDs, passwords and card personal identification numbers (PINs) issued in connection with a Service), for ensuring that it is adequately backed-up and that no person makes such data available to any other person or for any unauthorized purpose. We are not responsible for your loss of your data or the data of your Cardholders that is not maintained on our or our vendors' systems.

3.8 Compliance with law. You must comply, and you must ensure that your Cardholders and all Transactions comply, with all laws to which you, that Cardholder or that Transaction may be subject, including all AML/Sanctions Laws. You must do all things and provide all information which we may request from you to allow us to comply with our obligations under any AML/Sanctions Laws, including (if necessary) providing us with any information required to establish and verify the identity and background of any Cardholder. You represent and warrant to us on and as of each day on which we provide a Service to you that your performance of your obligations will not violate any law or facilitate illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.

3.9 OFAC Covenant. You covenant that you will not use or permit any Cardholder to use, any Card, Cardless Account, Cash Advance or Convenience Check to transact, lend, contribute, or otherwise make available funds to any Subsidiary, joint venture partner or other individual or entity ("Person"), to fund any activities of or business with any Person, in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

3.10 Binding on Participants. If you are a Participant, you agree and acknowledge that the Company has executed the Agreement for and on behalf of you, and that by using the Services, you agree to be bound by all provisions of the Agreement, including this Agreement and authorize the Company to take any and all actions on your behalf in respect of the Agreement.

4. CREDIT LIMITS

4.1 Credit limit. For each Service, we will establish one total credit limit for all your Card Accounts issued to the Company and all Participants. The Company shall determine an individual credit limit for each Cardholder Account which is part of any of your Card Accounts issued to the Company and all Participants. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Company and all Participants. However, this will not increase the total credit limit. Upon your request and if approved by us, we may increase the total credit limit or any individual limit. We may decrease the total credit limit or any individual limit in our reasonable discretion.

4.2 Transactions exceeding the credit limit. You agree not to incur obligations which would cause the total credit limit for all your Card Accounts to be exceeded. We will make available online tools and standard reporting for you to monitor cardholder activity. If you do exceed the total credit limit for all of your Card Accounts, we may refuse any Transactions on all of your Card Accounts. We also may require the entire balance owing on your most recent Billing Statement to be immediately due and payable before we allow for further use of your Card Accounts. If an individual Card limit is exceeded and that individual Cardholder Account is individually billed, we may (i) refuse any Transactions as applicable on that Cardholder Account until a payment is made to reduce the balance below the individual Cardholder's credit limit or until you increase that Cardholder's credit limit; and/or (ii) charge you a fee as set out in the schedule of charges currently in effect for you.

5. TRANSACTIONS IN OTHER CURRENCIES

5.1 Currency conversion. If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate.

5.2 International Transaction Fee We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you.

6. DISPUTES WITH MERCHANTS AND SUPPLIERS

6.1 Disputes with merchants and suppliers. We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with, or for a merchant's or supplier's failure to deliver goods or services purchased using, a Card Account, Convenience Check or Card. If you have any questions, problems or disputes concerning the quality of any goods or services purchased using a Card Account, Convenience Check or Card, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, you must contact

the merchant or supplier directly. You may not rely on any claim or dispute concerning the purchase of goods or services using a Card Account, Convenience Check or Card as a reason to avoid your payment obligations under the Agreement.

Notwithstanding the foregoing, where we process any request for a Transaction refund through a card network on your behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, you agree that in a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

6.2 Authorization for Transactions. A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given. We may also refrain from authorizing a Transaction for any reason whatsoever in our reasonable discretion.

6.3 Forms of Consent. If a transaction is made using a Card or an account number, you need to consent to the transaction (whether by a Cardholder giving consent or otherwise) so that we can make sure that it is genuine. A transaction can be consented to by:

- i. using a Card with the relevant card PIN or a signature;
- ii. using the account number and other details requested;
- iii. presenting a Card to the supplier's terminal if the transaction is made using contactless technology; or
- iv. such other means as you and we may from time to time agree.

We may deem Transactions which have not been consented to in one of the above manners to be unauthorized and we may decline to process such Transactions. This is in addition to any other rights we have to decline Transactions.

7. CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

8. CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

We may, at your request, establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. You may provide the number associated with the Cardless Account to your Cardholders. You agree to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use.

9. STATEMENTS

9.1 Issue of statements. We will provide to the Card Administrator, or other person you designate in writing to us, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If you have requested a Card Account for travel and entertainment Transactions, we will provide, upon your request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which you or the Cardholder provides to us. You agree that we may provide Billing Statements or make Billing Statements available by electronic means, including by way of electronic mail or a Website.

9.2 Review of statements. Once you receive a Billing Statement, you must review it and notify us by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by you and us, of any Transaction appearing on that statement which you consider may have resulted from any Unauthorized Use. You must give us this notice as soon as practicable but in any event not later than 60 days after you receive the Billing Statement. If you opt to have individual statements sent to individual Cardholders, you must ensure that each relevant Cardholder complies with the provisions of this Section 9.2. Subject to the requirements of any applicable laws, if you do not (or if a relevant Cardholder does not) give us notice in accordance with this Section 9.2, we may not be liable to refund any amounts relating to that Transaction.

10. PAYMENT OF CARD ACCOUNTS; SET-OFF

10.1 Payment of statement amount. You will pay, or ensure that the relevant Cardholder pays on your behalf, to us the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the statement. If we do not receive payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account. For the avoidance of doubt, if individual billing applies, we will collect from you for any amount due which is not paid by a Cardholder.

10.2 Service fees. You will pay us for a Service according to the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time.

10.3 Electronic management information fees and charges. You will pay us for Software support in excess of that contemplated in the Section 16 (Application License) of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time in writing.

10.4 Account identification. If you or any Cardholder makes any payment to us in connection with a Card Account, you must, or ensure that they must, at the same time provide us with either the account number or the Card number. We shall not be liable for any delay in crediting any such payment or recording any Transaction, or for failing to do so, where this information is not provided to us in accordance with this Section 10.4.

10.5 Payment method. Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

10.6 Set-off. You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or subsidiaries. In connection with that grant, you authorize us to enter into an agreement with our affiliates authorizing, upon the occurrence and continuance of non-payment, the disposition of any such deposits to satisfy all liabilities incurred in connection with a Service, without your further consent. The grant of this security interest shall survive termination of a Service.

10.7 Transactions outside normal processing hours. If we receive any payment from you or a Cardholder in respect of any statement amount outside our normal processing hours to which that payment relates, that payment shall be deemed to have been received by us on the next Business Day. We will provide you with a list of our normal processing hours upon your request.

10.8 Credit balances not permitted on a Card Account. You are not permitted to have a credit balance on any Card Account. If any such credit balance arises (for example, by a refund), then in addition to our rights of set-off, we may retain the credit balance in or towards prepayment of any amount you owe us in the future under the Agreement, or if the amount of the credit balance is material we may, at our option, pay it to you using any method mutually agreed upon between you and us. You also may request that we refund such credit balances to you. We will not use the credit balance in any way which is not set out in Section 10.6 above and this Section 10.8.

11. LOST OR STOLEN CARDS; UNAUTHORIZED USE

11.1 Unauthorized Use. We may refrain from authorizing any Transaction:

- i. if we suspect that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
- ii. if we suspect that the Transaction constitutes or might constitute Unauthorized Use; or
- iii. if to authorize that Transaction would cause us to breach any law (including any AML/Sanctions Laws by which we must abide).

11.2 Failure to authorize. Subject to applicable law, we will not be liable to you if we or any other party fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, you may seek, and we will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

11.3 Reporting a loss, theft or unauthorized use; assisting with investigations. In the event of a possible loss or theft of a Card, Convenience Check or Card Account or possible Unauthorized Use, you will give us notice by telephone to the numbers set forth in the User Documentation. You agree to give us this notice as soon as practicable but in any event no later than the Business Day after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining an affidavit or similar written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, Convenience Check, or Card Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card.

12. LICENSE TO USE YOUR MARKS

Upon your request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card

association. You grant to us a non-exclusive license to use, during the term of the Service, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place your Company Marks on the cards or collateral materials, you must pay us in advance any agreed fees, and you agree that the indemnity under the "Protection from Third Parties" section of this Agreement covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

13. EXTENSION OF CORPORATE CARD SERVICE TO AFFILIATES

Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in a Service. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

14. GOVERNING LAW

The Services are governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Delaware, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account. WHEREAS, where this Agreement is governed by the laws of the State of Delaware, effective October 1, 2014, to the extent this Agreement and the Account, as well as the Bank's rights and duties regarding this Agreement and the Account, are not covered by the laws respecting national banking associations, this Agreement and the Account, as well as the Bank's rights and duties regarding this Agreement and the Account, will be governed by the laws of the State of North Carolina, without reference to that state's principles of conflicts of law, regardless of where Company resides or where a Cardholder uses the Account.

15. TERMINATION

15.1 Termination upon notice. You or we may terminate the Agreement or a Service upon 60 calendar days prior written notice to the other party.

15.2 Termination upon specific events. Notwithstanding the previous sentence, we may terminate the Agreement or a Service effective immediately, and we will send you notice of the termination if any of the following occurs with respect to you, a Participant or a Guarantor:

- You fail to pay as and when due (whether upon demand, at maturity or by acceleration) or you breach any of the terms and conditions in this Agreement or any other agreement with us or any of our affiliates or subsidiaries;
- You enter or are placed into liquidation, insolvency, administration, receivership, administrative receivership, bankruptcy, reorganization or any other similar procedure (other than in the context of a solvent re-structuring), or any step is taken to do so, or you cease to carry on all or a substantial part of your business or dispose of all or a substantial part of your assets;
- You fail generally to pay your debts as they become due;
- You initiate any composition with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement;
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the Guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the Guarantor unless we have agreed to the cancellation of such guaranty;
- You fail to pay or perform any other obligation, liability or indebtedness to any other party;
- There is the death (if an individual) or resignation or withdrawal of any partner or material owner (of a privately-held entity);
- You merge or consolidate with or into another entity, and you are not the surviving entity;
- We determine that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;
- You fail to timely deliver financial statements, including tax returns, other statements of condition or other information, as we shall request from time to time;
- There is an entry of a judgment against you which we deem to be of a material nature;
- You experience seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property;
- You fail to comply with any material law or regulation controlling your operation, including any AML/Sanctions Law;
- There is a change in your ownership, if you are a privately-held entity, in excess of 50%.

15.3 Consequences of termination. Upon any termination of a Service or the Agreement as a whole for any reason set forth in section 15.2: (i) the entire balance outstanding on all Card Accounts with respect to that Service or the Agreement shall, at our option, become immediately due and

payable; otherwise your payment will be due in accordance with the agreed upon payment cycle including any grace period; and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. You will continue to be responsible for paying all Transactions on all of your Card Accounts. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

15.4 Return/deletion of materials and software. If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- If applicable, erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

16. APPLICATIONS LICENSE

16.1 Application of this section. The terms of this Section govern the provision and use of the Applications. Your use of the Applications and any related services means you have read, acknowledge and agree to the terms and the conditions of this Section. We are entitled to grant you licenses (including to your affiliates and Subsidiaries) to access and use the Applications.

16.2 License. The license granted under this Section is a non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services in accordance with the terms of this Section, in a manner intended for authorized use, and to the extent authorized by us (the "License"). Software provided by a third party may be subject to separate license terms, including "click-wrap" terms that you will be required to agree to in order to utilize such services. The License shall terminate upon the occurrence of any one of the following events: (i) the Agreement is terminated for any reason; or (ii) this License is terminated pursuant to Section 15 below. Additionally, unless such use is promptly stopped after we have notified you of it, we reserve the right to revoke the License granted hereunder if you use the Applications and any related services in an illegal or unauthorized manner, including in contravention of these terms. We reserve the right to suspend your access to, and use of, the Applications upon prior written notice of a violation of any of these terms. In addition, we may suspend your access to, and/or use of, the Applications immediately without notice where such action may be required to prevent interference with or disruption to services to our other customers, to protect the integrity of our systems, or as may be required by law or regulation.

16.3 Disclaimers. THE APPLICATIONS, RELATED SERVICES, AND INFORMATION PROVIDED PURSUANT TO THE APPLICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE AND OUR THIRD PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.

16.4 Modifications. We may modify, withdraw or suspend the Applications or any part of it without notice at any time.

16.5 Protection of Software. The Software and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. All such intellectual property in the Software and the related services is protected by applicable copyright, patent, trademark or other intellectual property law. The entire content of the Software is subject to our and our third party providers' intellectual property rights, including copyright with all rights reserved. You acknowledge that the License does not convey or grant any intellectual property or other proprietary right to you, except for the limited license granted hereunder. You will follow our instructions concerning access to the Software through our third party vendor platforms. You will ensure that all Participants and Cardholders comply with instructions provided by us and are responsible for any and all acts and omissions of Participants and Cardholders. You further agree not to engage, and will ensure that your employees and agents do not engage, in unacceptable use of the Applications, including the following activities: (i) creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the Applications; (ii) using accounts, account numbers, or attempting to authorize transactions through accounts for which you do not have full authority to conduct such activities; (iii) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Applications or that contain anything that is obscene, defamatory, harassing, offensive, or malicious; (iv) disseminating or transmitting files, graphics, software, or other material that actually or potentially infringes the intellectual property right of any person or entity; or (v) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Applications hosted by us or our third party vendors and made accessible to you. We may rely on the instructions of any Authorized Users and we will have no liability following any such instruction. You are responsible for all actions taken by Authorized Users with regard to the Applications.

16.6 Accessibility - Your computer systems. Subject to the terms of this Section 14, we will make the Applications available over either the internet or through an intranet site to allow you to electronically and remotely access the Applications. You will provide at your own expense, all necessary telephone lines, internet connections, equipment, software (including a compatible web browser), and services for you to effectively access the Applications. Your access to the Applications will be controlled by a user name and password, as well as the authorization approved by your program administrator.

16.7 Infringement Protection. Notwithstanding Section 23 of this Agreement and except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based your use of the Applications and the Software including, our entitlement to allow your use of the Applications or your use of the Applications infringe any copyright, patent, trade secret or trademark of any third party in the countries where you are using the Applications, and we will pay all costs and damages finally awarded in any such action. Our

obligations under this protection are subject to (i) prompt notice from you of any such claim or action; (ii) your not having made any admission of liability or agreed to any settlement or compromise; (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request; (iv) our having sole control of defending such claim or action; (v) your having used the current version of the Applications, as provided to you by us, in compliance with this Agreement; (vi) your using the Applications only in the manner for which the applications were designed; (vii) your not modifying the Applications; (viii) your not incorporating the Applications with products not approved by us; and (ix) the claim or action is not due to your negligence or willful misconduct. You acknowledge and agree that our obligations under this infringement protection are our only obligations to you with respect to any infringement claim in connection with your use of the Applications.

16.8 Software updates. We may provide upgrades or new releases of Software which we make generally available to our other customers to whom we license the same Software, which will be deemed part of the Applications once we have delivered or made it accessible through our third party vendors to you.

16.9 Training. At your request, we will use commercially reasonable efforts to train persons to use the Software, but we will not bear any responsibility for such training. You will be deemed to have accepted the Software upon its installation, once it is made available to you, or on your use of the Software.

16.10 Software problems. You will inform us of all errors, difficulties or other problems with the Software of which you become aware. We will make all reasonable efforts to promptly fix or promptly provide workarounds for any material errors reported to us. We may request your reasonable cooperation in resolving any such errors, difficulties or other problems by providing us an overview of input, output and all other data we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

16.11 Termination of license. Your license to use the Applications will terminate automatically if you breach a term of this Section 14. If, for whatever reason, we cease to be entitled or permitted to license any Applications to you, the License shall immediately terminate. Where possible we shall provide you with reasonable prior notice of this. In addition, if you breach any of your confidentiality obligations with respect to the Applications, we may seek any and all remedies provided by law or equity.

16.12 Limitations. You acknowledge that the Applications have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to our provision to you or your use of any Software and/or Materials.

16.13 Export controls. You understand and acknowledge that any obligations that we may have to provide Program Data are subject in all respects to all applicable laws as may from time to time govern the export or diversion of certain products and technology to and from certain countries. You represent, warrant and agree that you will comply in all respects with the export and re-export restrictions applicable to Program Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of Program Data.

17. CHANGES TO A SERVICE

17.1 Requests for changes. You may request us at any time to change the processing instructions for a Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

17.2 Our right to make changes. If due to events outside of our control (including regulatory, card network or market conditions), we may change, add or delete any of the terms of the Agreement (including the schedule of charges currently in effect for you) and/or any terms, conditions and/or pricing applicable to a Service by providing 60 days' notice to you in writing or by electronic means. All such changes will be effective as of the date set forth in such notice. Your continued use of or failure to terminate the Service after the effective date of the change will indicate your agreement to the change. Any other changes shall be mutually agreed upon in writing between the parties.

17.3 Right to terminate. If you disagree with our proposed changes, you may terminate the Agreement in accordance with its terms by providing us with 30 days' advance written notice as set out in Section 17.1 at no additional cost.

If you serve notice on us under this Section 17.3 at least 30 days before our proposed changes are due to come into effect, then unless required by law our proposed changes will not take effect and the Agreement will continue unamended until it terminates pursuant to your notice.

If you serve notice on us under this Section 17.3 less than 30 days before our proposed changes are due to come into effect, then we are entitled (in our absolute discretion) to choose that:

- i. our proposed changes will not apply to the Agreement and the Agreement will terminate on the date on which those changes would otherwise have come into effect (as long as that date is no later than 30 days after the date of your notice); or
- ii. our proposed changes will not apply to the Agreement and the Agreement will terminate 30 days after the date of your notice; or
- iii. our proposed changes will apply to the Agreement with effect from the date on which they are due to come into effect and the Agreement will terminate 30 days after the date of your notice, but, if as a result of the changes you incur any additional fee,

charge, expense or other liability, we will promptly apply a corresponding credit to your account with us so as to put you in the same position in which you would have been had the proposed changes never taken effect.

8. ANCILLARY SERVICES

18.1 Adding services. Upon your request and our approval we may provide additional services to you and such participants as we may agree from time to time.

18.2 Receipts imaging service. You may elect to use our receipts imaging service whereby you send us copies of your transaction receipts, which we will electronically store for you (the "receipts imaging service"). It is your obligation to send us legible copies of your transaction receipts. You acknowledge and agree that we will not review the transaction receipts and that you are responsible for retaining the original receipts. Notwithstanding the limitation of liability section of this agreement, we will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide. Images will be made available to you by website at such times as may be set forth in the applicable user documentation or as otherwise established by us. There is no charge for this service.

18.3 File feeds to third parties. You may request us to send certain program data to your third party servicers. We will do so on the basis that you have reviewed and accepted our standard file layout and you agree that any file transfer shall only be in such standard file layout. You agree to indemnify, defend and hold us, our successors and permitted assigns, our affiliates and their respective directors, officers, agents and employees harmless from and against every claim, demand, proceeding or suit, and from every liability, loss, damage, cost, charge, expense (including any actions or expenditures required by law or regulations, reasonable attorney, auditor and other fees, and costs) whether or not material, liquidated, contingent or prospective in nature, arising out of, resulting from or related to our compliance with your data transfer request.

18.4 Fees/Costs. You acknowledge and agree that any changes to the services which you request and use pursuant to this Agreement may increase the fees which you are required to pay to us in accordance with the Payment of Card Accounts section of this Agreement.

19. ADDITIONAL COSTS AND TAXES

19.1 Relevant taxes. You and we agree that the issuance of any Card Account to you or any Card to a Cardholder or any other person pursuant to the Agreement shall be deemed exclusive of any applicable value added tax, any tax or duty that applies or is levied on the issue of any Card, or any similar tax, levy, duty or impost (a "Relevant Tax") and that, where any Relevant Tax is levied on the issue of any Card or Card Account (or on any other Service or product provided by us under or pursuant to the Agreement), we may issue an appropriate invoice for the Relevant Tax addressed to you, and you must promptly pay to us the amount specified in that invoice.

19.2 Other duties and taxes. Where any tax, levy, duty or impost of any kind is applied or levied on the issue or import of any Card into any territory (an "Import Tax"), you must promptly indemnify, keep us indemnified and hold us harmless in full against and for the amount of the Import Tax applied or levied. Where any tax, levy, duty or impost of any kind is applied or levied on the execution, delivery or performance of the Agreement (a "Contract Tax"), you must promptly indemnify and keep us indemnified and hold us harmless in full against and for the amount of the Contract Tax applied or levied.

19.3 Withholding tax. You may be required to make withholding tax payments or other deductions on account of tax from any amounts which you are required to pay to us under the Agreement (a "Withholding Deduction"). Where any individual Cardholder or any individual who holds a Cardless Account makes any payment to us under the Agreement, that person may also be required to make a Withholding Deduction. You must ensure that you (or the relevant Cardholder or other relevant individual) make all Withholding Deductions where required to do so. You must also inform all individual Cardholders and all persons holding a Cardless Account who use or may use a Service of the circumstances in which they must make a Withholding Deduction. You must indemnify us, keep us indemnified and hold us harmless against all losses, costs, expenses and damages which we incur or are reasonably likely to incur as a result of you, any individual Cardholder and/or any other relevant individual failing to make any Withholding Deduction when required.

19.4 Gross-up. If any sum payable to us under the Agreement is subject to any tax, impost, duty, levy, deduction, set-off, counterclaim, contribution or withholding of any nature whatsoever (wherever in the world imposed), including any and all related penalties, charges and interest (in each case a "Tax Deduction"), the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

20. COMMUNICATIONS; NOTICES

20.1 Giving notices. Any written notice or other written communication to be given under the terms of this Agreement will be addressed to the applicable address specified on the signature page, except as you or we specify otherwise in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials. If you are a Participant, you agree and acknowledge that any notice we provide to the Company shall be deemed to be given to you.

20.2 Monitoring of phone calls. You agree that we may electronically monitor and/or record any telephone or other electronic communications (whether by telephone, short message service (SMS) message, multimedia messaging service (MMS) message or any other form of telephonic text message, electronic mail or otherwise) with you in those countries which permit that practice. If our records about any such communication are different from yours, our records are presumed to be correct, but such presumption may be rebutted by you.

20.3 E-mail Communications. If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss. In addition, you agree that we may rely on the integrity of facsimile transmissions that you send us, and you agree to bear the risk that the information we receive differs from that sent to us, and that such reliance may result in a loss. In the event that an electronic transmission or facsimile transmission is unclear or if we become aware that it is not an authorized communication from you, we will not act on such transmission and will contact you to clarify any intended content of such transmission.

21. CONFIDENTIALITY

21.1 General. We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of the Agreement may be Confidential Information. You acknowledge that the Agreement, our pricing information, and the Materials shall be considered to be our Confidential Information. You also acknowledge our claim to proprietary rights in the Materials and our Confidential Information and that the Materials and our Confidential Information constitutes our "trade secrets" or trade secrets of our licensors or vendors.

21.2 Restrictions

In respect of a party's Confidential Information, the other party will:

- i. Safeguard the Confidential Information at all times;
- ii. Establish and maintain procedures to assure the confidentiality of the Confidential Information and any password or code;
- iii. Use the Confidential Information only for the purposes for which we provide them; and
- iv. Notify the other promptly by telephone, confirmed in writing, if any Confidential Information is lost or its confidentiality is compromised.

Neither party will, nor will allow anyone else to, do any of the following without the other party's prior consent:

- i. Disclose any Confidential Information of the other party to any person or entity, except to its employees and agents with a need to know the Confidential Information.
- ii. Make any copies, in whole or in part, of Confidential Information of the other party in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in this Agreement.
- iii. Translate, reverse engineer, disassemble or decompile any Software or security devices of the other party.

21.3 Use of the Materials. You have sole responsibility for the custody, control and use of all Materials. You must ensure that no individual will be allowed to initiate a request or other instruction contemplated in the Agreement or to have access to any Materials without proper supervision and strict security controls to ensure that the Materials are only used in accordance with this Agreement. If the Service requires use of user identification codes or passwords, we will be entitled to rely on the correct user identification codes and passwords, as described in the relevant User Documentation and shall not be responsible for any loss resulting from our correct use of such data.

21.4 Exceptions. This section does not limit either your or our ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which you or we are subject or submits, or (vii) as otherwise required to be disclosed by law or by legal or governmental process. In addition, either party may disclose to its offices, affiliates, officers, employees and agents (and those offices, affiliates, officers, employees and agents may disclose) such information as permitted under this Section or to otherwise carry out its duties or exercise its rights under the Agreement. This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

21.5 No Use of Name. Neither you nor we will use the other's name or refer to the other directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for use.

21.6 Damages insufficient remedy. You and we acknowledge that damages may not be an adequate remedy to protect the other party against breach of this Section 19 of the Agreement. You and we agree that the other party may seek injunctive or other equitable relief in respect of a breach of Section 19 of the Agreement.

21.7 Survival. The obligations enumerated in this Section 19 continue after the Service you are using and/or the Agreement is terminated.

22. INFORMATION SECURITY/DATA PROTECTION

22.1 Overall Data Security Regulations. As a financial institution, we are required to comply with the information security standards of, as applicable, the Gramm Leach Bliley Act and the regulations issued thereunder; the Fair and Accurate Credit Transactions Act and the regulations issued thereunder; the Federal Financial Institutions Examination Council (FFIEC) criteria; the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice; the US Securities and Exchange Commission; FINRA; the NASD; and other federal statutory, national and international legal and regulatory requirements. We are evaluated regularly for compliance with these obligations by various US and international regulators, including, the US Office of the Comptroller of the Currency, as applicable.

22.2 Security and Confidentiality. We maintain an Information Security Policy that:

- i. contains appropriate administrative, technical and physical safeguards designed to protect against Information Security Events;
- ii. conforms as required to the requirements of applicable Data Protection Laws; and
- iii. sets forth policies and procedures that are designed to be consistent with, to the extent applicable to the Services, PCI-DSS standards; the card networks rules and regulations; and Financial Services Industry Best Practices.

22.3 Data Protection. You hereby represent and warrant to us now and on each day on which we provide a Service to you that you are in compliance with all Data Protection Laws and where required under such Data Protection Laws you will maintain at all times during the term of the Agreement a valid registration or authorization with any applicable Data Protection Authority and obtain all necessary and valid consents and provide all necessary data protection notices in order for us to process the Personal Data for the purposes described in the Agreement, and to disclose the Personal Data to the types of recipients described in the Agreement, including if applicable where the recipients are located outside of the European Economic Area ("EEA").

We may process Personal Data for the following purposes:

- i. to provide and manage the Services;
- ii. to help monitor, assess and carry out statistical product and market analysis;
- iii. to perform system testing and training;
- iv. to manage our business;
- v. as part of any internal or external audit or compliance review that we or any of our affiliates may undertake;
- vi. for marketing purposes;
- vii. to help prevent crime, fraud and terrorism; and
- viii. to comply with card networks rules and all applicable laws and other legal and regulatory requirements.

We may disclose Personal Data to:

- i. our affiliates, agents, auditors and service providers;
- ii. card networks and credit reference and fraud prevention agencies;
- iii. to any other person if legally required, including to law enforcement agencies, authorities, regulators and courts; and
- iv. any other person to whom we may transfer or intend to transfer, assign or sell any of our rights or obligations under the Agreement.

Any disclosures of Personal Data that we make will be made in compliance with applicable Data Protection Laws.

Where we are deemed to be your data processor we agree to act on your instructions in relation to the processing of the Personal Data and shall during the term of the Agreement take appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing having regard to the state of technological developments and the cost of implementing those measures, so as to ensure a level of security appropriate to the harm that may result from breach of those measures and the nature of the Personal Data to be protected.

You acknowledge and agree that data processing related to a Service and your Card Accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide a Service.

22.4 Security Policy. Our Information Security Policy has been approved by our management and is published and communicated to our Workforce. We have procedures designed to ensure that our Extended Workforce are subject to similar policies and processes. We conduct periodic risk assessments to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality and integrity of electronic, paper and other records containing Personal Data. We require our Extended Workforce to have a similar risk assessment process. The remainder of this Section 20 sets out the key aspects of our Information Security Policy.

22.5 Organizational Security. All information is stored in the United States for programs in the United States and Canada. Such information may be accessed by our Workforce and any Extended Workforce from locations within or outside the United States. Our Information Security Policy applies to all such access. We include, as part of our agreements with any Extended Workforce that has access to Personal Data, provisions that are consistent with those set out in this Section 22.

22.6 Human Resources Security. We take reasonable steps to ensure that our Workforce is aware of our obligations in the provisions of the Services and Applicable Data Protection Laws, including that any unauthorized processing or disclosure of the Personal Data may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to Personal Data, the Workforce and any Extended Workforce receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of our Workforce with access to Information Processing System(s) or media containing Personal Data are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function.

22.7 Physical and Environmental Security. We protect all areas that contain Information Processing System(s) or media containing Personal Data by the use of security controls deemed appropriate by us.

22.8 Communications and Operations Management. We use detection, prevention, and recovery controls which are consistent with Financial Services Industry Best Practices to protect against malicious software and attacks, and train our Workforce on the prevention and detection of malicious software and attacks. We dispose of any paper, electronic or other record containing Personal Data using all reasonable steps to destroy (based on our determination of the sensitivity of the information) the Personal Data. To protect the confidentiality and integrity of Personal Data in transit, we use encryption tools that are consistent with Financial Services Industry Best Practices, to encrypt records and files containing Personal Data that we: (i) transmit or send wirelessly across public networks; (ii) store on our laptops; (iii) where technically practicable, store on allowed portable devices; and (iv) store on any device that we authorize to be transported outside of our physical or logical controls. We use appropriate measures to safeguard the security and confidentiality of all encryption keys associated with encrypted Personal Data.

22.9 Access Control. To protect Personal Data from the risks inherent in mobile computing and remote access, we perform a risk assessment which, at a minimum, is designed to identify and mitigate risks to Personal Data from mobile computing and remote access, maintain a policy and procedures for managing mobile computing and remote access, and use security controls that are consistent with Financial Services Industry Best Practices to manage authentication of mobile and remote users.

22.10 Information Systems Acquisition, Development and Maintenance. To protect Information Processing System(s) and system files containing Personal Data, we restrict access to source code to authorized users whom we have determined have a need to know such Personal Data in the performance of their duties.

To protect Information Processing System(s) and system files containing Personal Data, we:

- i. Use a change control process which is consistent with Financial Services Industry Best Practices to implement Information Processing System(s) changes; and
- ii. Use security controls which are consistent with Financial Services Industry Best Practices.

22.11 Information Security Event Management. We maintain an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, we will:

- i. Provide you prompt, but in no event later than (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by us as part of our standard incident response process that involves, or which we reasonably believe involves, the unauthorized access, use or disclosure of your Personal Data.
- ii. Such notice shall, to the extent we are legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by us, if known at that time. We will promptly take all corrective action deemed necessary or appropriate by us at no additional charge to you.

22.12 Business Continuity Management. In order to protect the confidentiality and availability of Personal Data, we maintain a business continuity management program that is consistent with Financial Services Industry Best Practices which we update and test at planned intervals and as required.

22.13 Security Assessments. We permit your representatives to perform one on-site or written assessment of the security controls used at our data processing and business facilities. Such assessments will be performed during regular business hours, at a date and time agreed to by both parties, and will not require access to Information Processing System(s). Such assessments will be subject to our security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

We scan internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server, application and database scanning tools) at a minimum once per month and perform mitigations that we deem appropriate to address issues identified.

We perform a comprehensive application penetration test and security evaluation of all websites used to store, access, or process Personal Data prior to use and at least annually thereafter.

22.14 De-identification of Personal Data Used in Non-Production Environments. We perform De-identification of all Personal Data prior to storing, accessing, or processing the information in environments other than in our production environments or those of our Extended Workforce, provided that we do not do so if:

- i. the security controls used in the environment are equivalent to the security controls used in the production environment.
- ii. De-identification would interfere with the resolution of a current production failure.

- iii. De-identification would interfere with an atypical, short-term, non-production activity (e.g., near-production final testing) where De-identification would distort the results of the activity.

23. LIMITATION OF LIABILITY

23.1 Indirect and other loss. We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Service. In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

23.2 Failure to authorize. You acknowledge that we shall have no obligation or liability to you or any Cardholder where:

- i. any third party fails to honor any payment or transaction requested in connection with a Card, Card Account or Convenience Check (if applicable); or
- ii. we refuse or fail to authorize the use of any Card, Card Account or Convenience Check (if applicable).

23.3 Acts and omissions. Neither party will be responsible for the acts or omissions of the other's officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information received). We will not be responsible for the acts or omissions of any other person or entity, including any clearing house association, card network or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier (except for our suppliers providing the Services under this Agreement), and no such person or entity will be deemed our agent.

23.4 Subsidiaries and other persons. If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to a Service.

23.5 Force majeure. Neither you nor we will be liable for and will be excused from any failure or delay in performing our respective obligations for a Service if such failure or delay is caused by circumstances beyond the control of the other party, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, or the act, omission, negligence or fault of the other.

23.6 Compliance with law. Neither party will be liable for any failure to act on its part if such party reasonably believed that its action would have violated any law, rule or regulation.

24. PROTECTION FROM THIRD PARTIES

You will indemnify us, keep us indemnified and hold us harmless from and against any and all liabilities, claims, costs, expenses and damages of any nature (including legal expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning a Service, including your negligence or willful misconduct. The obligations contained in the preceding sentence will continue after the Service you are using is terminated for claims that arise based on events occurring during the use of the Services. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

25. RESOLUTION OF DISPUTES

Any dispute or controversy concerning your use of a Service will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.

Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration or trial by a judge is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration or trial by a judge.

26. SEVERABILITY

If any provision of the Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

27. WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

28. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us on and as of each day on which we provide a Service to you that:

- (i) you are a body corporate acting within the scope of your ordinary course of business and you are not a "consumer" for the purposes of any consumer credit legislation, or regulatory guidance or codes of conduct applicable to customers (and, if you believe that you have or may become a "consumer" for any of those purposes, you will notify us immediately of that fact). Further, you acknowledge that you will not be treated as a consumer for purposes of the Agreement, and laws and regulations relating to consumer protection shall not apply;
- (ii) the Agreement constitutes your duly authorized, legal, valid, binding and enforceable obligation;
- (iii) your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq;
- (iv) you are in compliance with all AML/Sanctions Laws and are not aware of any breach by you or your Cardholders of any such laws;;
- (v) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account;
- (vi) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Agreement and the transactions contemplated under the Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and
- (vii) there is no bona fide lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would materially impair your financial condition or ability to pay us under the terms of this Agreement; and
- (viii) if you are a Participant, you have authorized the Company to take any and all actions on your behalf related to the Agreement and any Services you receive, including binding you to the terms of this Agreement.

29. ASSIGNMENT

You may not assign the Agreement, or transfer any right or delegate any duty or performance under the Agreement, without our prior written consent, which shall not be unreasonably withheld. Any purported assignment by you of rights or delegation by you of obligations contrary to the provisions of the Agreement shall be void. We may assign our rights and delegate our obligations to a third party. If we do so, we will provide notice to you.

30. AGREEMENT

30.1 Entire agreement. The Agreement and the schedule of charges in effect for you, as amended from time to time, constitute and represent the entire agreement between you and us regarding a Service we provide to you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the parties relating to a Service. The Agreement controls in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement.

30.2 Successors and assigns. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against you or us. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and us.

30.3 Third parties. Except for any person or entity to whom this Agreement provides any express indemnity or covenant, you and we do not intend that the Agreement shall confer any right or benefit on any person or entity who is not a party to the Agreement (including any right or requirement to consent to any variation, amendment or termination of the Agreement), and any and all laws or regulations conferring such rights or benefits are hereby excluded (to the maximum extent permissible). Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership between you and us.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

COMPANY

BANK OF AMERICA, N.A.

(COMPANY'S LEGAL NAME)

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: _____
(Print or Type)

Address for Notices:

Address for Notices:

BAML Commercial Card: Floor 11
3 Commercial Place
Norfolk, VA 23510



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc.[] 100 North Tryon Street, Suite 3600[] Charlotte, NC 28202	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
055943-A-IL-16-17	EVIDEN	CASUA	INSURER A : Old Republic Insurance Co 24147
INSURED Bank of America Corporation[] and any and all subsidiaries[] Mail Code: NC1-028-16-01[] One Bank of America Center[] 150 North College Street[] Charlotte, NC 28255-0001	INSURER B : N/A		N/A
	INSURER C : (See Page 2)		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** ATL-004000395-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY308105 * This coverage applies only if required by written contract.	08/01/2016	08/01/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Excluded
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 2,000,000*
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000*
								\$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWVB308028	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	See Page 2	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER Evidence of Coverage for:[] Bank of America Corporation and any and all subsidiaries[] Mail Code: NC1-028-16-01[] One Bank of America Center[] 150 North College Street[] Charlotte, NC 28255-0001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Marilyn F Burns <i>Marilyn F. Burns</i>
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ADDITIONAL REMARKS SCHEDULE

CY Marsh USA Inc.		NAMED INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General Liability limit shall not exceed the amount stated in the contract between Bank of America Corporation and the certificate holder.
 The certificate holder is an additional insured under General Liability as their interest may appear, but only if required by written contract with the named insured.

Workers Compensation and Employers Liability (continued from page 1)
 Carriers and Policy Numbers:

Policy # RWD943546102 (08/01/2016 - 08/01/2017) XL Insurance America, Inc.
 Including the following state(s): AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX
 UT VA VT WV

Policy #RWR943546202 (08/01/2016 - 08/01/2017) XL Specialty Insurance Company
 Including the following state(s): AK, WI

Policy No. #RWE943546302 (08/01/2016 - 08/01/2017) XL Specialty Insurance Company
 Including the following state(s): OH WA
 is policy is subject to a Self-Insured Retention of \$1,000,000 per accident.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC.Ⓜ 1166 AVENUE OF THE AMERICASⓂ NEW YORK, NY 10036	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
CN101925409-BOA-CRIME-16-17	INSURER A : AIG Specialty Insurance Company	26883
INSURED BANK OF AMERICA CORPORATIONⓂ AND ANY AND ALL SUBSIDIARIESⓂ MAIL CODE NC1-028-16-01Ⓜ 150 NORTH COLLEGE STREETⓂ CHARLOTTE, NC 28255	INSURER B : _____	
	INSURER C : _____	
	INSURER D : _____	
	INSURER E : _____	
	INSURER F : _____	

COVERAGES **CERTIFICATE NUMBER:** ATL-003999094-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Financial Institution Bond			01-457-34-34	06/30/2016	06/30/2017		\$15,000,000
A	Cyber Liability			01-457-34-32	06/30/2016	06/30/2017		\$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER BANK OF AMERICA CORPORATIONⓂ AND ANY AND ALL SUBSIDIARIESⓂ MAIL CODE NC1-028-16-01Ⓜ NORTH COLLEGE STREETⓂ ARLOTTE, NC 28255	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Meredith Frick
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ADDITIONAL REMARKS SCHEDULE

CY MARSH USA, INC.[]		NAMED INSURED BANK OF AMERICA CORPORATION[] AND ANY AND ALL SUBSIDIARIES[] MAIL CODE NC1-028-16-01[] 150 NORTH COLLEGE STREET[] CHARLOTTE, NC 28255
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions:
 Note: Program is blended with Side B/C D&O, Side B Fiduciary, EPL, Bond and Cyber[]

Carrier: AIG Specialty Insurance Company[]
 Eff./Exp. dates: 6/30/2016-6/30/2017[]
 Policy No.: 01-457-32-61[]
 Limits: \$15,000,000[]

Coverage evidenced above is subject to various self-insured retentions.[]

Financial Institution Bond:
 Note: Program is blended with Side B/C D&O, Side B Fiduciary, EPL, Cyber and E&O.[]
 Coverage evidenced above is subject to various deductibles.[]

Cyber Liability:
 Note: Coverage is blended with Side B/C D&O, Side B Fiduciary, EPL, Bond and E&O.[]

Bank of America – Commitment to Supplier Diversity

Mission Statement

The Bank of America Global Supplier Development's mission is to solidify our position as the premier supplier diversity program in the financial services industry and enhance supplier development by leveraging our performance to date and our knowledge of suppliers. We create opportunities to share business solutions with our suppliers, their leadership and their associates.

We have been successful in this effort by looking deeper and more holistically at global supplier relationships to make certain we have set the appropriate supplier diversity metrics, and development and revenue targets, to meet the Bank of America commitment to supplier diversity and shareholder value.

Commitment Statement

Bank of America is committed to the inclusion and development of small and diverse businesses and their support agencies in our direct and indirect supply chains. Supply Chain Management (SCM) supports and promotes this corporate mandate through formal policies regarding MWDBE participation in our contract opportunities.

Identification, support and development activities supporting small and diverse suppliers are executed through Bank of America's centralized purchasing organization and the Supplier Diversity & Development team. Supplier diversity and development is included as a performance measurement of Bank of America's overall corporate purchasing strategy.

Policy Statement

All contracts with domestic Bank of America suppliers above a minimum threshold must include supplier diversity and development language and expectations. Documentation must be provided to show diverse supplier participation in the RFP/bid process. Every associate, with responsibility in the selection of the goods and services we purchase, is responsible for managing supplier diversity and supporting our corporate diversity objectives. This policy provides the leverage to:

- Standardize Bank of America domestic contracts to require supplier diversity and development commitment language and quantifiable goals.
- Require our non-diverse suppliers to support our corporate commitment to the development and inclusion of small and diverse suppliers within their subcontracting activities.
- Ensure that all supply chain associates are engaged in the inclusion and development of small and diverse suppliers.

Goals

In 2014, Bank of America Supplier Development continued to focus on strengthening our strategic diverse supplier relationships that support our reputation of being the 'premier supplier diversity program in the financial services industry.' We worked to continue providing additional advantage for the expansion of relationships with minority suppliers.

Recognized as a world-class supplier diversity and development program for over 20 years, Bank of America continues to lead and contribute nationally to expanding opportunities for diverse suppliers in the corporate sector. Below are examples of some of the commodities supported by MWDBE suppliers under contract:

▪ Staffing Services

▪ Printing

▪ Marketing

Bank of America – Commitment to Supplier Diversity

- | | | |
|----------------------|------------------------|--------------------|
| ▪ Advertising | ▪ Travel Services | ▪ Copier Recycling |
| ▪ Landscaping | ▪ Janitorial | ▪ Construction |
| ▪ Roofing | ▪ Maintenance | ▪ Disposal |
| ▪ Home Inspections | ▪ Photography | ▪ Courier |
| ▪ Telecommunications | ▪ Carpet Cleaning | ▪ Furniture |
| ▪ Security | ▪ Parking | ▪ Software |
| ▪ Teleconferencing | ▪ Contract Programming | ▪ Legal Services |

Our Results

- In 2015, Bank of America spent **\$2.1 billion** with over **6,780** minority-, woman- and disabled veteran-owned suppliers.
- In 2015, Bank of America spent **245 thousand** with **16** minority, woman, and disabled veteran-owned suppliers within the state of Alabama.

Due to certain contractual restrictions with our suppliers, Bank of America is unable to disclose detailed supplier and contract information. Bank of America reports annual summary information as listed above.

Bank of America is also a corporate member of the National Minority Supplier Development Council (NMSDC), a national certifying agency that advocates business development with diverse suppliers, and the Women Business Enterprise National Council (WBENC). Our participation with the NMSDC and WBENC at a national and local level continue to be a valuable resource in the identification and certification of diverse supplier prospects.

Recognition of Efforts

Bank of America receives numerous national and regional awards and recognition as it relates to the effectiveness of the Supplier Development program and continues to be considered an industry leader with a world-class supplier diversity program. Examples of recognition and awards include:

- **WBENC Top Corporation Platinum Award (2015)** – The award honors corporations with world-class programs that create level playing fields for women's business enterprises (WBEs), which compete for corporate contracts.
- **Billion Dollar Roundtable (2014)** - The Billion Dollar Roundtable was created in 2001 to recognize and celebrate corporations that achieved spending of at least \$1 billion with minority and woman-owned suppliers. The BDR promotes and shares best practices in supply chain diversity excellence through the production of white papers. In discussions, the members review common issues, opportunities and strategies. The BDR encourages corporate entities to continue growing their supplier diversity programs by increasing commitment and spending levels each year. The BDR inducts new members bi-annually. Bank of America is the 19th member and first financial institution to be inducted.
- **WPEO Supplier Diversity Advocate Award (2014)** - The Outstanding Women's Business Advocate Award recognizes a single individual, representing either a WPEO-certified WBE, WPEO Corporate Member or community advocate who has made an outstanding contribution to WPEO and supported women in business through active involvement and contribution to WPEO. The award is open to WBEs, Corporate Members and community advocates in New York and Washington, D.C.
- **NGLCC Program or Initiative of the year (2014)** - Top honors were presented to Corporations for their dedication and significant strides to support and sustain diversity best practices.

Bank of America – Commitment to Supplier Diversity

- North Carolina Institute of Minority Economic Development (NCIMED) Corporate Diversity Award (2014) - Bank of America, one of the world's largest financial institutions, has consistently proven its commitment to the development of small and historically underutilized businesses by including them in its supplier base.
- WBENC America's Top Corporation for Women's Business Enterprises Award - GOLD (2014) - One of 20 top corporations awarded in the US. America's Top Corporations for Women's Business Enterprises is the only national award honoring corporations with world-class programs that create level playing fields for women's business enterprises (WBEs), which compete for corporate contracts. In addition to offering equal access to business opportunities, Top Corporations generate and conduct a high volume of business with WBEs.
- WBENC Women Presidents' Educational Organization Diversity Advocate of the Year Award (2014) - Presented to a supplier diversity professional that demonstrated exceptional commitment to supporting women owned businesses.

For additional information on our supplier diversity efforts please refer to www.bankofamerica.com/supplierdiversity.