

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 "Ed 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, 3<sup>rd</sup> Floor  
MD4-325-03-96  
Baltimore, MD 21201

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

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# Attachment C: Cost Sheet - Financial/Revenue Proposal

**Financial/Revenue information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Financial/Revenue should be clearly marked.**

Scenario #1

Please fill in all boxes. If not applicable, enter 0 or leave blank.

Assume all accounts were paid in full 15 days after the cycle date

Assume spend volume and transaction counts repeat monthly throughout the 5 year contract period

If applicable, the State assumes quarterly spend totals will be annualized and rebate due to or from the State will be adjusted the 4th quarter based on the aggregated annual \$ spend tier reached in their financial/revenue proposal

\*\*Lines 9 and 11 for cash transaction fees should ONLY be utilized if the vendor's proposal indicates such fees, if applicable, will be netted out of rebates amounts.

\*\*If these cash transaction fees are included in the vendor's proposal and will be charged as transactions on the cardholder statement, please leave these fields BLANK.

Column #

Line #	Total \$ Net Spend	Total # of Transactions	Total \$ Purchasing Spend	Purchasing # of Transactions	A Purchasing \$ Standard Transaction	B Purchasing \$ Large Ticket	# Travel Transactions	C Travel \$ Transactions	# Fleet Transactions	D Fleet \$ Transactions	E Teller # Cash Transactions	F Teller \$ Cash Transactions	G ATM # Cash Transactions	H ATM \$ Cash Transactions	
1	Average Monthly Totals	\$35,693,000	53,500	\$32,768,000	44,263	\$26,968,000	\$5,800,000	4,200	\$1,500,000	5,000	\$1,300,000	12	\$112,500	25	\$12,500
2	Quarterly Totals	\$107,079,000	160,500	\$98,304,000	132,789	\$80,904,000	\$17,400,000	12,600	\$4,500,000	15,000	\$3,900,000	36	\$337,500	75	\$37,500
3	Annual Totals	\$428,316,000	642,000	\$393,216,000	531,156	\$323,616,000	\$69,600,000	50,400	\$18,000,000	60,000	\$15,600,000	144	\$1,350,000	300	\$150,000
4	Signing Bonus	\$0.00													
5	Basis points offered per spend category on cycle due date (day 25) (Format: 0.####)					0.0187	0.0060			0.0187		0.0000			0.0000
6	Multiply basis points offered by annual totals (line 5 X line 3)					\$6,051,628.80	\$417,600.00			\$291,720.00		\$0.00			\$8.00
7	Adjusted basis points offered per spend category for early or late pay (show deductions as -negative amount) (Format: 0.####)					0.0006	0.0006			0.0006		0.0000			0.0000
8	Multiply basis points offered by annual totals (line 7 X line 3)					\$294,169.68	\$41,760.00			\$9,360.00		\$0.00			\$0.00
9	**Teller Cash transaction fees. Enter only as either a \$ amount per transaction fee (column E) or as a percentage of \$ spend volume (column F) (Format: 0.####)										0.00	\$0.00			0.0000
10	Multiply applicable fee by annual totals (line 9 X line 3)										\$0.00	\$0.00			\$0.00
11	**ATM Cash transaction fees. Enter only as either a \$ amount per transaction fee (column G) or as a percentage of \$ spend volume (column H) (Format: 0.####)												0.00		0.0000
12	Multiply applicable fee by annual totals (line 11 X line 3)												\$0.00		\$0.00
13	If applicable, multiply signing bonus \$ amount by .2 and enter value (line 4 X .2)					\$0.00									\$0.00
14	Add amounts from Column #'s A, B, C, D, F and H line 6 and line 8					\$7,353,628.80									
15	Add line 13 and line 14					\$7,353,628.80									
16	Add amounts from Column #'s E, F, G, and H; line #'s 10 and 12					\$0.00									
17	Subtract line 16 from line 15. This is the Total Rebate \$ Amount proposed per scenario #1.					\$7,353,628.80									

\* WV State Purchasing Division will apply vendor preference points to arrive at the Final Total Rebate calculation

Scenario #2

Please fill in all boxes. If not applicable, enter 0 or leave blank.

Assume all accounts were paid within 35 days after the cycle date

Assume spend volume and transaction counts repeat monthly throughout the 5 year contract period

If applicable, the State assumes quarterly spend totals will be annualized and rebate due to or from the State will be adjusted the 4th quarter based on the aggregated annual \$ spend tier reached in their financial/revenue proposal

\*\*Lines 9 and 11 for cash transaction fees should ONLY be utilized if the vendor's proposal indicates such fees, if applicable, will be netted out of rebate amounts.

\*\*If these cash transaction fees are included in the vendor's proposal and will be charged as transactions on the cardholder statement, please leave these fields BLANK.

Column #

Line #	Total \$ Net Spend	Total # of Transactions	Total \$ Purchasing Spend	Purchasing # of Transactions	A Purchasing \$ Standard Transaction	B Purchasing \$ Large Ticket	# Travel Transactions	C Travel \$ Transactions	# Fleet Transactions	D Fleet \$ Transactions	E Teller # Cash Transactions	F Teller \$ Cash Transactions	G ATM # Cash Transactions	H ATM \$ Cash Transactions
1	Average Monthly Totals	\$35,693,000	53,500	\$32,768,000	44,263	\$26,968,000	4,200	\$1,500,000	5,000	\$1,300,000	12	\$112,500	25	\$12,500
2	Quarterly Totals	\$107,079,000	160,500	\$98,304,000	132,789	\$80,904,000	12,600	\$4,500,000	15,000	\$3,900,000	36	\$337,500	75	\$37,500
3	Annual Totals	\$428,316,000	642,000	\$393,216,000	531,156	\$323,616,000	50,400	\$18,000,000	60,000	\$15,600,000	144	\$1,350,000	300	\$150,000
4	Signing Bonus	\$0.00												
5	Basis points offered per spend category on cycle due date (day 25) (Format: 0.####)				0.0187	0.0050		0.0187		0.0000				0.0000
6	Multiply basis points offered by annual totals (line 5 X line 3)				\$6,051,649.80	\$417,600.00		\$335,870.80		\$0.00				\$0.00
7	Adjusted basis points offered per spend category for early or late pay (show deductions as -negative amount) (Format: 0.####)				-0.0006	-0.0006		-0.0006		-0.0006				-0.0000
8	Multiply basis points offered by annual totals (line 7 X line 3)				-\$19,369.60	-\$1,768.00		-\$18,896.00		-\$0.00				-\$0.00
9	**Teller Cash transaction fees. Enter only as either a \$ amount per transaction fee (column E) or as a percentage of \$ spend volume (column F) (Format: 0.####)									0.00	0.0000			
10	Multiply applicable fee by annual totals (line 9 X line 3)									\$0.00	\$0.00			
11	**ATM Cash transaction fees. Enter only as either a \$ amount per transaction fee (column G) or as a percentage of \$ spend volume (column H) (Format: 0.####)												0.00	0.0000
12	Multiply applicable fee by annual totals (line 11 X line 3)												\$0.00	\$0.00
13	If applicable, multiply signing bonus \$ amount by .2 and enter value (line 4 X .2)				\$0.00									\$0.00
14	Add amounts from Column #'s A, B, C, D, F and H line 6 and line 8				\$6,841,449.80									
15	Add line 13 and line 14				\$6,841,449.80									
16	Add amounts from Column #'s E, F, G, and H; line #'s 10 and 12				\$0.00									
17	Subtract line 16 from line 15. This is the Total Rebate \$ Amount proposed per scenario #2.				\$6,841,449.80									

\* WV State Purchasing Division will apply vendor preference points to arrive at the Final Total Rebate calculation

Scenario #3

Please fill in all boxes. If not applicable, enter 0 or leave blank.

Assume all accounts were paid 80% of amount due by day 19 after the cycle date and the remaining 20% in full 25 days after the cycle date

Assume spend volume and transaction counts repeat monthly throughout the 5 year contract period

If applicable, the State assumes quarterly spend totals will be annualized and rebate due to or from the State will be adjusted the 4th quarter based on the aggregated annual \$ spend (or reached in their financial/revenue proposal

\*\*Lines 14 and 15 for cash transaction fees should ONLY be utilized if the vendor's proposal indicates such fees, if applicable, will be netted out of rebate amounts.

\*\*If these cash transaction fees are included in the vendor's proposal and will be charged as transactions on the cardholder statement, please leave these fields BLANK.

Column #

Line #	Total \$ Net Spend	Total # of Transactions	Total \$ Purchasing Spend	Total # of Transactions	A Purchasing \$ Standard Transaction	B Purchasing \$ Large Ticket	# Travel Transactions	C Travel \$ Transactions	# Fleet Transactions	D Fleet \$ Transactions	E Teller # Cash Transactions	F Teller \$ Cash Transactions	G ATM # Cash Transactions	H ATM \$ Cash Transactions	
1	Average Monthly Totals	\$35,693,000	53,500	\$32,766,000	44,263	\$26,968,000	\$5,800,000	4,200	\$1,900,000	5,000	\$1,300,000	12	\$112,500	25	\$12,500
2	Quarterly Totals	\$107,079,000	160,500	\$98,304,000	132,789	\$80,904,000	\$17,400,000	12,600	\$4,500,000	15,000	\$3,900,000	36	\$337,500	75	\$37,500
3	Annual Totals	\$428,316,000	642,000	\$393,216,000	531,156	\$323,616,000	\$69,600,000	50,400	\$18,000,000	50,000	\$15,600,000	144	\$1,350,000	300	\$150,000
4	Signing Bonus	\$0.00													
5	Percentage of Annual Total (line 3) eligible for rebate (Format: 0.####)				1.0000	1.0000									
6	Percentage of Annual Total (line 3) eligible for additional (early pay) rebate (Format: 0.####)				0.8000	0.8000									
7	Percentage of Annual Total (line 3) eligible for reduced (late pay) rebate (Format: 0.####)				0.0000	0.0000									
8	Basis points offered per spend category on cycle due date (day 25) (Format: 0.####)				0.0187	0.0060									
9	Multiply basis points offered by the applicable percentage of annual totals (line 5 X line 5 X line 8)				\$6,211,238.28	\$417,208.00									
10	Adjusted basis points offered per spend category for early or late pay (show deductions as -negative amount) (Format: 0.####)				0.0004	0.0004									
11	Multiply basis points offered by the applicable percentage of annual totals (line 3 X line 6 X line 10)				\$54,201.41	\$20,677.80									
12	Adjusted basis points offered per spend category for early or late pay (show deductions as -negative amount) (Format: 0.####)				0.0000	0.0000									
13	Multiply basis points offered by the applicable percentage of annual totals (line 3 X line 7 X line 12)				\$0.00	\$0.00									
14	**Teller Cash transaction fees. Enter only as either a \$ amount per transaction fee (column E) or as a percentage of \$ spend volume (column F) (Format: 0.####)														
15	Multiply applicable fee by annual totals (line 11 X line 3)														
16	**ATM Cash transaction fees. Enter only as either a \$ amount per transaction fee (column G) or as a percentage of \$ spend volume (column H) (Format: 0.####)														
17	Multiply applicable fee by annual totals (line 13 X line 3)														
18	If applicable, multiply signing bonus \$ amount by .2 (line 4 X .2)				\$0.00										
19	Add amounts from Column #'s A, B, C, D, F and H; line #'s 6, 8 and 10				\$3,120,462.71										
20	Add line 13 and line 14				\$0.00										
21	Add amounts from Column #'s E, F, G, and H; line #'s 12 and 14				\$0.00										
22	Subtract line 16 from line 15. This is the Total Rebate \$ Amount proposed per scenario #3.				\$3,120,462.71										

\* WV State Purchasing Division will apply vendor preference points to arrive at the Final Total Rebate calculation

Scenario #4  
 Please fill in all boxes. If not applicable, enter 0 or leave blank.  
 Assume all accounts were paid 80% of amount due by day 10 after the cycle date and the remaining 20% in full 90 days after the cycle date.  
 Assume spend volume and transaction counts repeat monthly throughout the 5 year contract period.  
 If applicable, the State assumes quarterly spend totals will be annualized and rebate due to or from the State will be adjusted the 4th quarter based on the aggregated annual \$ spend tier reached in their financial/revenue proposal.  
 \*Lines 14 and 16 for cash transaction fees should ONLY be utilized if the vendor's proposal indicates such fees, if applicable, will be netted out of rebate amounts.  
 \*\*If these cash transaction fees are included in the vendor's proposal and will be charged as transactions on the credit order statement, please leave these fields BLANK.

Column #

Line #	Total \$ Net Spend	Total # of Transactions	Total \$ Purchasing Spend	Purchasing # of Transactions	A Purchasing \$ Standard Transaction	B Purchasing \$ Large Ticket	# Travel Transactions	C Total \$ Transactions	# Fleet Transactions	D Fleet \$ Transactions	E Teller # Cash Transactions	F Teller \$ Cash Transactions	G ATM # Cash Transactions	H ATM \$ Cash Transactions	
1	\$35,893,000	53,500	\$32,768,000	44,263	\$26,968,000	\$5,800,000	4,200	\$1,500,000	5,000	\$1,300,000	32	\$112,500	75	\$12,500	
2	Quarterly Totals	180,500	\$98,304,000	192,789	\$80,904,000	\$17,400,000	12,600	\$4,500,000	15,000	\$3,900,000	36	\$337,500	75	\$12,500	
3	Annual Totals	\$428,716,000	\$427,000	\$993,216,000	531,156	\$323,616,000	\$69,600,000	50,400	\$18,000,000	60,000	\$15,600,000	144	\$1,350,000	300	\$150,000
4	Signing Bonus	\$0.00													
5	Percentage of Annual Total (line 3) eligible for rebate (Format: 0.##%)				1.0000	1.0000		1.0000		1.0000		0.0000		0.0000	
6	Percentage of Annual Total (line 3) eligible for additional (early pay) rebate (Format: 0.##%)				0.8000	0.8000		0.8000		0.8000		0.0000		0.0000	
7	Percentage of Annual Total (line 3) eligible for reduced (late pay) rebate (Format: 0.##%)				0.2000	0.2000		0.2000		0.2000		0.0000		0.0000	
8	Basis points offered per spend category on cycle due date (day 25) (Format: 0.##%)				0.0187	0.0000		0.0187		0.0187		0.0000		0.0000	
9	Multiply basis points offered by the applicable percentage of annual totals (line 3 X line 5 X line 8)				\$6,051,489.30	-\$41,600.00		-\$38,600.00		\$3,547.30		-\$5.00		-\$6.00	
10	Adjusted basis points offered per spend category for early or late pay (show deductions as -negative amount) (Format: 0.##%)				0.0004	0.0004		0.0004		0.0004		0.0000		0.0000	
11	Multiply basis points offered by the applicable percentage of annual totals (line 3 X line 6 X line 10)				-\$5,820.14	-\$10,067.80		-\$3,266.88		-\$6,892.30		\$4.00		-\$6.00	
12	Adjusted basis points offered per spend category for early or late pay (show deductions as -negative amount) (Format: 0.##%)				-0.0033	-0.0033		-0.0033		-0.0033		0.0000		0.0000	
13	Multiply basis points offered by the applicable percentage of annual totals (line 3 X line 7 X line 12)				-\$25,420.48	-\$1,436.96		-\$14,869.97		-\$17,188.60		0.0000		0.0000	
14	**Teller Cash transaction fees. Enter only as either a \$ amount per transaction fee (column E) or as a percentage of \$ spend volume (column F) (Format: 0.##%)									\$17,188.60		0.0000		0.0000	
15	Multiply applicable fee by annual totals (line 13 X line 3)									\$4,930	\$0.00			0.0000	
16	**ATM Cash transaction fees. Enter only as either a \$ amount per transaction fee (column G) or as a percentage of \$ spend volume (column H) (Format: 0.##%)										\$0.00		\$0.00	0.0000	
17	Multiply applicable fee by annual totals (line 13 X line 3)											\$0.00	\$0.00	0.0000	
18	If applicable, multiply signing bonus \$ amount by .2 (line 4 X .2)				\$7.00										
19	Add amounts from Column #'s A, B, C, D, F and H; line #'s 6, 8 and 10				\$6,087,245.72										
20	Add line 13 and line 14				\$4,983,546.78										
21	Add amounts from Column #'s E, F, G, and H; line #'s 12 and 14				\$6.00										
22	Subtract line 16 from line 15. This is the Total Rebate \$ Amount proposed per scenario #4.				\$9,225,748.28										

\* WV State Purchasing Division will apply vendor preference points to arrive at the Final Total Rebate calculation

## I. General Product Fees and Charges

To Bank of America, National Association, ("Bank of America") Card Agreement

<b>General Fees</b>	
<b>Annual Card Fee</b>	Waived
<b>Logo Fee:</b> (Choose one color from the following six colors: 1) black; 2) white; 3) blue; 4) red; 5) green; 6) burgundy).	Fee Waived
<b>Unique Custom Design Fee</b>	As quoted
<b>Return Payment Fee</b>	Waived
<b>International Transaction Fee</b>	2% of USD amount
<b>Expedited Card Delivery Fee</b>	<ul style="list-style-type: none"> <li>➤ U.S. Mail/Bulk Mail (Default)=No Fee</li> <li>➤ Overnight=\$35.00</li> <li>➤ 2-day=\$20.00</li> </ul>
<b>Executive Cards</b>	Fee Waived (maximum of 10 Cards)
<b>Premium Rewards</b> (Travel and Corporate One Card only)	\$75.00 Annual Fee per card
<b>Overlimit Fee</b>	Waived
<b>Corporate Billed Fees</b>	
<b>Late Fee</b> (assessed 3 days after cycle date when account is past due) (Assessed as a % of the past due amount for the current month's charges and any unpaid balances )	2% of total due (minimum \$35; No maximum)
<b>Cash Advance Fee</b>	2.5% of transaction amt (\$5 min/no max)
<b>Individual Billed Fees</b>	
<b>Late Fee</b> (assessed 3 days after due date when account is past due)	\$35.00 per occurrence
<b>Cash Advance Fee</b>	2.5% of transaction amt (\$5 min/no max)

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. We may add a 2% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

## II. Electronic Products Schedule of fees and Charges

<b>Reporting and Data</b>	
<b>Works</b>	Fee Waived
<b>Global Reporting and Account Manager (GRAM)</b>	Fee Waived
<b>Payment Center</b>	Fee Waived
<b>Data File Feeds To Customers / Third Parties:</b>	
<ul style="list-style-type: none"> <li>• Statement Billing File</li> <li>• EDI 811</li> <li>• Travel Agency File</li> <li>• Visa Commercial Format (VCF)</li> <li>• MC Commercial Data Format (CDF)</li> <li>• 1099 &amp; Socioeconomic Reporting</li> </ul>	Fee Waived
<b>Custom Requests</b>	
<b>Custom Development and/or Maintenance</b>	\$150.00 per hour

**END OF SCHEDULES I AND II**



### III. U.S. Schedule of Rebates (File Turn Days)

#### **REBATE DEFINITIONS**

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

"Calculation Period" means each subsequent three month period after the Initial Calculation Period. The Initial Calculation Period will commence on the 1<sup>st</sup> of the month following the date of execution of this Agreement through \_\_\_\_\_.

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

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

"File Turn Days" means the average number of days between the Transaction posting date and the payment posting date of the full amount due, averaged over the Calculation Period. For the Calculation Period, File turn Days are calculated by dividing the average daily balance by the Transaction Volume multiplied by the number of days. The average daily balance is calculated by taking the ending daily balance for each day during the Calculation Period, and then dividing by the number of days in that period.

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

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

"Partner Program Transactions" means certain Transactions in the Transaction Volume which, based upon the merchant and/or transaction dollar amount, are subject to a Visa or MasterCard partner program, as determined by and amended by Visa and MasterCard from time to time.

"Rebate Multiplier" means the multiplier corresponding to the Standard Transaction Volume and Cycle and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table, and the multiplier corresponding to the Large Ticket/Partner Program Transaction Volume and Cycle and Grace Days set forth in the Large Ticket/Partner Program Transactions Rebate Multiplier Table below, and as adjusted for File Turn Days.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Large Ticket Transactions and/or Partner Program Transactions.

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

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase Transactions made with the 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:

- i. Company and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Company and Participant complied with the terms in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and
- iv. The Agreement has not been terminated by either party prior to the completion of a rebate calculation period; and
- v. 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 the Large Ticket and Partner Program Transactions Rebate Multiplier Table, as adjusted for File Turn Days, and using the following equation:

The quarterly Standard Transaction Rebate Multiplier will be determined based on the quarterly Transaction Volume, including Large Ticket and Partner Program Transaction Volume, times four. Large Ticket and Partner Program Transaction Volume will earn rebate from the Large Ticket and Partner Program Transaction Volume Rebate Multiplier table. The Rebate Multipliers will be applied to the quarterly Transaction Volume.

$$((\text{Quarterly Transaction Volume for Standard Transactions} \times \text{applicable Standard Transactions Rebate Multiplier as determined above}) + (\text{Quarterly Transaction Volume for Large Ticket and Partner Program Transaction Volume} \times \text{Large Ticket and Partner Program Rebate Multiplier})) - \text{Total Credit Losses}$$

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:

$$(((\text{Annual Transaction Volume for Standard Transactions} \times \text{Standard Transaction Rebate Multiplier}) + (\text{Annual Transaction Volume for Large Ticket and Partner Program Transaction Volume} \times \text{Large Ticket and Partner Program Rebate Multiplier}) - \text{Rebate paid for Quarters 1, 2 and 3 of the Agreement year}) - \text{Fourth Calculation period Credit Losses}$$

The Standard Transactions Rebate Multiplier will be determined based on the Calculation Period cumulative total of all Transaction Volume, including Transaction Volume from Premium Rewards participants, however, Transaction Volume that is applied to Premium Rewards points will not be included in the rebate payout calculation. This paragraph is applicable for products with Premium Rewards only.

Payment of any rebate will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period. No rebate will be paid to any Participant.

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

**STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE**

Include Large Ticket and/or Preferred Partner Program Transactions to determine the Standard Transactions Rebate Multiplier Volume Tier

West Virginia  Annual US Volume Tiers		File Turn Days	30 to 30.99	34 to 34.99	40 to 40.99
		Cycle days	30	30	30
		Grace days	15	19	25
		REBATE BASIS POINTS			
\$100,000,000	\$149,999,999		177.0	174.6	171
\$150,000,000	\$199,999,999		182.0	179.6	176
\$200,000,000	\$249,999,999		187.0	184.6	181
\$250,000,000	\$299,999,999		189.0	186.6	183
\$300,000,000	\$324,999,999		190.0	187.6	184
\$325,000,000	\$349,999,999		191.0	188.6	185
\$350,000,000	\$374,999,999		191.0	188.6	185
\$375,000,000	\$399,999,999		192.0	189.6	186
\$400,000,000	\$424,999,999		192.0	189.6	186
\$425,000,000	\$449,999,999		193.0	190.6	187
\$450,000,000	\$499,999,999		194.0	191.6	188
\$500,000,000	\$549,999,999		195.0	192.6	189
\$550,000,000	\$599,999,999		196.0	193.6	190
\$600,000,000	\$649,999,999		197.0	194.6	191
\$650,000,000	\$699,999,999		198.0	195.6	192
\$700,000,000	\$749,999,999		199.0	196.6	193
\$750,000,000	\$799,999,999		200.0	197.6	194
\$800,000,000	\$849,999,999		201.0	198.6	195
\$850,000,000	\$899,999,999		202.0	199.6	196
\$900,000,000	\$949,999,999		203.0	200.6	197
\$950,000,000	\$999,999,999		204.0	201.6	198
\$1,000,000,000	+		205.0	202.6	199

**LARGE TICKET/PARTNER PROGRAM TRANSACTIONS REBATE MULTIPLIER TABLE**

Large Ticket and Partner Program Annual Transaction Volume	File Turn Days	30 to 30.99	34 to 34.99	40 to 40.99
	Cycle days	30	30	30
	Grace days	15	19	25
REBATE BASIS POINTS				

\$0	+	66.0	63.6	60
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The Standard Transaction Rebate Multiplier and the Large Ticket and Partner Program Transactions Rebate Multipliers will be increased six-tenths of one basis point (0.006% or 0.00006) for each File Turn Day that is shorter than forty (40) File Turn Days, or, the Standard Transaction Rebate Multiplier and the Large Ticket and Partner Program Transactions Rebate Multipliers will be decreased six-tenths of one basis point (0.006% or 0.00006) for each File Turn Day that is longer than forty (40) File Turn Days. If the File Turn Days are 40, then there will be no File Turn Days adjustment.

**Example 1 – 34 File Turn Days**

If the Standard Transaction Volume is \$400mm and the Large Ticket and Partner Program Transaction Volume is \$30mm and the file turn is 34 days, then the Standard Transaction Rebate Multiplier will be 190.6 basis points (1.906% or 0.01906). The Standard Transaction Rebate Multiplier is determined based on the \$430mm Transaction Volume tier of 187 basis points plus 3.6 basis points (0.036% or 0.00036) for file turn that is 6 days shorter, times six-tenths of one basis point per day. The Large Ticket and Partner Program Transaction Rebate Multiplier will be 63.6 basis points (0.636% or 0.00636).

**Example 2 – 44 File Turn Days**

If the Standard Transaction Volume is \$400mm and the Large Ticket and Partner Program Transaction Volume is \$30mm and the file turn is 44 days, then the Standard Transaction Rebate Multiplier will be 184.6 basis points (1.846% or 0.01846). The Standard Transaction Rebate Multiplier is determined based on the \$430mm Transaction Volume tier of 187 basis points minus 2.4 basis points (0.024% or 0.00024) for file turn that is 4 days longer, times six-tenths of one basis point per day. The Large Ticket and Partner Program Transaction Rebate Multiplier will be 57.6 basis points (0.576% or 0.00576).

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

Notwithstanding anything to the contrary in the Agreement or any of its Schedules all fees, charges and rebates are subject to change upon 60 days' prior written notice to you if in connection with us providing this card program, or any Services to you:

- i. An event external to us increases the cost or decreases the revenue to us;
- ii. There is any decrease to the interchange rates paid to us by a card network; or
- iii. There is an increase to funding costs due to interest rate changes;
- iv. There is any deterioration in your financial condition.

**END OF US SCHEDULE III**

# 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.

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