



City of Peoria, Arizona

Notice of Request for Proposal



Request for Proposal No: P09-0056		Proposal Due Date: May 5, 2009
Materials and/or Services: Procurement Card Services		Proposal Time: 5:00 P.M. AZ Time
		Contact: Athena Bonner
Project No:	Location: City of Peoria, Materials Management	Phone: (623) 773-7115
	Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345	

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria material Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: Dawn Haddock	Telephone: (602) 523-4113	Fax: (972) 728-4436
Bank of America	<i>Dawn Haddock</i>	
Company Name	Authorized Signature for Offer	
201 E. Washington Street	Dawn Haddock	
Address	Printed Name	
Phoenix, AZ 85004-2428	SVP, Senior Product Delivery Officer	
City, State Zip Code	Title	

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1) Request for Proposal issued by the City; 2) your offer in Response to the City's Request for Proposal; 3) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the contractor receives an executed Purchase order or written Notice to Proceed.

Attested by:	City of Peoria, Arizona	Effective Date: 6/17/09
<i>Mary Jo Kief</i>		
Mary Jo Kief, City Clerk	Approved as to form: <i>Elen Van Riper</i> Elen Van Riper, Assistant City Attorney	
	CC:	<i>Stephen M. Kemp</i> Stephen M. Kemp, City Attorney
	Contract Number:	Contract Awarded Date: June 16, 2009
	Official File:	<i>Herman Koebergen</i> Herman Koebergen, Materials Manager

ORIGINAL



Response to City of Peoria Request for Proposal for Procurement Card Services

RPF# P09-0056

SUBMITTED BY

Larry Glandon

SVP, Sr Client Manager

Bank of America

602.523.6263

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Dawn Haddock

SVP, Sr Product Delivery Officer

Bank of America

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David Randolph

AVP, Card Account Manager

Bank of America

602.523.6996

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Holly Campbell

VP, Card Account Manager

Bank of America

602.523.2410

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May 5, 2009

Bank of America 

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Disclosures

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Please note that the information contained in this proposal is only valid for 90 days from the proposal due date, unless expressly reaffirmed in writing.

Response to City of Peoria, Arizona RFP for Procurement Card Services #P09-0056

I. EXECUTIVE SUMMARY

I. EXECUTIVE SUMMARY

(2 pages) Provide a cover letter, signed by an authorized officer of the firm, summarizing the Pro-Card solution you are proposing to provide and describing the underlying philosophy of your firm in providing the proposed solution. Include the name(s), telephone number(s), fax number(s), and e-mail address(s) of the authorized contact person(s) for your proposal.

Bank of America 

May 5, 2009

City of Peoria
Materials Management
8314 West Cinnabar Avenue
Peoria, AZ 85345

To Whom It Concerns:

On behalf of Bank of America, it is our privilege to submit to the City of Peoria (City) our response to your Procurement Card Services request for proposal # P09-0056. In this proposal we believe we have, and hope you concur, to have provided a proposal that best meets the requirements of the proposal as well as the terms and conditions of the contract. Bank of America has reviewed the City's Terms and Conditions as presented in this RFP, and would like to reserve the right to negotiate some of the terms before arriving at a mutually agreeable final contract.

Bank of America is one of the largest and financially strongest banks in the world. This size and strength allow us to continually invest in our Treasury and Card services infrastructure earning us the honor of being considered the best cash management bank in the United States and a leader in innovations. As one of the largest bank commercial card issuers in the United States, Bank of America has a broad base of more than 8,800 Purchasing, Travel and Corporate (one) Card clients generating the following statistics:

- More than 2.5 million corporate cards in circulation
- More than 505,000 corporate (purchasing, travel combined) credit cardholder accounts
- More than 1.8 million cards to public sector clients

Our Commitment to the City of Peoria: Bank of America has nationwide expertise in Government Banking and offers highly customized as well as core solutions to our important government clients. We value our government clients and are committed to being the financial partner of choice for governments throughout the U.S. We commit our best professionals and resources to support your continuously expanding program. We would like to thank the City for doing business with us to date, and we look forward to continuing this partnership into the future. We are confident that Bank of America offers the greatest value of comprehensive cutting edge Card services and technology as well as the best experts in the industry.

Response to City of Peoria, Arizona RFP for Procurement Card Services #P09-0056

I. EXECUTIVE SUMMARY

A Proven Financial Partnership: We know the City's Card program and strategy very well from years of working as your Card provider. We understand the City's vision and have strategic processes already inline to aid the City in meeting your vision. We have developed excellent working relationships with your staff.

Dedicated Resources and Broad Capabilities: Bank of America is ranked as the number one provider of Treasury Services and Card products in the U.S. With our dedicated team of government professionals, including the City's current Card Account Managers, Holly Campbell and David Randolph, Bank of America is ideally positioned to continue providing convenient, innovative and superior card services to the City.

Superior Service Quality: Bank of America is committed to providing world-class customer satisfaction and service quality as defined by our customers and clients. Toward that end, the bank is using proven process engineering tools to help us set our direction and align our resources, identify root causes of problems, define solutions and measure results, eliminate errors and steps that do not add value to our clients. In addition to regularly conducted client satisfaction surveys, your Account Specialist will continuously review your program to identify areas for both program and service improvement.

Fulfilling Your Financial Needs: The City will continue to see the financial benefits of our relationship as we work to eliminating costs associated with Paper, increasing your efficiency, and improving convenience in Card purchases. As the industry advances with products such as ePayables which can offer the City even larger financial benefits, we will continue to explore these possibilities with the City.

Summary: Bank of America and the City has a strong partnership built on many years of working as partners towards the City's purchase card program and financial goals. Our card programs have evolved much throughout the years, guided by client feedback. Based upon research, we have found that clients want a Card program that will grow and adapt with their changing needs, using the latest product and technological advances and supported by an exceptional, dedicated customer service staff. The City has relied upon Bank of America to deliver high quality services and innovative ideas, and we believe we have been and will continue to be the best partner for the City on both a day-to-day basis as well as during extraordinary times. That is the commitment we make to all of our clients, and that we will continue to make to the City.

Listed below are key contacts the City can refer to in relation to Bank of America's response:

Primary Contact for negotiating and contractually obligating the Organization:

Dawn Ellen Haddock
Phone: 602.523.4113 Fax: 972.728.4436
Email: dawn.e.haddock@bankofamerica.com

Thank you for the opportunity to review your requirements and, in turn, to offer this proposal.

Sincerely,



Dawn Haddock
SVP; Treasury Product Delivery Senior Officer

Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

II. PROJECT UNDERSTANDING AND APPROACH

II. PROJECT UNDERSTANDING AND APPROACH

(15 pages) Include, but do not limit to the following information:

a) Description of the proposed contract team, and the role to be played by each member of the proposed team.

Bank of America's mission is to provide our clients exceptional services and exceed their expectations through a Client Team approach. This Client Team is responsive, experienced and, through our long relationship, understands the unique needs of the City. The Client Team at Bank of America is made up of key individuals who focus on government clients in the Southwest. This local focus and national experience allows Bank of America to provide the City with the most informed advice on how to maximize the effectiveness of its Card program.

Contact Name/Title	Address	Phone	Email
Client Management Team			
Larry Glandon SVP, Sr Client Manager	201 E. Washington St Phoenix, AZ 85004	602.523.6363	larry.d.glandon@bankofamerica.com
Dawn Haddock SVP, Sr Product Delivery Officer	201 E Washington St Phoenix, AZ 85004	602.523.4113	dawn.e.haddock@bankofamerica.com
Card Account Management Team			
David Randolph AVP, Card Account Manager	201 E. Washington St Phoenix, AZ 85004	602.523.6996	david.a.randolph@bankofamerica.com holly.campbell@bankofamerica.com
Holly Campbell VP, Card Account Manager	201 E. Washington St Phoenix, AZ 85004	602.523.2410	holly.campbell@bankofamerica.com

This team is led by Larry Glandon, the City's designated Client Manager, who will be the primary contact with Bank of America and will manage the City's overall relationship with the Bank. Utilizing the bank's Relationship Management process, he will bring in team members as appropriate to meet your needs.

Larry will work with Dawn Haddock, the City's Product Delivery Officer, and David Randolph and Holly Campbell, the City's assigned Card Account Managers, who can share best practices utilized by other cities and governments. Also servicing your account will be the City's designated Card Account Specialist, who will support the City's day-to-day Card program requirements.

In the attachments section are brief resumes of the client team including roles and responsibilities.

b) Proposed team organizational structure, interrelationships, and interactions.

In addition to the Account Managers, the City can rely on a team of experts to fulfill the needs for billing inquiries, card replacement, cancellation and other service requirements.

The Program Administrators will continue to have the services of an Account Specialist. This associate will continue to provide resolution for all account and service inquiries including day-to-day servicing needs and requests.

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II. PROJECT UNDERSTANDING AND APPROACH

As an added resource to the Account Specialist, Bank of America's Commercial Card Team Servicing group will also continue to provide resolution for all account and service inquiries including day-to-day servicing needs and requests.

Bank of America's Technical Help Desk will provide technical support for your program throughout the life of your contract.

Bank of America's customer service representatives assist with cardholder inquiries. The Program Administrator or cardholders may call our domestic toll-free number anytime regarding various queries including cardholder complaints, receipt of payment, disputes, and lost or stolen cards.

c) Detailed plan of approach including how you intend to achieve and attain the required performance outcomes set forth in this RFP, and to fulfill the contractor responsibilities set forth in this RFP.

Bank of America is eager to continue our partnership with the City and your Pro-Card Program. The City can continue to use your program as needed to ensure maximum practical use for any user the City designates. We will be pleased to review your current internal processes, how they relate to your current program setup, and make changes as needed to ensure the City's procure to pay process is efficient.

By way of our current relationship, the City has had the opportunity to utilize our Works application as your Card Management application. Solutions available through the Works application give you the control, spending visibility and functionality needed to seamlessly integrate cards into your procurement and accounts payable processes.

SCOPE OF WORK

II. General Description of Required Performance Outcomes

At a minimum, the Contractor must achieve and maintain the performance outcomes listed below, and consistent with performance standards agreed to by all parties through a contract as a result of this RFP. Offerors may also propose additional performance outcomes beyond those minimally stated.

If an award is made and a contract is implemented for Procurement Card (Pro-Card) services, the Contractor shall, through the term of the contract, enable the City to achieve several goals related to the use of Pro-Cards, including:

- **Maximum practicable use of the p-cards provided by Contractor to make relatively low dollar value, high volume purchases of goods and services.**

Bank of America will continue to support the City in managing your Pro-Card program as needed to ensure maximum practical use for any user the City designates and for any purchase deemed appropriate by the City. We would be pleased to review your current internal payment processes, how they relate to your current program setup, and make recommendations to the City to ensure the City's procure to pay process is efficient.

- **To the extent that Contractor can assure or enable adequate control and not add inefficiency, maximum practicable use of the pro-cards provided by Contractor to make higher dollar, non-contract purchases as well as higher dollar, contract purchases.**

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II. PROJECT UNDERSTANDING AND APPROACH

The City is currently using Bank of America's Card management application, Works®. Bank of America will continue to provide technology that will enable the City to assign adequate program controls without creating inefficiencies. Bank of America will partner with the City to add higher dollar contract and non contract purchases to your program. Works® patented Active Card Integration (ACI) makes features and products such as One Use Cards (Works® Card Shuffler) and ePayables, practical for the City to make higher dollar transactions while maintaining adequate controls. Bank of America realizes that control for high dollar payments encompasses many different product capabilities and process reviews. Highlights of Works® security features and settings available to the City include:

- Spend Monitors to assist with managing project funds/grants and contract purchases
 - Funds Pre-Approval Process
 - Declining Balance Card Issuance
 - Merchant Category Code (MCC) Restrictions and Transaction limits to purchasing authority
 - Flexible and Customizable Reporting
- **Soft dollar savings as a result of increased administrative efficiency and better resource allocation for central and departmental staff.**

Bank of America will continue to partner with the City and engage additional resources as needed to analyze your full procure to pay process. Bank of America's Optimization Consulting service is designed to help clients achieve higher levels of card utilization, efficiency, and soft dollar savings. We extend an invitation to participate in our optimization program. By way of our current partnership this will be offered at no cost to the City.

- **Hard dollar savings as a result of reduced maverick buying and enhanced information regarding purchases, such as, for example, standard reports of purchases broken out by vendor, industry code, and product/service code.**

As noted above, Bank of America's Optimization Consulting service is designed to help clients achieve higher levels of strategic card utilization. Benefits of our optimization include but are not limited to: (1) A quantitative and qualitative analysis of the City's account payable and procure to pay process, resulting in attainable strategies and tactics that translate into soft and hard dollar savings, (2) Reports that identify hard dollar savings potential broken out by vendor, industry category, and merchant category code, (3) A customized business case with realistic cost savings projections and recommendations supporting realistic growth opportunities, and (4) A formal project plan to track the implemented recommendations.

- **Internet-based/online program administration, including workflow processes that provide for efficient, economical, and effective:**
 - Card application and approval;
 - Creation of cardholder profiles (authorized limits, merchant category codes, etc.)
 - Transaction reporting;
 - Changes in cardholder profiles (permanent and by exception);
 - Card cancellation

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II. PROJECT UNDERSTANDING AND APPROACH

-The ability to create customized reports, using any data field in the system and export in an Access or Excel format

-New and replacement card requests

Via Works®, the City will continue to have the access required to fully manage your Pro-Card program. Among Works® many features and functions, the City will be able to:

- Enter new Cardholder Request online
 - Set spending parameters via new cardholder profiles. These profiles control credit limits, Merchant Category Codes, single transaction limits, and more.
 - View transaction data real time via Card Authorization Log
 - Real time cardholder profile changes permanently or on exception basis
 - Real time card cancelations
 - Works provides a number of standard reports within the following categories: Spend Review Reports, Account and Audit Reports, Card Administration Reports, Cardholder Reports, and Management Oversight Reports. Through the configurable reports feature available within the Works application, users can create new templates at any time by selecting from over 350 fields of data to determine the content and layout of reports based on their organization's needs. This data can be exported in Excel and CSV file format
 - Request replacement cards online
- **The capability for the City's Accounts Payable Division to reconcile the City's total expenditure on-line, and, to the extent feasible, to upload the reconciled transaction data directly from the electronic pro-card solution into the City's automated accounting system, through integration with PeopleSoft.**

Currently, the City is exporting transaction information from Works® and uploading the information into PeopleSoft; transaction reconciliation occurs within PeopleSoft. The City can continue to operate in this manner.

Though we understand the City's current process, should the City be interested, through the Works® application, Bank of America offers advanced reconciliation tools that enable the City to reconcile and process card transactions as they post. Users selected by the City may log into Works® and allocate the appropriate account codes. Coded transactions can then be exported for upload directly to PeopleSoft.

- **The capability for the Program Administrator to view on-line the account transactions of all participants for a minimum period of the previous twelve(12) months, to make changes online in real-time to existing accounts, verify current account balances, check payment status, and establish online new participant accounts.**

Works® is a self administration and reporting tool that supports real time program management and visibility. Works® will maintain two (2) years of transaction data online as part of the application. Bank of America will then store this information for an additional five (5) years offline. It is our recommendation that the City continue to download live application data regularly as part of your own internal data retention and security policies.

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II. PROJECT UNDERSTANDING AND APPROACH

Works functionality allows you to manage almost all aspects of your card program on-line, including card set-up, maintenance and closure, cardholder credit limit and single transaction limit changes and MCC code blocking and more. Since Works is connected directly to Total Systems (TS2), all changes are made in real time, except new or replacement card requests which are batched nightly. Account balance, real time available fund amounts, and cardholder payment status are found within the application as well.

- **The ability of the Program Administrator(s) to immediately process (override) rejected transactions either electronically or by phone.**

Via the Authorization Log in Works, the City Program Administrator has the ability to immediately review and determine why a cardholder/vendor transaction is being rejected. The Program Administrator can then take the appropriate action in Works real time, including increase of a credit limit, increase of a single transaction limit, or opening of a MCC code, to override rejected transactions.

Should a situation arise where the City Program Administrator is unable to resolve the matter within Works, Company Level Support (the City's dedicated Account Specialist, or Team Servicing) should be immediately contacted. Working with the Administrator, Company Level Support will ensure the transaction is successfully and expeditiously approved.

- **To the extent feasible, the capability for the Program Administrator to authorize or block purchases of goods or services. The City would prefer to have the ability to restrict cardholder spending in a variety of ways, including but not limited to Merchant Category Code (MCC) restrictions (ability to restrict types of vendors in general categories), , and spending limits (single, daily, monthly, number of transactions, etc.). The City would prefer to customize MCC restrictions as opposed to having to select from a general category of merchants.**

Works offers a variety of card controls to restrict card use and cash advances. The customizable and flexible profiles dictate cardholder restrictions and will provide the City with the ability to establish control parameters commensurate with a given cardholder's authority. These controls include but are not limited to:

- Restrictions on merchant or vendor type by Merchant Category Code (MCC)
 - Restrictions on general categories such as purchase, travel, and/or fleet
 - Single transaction dollar limit
 - Dollar limit by day, cycle, month, or budget
 - Authorization/transaction limits per day or cycle
- **Data capture and standard and custom reporting capabilities that meet the City's needs in the areas of financial management and control This includes the capability, to the extent feasible, for the City to efficiently authorize or block, track, and report procurement card expenditures without having to enter transaction data after-the-fact. Data fields to include at a minimum (contingent on the merchant's ability to pass data to Contractor):**
 - Cardholder name
 - Complete cardholder account number

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II. PROJECT UNDERSTANDING AND APPROACH

- **Cardholder ID (if used)**
- **Cardholder department name**
- **Transaction dollar amount**
- **Transaction tax amount**
- **Transaction total amount**
- **Transaction date**
- **Transaction posting date**
- **Contract number (via description field)**
- **MCC/SIC codes**
- **Vendor name**
- **Vendor TIN**
- **Vendor DUNS**
- **Vendor group identifier**
- **Other unique vendor identifier**
- **1099 status**
- **MWDBE status**
- **Reporting period date**

Transaction data flows nightly into Works® as merchants' process payments for settlement. The transaction details passed by the merchant vary according to the merchant's point of sale capabilities. If a merchant passes Level II or Level III data it will be available for review within the Works® application. At a minimum all transactions will include vendor name, cardholder name, total amount, transaction date, post date and MCC code.

If the vendor is passing Level II data, this will capture the tax information and distinguish between transaction and tax amounts. All line item details will be captured in Works® if the merchant supplies Level III information.

Some merchants pass such details as full address, TIN or DUNS number or MWDBE status. Because 1099/MWDBE information is vendor specific and Works® is the City's system of record for procurement card expenditures, Bank of America recommends the MasterCard Enhanced Merchant Reporting. Should the City choose to rebrand the program from MasterCard to Visa, Bank of America recommends Visa's Visa Information Management for 1099/MWDBE reporting.

The City currently has the group structure built in Works® which allows you to run reports at various levels including City, department, cardholder, etc. Works was built to accommodate the City's desired requirements including cycle date. All reports can be run according to that built-in "cycle" or any other reporting period that the City chooses.

All cardholders have a unique User ID associate with their card. The City is currently licensed to pull the full account number via select Administrator reports.

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II. PROJECT UNDERSTANDING AND APPROACH

Should the City choose to load a vendor table into Works® this will capture the City's assigned Vendor ID's.

- **Data capture and standard and custom reporting capabilities that enable the City to track the transactions with minority and small businesses. The City's needs in this regard include as much data captured as possible from card transactions for inclusion in reports of purchases from small and disadvantaged businesses. Those categories include minority-owned small business, woman-owned small businesses, and other small businesses.**

The City is currently using the MasterCard platform for your existing card program. Bank of America offers the MasterCard Enhanced Merchant Reporting System (EMR). EMR gives you access to reporting that includes: Total spending, Ticket size spending, Minority-owned spending, Woman-owned spending, Industry sector spending, Supplier spending, and Large ticket spending. Once your report is ready, the data can be saved to your desktop and used to create customized reports.

- **To the extent feasible, the ability and agreement of the Contractor to receive electronic payment from the City for services rendered through the program.**

The City currently pays the monthly statement electronically via ACH Debit. The City can continue the current payment terms, billing, invoicing and cycle dates as is in place today.

- **Maximum return to the City in the form of a rebate/revenue-sharing program.**

Rebate schedules are provided in the Compensation and Cost Data Section of the proposal.

- **The capability for the Program Administrator to issue ghost cards as well as conventional Pro-Cards.**

The Program Administrator can order and issue ghost cards and conventional Pro-Cards using the online application in Works.

- **Data capture and standard and custom reporting capabilities that enable the City to obtain as much data captured as possible from purchasing card transactions including vendor name, credit card number, cardholder name, date purchased, product description, amount paid, etc. This reporting capability should include the ability to download transaction data into common spreadsheet formats including MS Excel and/or Access.**

Through the configurable reports feature available within the Works application, users can create new templates at any time by selecting from over 350 fields of data, including vendor name, credit card number, cardholder name, date purchased, product description, amount paid, etc. Reports can be viewed online, printed, downloaded as Adobe PDF files, Microsoft Excel files, or Comma Separated Value files (CSV) that can be exported into standard reporting packages or commonly used applications like Microsoft Access.

- **Ability to use the City's existing hierarchy structure**
 - **Ability to define user access authority within the hierarchy**
 - **Ability to view the hierarchy through both a "tree view" and individual cardholder search.**

The Works® application can use a model of your organizations hierarchy structure and its members to determine user access rights, workflow routing, data visibility, reporting and policies. The application

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II. PROJECT UNDERSTANDING AND APPROACH

allows the creation of an arbitrary number of "groups," which can represent organizational units, departments, projects or approval routing points (e.g., a node through which all requests for IT equipment must pass).

Based on a person's role within your organization, they will be given the ability to view reports based on their scope of responsibility and position in the hierarchy.

- **A method should be available to screen cardholder activity for fraud patterns. If fraud is suspected, the contractor should contact the program administrator and not the cardholder to verify whether the transaction is legitimate and should be approved. The City requires that the program administrator always be notified in all cases and may require the contractor to work with their law enforcement agency, risk management staff and anyone else involved they require for fraud investigation. Cardholders do not have access to their account except through the program administrator and should never be contacted directly by the contractor unless permission is given by the program administrator on a case by case basis.**

Bank of America employs a rules-based fraud detection application system to aid in the early identification of fraud. This system proactively monitors account activity and alerts the fraud division to potential fraud. If fraud is suspected, Bank of America's security department may place a hold on the account pending verification that the card is in the authorized user's hands. In cases of fraud, the security department will contact the City's program administrator via phone to determine if the card is in the possession of the authorized user and will remove the hold if the card is being legitimately used.

For the fourth consecutive year, Bank of America achieved top overall honors in the annual Javelin Strategy & Research Card Issuers Identity Safety Scorecard Report. In this annual report, Javelin scores 25 of the nation's top credit card issuers against a benchmark of criteria for customer safety features essential to fraud prevention, detection and resolution.

- **A process must be available to dispute Merchant transactions should they fail to resolve the issue with the actual merchant. This ability should be available via phone, fax or the Internet.**

Please see attachment, "Steps for timely dispute resolution", for a detailed explanation of the dispute process and applicable timelines.

- **Maximum effectiveness, efficiency, and economy for card users.**

Bank of America will partner with the City to ensure your program is configured in the exact manner you desire. This will allow for maximum effectiveness and efficiency for your cardholders.

- **Maximum effectiveness, efficiency, economy, and control for agency administrators and managers.**

Bank of America will partner with the City to ensure your program is configured in the exact manner you desire. This will allow for maximum effectiveness and efficiency for your agency administrators and managers.

- **Maximum effectiveness, efficiency, economy, and control for the Procurement Card Administrator(s), including the ability to make changes immediately.**

Bank of America will partner with the City to ensure your program is configured in the exact manner you desire as well as continue to provide tools capable of real time changes, products and consultative

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II. PROJECT UNDERSTANDING AND APPROACH

services to the Program Administrator to ensure an effective, efficient, economic and well controlled program.

- **Maximum effectiveness, efficiency, economy, and control for the Finance Department, including the ability to migrate data seamlessly to the City's PeopleSoft program.**

Bank of America will partner with the City to ensure your program is configured in the exact manner you desire as well as continue to provide technology and expertise that will allow for effective, efficient, economical and controlled data transfer to the City's PeopleSoft program.

- **Support for the City's 1099 reporting requirements, the ability to identify each merchant's 1099/MWBE reporting status and sufficient information to report accordingly.**

The City is currently using the MasterCard platform for your existing card program. Bank of America offers the MasterCard Enhanced Merchant Reporting System (EMR). A state-of-the-art online reporting tool that easily and accurately tracks your organization's spending. EMR gives you access to all of your organization's Purchasing Card transactions (down to the individual transaction level), providing automatic and complete reporting with merchant data that can be used to assist with filing 1099s with the IRS. To ensure that the merchant data is accurate, the source for the EMR system, the MasterCard data warehouse is augmented daily. The EMR is refreshed on a monthly basis. All merchant data is reformatted to give you the best view of a merchant location. And erroneous data is cleaned and dropped completely. MasterCard also uses validated data supplied by Austin-Tetra, the respected industry leader of supply chain vendor management. Reports are offered in both Adobe Acrobat and as data files that can be easily manipulated. Cardholders can also access the Enhanced Merchant Data Reporting System and download all merchant information associated with their Bank of America MasterCard program.

With MasterCard's enhanced data, EMR delivers company-level reporting including: Total spending, Ticket size spending, Minority spending, Industry sector spending, Supplier spending, and Large ticket spending.

With its unique capability, the MasterCard Enhanced Merchant Data Reporting System provides robust Purchasing Card transaction detail, available 24 hours a day, 7 days a week. The data is available to be downloaded for the City's reporting needs.

- **Outstanding customer service, available 365 days a year, 24-hours a day.**

Bank of America, as the current provider, will continue providing exceptional service 365 days a year, 24-hours a day.

III. Contractor's Responsibilities

- **The Contractor must provide a central point of contact person(s) to ensure coordination of each Program, as well as individuals that have the necessary expertise to "trouble shoot" the provided solution.**

Bank of America will continue to provide a Card Account Manager for strategic support, growth and as an escalation point of your Pro-Card program. A Card Account Specialist will continue to be at the City's disposal for day to day servicing needs. In addition, Team Servicing and the Technical Helpdesk will continue to offer ongoing servicing and technical support.

Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

II. PROJECT UNDERSTANDING AND APPROACH

- **Offeror agrees that no data, information or distribution lists related to this contract may be sold or otherwise distributed by the offeror to a third party, including to any divisions owned by or affiliated with the offeror.**

Bank of America acknowledges and will comply with this request.

- **No information other than routine billing and statements shall be sent to cardholders without the prior written approval of the City.**

Bank of America acknowledges and will comply with this request.

- **Offeror agrees that all cards issued must require cardholder activation upon receipt (not be mailed "live").**

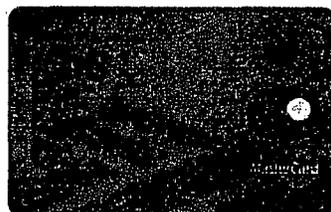
Bank of America acknowledges and will comply with this request.

- **Offeror agrees to assume responsibility for all charges, without a deductible, incurred after notification of lost, stolen or compromised / fraudulently used cards. Compromised / fraudulent use is defined as use of the card /account by a person other than the person to whom the card was issued. The City and contractor will mutually agree upon the method of notification.**

The City will not be liable for transactions resulting from unauthorized use (i.e. fraud / compromise) of a lost or stolen cardholder account as long as:

- Notice is given to Bank of America as soon as possible within the first 24 hours following discovery of the loss, theft or possible unauthorized use
 - You and your cardholder assist Bank of America in investigating facts and circumstances relating to the loss, theft, or possible unauthorized use
 - All account owners are afforded zero liability with the card if reported within 60 days from the statement date.
- **Provide a pro-card design that is compatible with the City's needs.**

The City is currently using MasterCard Purchasing Card stock with the City logo and a "For Business Use Only" imprint. If the City wishes to continue with this same design or set up a new design, Bank of America will accommodate the City's needs.



- **Provide access to services, via the Internet, to all program participants.**

Bank of America commits to providing access to card program services online to all participants the City deems appropriate.

II. PROJECT UNDERSTANDING AND APPROACH

- **Provide a toll free 24 hour, 365 day a year telephone number for customer service.**

Bank of America commits to continue providing toll free numbers to the City for all areas of customer support and service.

- **Complete on-site “Train the Trainer” training for the various levels of card program administration, necessary for the effective use of the procurement card program, including, but not limited to an internet-based maintenance tool and software program.**

Training for the Works[®] application is typically completed via teleconference in a “Train the Trainer” type format. Should the City require additional training sessions, we will be happy to accommodate. In addition to the teleconference training sessions, the City’s Card Account Manager will schedule Works[®] review sessions with administrators as requested.

- **Provide a custom or standard report that meets the data requirement of the Procurement Card Monthly Purchase Transaction log.**

Bank of America will work with the City to develop a report that will meet the City’s data requirements for the Procurement Card Monthly Purchase Transaction log.

- **Archive all transactions as historical information to be retained for seven (7) years.**

Bank of America will retain all transactions online within the Works[®] application for two (2) years. After this time, transaction data will be stored offline for an additional five (5) years for a total of seven (7) years of transaction history.

- **Implement a complete interface of the card solution(s) to the City’s PeopleSoft financial software, in order to permit uploading of transactional data.**

Bank of America will partner with the City to generate an export file of transactional data from Works for upload into PeopleSoft.

- **Provide a program that is free of annual fees or interest charges on current balances.**

Bank of America commits to a program with no annual fees or interest charges on current balances.

- **Provide a program that includes protection against identity theft such as red flag notification.**

Bank of America was ranked number one in a Javelin survey on Fraud protection. We commit to providing protecting the City to our best ability from identity theft and fraud. This includes but is not limited to proactive monitoring of all City accounts for suspicious transaction attempts.

IV. The City’s Responsibilities

- **Supply a Program Administrator as a central point of contact.**

Bank of America acknowledges this responsibility.

- **Supply cardholders with a Policies and Procedures Manual.**

Bank of America acknowledges this responsibility.

- **Supply cardholders with the necessary training.**

Bank of America acknowledges this responsibility.

Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

II. PROJECT UNDERSTANDING AND APPROACH

- **Seek to minimize fraudulent card use through security and other appropriate measures and actions.**

Bank of America acknowledges this responsibility.

- d) **Proposed processes for disputed charges, including a description of the City's liabilities and any interest implications, turnaround time for resolving disputes, and whether the City will accrue any interest charges or fees of any kind while a matter is under review.**

Please see attachment, "Steps for timely dispute resolution", for a detailed explanation of the dispute process and applicable timelines.

The City is set up for provisional credit which means that the City will not be held responsible for payment of the disputed item until the dispute is resolved. Bank of America will not charge interest for disputed amounts. Upon formally issuing a chargeback of dispute, the transaction is deducted from the account's statement/processing history for that cycle and the merchant's account is debited.

- e) **Proposed service quality program to include contingency plans in case of failure of any business partners to provide service and/or to jeopardize the integrity of the Program.**

Procedures are in place for all aspects of disaster recovery: immediate emergency response, failure assessment, backup activation, backup operations and primary site restoration.

Our status, plans, and procedures are reviewed periodically by the National Bank Examiners and meet, or exceed industry standards.

In case of an emergency at our Corporate and Commercial Card Services Center in Norfolk, all operations would be diverted to our Card Campus in Phoenix, Arizona. There is also a secondary operations center in Spokane, Washington. The normal processing functions of the Corporate and Commercial Card Services division will be operating within seventy-two hours. Alternate mail and courier routes have also been established in the event that normal routes are disrupted following a disaster.

The Works Disaster Recovery Plan (DRP) is maintained by Works' Service Delivery department based on policies and procedures established by the Works Security Board. The Security Board has representation of each of the critical business areas involved with the Works service. The prioritization of the business processes and which business processes are first to be restored during a disaster are decided during quarterly reviews of the DRP. The DRP itself is kept offsite for safekeeping along with the backup tapes needed for restoration.

Works maintains a backup electrical power system for both the primary SunGard data center in Austin, TX and the DR data center in Kingston, NY includes an uninterruptible power supply (UPS) module, batteries, and a turbo-charged diesel generator. Environmental controls have been installed to protect both the SunGard and Kingston data centers.

- f) **Provide a complete description of the implementation / conversion process, including timeline for commencement / transition.**

One of the City's benefits in remaining with Bank of America is that a full implementation is not necessary for the City to maintain and exceed previous program savings. This will save the City much time, resources, and effort in exiting one program and setting up another. However, Bank of America realizes that the City may wish to take this opportunity to incorporate additional features and services closely related to your current Pro-Card program such as ePayables and One Use Cards.

Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

II. PROJECT UNDERSTANDING AND APPROACH

Should the City wish to reengineer a portion of, or your entire program, Bank of America stands by to aid the City through the Implementation process.

Please see attachment, "Works implementation Timeline" for a detailed explanation of the implementation phases and timeline.

g) Describe implementation tasks (roles & responsibilities) for agency Program Administrators, cardholders, approving officials, Accts. payable/It Staff, etc.

Bank of America has enjoyed partnering with the City in managing your Pro-Card program. Due to Bank of America being the incumbent, a full implementation guide is not necessary for the City to continue reaping the benefits of Card. This also is beneficial as the City will not lose any momentum in Card expansion and evolution efforts.

However, should the City seek to reengineer a portion of or the entire Pro-Card program, we will follow the below Implementation Summary that outlines roles & responsibilities. "City" means any one or a combination of the following including: Program Administrator, AP, IT, Purchasing cardholders, etc.

Commercial Card Program Implementation Summary	
PHASE ONE – Planning /Project Overview (5-10 days)	
1. Obtain Corporate Management Sponsorship; Complete Program Introduction Questionnaire	City
2. Determine current costs; begin Accounts Payable and Cost/Benefit Analyses; develop Communication Plan	City
3. Assign Program Administrator, Alternate PA(s) and cross-functional PA Team	City
PHASE TWO – Interview and Analysis (2-4 days)	
1. Schedule Kickoff, confirm objectives and participation/structure, determine scope of program	City / Bank of America
2. Review Analyses, communication and measurement criteria	City / Bank of America
3. Review Processes: purchasing, A/P, GL Account Code and Reconciliation	City / Bank of America
4. Determine: Tax Solutions, Receiving Solutions, Software Requirements	City / Bank of America
PHASE THREE – Recommendations Using "Best Practices" (5-10 Days)	
1. Determine Pilot Program (Initial Cardholder Groups)	City / Bank of America
2. Finalize: Account Coding; Cardholder reconciliation; Reporting needs; Cardholder Authorizations; Audit Code Defaults; Hierarchy; Payment method	City / Bank of America
3. Determine: Issuance Date; Cardholder Training and materials	City / Bank of America
4. Discuss BA Merchant Services/Determine Key Suppliers	City / Bank of America
5. "Sign Off" on Program Design & Action Plan	City / Bank of America
PHASE FOUR - Program Setup (30 days)	
1. Logo: Design approval; production test; sign off	City
2. Complete Setup Forms	City
3. Determine: Cycle Date; Demand Deposit Acct or transit routing number	City / Bank of America
4. Complete Cardholder Manual and Agreement;	City
5. Set-up data endpoint; order, install, train on software	City / Bank of America
6. Launch Pilot Program; Monitor Use; Develop Reports	City / Bank of America
7. Conduct "Train the Trainer" Sessions; Receive and Distribute Cards; Collect Cardholder Agreements	City / Bank of America
8. Develop Interface File Format (if needed) and Test	City's IT / Bank of America
PHASE FIVE – Account Management and Evaluation (ongoing)	
1. Review Card Usage, Reporting, Accounting and Reconciliation Processes	City/ Bank of America
2. Cardholder Survey	City
3. Review and Re-Evaluate Goals and Objectives	City / Bank of America
4. Determine Current Costs and Provide Status to Mgmt.	City / Bank of America

Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

II. PROJECT UNDERSTANDING AND APPROACH

- h) Identify the bank issuing the cards proposed and whether it is VISA, MasterCard, American Express, Discover Card or other.**

The City currently uses MasterCard for their Bank of America Pro-Card program. Should the City desire to move to a Visa product, Bank of America is open to this change.

- i) Provide information on any other support services or other value added services you offer Program administration and/or cardholders.**

Bank of America has engaged in discussions with the City to explore our accounts payable card solution, ePayables. As a compliment to this automated solution for recurring payments, we also recommend One Use Cards to capture one time vendor payments, Works Card Shuffler.

Please see attachment "Value Added Services" for a detailed explanation of these and additional value added services offered to the City.

Response to City of Peoria, Arizona
 RFP for Procurement Card Services #P09-0056

III. COMPENSATION AND COST DATA

III. COMPENSATION AND COST DATA

Include, but do not limit to the following information:

- a) Provide any and all costs that would be associated with the Pro-Card program you are proposing, as well as a detailed explanation of any rebate/revenue-sharing programs being offered as an element of such program.

ELECTRONIC PRODUCT FEE SCHEDULE

<i>Internet Application Options:</i>	
Works Solution *\$1,000,000 Annual Spend Threshold	Fee Waived
Visa VIM with Workflow	Fee Waived
MasterCard Smart Data Online	Fee Waived
Visa Information Management Solution (VIM) Reporting – (for 1099 reporting if needed)	Fee Waived
MasterCard Enhanced Merchant Reporting (EMR) – (for 1099 reporting if needed)	Fee Waived
<i>Custom Interface:</i> (*With Works Ad Hoc Reporting – Never had client need this)	
<i>Interface warranty period of 1 year</i>	
Development	\$150.00 per hour
Maintenance	\$150.00 per hour
<i>Standard Electronic File Delivery Options:</i>	
EDI 811	Delivery Fee Waived
Statement Billing File	Delivery Fee Waived

Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

III. COMPENSATION AND COST DATA

SCHEDULE OF REBATES

Rebate Definitions:

"Calculation Period" means, initially, the 12 consecutive month period commencing sixty (60) days after Bank of America receives a fully executed original of the Agreement and thereafter, each subsequent 12-month period.

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

"Grace Days" means the number of days from the statement date that payment is due.

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

"Rebate Multiplier" means the multiplier corresponding to the Transaction Volume and Cycle and Grace Days as set forth in the Standard Rebate Multiplier Table and the multiplier corresponding to the Average Large Ticket Transaction Size and Cycle and Grace Days set forth in the Large Ticket Interchange Transactions Table below.

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

"Average Large Ticket Transaction Size" means the arithmetic mean of all Large Ticket Interchange Transactions billed during a Calculation Period.

"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 pursuant to this Rebate Schedule.

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

Rebate Conditions:

The program must meet the following conditions in order to qualify for a rebate:

- (i) During the Calculation Period, Client and participating affiliates 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;
- (ii) Neither Client nor participating affiliates has breached any obligation, covenant, representation or warranty contained in the Agreement;
- (iii) For the Calculation Period, and Transaction Volume is at least \$350,000.

Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

III. COMPENSATION AND COST DATA

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 shall pay a rebate to Company, which shall be calculated at the end of the Calculation Period in accordance with the respective Multiplier Tables for Standard and Large Ticket Interchange Transactions and using the following equation:

$$(\text{Transaction Volume for Standard Transactions} \times \text{Rebate Multiplier}) + (\text{Transaction Volume for Large Ticket Interchange Transactions} \times \text{Rebate Multiplier}) - \text{Total Credit Losses}$$

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 participating affiliates.

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 if the rebate conditions have not been met.

STANDARD MULTIPLIER TABLE and LARGE TICKET MULTIPLIER TABLE

Qualified Standard Ticket Transactions		Cycle days	7/14/30	14/30	30	30	30
Excludes Large Ticket		Grace days	3	7	14	20	25
Annual Volume							
\$1,000,000	\$1,999,999		92	88	83	75	70
\$2,000,000	\$2,999,999		97	93	88	80	75
\$3,000,000	\$4,999,999		122	118	113	105	100
\$5,000,000	\$7,499,999		126	122	117	109	104
\$7,500,000	\$9,999,999		129	125	120	112	107
\$10,000,000	\$14,999,999		132	128	123	115	110
\$15,000,000	\$19,999,999		134	130	125	117	112
\$20,000,000	\$29,999,999		135	131	126	118	113
\$30,000,000	\$39,999,999		136	132	127	119	114
\$40,000,000	\$49,999,999		137	133	128	120	115
\$50,000,000	\$59,999,999		138	134	129	121	116
\$60,000,000	\$74,999,999		139	135	130	122	117
\$75,000,000	\$99,999,999		140	136	131	123	118

Large Ticket Interchange		Cycle Days	30	30	30	30	30
Qualified Transactions		Grace Days	3	7	14	20	25
Annual Volume							
\$0	\$1,499,999		31	27	20	15	10
\$1,500,000	\$4,999,999		41	37	30	25	20
\$5,000,000	\$19,999,999						21
\$20,000,000	+						22

Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

III. COMPENSATION AND COST DATA

b) Any fees not directly related to the card program (late payment, rush fees, etc). must be delineated herein.

GENERAL PRODUCT FEE SCHEDULE

Payment Method and applicable fee:	Electronic Payment – No Fee
Annual Card Fee (Per Card):	Fee Waived
Late Fee: Assessed if full payment is not received by Payment Due Date. <u>Central Bill Accounts:</u> Minimum \$250.00, Maximum \$3,500.00	2.5% of the total balance due \$29.00 per occurrence
<u>Individual Bill Accounts:</u>	
Periodic Finance Charge:	Prime Rate + 1.00%
Cash Advance Fee: Minimum \$5.00, no maximum	2.00% of transaction amount
Over limit Fee: <u>Central Bill Accounts:</u> Assessed when Aggregate Charge Limit is exceeded.	Fee Waived
<u>Individual Bill Accounts:</u> Assessed when any Card Limit is exceeded.	NA
Returned Payment Fee:	\$29.00 per occurrence
Copy Fee:	\$3.00 per copy
Logo Fee:	Logo Card Fee Waived
Unique Card Design Fee:	Custom Card Not Selected
International Transaction Fee:	1% of the U.S. Dollar amount

SELECTION OF SETTLEMENT PERIOD

Indicate the Settlement Period or number of days after the statement closing date within which payment is due.	3, 7, 14, 20 or 25 day settlement period
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Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

III. COMPENSATION AND COST DATA

V. Rebate Proposal

Offerors are invited to offer rebates based on the combined annual spend of the City of Peoria using Exhibit 1 and/or as a member of a cooperative pool with other agencies. This rebate does not have to be fixed but can be dependent upon the level of annual spend; i.e. 1% based on annual spend of \$1 million; 1.5% based on annual spend of \$1.5 million, etc. Offerors may also propose rebates based on a combination of annual spend and average transaction amount or any other verifiable measures. In any event, the milestones required for achieving rebates must be clearly identified / explained in the rebate proposal. If anything is contingent upon mutual agreement such as reducing the billing cycle turnaround time, that must also be clearly noted. However, the base proposal must be prepared assuming the billing cycles will remain monthly. The current billing cycle is from the 5th day to the 4th day of each month.

STANDARD MULTIPLIER TABLE and LARGE TICKET MULTIPLIER TABLE

Qualified Standard Ticket Transactions		Cycle days	7/14/30	14/30	30	30	30
Excludes Large Ticket		Grace days	3	7	14	20	25
Annual Volume							
\$1,000,000	\$1,999,999		92	88	83	75	70
\$2,000,000	\$2,999,999		97	93	88	80	75
\$3,000,000	\$4,999,999		122	118	113	105	100
\$5,000,000	\$7,499,999		126	122	117	109	104
\$7,500,000	\$9,999,999		129	125	120	112	107
\$10,000,000	\$14,999,999		132	128	123	115	110
\$15,000,000	\$19,999,999		134	130	125	117	112
\$20,000,000	\$29,999,999		135	131	126	118	113
\$30,000,000	\$39,999,999		136	132	127	119	114
\$40,000,000	\$49,999,999		137	133	128	120	115
\$50,000,000	\$59,999,999		138	134	129	121	116
\$60,000,000	\$74,999,999		139	135	130	122	117
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Large Ticket Interchange		Cycle Days	30	30	30	30	30
Qualified Transactions		Grace Days	3	7	14	20	25
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\$1,500,000	\$4,999,999		41	37	30	25	20
\$5,000,000	\$19,999,999						21
\$20,000,000	+						22

IV. CORPORATE EXPERIENCE AND CAPACITY

IV. CORPORATE EXPERIENCE AND CAPACITY

(5 pages)

Include, but do not limit to the following information:

- a) **Provide information, which documents your firm's and if applicable, any subcontractor's qualifications to produce the required outcomes and fulfill the required responsibilities of the program offered, including its/their ability, capacity, skill, financial strength, and number of years of experience in providing the required services.**

Bank of America is one of the world's largest financial institutions, with over \$1.8 trillion in assets. Our annual earnings in 2008 were \$4 billion. The new Bank of America was formed in 1998 through a merger between the California-based BankAmerica Corporation and NationsBank of North Carolina. These two predecessor companies have beginnings that date back more than 150 years.

Bank of America, N.A. is a fully qualified depository for public funds and is a wholly owned subsidiary of NB Holdings Corporation, which is a wholly owned subsidiary of Bank of America Corporation. Bank of America N.A. is a National Association chartered under the Authority of the Office of the Comptroller of the Currency (OCC), and is authorized to do business in all states within the United States. Additionally, Bank of America is a member of the Federal Reserve System and insured by the Federal Deposit Insurance Corporation (FDIC) with access to a full complement of services.

Bank of America's commitment to the card market began in 1958 when we introduced the BankAmericard that eventually became Visa. Since then, we have met the needs of our clients and the industry by offering the Corporate Purchasing and Corporate Travel Cards in 1994 and the Corporate Card (our one card solution) with purchasing, travel and entertainment, and fleet capabilities) in 1998. Bank of America has 185,534 employees domestically and 197,813 worldwide. As the premier corporate and commercial card provider domestically and internationally, Bank of America's card division services a range of clients. The Bank of America customer list is comprised of a variety of industries including government, technology, manufacturing, entertainment, utilities, service organizations, consumer product retailers, health care, financial services, agri-business, industrial, computer, timber, communications, automotive and many others. In addition to the information provided above, Bank of America is proud of its ranking as the largest provider of corporate and commercial cards to the public sector.

As of October 2005, Bank of America acquired Works, Inc. as a wholly owned subsidiary. Works was established in 1997 and is based in Austin, TX. Works was venture-funded by Trellis Partners and Adams Capital Management.

Bank of America and Works have specific service level agreements and relationship specification to insure that a high level of service and quality is delivered to our clients using the Works applications.

Bank of America partners with Total Systems Services, Inc., (TSYS®) for company, cardholder, and merchant processing. TSYS® has been the primary processor of card transactions for more than twenty years.

Response to City of Peoria, Arizona

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IV. CORPORATE EXPERIENCE AND CAPACITY

In 2002, TSYS® launched TS2, an integrated, option-driven processing system, combining an IMS database structure with DB2 tables to provide continuous online access to account information and true account-level processing. In 2003 and after a year of testing, Bank of America was the first Issuer to migrate our clients to the new TS2 platform. Other major Issuing Banks will soon convert to the TS2 platform.

TS2 offers Bank of America a strategic technology advantage: The architectural design of TS2 removes the system constraints typical of legacy systems. TS2 offers Bank of America the flexibility to quickly respond to market demands, helping differentiate their products from the competition. Bank of America is able to capitalize on meeting client demands, while avoiding inappropriate exposure to risk.

b) Provide information regarding all personnel who will be involved in the management of the services to the City.

Account Manager – David Randolph and Holly Campbell	Supported by the National Account Management Team
<p>David Randolph and Holly Campbell are the City's Card Account Managers and will continue to partner with the City to introduce new Card strategies to extend working capital, increase soft dollar savings regarding the City's payment processes, and fully optimize your program to full potential (resulting in increased hard dollar rebate payments). One of these products is ePayables. David and Holly will also ensure the City is up to date on the latest Card Industry trends, technology, and best practices. David and Holly function as a consultative resource, who will assist you in meeting and exceeding measurable goals critical to the success of your card program. Additionally, they will serve as a point of escalation for program issues.</p>	
Company Level Support	Team of Account Specialists
<p>Company Level Support included Robbie Rankin, your Card Account Specialist and Team Servicing: a team of Account Specialists available toll-free, Monday through Friday for Program Administrator(s) assistance. Calls received after business hours are routed to the Customer Call Centers. Cardholders may continue to call customer service, which is available 24/7.</p>	
Bank of America Technical Help Desk	Team of dedicated to providing technical assistance
<p>The Technical Help Desk provides technical support for your program. They will provide technical support throughout the life of your contract by assisting with any technical problems that you may encounter: The Technical Help Desk can be reached Monday through Friday from 5:00 a.m. to 6:00 p.m. PST.</p>	
Bank of America Toll-Free 7x24x365 Customer Call Center	Team providing cardholder and basic administrative assistance
<p>Bank of America's customer service representatives assist with cardholder inquiries. The Program Administrator or cardholders may call our domestic toll-free number anytime regarding various queries including cardholder complaints, receipt of payment, disputes, and lost or stolen cards. For international customer service, your cardholders will be provided with our collect numbers for toll-free assistance. Your cardholders will have the opportunity to access Bank of America's customer service representatives toll-free and directly, thereby bypassing the automated Voice Response Unit (VRU).</p>	

Response to City of Peoria, Arizona RFP for Procurement Card Services #P09-0056

V. CUSTOMER LISTING / REFERENCES

V. CUSTOMER LISTING / REFERENCES

(2 Pages)

- a) Provide a listing of at least three (3) governmental customers during the past three years for Procurement Card Programs of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include at a minimum yearly spend, number of active cards, average transaction size and specific contact information.

Bank of America is pleased to provide the following references of public sector clients which are similar in size and scope to the City.

City of Austin, TX	
Contact Person / Title	Mike Benson, Financial Manager
Email	mike.benson@ci.austin.tx.us
Telephone Number	512-974-2032
Client Since	1997
Annual Spend	\$12MM
Number of Active Cards	600
Average Transaction Size	\$264

City of Chandler, AZ	
Contact Person / Title	Sharon Brause - Purchasing - Procurement Officer
Email	sharon.brause@chandleraz.gov
Telephone Number	480-782-2407
Client Since	2000
Annual Spend	\$2.5MM
Number of Active Cards	340
Average Transaction Size	\$134

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V. CUSTOMER LISTING / REFERENCES

City of Surprise, AZ	
Contact Person / Title	Art Urquidez, Purchasing Manager
Email	aurquidez@surpriseaz.com
Telephone Number	623-222-3720
Client Since	2001
Annual Spend	\$2.4MM
Number of Active Cards	167
Average Transaction Size	\$237

City of Flagstaff, AZ	
Contact Person / Title	Ann Marie Fisher, Senior Buyer-Purchasing Division
Email	afisher@ci.flagstaff.az.us
Telephone Number	928-779-7685 x7301
Client Since	2001
Annual Spend	\$2.6MM
Number of Active Cards	165
Average Transaction Size	\$191

Town of Buckeye, AZ	
Contact Person / Title	Haydee Nora, Purchasing Agent
Email	hnora@buckeyeaz.gov
Telephone Number	623-349-6123
Client Since	2004
Annual Spend	\$1.4MM
Number of Active Cards	118
Average Transaction Size	\$185

VI. ACCEPTANCE OF CONDITIONS

(as required)

- a) **Indicate any exceptions to the general terms and conditions of the RFP, the insurance requirements, the Contract for Services, and any other requirements listed in the RFP.**

Bank of America is excited about the relationship we have with the City to meet your procurement card needs. We have reviewed the Sample Contract and the RFP in its entirety and are fully prepared to deliver services in support of the City. Upon review, there are some areas that we would like to further discuss and mutually negotiate with the City.

Purchasing Card Agreement:

The Bank of America's Purchasing Card Agreement, including Schedules A, B and C, needs to be an integral part of the Agreement between the Bank and the City for the proposed services. The Bank's Purchasing Card Agreement format is attached. The Bank understands the City's concern to control the number of documents that compose the final contract for its purchasing card program. However, as the City's contract does not fully address the roles and responsibilities of both parties under a card program, the Bank needs to advise that if awarded the bid, it will require certain provisions, including those specifically referenced in this response, to be incorporated into the final contract. The Bank's Purchasing Card Agreement, including the Schedules, as negotiated with the City, shall govern in the event that it conflicts with the terms of the RFP.

Standard Terms and Conditions:

Item 3 - Applicable Law

The contract is made in Arizona. The contract will be governed by the laws respecting national banking associations and, to the extent not so covered, by the laws of the State of Arizona, except that the laws of the State of Delaware shall apply with respect to the Bank's lending, purchase card issuance and related responsibilities, regardless of where the parties reside or where a cardholder uses the account at any time.

In accordance with federal law and Bank of America's practice, the Bank complies with the Immigration Reform and Control Act of 1986 and employment with the Bank is contingent on the successful completion of the I-9 verification process. The Bank does not knowingly employ any individuals in the United States who are not legally authorized to work in the United States. Employment with the Bank is also contingent upon a satisfactory background check, including a criminal history background check. The Bank does not hire applicants with convictions for FDIC regulated offenses (such as robbery, forgery, credit card fraud, and money laundering), felony crimes of violence, felony convictions, any crimes against children, and the illegal manufacture, sale, distribution of or trafficking in controlled substances, among other crimes. In addition, as part of the Bank's background check process, the Bank conducts an employment history check and verifies an applicant's education history. For associate confidentiality reasons, the Bank generally does not disclose the personnel records of its associates to third parties. However, there are concerns about an individual's eligibility to perform work in connection with the contract, please contact the client manager who will investigate and respond to your concerns.

Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

VI. ACCEPTANCE OF CONDITIONS

Item 12 - Assignment - Delegations

Bank of America does not anticipate assigning, conveying or transferring any rights, obligations or interest under this contract. However, should it become necessary, Bank of America reserves the right to make these business decisions in the best interest of our clients, and reserves the right to do so without the client's written consent. Further, the Bank generally reserves the right to assign to a Bank of America affiliate without consent. While the Bank would certainly discuss with the City 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, the Bank would propose that the Bank have the ability to assign the contract to another Bank of America affiliate. Further, as a federally chartered national banking association, any successor institution must assume (by law) our rights and responsibilities. This is not dependent upon a client's agreement.

Item 15 - Indemnification

The City has provided in section 15 of the Standard Terms and Conditions that the Bank must indemnify and hold the City harmless, to the fullest extent permitted by law, from and against any liability relating to the Bank's services under the agreement through which it provides any Purchasing Card products or services. The Bank cannot agree to provide the indemnity that is contained in this section except in the event of the Bank's gross negligence or intentional misconduct. This section is subject to and must be consistent with the Limitation of Liability section of the Purchasing Card Agreement. The second option would be to consider mutual non-indemnification. Bank of America would like to work towards mutually acceptable language.

Item 19 - Right to Audit Records

The Contractor agrees that the records that pertain to the services provided under the contract can be audited by the City, provided, however, that prior written notice of the audit is given and no more than one audit is conducted during any twelve (12) month period.

Item 20 - Right to Inspect Plant

The Contractor agrees to this item and further Bank of America, in accordance with applicable regulations, complies with regulatory agencies in response to and cooperation with onsite reviews. We confine access to our facilities by regulatory agencies and work to answer any questions they may have.

Special Terms and Conditions:

Item 24 - Insurance Requirements - 3rd paragraph - Bank of America's insurance policies are primary and non contributory to the City's insurance policies only as it relates to the bank's own negligence arising out of the bank's performance of services and rights and obligations under this agreement. Bank of America can not endorse its policies to provide that the coverage afforded shall be primary and not on an excess or contributing basis with any policy which may be available to the City.

5th paragraph - Bank of America and its insurers can not agree to waive its rights to subrogate.

7th paragraph - Bank of America agrees to provide the City with certificates of insurance as evidence of insurance coverage. However, the bank's insurance policies are confidential and can not be shared with third parties.

Response to City of Peoria, Arizona

RFP for Procurement Card Services #P09-0056

VI. ACCEPTANCE OF CONDITIONS

8th paragraph - Bank of America agrees to name the City as additional insured on its General Liability insurance policy only.

Item 25 - Required Insurance Coverage

a. Commercial General Liability - Bank of America maintains a General Liability Insurance Policy up to \$2,000,000 for bodily injury, death, and property damage but, currently self insures products and completed operations as well as personal and advertising injuries coverage.

Bank of America reserves the right to self-insure any lines of coverage in the future and it is mandatory that you please insert the following language into the contract at the end of all insurance requirements:

e. All Coverages - Bank of America reserves the right to obtain all insurance required in this contract through a program of self-insurance.

Item 26 - Certificates of Insurance

Bank of America maintains a Professional Liability policy which meets the limits required in the RFP. This policy is written without a retroactive date and does not provide extended reporting period to include "run-off" coverage for 1 year following completion of the services performed. However, it is the bank's intent to annually renew all coverages as required per this contract agreement.

Bank of America's insurance policy "cancellation clause" as indicated on our certificate of insurance ensures the bank's issuing insurance carrier will *endeavor* to mail thirty (30) days written advance notice for policy cancellation to named insured and certificate holder.

Item 27 - Cancellation and Expiration Notice

Bank of America's insurance policy "cancellation clause" as indicated on our certificate of insurance ensures the bank's issuing insurance carrier will *endeavor* to mail thirty (30) days written advance notice for policy cancellation to named insured and certificate holder.

Please see attached certificate of insurance as evidence of the bank's coverage.

VII. QUESTIONNAIRE

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No XX.

If yes, please provide details and documentation of the certification.

Please indicate below any exceptions to the terms and conditions or requirements of this RFP:

VIII. ATTACHMENTS

- A. Client Team Resumes
- B. Steps for Timely Dispute Resolution
- C. Works Implementation Timeline
- D. Value Added Services
- E. Equal Employment/Affirmative Action Policy
- F. Corporate Purchase Card Agreement
- G. Certificate of Insurance

CITY OF PEORIA CLIENT TEAM

Client Management Team

Larry Glandon	
Bank Title	Senior Vice President Senior Client Manger
Location	201 E. Washington St, 22nd Floor, Phoenix, AZ 85004
E-mail	larry.d.glandon@bankofamerica.com
Telephone	602.523.6263
Summary of Qualifications	<p>Larry Glandon is a Senior Vice President for Bank of America's Government and Education Group, based in Phoenix, Arizona. He is responsible for leading the bank's efforts for the public sector, including state and local governments, municipal utilities, special districts, and public education. In addition to his expertise in working with government and education, he has extensive experience in middle market and large corporate financial services. Larry has worked with Bank of America's portfolios across the globe, including Latin America, Asia, and Europe. Most notably, Larry worked on positioning Bank of America and the financial exposure associated with the reunification of Hong Kong to China in the mid 90's. Recognized for his leadership, Larry is a recipient of Bank of America's Award of Excellence (top recognition award of Bank of America). He received a B.A. with honors from Central College in Pella, Iowa, and an M.B.A. with Distinction from DePaul University in Chicago, Illinois. Mr. Glandon has been with Bank of America for over 15 years. Boards and community involvement includes: Valley of the Sun YMCA – Board Member and Finance Committee, Greater Phoenix Chamber of Commerce - Board Member, former Executive Committee and Vice Chairman of Downtown Revitalization, Technical Review Panel – Arizona Charter School Board, Principal for a Day – City of Phoenix, Copper Canyon Elementary – Volunteer, Government Finance Officer's Association, and Arizona Government Finance Officer's Association.</p>
Responsibilities	<ul style="list-style-type: none"> • Responsible for the delivery of a positive and seamless client experience. • Lead and coordinate the delivery of the full capabilities of Bank of America to meet clients' strategic plans.

Dawn Haddock	
Bank Title	Vice President Treasury Product Delivery Officer
Location	201 E. Washington St, 22nd Floor, Phoenix, AZ 85004
E-mail	dawn.e.haddock@bankofamerica.com
Telephone	602.523.4113
Summary of Qualifications	Dawn will manage the City's Treasury Management relationship and support your efforts to implement an efficient and effective treasury solution. Dawn is a Treasury Management consultant responsible for developing and implementing cash management strategies for government clients throughout Arizona, New Mexico and Utah. She began her banking career in San Francisco with Bank of America in 1998. She has worked with various specialized industries groups including bankrupt, correspondent banks and fortune 500 global companies since 1998. She attended the San Marcos California State University.
Responsibilities	<ul style="list-style-type: none"> • Cash Management Consulting and Expertise • Cash Management Solutions

Aletia Ligon	
Title	Assistant Vice President, Senior Sales Support Associate
Telephone Number	602.523.2196
Email	aletia.Ligon@bankofamerica.com
Address	201 E. Washington St - Phoenix, AZ 85004
Summary of Qualifications	<p>Aletia Ligon has more than 15 years of service with Bank of America and its predecessors. She spent 14 years in the Consumer Bank and the last year in the Government Banking area. During this time she progressed from a teller position through several promotions to her present position. Her duties have ranged from management responsibility for banking center operations with 5 to 20 staff members to providing support to senior officers of the Government Banking division. Her current role as Sr. Sales Support Associate consists of supporting and enhancing efficiency of service to State government clients.</p> <p>As a Sale Support Associate to the Government Team, Aletia Ligon performs administrative and client service support for Treasury Management, Deposit Accounts, Warrants and Merchant Services for all of the government relationships throughout Arizona exclusively for Commercial Government Banking.</p> <p>Aletia's role is to act as a liaison between the client manager and the University as her primary role is to ensure customer satisfaction. Aletia has 15 years of bank operations and customer service experience with Bank of America.</p>

Card Management Team

Holly Campbell	
Bank Title	Vice President Card Account Manager
Location	201 E. Washington St, 22nd Floor, Phoenix, AZ 85004
E-mail	holly.campbell@bankofamerica.com
Telephone	602.523.2410
Summary of Qualifications	The designated Account Manager for the City, Holly will provide strategic program design, development and direction upon completion of implementation throughout the life of your program with Bank of America. Holly will be the key communications contact to ensure that overall customer satisfaction and The Bank of America Card Program meets the needs of the City. Holly functions as a consultative resource, keeping the City updated on our most recent product innovations, as well as new trends in the Card industry, networking, and benchmarking with other similar types of accounts. Additionally, Holly will serve as the City's first point of contact for any program issues and will provide constant monitoring and regular reporting to help ensure that your program is running as efficiently as possible.
Responsibilities	<ul style="list-style-type: none"> • City's Point to Contact • City's Card Account Manager for municipalities which includes cities, counties, universities, school districts and other related agencies.

David Randolph	
Bank Title	Assistant Vice President Card Account Manager
Location	201 E. Washington St, 22nd Floor, Phoenix, AZ 85004
E-mail	david.a.randolph@bankofamerica.com
Telephone	602.523.6996
Summary of Qualifications	David has over 13 years of experience in consulting, managing, and growing consumer, public and private sector clients Banking and Corporate Card relationships. David has worked with State, County and City governments as well as mid sized to large commercial clients integrate banking services and Corporate Card products in order to streamline payment and collection processes, manage Card programs, grow Card spend, and support clients in their revenue related goals. This has included strategic consulting with Card client's to analyze their current processes, goals, and needs and executing plans to reach their target environment while maximizing hard dollar and soft dollar savings. David was educated at the University of Phoenix's School of Business and Management. David will serve as the Card Account Manager and will be responsible for ensuring the City reaches its full potential in Card benefits as well as bring the City industry updates to continue refining your Card program.
Responsibilities	<ul style="list-style-type: none"> • As a Card Account Manager, David's role is to be a strategic resource to optimize and grow your Card programs to maximize soft dollar savings, maximize hard dollar rebate, extend organizations' working capital, and ensure your program is as secure as possible. Card Account Managers also act as a point of escalation for servicing.

Steps For Timely Dispute Resolution

This is intended as a guide to assist you with completing a dispute form. A dispute is a legal process.

1. The fastest way to resolve a problem with a purchase or transaction is to work directly with the merchant.

2. If you can't resolve the issue with the merchant, you must initiate a dispute with Bank of America within 60 days of the close of the billing cycle in which the transaction occurred.

3. To file a dispute, complete the Commercial Card Claims Statement of Disputed Item (Dispute Form) form. This form can be completed on paper or through Works, our web-based reporting tool. Make sure you have completed the form accurately and legibly. Answer each question completely – all information is required. If you do not provide all the information requested, the Claims Department will contact the person filing the dispute for the information, delaying the resolution of the dispute.

- Company Name – the name of organization you work for.
- Account Number – the 16-digit credit card account the dispute relates to.
- Cardholder Name – the name on the account.
- Billing Close Date – the date of the close of the cycle in which the transaction first appeared.
- Transaction Date – the date the transaction was made (from your receipt or statement).
- Reference Number – the 23-digit reference number generated for each transaction from your statement.
- Merchant Name and Location – the business name of the merchant and the city and state in which they are located.
- Posted Amount and Disputed Amount - the dollar amount of the transaction that posted to your account and the amount that you are disputing (e.g. you may have charged \$400, but are only disputing \$150 of the total amount – do not dispute the whole transaction if you are only questioning a portion of the transaction).

4. Fax the completed form to Commercial and keep a copy of the fax transmission report. If completing the form in Works, this step is not necessary. The form will be imaged and the dispute processed. If Commercial Claims requires more information, they will send a letter to the cardholder at the address on file with Bank of America. You must respond to the request for more information, even if it's to say you have no more detail, or the dispute will be considered closed.

5. Cardholders may call Commercial Card Customer Service to check on the status of a dispute or with questions regarding a dispute.

6. Merchants have 60 days to respond to the dispute. The merchant may request more information during that time, or may protest the dispute. You will then have another opportunity to restate your case and the merchant has another opportunity to respond. It can take several months to fully resolve a dispute and it may also go to arbitration with the associations.

Works Implementation Timeline

Best Practices Methodology – Five Phases of Implementation

Bank of America has developed a strategic approach to the standard implementation of a card program and ongoing account management. The project management processes employed establishes the right “base” for the program’s success. Our approach incorporates five key phases:

- Define
- Measure
- Analyze
- Improve
- Control

Each of these phases is described in detail below and on the Sample Implementation Timeline chart that follows the Phase descriptions.

Implementation of a program generally takes between 30 – 90 days from the date a contract is signed. The overall timeline can be impacted by availability of configuration data, availability of customer resources as well as the size and scope and rollout phases of the deployment. Changes in project scope, unanticipated issues, and other influences can also affect the overall schedule.

Phase One of Five - Define

Successful programs require a definition of project goals and objectives and detailed planning at the beginning stages of the initiative--whether this is a new project or a conversion of an existing program. An implementation team from Bank of America will work with your personnel early in the implementation process to define the performance requirements that are critical to the City and lay out a plan to achieve the goals and objectives of the project.

We begin with the initial program “kick-off” meeting as a critical component to drive future success. We have three key goals in this step:

- Review those City goals and objectives that are Critical to Quality (CTQ) for the project initiative.
- Review target card payment processes and identify required controls, accounting coding, approvals and reporting to support management and audit needs. Includes review of organizational structures for approval and/or reporting, accounting data structure and needed interfaces to ERP/accounting systems.
- Begin the crafting of an implementation strategy to meet the City’s objectives based on industry “best practices”.

To help in this process, we rely heavily on the team and the CTQ objectives. Each are briefly described below:

Program Administrator and Extended Support Team

As a key first step, we recommend that you designate a Project Leader who will be responsible for managing the program internally for the City. Most successful programs have a central driver...the Project Leader, while allowing for the delegation of daily program management to support staff (i.e., sub-administrators within each business unit/geographic location). The Project Support Team should include representatives from purchasing, travel services, accounts payable, information technologies, human resources, etc. A vital second step is to identify all key internal sponsors for the program. Going forward, their support will be crucial to the success of the program.

Critical to Quality (CTQ) Objectives

Once the team is established, we will review the specific program objectives, such as:

- Reducing the number of purchase orders and/or checks written
- Improving efficiency in the payments process.
- Converting the City to web-based card control and reporting
- The positive impacts on policy compliance spend analytics and management by mandated card use for certain purchasing scenarios.
- Reducing operating expenses and increasing operating efficiencies
- Understanding the keys to managing the rebate potential

Phase Two of Five – Measure

The Measure Phase is used to collect the specific data needed to create an application configuration that will support the automation, control and spend processes objectives defined for the project. We will work with you to “measure out” the overall solution that we will prototype during the Analyze phase. The data needed identifies specifically who will use the application, how they will use it and how the application configuration supports the processes those users need to perform. We can review existing policies and procedures for card use (if applicable) or provide you with template documents that you can tailor to the City’s needs. We devote time and effort to understanding your accounts payable and general ledger systems, how they are being utilized at the business unit level, and how the new application and processes might interact with these systems.

The application configuration considerations and data collected in this phase are summarized as follows:

Workflow – Identify the steps a card transaction should go through from initial accounting coding and justification ... through review and approval of the coding and justification ... to final review and export of salient data for import to your ERP/accounting systems. Identify the steps needed to request, approve and then grant user access to the application, order/change/cancel cards, maintain accounting codes and coding rules and create/modify the organizational hierarchy within the application.

Organizational Configuration - Identify the specific users (cardholders) that will make card purchases, the users (cardholders or proxies) that will initially review and edit accounting coding applied to transaction data, users (managers) that will review the initial coding and justification and appropriate accounting contacts to perform final

reviews and extract transaction data for import to your ERP/accounting systems. Also, identify how the users should be organized or grouped within the application to meet reporting needs, approval workflow, and default accounting coding.

Card Program Requirements - Identify the specific card controls needed to meet card spending needs (i.e., monthly credit limits, single purchase limits, merchant category restrictions, etc.) as defined by the City's policies. Identify any special card logo needs for the cardholders. Identify the overall card program bill payment option.

Accounting / General Ledger Requirements – Identify the specific accounting code fields that are needed to support a complete accounting of the purchase, what controls should be applied to each field, what code values can be used in combination and what code values should be available to which cardholder. Identify any processes or mapping tools needed to extract data from the application and import that data into your ERP/accounting systems.

Phase Three of Five – Analyze

The Analyze phase is used to verify that the solution supports the operational processes needed to achieve the project goals. A prototype of the selected solution is configured using a demonstration version of the application with key configuration parameters obtained in the Measure phase. The prototype environment allows exercise of representative administration, cardholder allocation/coding, review and export processes using simulated credit cards and transactions using the same application code base as the live system.

The conclusion of this phase is the formal “sign-off” of the prototype functionality. This sign-off represents the customer's readiness to deploy the selected solution.

Phase Four of Five - Improve

The Improve phase focuses on implementing the selected solution in your environment to effectively improve the purchasing payment processes. The three major elements of this phase are configuring the production version of the application, creating and distributing the credit cards and training users and trainers to ensure all parties are ready to use the solution efficiently.

Production Configuration - The solution verified and approved during the Improve phase will be set up and configured in the live, production environment. The production configuration will include all required accounting codes and verification rules as well as the group and user hierarchy as defined for the roll out.

Card Deployment - Bank of America will assist in the initial ordering of credit cards for the configuration. Depending on desired implementation phasing as specified during the Analyze phase, the card compliment could consist of all required cards for full roll out or a smaller, pilot rollout. If a pilot is elected and completion of full scale deployment is gradual, Bank of America will ensure that the customer is trained and prepared to order cards via the application interface. If the post pilot roll out is to proceed in large groups, we will ensure that spreadsheet tools are available to collect cardholder information so that the Bank of America Account Servicing team can provide assistance.

Training - Bank of America provides a number of tools to enable employees to efficiently utilize the application to manage payments. These tools and a train-the-trainer approach will enable the customer to handle ongoing expansion and operations beyond the initial implementation.

Administrators and Accounting – A regular, weekly series of instructor lead, 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 engineer will address the unique configuration aspects of the customer's 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 - This regular, weekly instructor lead, web based, open registration course is directed at those members of your team who will perform training for your employees. The class is design 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 - Bank of America provides 24/7 accessible, web site (<http://training.works.com/pm30>) with a series of short flash videos on key topics such as 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 on-line via the application interface. The Administrator guide, available only to application administrators, covers all aspects of system functionality. The User guide addresses system tasks for general users.

In Person/Web Training Programs

Bank of America will assist with the development of a City approved training program. The program training will be conducted in a classroom setting and/or via Webcast. Training materials and PowerPoint presentations fully describing the roles and responsibilities of the role that each User or Cardholder have been given by the City's Program Administrators.

To keep Green Bank of America's training materials will be posted on line within Works and the City's internet site. In the past we have done the following but with the City's and Bank of America's Green Initiatives we may want to post all materials on line. This is open for discussion and we look forward to this opportunity!

- CDs
- Printed workbooks
- PowerPoint presentations

Training will be a maximum of a half day in length and conducted should the City wish a minimum of once per month. Bank of America has seen a trend in Best Practices for Training in holding Web based trainings so that cardholders and users are not incurring travel expenses.

Phase Five of Five – Control

The Control phase represents the transition to normal, “business as usual” sustaining operations. The implementation team will transition out of the picture and tactical Account Servicing and strategic Account Management resources will take over.

Implementation Timeline

The following timeline shows the steps in the Implementation process:

Commercial Card Program Implementation Summary	
PHASE ONE – Planning /Project Overview (5-10 days)	
1. Obtain Corporate Management Sponsorship; Complete Program Introduction Questionnaire	City
2. Determine current costs; begin Accounts Payable and Cost/Benefit Analyses; develop Communication Plan	City
3. Assign Program Administrator, Alternate PA(s) and cross-functional PA Team	City
PHASE TWO – Interview and Analysis (2-4 days)	
1. Schedule Kickoff, confirm objectives and participation/structure, determine scope of program	City / Bank of America
2. Review Analyses, communication and measurement criteria	City / Bank of America
3. Review Processes: purchasing, A/P, GL Account Code and Reconciliation	City / Bank of America
4. Determine: Tax Solutions, Receiving Solutions, Software Requirements	City / Bank of America
PHASE THREE – Recommendations Using “Best Practices” (5-10 Days)	
1. Determine Pilot Program (Initial Cardholder Groups)	City / Bank of America
2. Finalize: Account Coding; Cardholder reconciliation; Reporting needs; Cardholder Authorizations; Audit Code Defaults; Hierarchy; Payment method	City / Bank of America
3. Determine: Issuance Date; Cardholder Training and materials	City / Bank of America
4. Discuss BA Merchant Services/Determine Key Suppliers	City / Bank of America
5. “Sign Off” on Program Design & Action Plan	City / Bank of America
PHASE FOUR - Program Setup (30 days)	
1. Logo: Design approval; production test; sign off	City
2. Complete Setup Forms	City
3. Determine: Cycle Date; Demand Deposit Acct or transit routing number	City / Bank of America
4. Complete Cardholder Manual and Agreement;	City
5. Set-up data endpoint; order, install, train on software	City / Bank of America
6. Launch Pilot Program; Monitor Use; Develop Reports	City / Bank of America
7. Conduct “Train the Trainer” Sessions; Receive and Distribute Cards; Collect Cardholder Agreements	City / Bank of America
8. Develop Interface File Format (if needed) and Test	City / Bank of America
PHASE FIVE – Account Management and Evaluation (ongoing)	
1. Review Card Usage, Reporting, Accounting and Reconciliation Processes	City/ Bank of America
2. Cardholder Survey	City
3. Review and Re-Evaluate Goals and Objectives	City / Bank of America
4. Determine Current Costs and Provide Status to Mgmt.	City / Bank of America

Bank of America's value added services

- **ePayables**
- **Works Card Shuffler**
- **Program Optimization**
- **Spend Monitors**

1. ePayables

Check volume is decreasing industry wide by 6% annually. As the City looks for check payment alternatives, Bank of America stands prepared with products that are simple to implement, cost effective, and require minimal IT support. The Bank of America ePayables Solution is an efficient alternative to paper checks for accounts payable that would allow the City to eliminate bank fees and processing costs while increasing your rebate payout.

The ePayables Solution is a new electronic payment product targeting disbursement and Accounts Payable spend. Through the use of our corporate card network and leading edge technology, the ePayables Solution offers a paper to electronic payment solution that combines streamlined card account integration with the City's existing payables processes. With hassle-free standard options and no need for physical plastic distribution, the ePayables Solution is also easy to implement.

For the City, the ePayables Solution turns a costly check into a "free" electronic payment, thus eliminating banking fees and processing costs. Perhaps two of the most powerful benefits of ePayables are its ability to extend float opportunity, as well as providing cash payout incentives to the City.

It should be noted that any spend under an ePayables program would be added to the City's current Purchase Card spend, allowing the City to reach higher rebate tiers. The City would effectively be able to turn a cost center into a profit center.

By partnering with MasterCard or Visa and using our Works™ technology, the City can benefit from a Match Service that automatically matches a list of vendors to a database of companies that accept Visa or MasterCard worldwide.

In addition, this Match Service provides information on the maximum dollar amount these vendors have accepted card for payment, making it efficient and easy to target your check payments that can be converted to electronic card payments. The credit card accounts maintain a \$0 credit limit until a request is received to initiate a payment to the vendor. This greatly increases the City's transaction risk management and decreases the probability for fraud.

Once the vendor processes the transaction, the transaction will be auto-reconciled back to the payment request and can be loaded back into the City's PeopleSoft or AP system to complete the payment activities. Processing the transaction also reduces the open credit limit back to a \$0 balance until another request for payment is initiated.

The ePayables Solution will prove to be an end-to-end integration that will make conversion from check to electronic payments simple and cost effective.

The card accounts can cycle weekly, bi-weekly, or on a monthly basis. The payment due date is selected according to the cycle that is chosen. Bank of America debits the City's DDA account to settle transactions on the due date.

2. Works Card Shuffler

The City can incorporate One Use Cards by using our Works Card Shuffler functionality. These One Use Cards will allow the City to use a single card account that can be used for one time payments to vendors. Works Card Shuffler can help the City you lower administrative costs, strengthen your relationships with suppliers and manage your working capital more efficiently.

The Card Shuffler will also provide the City:

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

How Card Shuffler Works

For manually generated purchase requests, the City would select the shuffler as the payment method. Once the Shuffler 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 vendor.

3. Program Optimization

Bank of America's Program Optimization Consulting is a unique value-add service designed to help Bank of America Card clients convert more of their existing payments to card so that they may fully realize the benefits of electronic payments sooner. Optimization Consulting provides a focused hands-on service, dedicated to helping our clients maximize their card program potential. Our comprehensive card spend analysis, extensive qualitative card program review and dedicated industry experts set us apart from our competitors. The disciplined methodology, culminating in a formal business case delivered with customized recommendations have resulted in impressively accelerated growth rates and improved process efficiencies for our participating clients.

Benefits of this optimization include:

- Comprehensive AP analysis is managed and performed in-house
- Documented business case for growth includes a best practice review and industry benchmarking
- Value to clients: quantitative and qualitative analysis results in attainable strategies and tactics that translate into bottom-line savings.
- Clients receive a comprehensive set of deliverables including:
- 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
- A formal project plan to track the implemented recommendations
- The industry's largest and most capable Merchant Services group to enroll suppliers who do not currently accept card payments
- Provides periodic reviews to adjust the expansion plan as the client's needs change
- Ongoing support by the Bank of America Account Management and Optimization team to ensure success

4. Spend Monitors for Budget Management

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

5. Declining Balance Cards Issuance

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

Equal Employment Opportunity and Affirmative Action Policy Statement

Bank of America



To my teammates:

At Bank of America, we work to build a culture that is diverse, inclusive and free of discrimination or harassment. Specifically, we do not tolerate discrimination or harassment on the basis of race, gender, gender identity, color, religion, sex, sexual orientation, national origin, age, disability status, veteran status or any other factor that is irrelevant to the performance of our teammates. We also prohibit discrimination on other bases such as ancestry, medical condition, or marital status.

Our commitment to diversity is a commitment to individuals and to the team. It's about creating an environment in which all associates can fulfill their potential without artificial barriers, and in which the team is made stronger by the diverse backgrounds, experiences and perspectives of individuals. It's about giving all of us — individually and together — the best possible chance to succeed.

As we work together to create the best place to work, it is critical that all associates embrace the spirit of this policy in business decisions and behaviors, and demonstrate a personal commitment to promoting diversity and inclusion in our company. As we do, I look forward to all we will achieve together.

A handwritten signature in black ink, appearing to read "K. Lewis".

Chairman and CEO

BANK OF AMERICA CORPORATE PURCHASING CARD AGREEMENT

This Bank of America Corporate Purchasing Card Agreement (the "Agreement") is made by and between FIA Card Services, N.A., a national banking association, ("Bank of America"), and <INSERT FULL LEGAL NAME> ("Company") and shall be effective as of the Effective Date set forth below.

Recitals

- A. Bank of America is a member of MasterCard® International Incorporated ("MasterCard") and Visa® U.S.A. Inc. ("Visa") with full power and authority to issue cards for business and commercial use;
 - B. Bank of America issues and services corporate purchasing cards for business and commercial use; and
 - C. Company desires to obtain and use, and Bank of America desires to issue to Company, one or more corporate purchasing card accounts which will be subject to the terms and conditions in this Agreement.
- NOW, THEREFORE, for valuable consideration, the parties agree as follows.

1. DEFINITIONS.

- A. "Account" means each MasterCard or Visa Corporate Purchasing Card account, including a Cardless Account, which Bank of America (i) issues pursuant to this Agreement or (ii) issued (and still outstanding as of the Effective Date of this Agreement) pursuant to a previous agreement no longer in effect. Each reference in this Agreement to "the Account" will mean Company's Account, a Participant's Account, a Cardholder's Account, or any combination of them, as applicable.
- B. "Billing Statement" means the official invoice provided to Company, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges. Unless otherwise determined by Bank of America, the official invoice is in paper, not electronic, medium.
- C. "Business Use" means use for business-related purposes.
- D. "Card" means each plastic charge card which Bank of America issues or has issued for the Account which is not a Cardless Account.
- E. "Card Administrator" means an individual or individuals authorized by Company or a Participant, as applicable, to request Bank of America to add or delete Cards or Convenience Checks and to communicate with Bank of America and take other action needed to maintain the Account.
- F. "Cardholder" means an employee or agent of Company or of a Participant who Company or a Participant designates in writing and who Bank of America approves to receive an Account or a Device, including a Cardless Account. If a Cardholder or a Card Administrator makes a Device available for use by another party, that person will be considered a Cardholder.
- G. "Cardless Account," also called a "Control Account," means an Account for which Bank of America assigns only an Account number, but provides no Card or Convenience Checks.
- H. "Cash Advance" means use of the Account to obtain cash from a participating financial institution or merchant or from an ATM, to write Convenience Checks, or to obtain items readily convertible into cash including, without limitation, money orders, travelers checks, foreign currency, lottery tickets, casino chips and racetrack wagers.
- I. "Convenience Check" means each check which Bank of America at its discretion provides to Company or a Participant to use the Account.
- J. "Device" means a device such as a Card, Account number or, where applicable, a Convenience Check which Bank of America provides under this Agreement to use to make Transactions or other charges on the Account.
- K. "Guarantor" means a person or entity, other than Company or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.
- L. "Participant" means a subsidiary, affiliate or division of Company which Company designates in writing on a Participant Account Form and which Bank of America approves, for Bank of America to issue an Account with its own Account number. A Participant Account Form, upon completion by Company and approval by Bank of America, will be made a part of this Agreement.
- M. "Payment Due Date" means the payment due date shown on the Account Billing Statement which date shall be the last day of the Settlement Period.
- N. "Settlement Period" means the number of days after the statement closing date within which payment is due, as designated in Schedule A hereto.
- O. "Transaction" means a purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Device or the Account.
- P. "Unauthorized Use" means use of the Account or a Device by a person (i) who is not a Cardholder; (ii) who does not have actual, implied or apparent authority to use the Account or Device; and (iii) whose use does not result in a direct or indirect benefit for Company, a Participant or Cardholder.

2. USE OF ACCOUNT AND DEVICES.

- A. The Account and Devices will be used only for Transactions in connection with the procurement of goods and services incidental to Company's or Participant's business or business activities, including travel and entertainment expenses.
- B. The Account will be used for Business Use only, and Company will so advise and require each Cardholder and each Participant accordingly. Company will pay for Transactions and fees which Bank of America applies to the Account or Devices.
- C. Company and each Participant will follow, and will take all steps necessary or prudent to require each Cardholder to follow, the following procedures:
 - I. A Cardholder using a Card for a Transaction may sign a sales draft or Cash Advance draft which the merchant's financial institution processes. However, failure to sign a sales draft or receive a sales receipt will not relieve Company of its obligations under this

Agreement. Company should retain or should direct each Cardholder to retain each sales draft or Cash Advance draft as a record of the Transaction.

2. A Card will not be used before the Card's valid date or after the Card's expiration date.
3. Company and each Cardholder will check to see that the information embossed on a new Card or printed on Convenience Checks and sent to Company or Cardholder is correct. If there is an error, Company will notify Bank of America immediately.

D. If Bank of America provides Convenience Checks, they may not be used to make payment on the Account or any other loan or line of credit. Convenience Checks will not be returned to Company or any Participant or Cardholder. Bank of America may pay a Convenience Check and post its amount to the Account regardless of any restriction on payment, including, without limitation, a Convenience Check which is post-dated, states that it is void after a certain date or states a maximum or minimum amount for which it may be written. To stop payment on a Convenience Check, Company or Cardholder must call Bank of America at the Customer Service number shown on the Account Billing Statement with all the following information: the exact dollar amount of the Convenience Check; the Convenience Check number; the Account number; the name of the party to whom the Convenience Check was written and the name of the person who signed the Convenience Check. Bank of America will stop payment on the Convenience Check if Bank of America receives the stop payment request by the business day before the day Bank of America pays the Convenience Check. The date Bank of America pays the Convenience Check may be before the date it posts to the Account. The stop payment order will remain effective for six (6) months.

E. Bank of America may, at the request of Company or a Participant, establish a Cardless Account.

F. If Company or Participant desires to terminate the Account or Card use (including, where applicable, use of Convenience Checks) by a Cardholder, Company or Participant, as applicable, will notify Bank of America and will destroy the Devices issued or provided to that Cardholder. Company may exclude a Participant from the Account by giving Bank of America written notice, and Bank of America will have a reasonable period of time to act on any such notice. If this Agreement terminates, Company will be responsible for promptly destroying all Devices for the Account.

G. A Transaction may require the merchant, supplier or financial institution to seek prior authorization from Bank of America before completing the Transaction. If Company advises Bank of America in writing of its desire to restrict a certain type of Transaction identified by a certain merchant category ("Merchant Category Code"), Bank of America will take reasonable steps to withhold a requested authorization of that Transaction type, provided it is identified by the appropriate Merchant Category Code. However, Bank of America will not be liable to Company if merchants, suppliers or financial institutions nonetheless accept a Card or the Account for that Transaction type.

H. Bank of America is not liable if a merchant or supplier does not honor a Card or if authorization is not given.

I. If Participant is or no longer will be a majority-controlled subsidiary, affiliate or division of Company, Company must notify Bank of America immediately; Bank of America will have the right to terminate any Account or Device which that Participant or Participant's Cardholders use.

J. Bank of America may, at the request of Company or a Participant, establish an Account with a designation which is not an actual individual, including, without limitation, a vehicle identification number, license number, department name or "Authorized Representative".

K. Bank of America may deny authorization for any Transaction if Bank of America suspects fraudulent activity or Unauthorized Use, or for other reasons. Bank of America is not liable for any failure to authorize a Transaction.

3. CHARGE LIMIT.

A. There will be one total charge limit for the Company Account and Participant Account ("Aggregate Charge Limit"). Each Card will have its own charge limit ("Card Limit"). In its sole discretion, and for purposes of limiting potential losses or for administering time-sensitive requests, Bank of America may increase or decrease the Aggregate Charge Limit or any Card Limit.

B. Company, a Participant and Cardholders will not incur Transactions which would cause the sum of Company's and Participant's unpaid balance to exceed the Aggregate Charge Limit or to cause a Card Limit to be exceeded. Any amount exceeding the Aggregate Charge Limit or Card Limit shall be immediately due and payable.

C. If the Aggregate Charge Limit or a Card Limit is exceeded, or if an Account payment is late, Bank of America shall no longer be obligated to allow any further Transactions.

4. COMPANY LIABILITY; ACCEPTANCE OF AGREEMENT.

A. By activating, signing or using any Device or Account, Company agrees to be bound by this Agreement regardless whether Company signs this Agreement. Company will pay Bank of America for all Transactions, whether Company or Cardholder billed, regardless of the purpose for which the Transaction is made, and for applicable fees and charges described in Schedules A and B.

B. Company's responsibility for Card and Account usage will continue until: (1) Receipt by Bank of America of Company's or a Participant's written notice to close the Card or the Account; (2) actual closure of the Account by Bank of America; and (3) payment to Bank of America of all amounts due under this Agreement.

C. Company does hereby grant to Bank of America a security interest and contractual right of offset in and to, all deposit accounts now or subsequently maintained by the Company with Bank of America or any of its affiliates and subsidiaries. The Company, by its execution of this Agreement or use of a Device, authorizes Bank of America to enter into a master control agreement with its affiliates and subsidiaries authorizing, upon the occurrence and continuance of any default under this Agreement, the disposition of funds in any such deposit account to satisfy all liabilities incurred hereunder, without the further consent of the Company. The Company's execution of this Agreement or use of a Device shall constitute an authenticated record for the purposes of establishing control of such deposit accounts under the Uniform Commercial Code.

D. Company agrees to indemnify Bank of America and hold Bank of America harmless from, all claims, actions, losses, costs and expenses (including attorneys' fees and allocated costs for in-house legal services) incurred by Bank of America arising from any Unauthorized Use of a Cardless Account or Account established in the name of "Authorized Representative," a department name or other such designation that is not an actual individual. This Section 4.D. takes precedence over any restriction on Company's liability contained in this Agreement.

5. BILLING STATEMENTS.

A. Bank of America will provide a Billing Statement to the Card Administrator or to such other Company employee or agent as Company designates in writing.

B. Bank of America may provide Company and the Participant, as applicable, a monthly report listing each Cardholder who has an Account balance unpaid since the Payment Due Date on the most recent Billing Statement issued to the Cardholder and therefore is subject to cancellation of Account charge privileges ("Delinquency Report"). Providing the Delinquency Report shall not constitute a waiver by Bank of America of any rights and remedies it may have under this Agreement.

6. PAYMENTS.

A. Company will 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 shown on that Billing Statement. If Company does not make payment in full by the Payment Due Date, Bank of America, at its option, may assess a late fee and finance charge in accordance with this Agreement. Assessment of a late fee or finance charge shall not be deemed to extend the time for any payment hereunder or to constitute a "grace period" in which to cure any default.

B. Company or a Participant may arrange for direct Account payment to Bank of America from Cardholders. No such arrangement will amend or modify Company's liabilities, including responsibility for payment, in this Agreement.

C. There is no right to defer any payment due on the Account.

D. Company shall make payment electronically via the Automated Clearing House (ACH), and Bank of America may initiate ACH debits to any deposit account specified by Company at any financial institution.

E. All remittances must include the complete Account number in order to be processed. Failure to include the complete Account number shall constitute a failure to make the payment.

7. CARD ADMINISTRATOR. Company will identify one or more Card Administrator(s) who will be Bank of America's primary contact for such things as: designation of Cardholders, designation of Cardholders to receive any Devices, and correspondence regarding the Account or this Agreement, except as provided elsewhere in this Agreement. Company may add, change or eliminate a Card Administrator by giving Bank of America written notice.

8. LOST OR STOLEN CARDS.

A. Each Transaction resulting from use of a Device will be assumed to be an authorized Transaction unless Bank of America has received prior written notice from Company or a Participant, as applicable, that the Cardholder is no longer authorized to use the Account.

B. If a Device such as a Card or Convenience Check is lost or stolen, or if there is possible Unauthorized Use, Company must require each Participant and Cardholder to notify Bank of America as soon as practically possible within the first 24 hours following discovery of the loss or theft or possible Unauthorized Use by phoning Bank of America at the phone number provided for such notice on the Billing Statement, with written confirmation as requested in connection with Bank of America's investigation. If (i) notice as provided in this Section is given within the first 24 hours; and (ii) Company assists Bank of America in investigating facts and circumstances relating to the loss or theft or possible Unauthorized Use of any Device, including without limitation, obtaining an affidavit or similar written, signed statement from the Cardholder, then Company or Participant, as applicable, will not be liable for Transactions resulting from Unauthorized Use.

9. LICENSE TO USE COMPANY'S MARKS. If requested by Company, Bank of America may place Company's trademark, tradename, service mark and/or designs ("Company's Marks") on the Card and collateral materials. Company shall provide the graphics to Bank of America in sufficient time to allow for review and approval by Bank of America and, if necessary, the respective card association. Company grants to Bank of America a non-exclusive license to use, during the term of this Agreement, Company's Marks on the Cards and on other materials related to the Accounts. Company agrees to defend, indemnify and hold harmless Bank of America, its affiliates and their respective directors, officers, agents and employees for any and all losses, costs, liabilities or expenses (including, without limitation, attorneys' and expert witnesses' fees) incurred or arising from any claim that the use of any of Company's Marks infringes the intellectual property rights of any third party.

10. SOFTWARE.

A. The use of any third party software program and related documentation, if any, provided in connection with this Agreement shall be governed by the terms of the end-user agreement accompanying the software.

B. Upon payment of the requisite license and related fees, Bank of America grants Company a non-exclusive, non-transferable, enterprise license to use for internal business purposes the EAGLS[®] software ("Software") and documentation as amended from time to time by Bank of America ("Documentation") which is provided by Bank of America to Company. Title, ownership rights and intellectual property rights in the Software and Documentation shall remain in Bank of America or its parent, Bank of America Corporation. Company acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Bank of America's or its parent company's rights with respect to the Software or Documentation. Company agrees to use the Software and Documentation as specified by Bank of America.

C. Subject to the terms of this Agreement, Bank of America grants Company a non-exclusive, non-transferable, enterprise license to use for internal business purposes the Works application ("Application") and documentation as amended from time to time by Bank of America ("Documentation") which is provided by Bank of America to Company. Title, ownership rights and intellectual property rights in the Application and Documentation shall remain with Austin Acquisition, Inc. (formerly known as Works Operating Company and referred to herein as "Works"), the entity that licenses the Application to Bank of America and the owner of the Application. Company acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Bank of America's or Works' rights with respect to the Application or Documentation. Company agrees to use the Application and Documentation as specified by Bank of America.

11. FEES. Company agrees to pay the fees and charges set forth in Schedule A and Schedule B hereto which are incorporated herein by reference.

12. FINANCE CHARGE. In the event Company fails to pay the total amount shown as due on a Billing Statement by the Payment Due Date shown on that Billing Statement, the amount unpaid shall be subject to a finance charge starting no sooner than the first day of the next billing cycle. To calculate the finance charges for a billing cycle, the daily periodic rate is multiplied by the average daily balance, and that product is multiplied by the number of days in the billing cycle. The daily periodic rate is the annual percentage rate divided by 365. The annual percentage rate is the prime

rate published in the Money Rates section of *The Wall Street Journal* in effect on the first day of each calendar month (the "Prime Rate") plus the number of percentage points stated in Schedule A. The average daily balance is the sum of the daily past due balances (including, for each day, finance charges from previous day) less payments credited to the past due balance, divided by the number of days in the billing cycle.

13. AMENDMENT OF THIS AGREEMENT. Bank may, upon written notice to Company, amend this Agreement by changing, adding or deleting any term, condition, service or feature of an Account or of this Agreement. Company shall have thirty (30) days from the effective date of the amendment to notify Bank of America in writing that the amendment is not accepted. Any such notice of non-acceptance shall be deemed to be a notice of termination under Section 18 of this Agreement. Failure of Company to provide a notice of non-acceptance within thirty (30) days after the effective date of an amendment will mean that Company has accepted the amendment. Unless otherwise stated, any amendment will apply to an Account's unpaid balance and to new activity on the Account.

14. MERCHANT/SUPPLIER CLAIMS AND DISPUTES.

A. Bank of America will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with an Account or Device. Company will make a good-faith effort to resolve any dispute with a merchant or supplier arising from a Transaction.

B. In a dispute with a merchant or supplier, the rights of the Company, any Participant and each Cardholder against the merchant or supplier will become the rights of Bank of America, and Company and Participant will assign (and require the affected Cardholder to assign) to Bank of America each of their rights to assert a billing error against the merchant or supplier. Company and the Participant will, and will require the Cardholder to, do whatever is necessary to enable Bank of America to exercise those rights. Bank of America may reverse from the Account any credits relating to the dispute.

15. FOREIGN TRANSACTIONS/FEES. 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 1% 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"). The International Transaction Fee will be shown in the Activity section on your billing statement. The International Transaction Fee will be aggregated in the Other Fees category on the Summary section of your statement.

16. CONFIDENTIALITY

A. **BANK OF AMERICA'S OBLIGATION.** Bank of America acknowledges that information it obtains from Company in connection with any Account, Card or Transaction it provides to Company under the terms of this Agreement may be confidential. Bank of America will maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics.

B. **COMPANY OBLIGATION.**

1. Company acknowledges Bank of America's claim to proprietary rights in the Application, user identification codes, passwords, codes, keys, test keys, security devices, imbedded algorithms, digital signatures and certificates, other similar devices and information, Documentation and related documentation Bank of America provides to Company ("Materials"), and that the Materials constitute Bank of America's "trade secrets" or trade secrets of its licensors or vendors. Company understands that all Materials are confidential and it will:

- a. Safeguard the Materials at all times.
- b. Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by Company.
- c. Use the Materials only for the purposes for which Bank of America provides them.
- d. Notify Bank of America promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

2. Company will not, nor will it allow anyone else to, do any of the following without Bank of America's prior consent:

- a. Disclose any Materials to any person or entity, except to its employees and agents with a need to know the Materials.
- b. Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software section.
- c. Translate, reverse engineer, disassemble or decompile any Application or security devices.

3. These confidentiality obligations continue after this Agreement is terminated.

4. Company has sole responsibility for the custody, control and use of all Materials. Company agrees that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, Bank of America will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant Documentation.

C. **GENERAL**

1. This section does not limit either party's 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 the service covered by this Agreement, (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 either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

2. In addition, Company agrees (i) that Bank of America may disclose to its offices, affiliates, officers, employees and agents with a need to know any information Bank of America obtains about Company and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

3. Company further agrees that any data or information other than Personal Data, defined below, that relates to Card usage via the Application and that is acquired by Bank of America or Works in the course of the provision of the Application or services under this Agreement will belong equally to each party and to Works, and nothing in this Agreement will prohibit either party or Works from disclosing or using such data or information in its aggregate form.

4. Company acknowledges and agrees that data processing related to the services covered by this Agreement and its associated accounts may take place in countries other than those where Company and its accounts with Bank of America are located. Company further understands that information concerning its relationship with Bank of America may be available on Bank of America's electronic data system both for information management purposes and in order to enable Company to benefit from Bank of America's electronic banking services. Company understands and agrees that, as a result, its banking relationship information may be available to some of Bank of America's officers outside the country or countries where Company and its accounts are located. Company authorizes Bank of America to transmit Company's banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide the service covered by this Agreement.

5. It is possible that in providing the service Bank of America will transmit Personal Data. Bank of America will only transmit Personal Data to its locations, to locations of its affiliates or to others in order to provide the service. Bank of America may contract with others to provide data transmission or storage services to it. In that case, Bank of America will require that they treat Personal Data solely in accordance with Bank of America's instructions. Company agrees to comply with any directions Bank of America may give Company from time to time with respect to the Personal Data. "Personal Data" means any cardholder or company specific data created or obtained in connection with Company's Card Account, including names, addresses, transactional data, Card numbers, credit limits, or other financial data or identifying a living individual.

6. Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that Bank of America may use Company's name as a reference in service proposals if Bank of America obtains Company's prior oral approval for such use.

7. These obligations continue after the Agreement is terminated.

17. REPRESENTATIONS AND WARRANTIES.

A. Company and each Participant, as applicable, represents and warrants to Bank of America that:

1. In each state in which it conducts its business, it is properly licensed, in good standing, and, where required, in compliance with fictitious name statutes.
2. All financial and other information that it has supplied or will supply to Bank of America, including without limitation, all information on its application for the Account, is (a) accurate; (b) sufficiently complete to give Bank of America accurate knowledge of its and any Guarantor's financial condition; (c) in compliance with all laws and regulations that apply.
3. There is no lawsuit, tax claim or other dispute pending or threatened against it which, if lost, would impair Company's financial condition or ability to repay Bank of America under this Agreement, except as has been already disclosed in writing to Bank of America.
4. Company represents and warrants that each Cardholder is a current employee or agent of the Company or Participant. Company represents and warrants that the identification information relating to the Cardholder is accurate and consistent with the information contained in Company's employment records.

B. Bank of America represents and warrants to Company and each Participant that Bank of America is a national banking association with its principal office in Delaware.

C. Each party to this Agreement (Company, each Participant and Bank of America) represents and warrants that:

1. There is no event which constitutes, or with notice or lapse of time or both would constitute, a default on its part under this Agreement.
2. Each person signing this Agreement below on its behalf presently hold the title set next to his/her name and is duly authorized by it to bind the party to the terms and conditions of this Agreement.

18. PERIODIC REVIEW OF COMPANY.

A. During the term of this Agreement, when Bank of America from time to time requests information from Company or a Participant for the purpose of reviewing Company's or Participant's ability to perform its obligations under this Agreement, Company will furnish the information promptly. Bank of America and its affiliates and processing agents may exchange information about Company and Participants as that information pertains to the rights and obligations in this Agreement.

B. Company will notify Bank of America in writing immediately of any change in the business name, the principal officers like the Chief Executive Officer and Chief Financial Officer, the mailing address or the phone number of Company or a Participant. Company will also notify Bank of America of any change of mailing address or phone number of any of its Cardholders.

19. TERMINATION. Either party may terminate this Agreement with or without cause upon sixty (60) days' prior written notice to the other party.

20. EVENTS OF DEFAULT

The following are events of default hereunder: (a) the failure to pay or perform any obligation, liability or indebtedness of Company, a Participant or a Guarantor (each, an "Obligor") to Bank of America, or to any affiliate or subsidiary of Bank of America Corporation, whether under this Agreement or any other agreement, as and when due (whether upon demand, at maturity or by acceleration); (b) the failure to pay or perform any

other obligation, liability or indebtedness of any Obligor to any other party; (c) the death of any Obligor (if an individual); (d) the resignation or withdrawal of any partner or a material owner of any Obligor as determined by Bank of America in its sole discretion; (e) the commencement of a proceeding against any Obligor for dissolution or liquidation, the voluntary or involuntary termination or dissolution of any Obligor or the merger or consolidation of any Obligor with or into another entity; (f) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against any Obligor; (g) the determination by Bank of America that any representation or warranty made to Bank of America or to any affiliate or subsidiary of Bank of America Corporation by any Obligor in any agreement or otherwise is or was, when it was made, untrue or materially misleading; (h) the failure of any Obligor to timely deliver such financial statements, including tax returns, other statements of condition or other information, as Bank of America shall request from time to time; (i) the entry of a judgment against any Obligor which Bank of America deems to be of a material nature, in Bank of America's sole discretion; (j) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of any Obligor; (k) the determination by Bank of America that it is insecure for any reason; (l) the determination by Bank of America that a material adverse change has occurred in the financial condition of any Obligor; (m) the determination by Bank of America that any Obligor fails to meet the credit criteria initially used by Bank of America to approve Obligor; or (n) the failure of any Obligor to comply with any law or regulation controlling its operation.

21. REMEDIES UPON DEFAULT. Whenever there is a default under this Agreement, (a) the entire balance outstanding on all Accounts and all other obligations of any Obligor to Bank of America (however acquired or evidenced) shall, at the option of Bank of America, become immediately due and payable; (b) any obligation of Bank of America to permit further Transactions under this Agreement shall immediately cease and terminate; and/or (c) this Agreement or any Account may be terminated by Bank of America. The foregoing remedies are in addition to any other rights of Bank of America under this Agreement.

22. EFFECT OF TERMINATION. Upon termination of this Agreement, Company will be responsible for promptly destroying all Devices. Termination will not affect Company's liability for any charges or other obligations under this Agreement. After termination, this Agreement (except the ability to use the Account for additional Transactions) will remain in force until all Transactions and Company's other obligations under this Agreement are paid and satisfied in full. Further, Company shall ensure that no new Transactions are made on the Account. However, if any Transactions are made after termination, Company will continue to be liable until they are paid in full.

23. GOVERNING LAW. This Agreement is made in Delaware. This Agreement and the Account, as well as Bank of America's rights and duties regarding this Agreement and the Account, will be governed by the laws respecting national banking associations and, to the extent not so covered, by the laws of the State of Delaware, regardless of where Company resides or where a Cardholder uses the Account at any time

24. ARBITRATION.

A. This paragraph concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this Agreement (including any amendments or modifications); or (ii) any document related to this agreement; (collectively a "Claim").

B. At the request of any party to this agreement, any Claim shall be resolved by binding arbitration conducted in the United States of America 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 Claim 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.

C. This paragraph does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or nonjudicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

D. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.

25. COSTS AND ATTORNEY FEES. If either party incurs expenses related to the enforcement of, or takes collection action under, this Agreement, the prevailing party is entitled to recover from the other party costs and reasonable attorney fees.

26. TELEPHONE MONITORING. Bank of America may listen to and/or record telephone calls between a Bank of America employee and any person acting on Company's or a Participant's behalf for the purpose of monitoring and improving the quality and effectiveness of Bank of America's communication.

27. SUCCESSORS AND ASSIGNS. This Agreement and all terms and conditions hereof, are not assignable or transferable by Company or any Participant without Bank of America's prior written consent. All the terms and provisions of this Agreement will inure to the benefit of and be binding upon each party and its successors and permitted assigns.

28. NOTICES. Any notice required or permitted under this Agreement shall be effective only if it is in writing and (i) personally delivered, (ii) sent by U.S. mail, postage prepaid, (iii) sent by a nationally recognized overnight delivery service, with delivery confirmed, (iv) telecopied, if confirmed with an error-free transmission report, or (v) e-mailed to such e-mail address as shall have been furnished to the other party, with delivery confirmed, addressed as set forth below. Such notices shall be deemed to have been duly given either five (5) business days after the date of mailing by U.S. mail as described above or if otherwise sent, on the business day of receipt. Notices delivered after 5:00 p.m. shall be considered received on the next business day. A party may alter the address or telecopy number to which notices are to be sent by giving notice of such change in conformity with the provisions of this Section 27.

Notices to Bank of America must be sent to:

Notices to Company must be sent to:

A. (for U.S. Mail)
Bank of America
P.O. Box 28
Norfolk, VA23510

A. _____

Telecopy: _____
e-mail: _____
Attention: _____

(for overnight delivery service)

Bank of America
Commercial Card
Floor 11
3 Commercial Place
Norfolk, VA 23510-2108

OR:

B. Company's corporate account address as designated in Bank of America's credit card processing system.

OR:

B. Bank of America's Large Corporate and Commercial Card Services representative for Company's program at the address designated during implementation of Company's program.

C. WITH A COPY to the following address if the notice relates to a Claim:

Counsel for Commercial Card Services
Bank of America Legal Department
101 South Tryon Street
NC1-002-29-01
Charlotte, NC 28255

29. SEVERABILITY. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions in this Agreement will remain valid and enforceable.

30. LIMITATION OF LIABILITY. BANK OF AMERICA SHALL NOT BE LIABLE TO COMPANY, ANY PARTICIPANT OR CARDHOLDER, FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH THIS AGREEMENT EXCEPT FOR DIRECT DAMAGES ARISING FROM BANK OF AMERICA'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. IN NO EVENT SHALL BANK OF AMERICA BE LIABLE TO COMPANY, ANY PARTICIPANT OR CARDHOLDER, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR LOST DATA.

31. WARRANTY DISCLAIMER. ALL SERVICES, EQUIPMENT, SOFTWARE AND OTHER PRODUCTS FURNISHED BY BANK OF AMERICA TO COMPANY OR A PARTICIPANT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND BANK OF AMERICA EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

32. ONE AGREEMENT. This Agreement and any other agreements required by this Agreement, collectively: (a) represent the sum of the understandings and agreements between Bank of America and Company concerning the subject matter of this Agreement; (b) replace any prior oral or written agreements between Bank of America and Company concerning this Agreement, and (c) are intended by Bank of America, Company and each Participant as the final, complete and exclusive statement of the agreement between/among them. No failure on the part of Bank of America to exercise, and no delay in exercising any right under this Agreement, will operate as a waiver of that right. Unless other provisions in this Agreement expressly provide otherwise, the terms of this Agreement will prevail if there is a conflict between this Agreement and any other agreements required by this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date shown below.

FIA Card Services, N.A.

ENTER COMPANY NAME

Signature:

Signature:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Telephone Number:

EFFECTIVE DATE: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2008

PRODUCER
Marsh USA Inc.
CA Non-Resident No. OB22889
100 North Tryon Street, Suite 3200
Charlotte, NC 28202
Attn: Fax: 704-374-8500
055943-AB-11-08-10 TX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Bank of America Corporation
and Any and All Subsidiaries
Mail Code NC1-005-10-09
121 West Trade Street
Charlotte, NC 28255

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co Pittsburgh PA	19445
INSURER B: Old Republic Insurance Co	24147
INSURER C: (See Page 2)	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

VS	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
TR	INSRD					
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC * Self-Insured	MWZY57971	08/01/08	08/01/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Excluded* GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded*
B		AUTOMOBILE LIABILITY <input checked="" 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	MWTB20226	08/01/08	08/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	6081817	08/01/08	08/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Policy No.: See Page 2	08/01/08	08/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
C		PERSONAL PROPERTY IMPROVEMENTS & BETTERMENTS / ATMs	Policy No.: See Page 2	05/01/08	05/01/10	Special Causes of Loss including Ded. per policy Replacement Cost Value 50,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER ATL-001421818-06

CANCELLATION

"Evidence of Coverage Only"

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Kathy Belk *Kathy Belk*

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL INFORMATION

ATL-001421818-06

DATE (MM/DD/YY)
08/07/2008

PRODUCER Marsh USA Inc. CA Non-Resident No. OB22889 100 North Tryon Street, Suite 3200 Charlotte, NC 28202 Attn: Fax: 704-374-8500 055943-AB-II-08-10 TX		
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Bank of America Corporation and Any and All Subsidiaries Mail Code NC1-005-10-09 121 West Trade Street Charlotte, NC 28255	INSURER F:	
	INSURER G:	
	INSURER H:	
	INSURER I:	

TEXT

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 No. WLRC43499956 (08/01/2008 - 08/01/2009) Indemnity Insurance Company of North America
Including the following state(s): AL AR 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 No. WLRC43499919 (08/01/2008 - 08/01/2009) ACE American Insurance Company
Including the following state(s): AZ CA
- Policy No. SCFC43499993 (08/01/2008 - 08/01/2009) ACE American Insurance Company
Including the following state(s): WI
- Policy No. WCUC43500077 (08/01/2008 - 08/01/2009) ACE American Insurance Company
Including the following state(s): WA
This policy is subject to a Self-Insured Retention of \$1,000,000 per accident.
- Policy No. WCUC4350003A (08/01/2008 - 08/01/2009) ACE American Insurance Company
Including the following state(s): OH
This policy is subject to a Self-Insured Retention of \$1,000,000 per accident.

Property (continued from page 1)
Carriers and Policy Numbers:

- Policy #GPAD3565124A - (05/01/08-05/01/10) - ACE American Insurance Company
- Policy #MAB732140-08 - (05/01/08-05/01/10) - AXIS Insurance Company
- Policy #DP640808- (05/01/08-05/01/10) - Lexington Insurance Company
- Policy #DP640308 - (05/01/08-05/01/10) - Lloyd's Companies
- Policy #YS2L9L427434018 - (05/01/08-05/01/10) - Liberty Mutual Fire Ins. Co.
- Policy #35860533 - (05/01/08-05/01/10) - Federal Insurance Company
- Policy #08SSP4244233001 - (05/01/08-05/01/10) - Lloyd's (CV Starr)

CERTIFICATE HOLDER

"Evidence of Coverage Only"	
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AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kathy Belk

Kathy Belk

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-002935835-01

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

83466-BOA-E&O-08-09

COMPANY
A American International Specialty Lines Ins Co

INSURED
BANK OF AMERICA CORPORATION
AND ANY AND ALL SUBSIDIARIES
MAIL CODE NCI 007-07-07
100 N. TYRON STREET
CHARLOTTE, NC 28255

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 1
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	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 \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	Professional Liability/Errors & Omissions	618-04-11	06/30/08	06/30/09	\$15,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE ONLY

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
BY: Meredith Frick *Meredith Frick*

MM1(3/02) VALID AS OF:07/03/08



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management

Procurement

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the *City of Peoria Procurement Code*. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



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11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without



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its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:



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- a. Waive the non-conformance.
- b. Stop the work immediately.
- c. Bring material into compliance.

This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.



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34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Procurement Card Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6. **Contract Type:** Fixed Price Term Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Pre-Proposal Conference:** A conference will be held at the Development and Community Services Building:

ADDRESS: 9875 N. 85th Ave
Peoria, Arizona 85345
Point of View Room

DATE: April 23, 2009

TIME: 2:00 PM, Local Time



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The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

11. **Proposal Format:** Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements as specified. See Attachment A, Submittal Requirements.
12. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
13. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Project Understanding and Project Approach.
 - b. Compensation and Cost Data
 - c. Corporate Experience and Capacity
 - d. References
 - e. Conformance to Request for Proposals.
14. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
16. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
17. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
18. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
19. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.



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20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
21. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the program.
23. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
24. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

25. **Required Insurance Coverage:**

- a. Commercial General Liability



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Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

26. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.



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In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

27. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

28. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.



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29. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
30. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
31. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
32. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0056

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8314 West Cinnabar Avenue
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Phone: (623) 773-7115
Fax: (623) 773-7118

33. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
34. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
35. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
36. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - Deduction from an unpaid balance;
 - Any other remedies as provided by law.



SCOPE OF WORK

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Materials Management Procurement

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I. Introduction/Overview

A. Purpose/Objective

The City of Peoria (hereinafter, "City") has issued this Request for Proposals (hereinafter, "RFP") for the sole purpose and intent of obtaining innovative proposals from interested and qualified offerors to provide Procurement Card (Pro-Card) Services.

The City has been using pro-cards since 1998 and has approximately 555 cards in use. Proposals received in response to this RFP will be evaluated on the Offeror's approach to achieving the required outcome. The City will consider the proposed method of approach, relative degree of risk (if any), firms experience, and cost/revenue considerations.

Services under the anticipated contract will commence July 1, 2009.

Award will be made to the responsible offeror whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP.

PLEASE NOTE: The City is asking offerors to explain in their proposed method of approach for Pro-Cards whether, to what extent, and how they might be able to enable the City to efficiently authorize/restrict, control, and report procurement card expenditures.

B. Background

The City's present procurement card contract is with Bank of America.

The City's procurement card program commenced in 1998. Currently, there are five hundred fifty-five (555) cardholders making 1400+ transaction per month with a total yearly spending volume of over \$3 million. The average spend per transaction is \$190.00 for Fiscal Year 2008.

The City's program information, in relation to number of transactions and expenditures, is provided by fiscal year in Exhibit 1. The City's fiscal year runs from July 1 to June 30.



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Exhibit 1 City of Peoria Procurement-Card Activity, FY2005 thru FY 2008

Fiscal Year	Yearly Transactions	Yearly Expenditures
2005	15186	\$2,868,905.01
2006	15696	\$2,764,159.07
2007	16851	\$3,013,722.13
2008	17045	\$3,242,255.00

The City's current Program has 4 levels of card users with corresponding MCC codes for each level. The designations are Fuel, Field, Supervisory and Executive. The single purchase limit is set differently for each of the cards as well and the monthly limit. Those limits range from approximately \$300 per month to \$10,000 per month with a 10 transaction per day limit being set for most cards.

Authorized City employees use Pro-cards primarily to make relatively low dollar value purchases of goods and services, including those related to fleet and travel. City Materials Management staff currently provide onsite training for cardholders. Each new cardholder receives individual training and once every 2 years a citywide refresher training is given.

The City's current cards have the City logo on them along with a "For Business Use Only" imprint. Contractor shall provide a semi-custom card including embossed cardholder name (line 1), Business Use Only (line 2), imprinted City logo and a left side vertical imprint saying "Purchasing Card". The final design is to be approved by the City.

It is anticipated that new cards will be issued after employees attend City provided training on the new program. The selected vendor will not interface directly with City Employees. The City's program administrator will be responsible for all employee training and interactions related to the procurement card program.



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C. Inquiries

Direct questions related to this RFP to Athena Bonner, CPPB, and submit questions in writing. Please include the RFP number, page, and paragraph number for each question in order to ensure that questions asked are responded to correctly.

If you mail the questions to Ms. Bonner at The City of Peoria, Materials Management Division, allow sufficient time for receipt and response to questions. Additionally, do not place the RFP number on the outside of the envelope containing questions, as it may be improperly identified as an envelope containing a proposal, and not opened until after the official RFP close date.

It is preferable that all prospective offerors send all questions by e-mail to Ms. Bonner at: athena.bonner@peoriaaz.gov

Offerors must clearly understand that the only official answer or position of the City will be the one stated in writing.

II. General Description of Required Performance Outcomes

At a minimum, the Contractor must achieve and maintain the performance outcomes listed below, and consistent with performance standards agreed to by all parties through a contract as a result of this RFP. Offerors may also propose additional performance outcomes beyond those minimally stated.

If an award is made and a contract is implemented for Procurement Card (Pro-Card) services, the Contractor shall, through the term of the contract, enable the City to achieve several goals related to the use of Pro-Cards, including:

- Maximum practicable use of the p-cards provided by Contractor to make relatively low dollar value, high volume purchases of goods and services.
- To the extent that Contractor can assure or enable adequate control and not add inefficiency, maximum practicable use of the pro-cards provided by Contractor to make higher dollar, non-contract purchases as well as higher dollar, contract purchases.
- Soft dollar savings as a result of increased administrative efficiency and better resource allocation for central and departmental staff.
- Hard dollar savings as a result of reduced maverick buying and enhanced information regarding purchases, such as, for example, standard reports of purchases broken out by vendor, industry code, and product/service code.
- Internet-based/online program administration, including workflow processes that provide for efficient, economical, and effective:
 - Card application and approval;



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- Creation of cardholder profiles (authorized limits, merchant category codes, etc.)
- Transaction reporting;
- Changes in cardholder profiles (permanent and by exception);
- Card cancellation
- The ability to create customized reports, using any data field in the system and export in an Access or Excel format
- New and replacement card requests
- The capability for the City's Accounts Payable Division to reconcile the City's total expenditure on-line, and, to the extent feasible, to upload the reconciled transaction data directly from the electronic pro-card solution into the City's automated accounting system, through integration with PeopleSoft.
- The capability for the Program Administrator to view on-line the account transactions of all participants for a minimum period of the previous twelve(12) months, to make changes online in real-time to existing accounts, verify current account balances, check payment status, and establish online new participant accounts.
- The ability of the Program Administrator(s) to immediately process (override) rejected transactions either electronically or by phone.
- To the extent feasible, the capability for the Program Administrator to authorize or block purchases of goods or services. The City would prefer to have the ability to restrict cardholder spending in a variety of ways, including but not limited to Merchant Category Code (MCC) restrictions (ability to restrict types of vendors in general categories), , and spending limits (single, daily, monthly, number of transactions, etc.). The City would prefer to customize MCC restrictions as opposed to having to select from a general category of merchants.
- Data capture and standard and custom reporting capabilities that meet the City's needs in the areas of financial management and control This includes the capability, to the extent feasible, for the City to efficiently authorize or block, track, and report procurement card expenditures without having to enter transaction data after-the-fact. Data fields to include at a minimum (contingent on the merchant's ability to pass data to Contractor):
 - Cardholder name
 - Complete cardholder account number
 - Cardholder ID (if used)
 - Cardholder department name
 - Transaction dollar amount
 - Transaction tax amount
 - Transaction total amount
 - Transaction date
 - Transaction posting date
 - Contract number (via description field)
 - MCC/SIC codes
 - Vendor name



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- Vendor TIN
 - Vendor DUNS
 - Vendor group identifier
 - Other unique vendor identifier
 - 1099 status
 - MWDBE status
 - Reporting period date
- Data capture and standard and custom reporting capabilities that enable the City to track the transactions with minority and small businesses. The City's needs in this regard include as much data captured as possible from card transactions for inclusion in reports of purchases from small and disadvantaged businesses. Those categories include minority-owned small business, woman-owned small businesses, and other small businesses.
 - To the extent feasible, the ability and agreement of the Contractor to receive electronic payment from the City for services rendered through the program.
 - Maximum return to the City in the form of a rebate/revenue-sharing program.
 - The capability for the Program Administrator to issue ghost cards as well as conventional Pro-Cards.
 - Data capture and standard and custom reporting capabilities that enable the City to obtain as much data captured as possible from purchasing card transactions including vendor name, credit card number, cardholder name, date purchased, product description, amount paid, etc. This reporting capability should include the ability to download transaction data into common spreadsheet formats including MS Excel and/or Access.
 - Ability to use the City's existing hierarchy structure
 - Ability to define user access authority within the hierarchy
 - Ability to view the hierarchy through both a "tree view" and individual cardholder search.
 - A method should be available to screen cardholder activity for fraud patterns. If fraud is suspected, the contractor should contact the program administrator and not the cardholder to verify whether the transaction is legitimate and should be approved. The City requires that the program administrator always be notified in all cases and may require the contractor to work with their law enforcement agency, risk management staff and anyone else involved they require for fraud investigation. Cardholders do not have access to their account except through the program administrator and should never be contacted directly by the contractor unless permission is given by the program administrator on a case by case basis.
 - A process must be available to dispute Merchant transactions should they fail to resolve the issue with the actual merchant. This ability should be available via phone, fax or the Internet.
 - Maximum effectiveness, efficiency, and economy for card users.,
 - Maximum effectiveness, efficiency, economy, and control for agency administrators



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and managers.

- Maximum effectiveness, efficiency, economy, and control for the Procurement Card Administrator(s), including the ability to make changes immediately. Maximum effectiveness, efficiency, economy, and control for the Finance Department, including the ability to migrate data seamlessly to the City's PeopleSoft program.
- Support for the City's 1099 reporting requirements, the ability to identify each merchant's 1099/MWBE reporting status and sufficient information to report accordingly.
- Outstanding customer service, available 365 days a year, 24-hours a day.

III. Contractor's Responsibilities

- The Contractor must provide a central point of contact person(s) to ensure coordination of each Program, as well as individuals that have the necessary expertise to "trouble shoot" the provided solution.
- Offeror agrees that no data, information or distribution lists related to this contract may be sold or otherwise distributed by the offeror to a third party, including to any divisions owned by or affiliated with the offeror.
- No information other than routine billing and statements shall be sent to cardholders without the prior written approval of the City.
- Offeror agrees that all cards issued must require cardholder activation upon receipt (not be mailed "live").
- Offeror agrees to assume responsibility for all charges, without a deductible, incurred after **notification** of lost, stolen or compromised / fraudulently used cards. Compromised / fraudulent use is defined as use of the card /account by a person other than the person to whom the card was issued. The City and contractor will mutually agree upon the method of notification.
- Provide a pro-card design that is compatible with the City's needs.
- Provide access to services, via the Internet, to all program participants.
- Provide a toll free 24 hour, 365 day a year telephone number for customer service.
- Complete on-site "Train the Trainer" training for the various levels of card program administration, necessary for the effective use of the procurement card program, including, but not limited to an internet-based maintenance tool and software program.
- Provide a custom or standard report that meets the data requirement of the Procurement Card Monthly Purchase Transaction log.
- Archive all transactions as historical information to be retained for seven (7) years.
- Implement a complete interface of the card solution(s) to the City's PeopleSoft financial software, in order to permit uploading of transactional data.
- Provide a program that is free of annual fees or interest charges on current balances.
- Provide a program that includes protection against identity theft such as red flag notification.

IV. The City's Responsibilities



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- Supply a Program Administrator as a central point of contact.
- Supply cardholders with a Policies and Procedures Manual.
- Supply cardholders with the necessary training.
- Seek to minimize fraudulent card use through security and other appropriate measures and actions.

V. Rebate Proposal

Offerors are invited to offer rebates based on the combined annual spend of the City of Peoria using Exhibit 1 and/or as a member of a cooperative pool with other agencies. This rebate does not have to be fixed but can be dependent upon the level of annual spend; i.e. 1% based on annual spend of \$1 million; 1.5% based on annual spend of \$1.5 million, etc. Offerors may also propose rebates based on a combination of annual spend and average transaction amount, or any other verifiable measures. In any event, the milestones required for achieving rebates must be clearly identified/explained in the rebate proposal. If anything is contingent upon mutual agreement such as reducing the billing cycle turnaround time, that must also be clearly noted. However, the base proposal must be prepared assuming the billing cycles will remain monthly. The current billing cycle is from the 5th day to the 4th day of each month.



Attachment A

Solicitation Number: P09-0056

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Proposal Format

In order for the committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals must be submitted according to this format. The proposal should be prepared simply and economically, providing straightforward and concise information as requested. Unnecessary brochures or other presentations beyond that required to present a complete and effective proposal are not desired. Each section should be clearly identified and contain all of the information necessary to communicate the information required. Begin each section with the appropriate heading.

The proposal sections, page limits, and format must be as follows:

Executive Summary (2 pages)

Provide a cover letter, signed by an authorized officer of the firm, summarizing the Pro-Card solution you are proposing to provide and describing the underlying philosophy of your firm in providing the proposed solution. Include the name(s), telephone number(s), Fax number(s), and e-mail address(s) of the authorized contact person(s) for your proposal.

Project Understanding and Approach (15 pages)

Include, but do not limit to the following information:

- a) Description of the proposed contract team, and the role to be played by each member of the proposed team
- b) Proposed team organizational structure, interrelationships, and interactions
- c) Detailed plan of approach [including how you intend to achieve and attain the required performance outcomes set forth in this RFP, and to fulfill the contractor responsibilities set forth in this RFP.
- d) Proposed processes for disputed charges, including a description of the City's liabilities and any interest implications, turnaround time for resolving disputes, and whether the City will accrue any interest charges or fees of any kind while a matter is under review.
- e) Proposed service quality program to include contingency plans in case of failure of any business partners to provide service and/or to jeopardize the integrity of the Program
- f) Provide a complete description of the implementation / conversion process, including timeline for commencement/transition.
- g) Describe implementation tasks (roles & responsibilities) for agency Program Administrators, cardholders, approving officials, Accts. Payable/IT Staff, etc.
- h) Identify the bank issuing the cards proposed and whether it is VISA, MasterCard, American



Attachment A

Materials Management Procurement

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Express, Discover Card or other.

- i) Provide information on any other support services or other value added services you offer Program administrators and/or cardholders.

Compensation and Cost Data (5 pages)

Include, but do not limit to the following information:

- a) Provide any and all costs that would be associated with the Pro-Card program you are proposing, as well as a detailed explanation of any rebate/revenue-sharing program being offered as an element of such program.
- b) Any fees not directly related to the card program (late payment, rush fees, etc.) must be delineated herein

Corporate Experience and Capacity (5 pages)

Include, but do not limit to the following information:

- a) Provide information, which documents your firm's, and if applicable, any subcontractors' qualifications to produce the required outcomes and fulfill the required responsibilities of the program offered, including its/their ability, capacity, skill, financial strength, and number of years of experience in providing the required services.
- b) Provide information regarding all personnel who will be involved in the management of the services to the City.

Customer Listing/References (2 pages)

- a) Provide a listing of at least three (3) governmental customers during the past three years for Procurement Card Programs of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include at a minimum yearly spend, number of active cards, average transaction size and specific contact information.

Acceptance of Conditions (as required)

- a) Indicate any exceptions to the general terms and conditions of the RFP, the insurance requirements, the Contract for Services, and any other requirements listed in the RFP.



QUESTIONNAIRE

Solicitation Number: P09-0056

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.

Please indicate below any exceptions to the terms and conditions or requirements of this RFP:



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ: 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P09-0056 Page 1 of 1
Description: Procurement Card Services
Amendment No. One (1) Date: 11/09/10

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/30/10.

THE NEW CONTRACT TERM:

Contract Term: 07/01/10 to 06/30/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	11/23/10	Dawn Haddock	Bank of America
Signature	Date	Typed Name and Title	Company Name
201 E. Washington St., Collier Center 22 nd Floor AZI-200-22-15		Phoenix	AZ 85004
Address		City	State Zip Code

Attested By:

City Clerk

Director: Brent Mattingly, Director of Finance

Department Rep: Teresa Andersen, Buyer I
Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney



CC Number

ACON29309A
Contract Number

The above referenced Contract Amendment is hereby Executed

January 17, 2011

at Peoria, Arizona

City Seal

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(Rev. 01/05/09)

Official File

Herman F. Koebergen, Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P09-0056 Page 1 of 1
Description: Procurement Card Services
Amendment No. Two (2) Date: 3/28/11

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/11.

THE NEW CONTRACT TERM:

Contract Term: 07/01/11 to 06/30/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	4/13/11	Dawn Haddock	Bank of America
Signature	Date	Typed Name and Title	Company Name
201 E. Washington St., Collier Center 22 nd Floor AZI-200-22-15		Phoenix	AZ 85004
Address		City	State Zip Code

Attested By:

City Clerk



CC Number
ACON29309B
Contract Number

Director: Brent Mattingly, Director of Finance

Department Rep: Teresa Andersen, Buyer I
Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

at Peoria, Arizona

Herman F. Koebergen, Materials Manager

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A CON 29309B



CONTRACT AMENDMENT

**Materials Management
Procurement**
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Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P09-0056 Page 1 of 1
Description: Procurement Card Services
Amendment No. Three (3) Date: 4/16/12

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 6/30/12.

THE NEW CONTRACT TERM:

Contract Term: 07/01/12 to 06/30/13

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<i>David Randolph</i>	6/17/12	Dawn Haddock	Bank of America
Signature	Date	Typed Name and Title	Company Name
201 E. Washington St., Collier Center 22 nd Floor AZI-200-22-15		Phoenix	AZ 85004
Address		City	State Zip Code

Attested By:

Wanda Nelson

Wanda Nelson, City Clerk

Brent

Director: Brent Mattingly, Director of Finance

Teresa Andersen

Department Rep: Teresa Andersen, Buyer I

Stephen M. Kemp

Approved as to Form: Stephen M. Kemp, City Attorney



CC Number

ACON29309C
Contract Number

The above referenced Contract Amendment is hereby Executed

July 2, 2012 at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Management Supervisor

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CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. P09-0056 Page 1 of 1
Description: Procurement Card Services
Amendment No. Four (4) Date: 4/17/13

Buyer: Terry Andersen

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/13. **LAST YEAR OF CONTRACT**

THE NEW CONTRACT TERM:

Contract Term: 07/01/13 to 06/30/14

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	4/24/13	Dawn Haddock	Bank of America
Signature	Date	Typed Name and Title	Company Name
201 E. Washington St., Collier Center 22 nd Floor AZI-200-22-15		Phoenix	AZ 85004
Address		City	State Zip Code

Attested-By:

for Rhonda Geriminsky, City Clerk

Director: Brent Mattingly, Director of Finance

Department Rep: Teresa Andersen, Buyer I

CC Number

ACON29309D
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

May 7, 2013, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor



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