

REQUESTED COMMISSION ACTION:

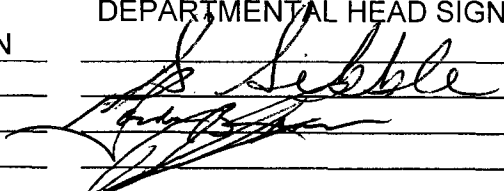
Consent Ordinance Resolution Consideration/
 Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A VISA PURCHASING CARD APPLICATION AND AGREEMENT FOR PARTICIPATION IN THE BANK OF AMERICA PURCHASING CARD PROGRAM; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

To authorize the City to participate in the Bank of America Purchasing Card Program Agreement with the State of Florida, thereby qualifying the City for a higher annual rebate structure based on spending levels under an E-Payables program. Please refer to the attached Memorandum #11-185 for a description of E-Payables.

- (1) Origin of request for this action: Finance Department
- (2) Primary staff contact: Suzette Sibble, Finance Director Ext.4680
- (3) Expiration of contract, if applicable: 1-6-2013
- (4) Fiscal impact and source of funding: No cost to implement E-Payables. Estimated annual savings of approximately \$145,000 based on current analysis of vendors expected to potentially sign-up to participate.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	6-7-11	Approval	
City Attorney	<u>6/14/11</u>	_____	_____
Budget	<u>6/7/11</u>	_____	_____
<input checked="" type="checkbox"/> City Manager			

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration	
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			



FINANCE DEPARTMENT MEMORANDUM 11-185

Date: June 7, 2011

To: Mayor and City Commission

From: Suzette Sibble, Finance Director

Via: Dennis Beach, City Manager

Re: E-Payables

What is E-Payables?

E-Payables is an electronic disbursement process which allows the City to pay vendors via a virtual credit card and turn around vendor payments in a shorter time frame than the current manual paper check process.

How does E-Payables Work?

- After goods are delivered and/or services rendered, vendors submit invoices to the Finance Department according to the current process.
- When the Finance Department has authorization and the invoice(s) are due for payment according to the current payment terms with the City, E-Payables begins its process.
- The vendor then receives an email notification of the payment from the City.
- The vendor then logs into a secure site using their assigned user ID, password and an installed secure certificate to view the payment details. Each payment notification will include the card number, CVV2, expiration date, City address, payment amount and invoice and/or PO numbers.
- Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the card as authorized in the email, the virtual card will no longer be available for charges. When the next payment is provided the vendor will receive a new card number, CVV2 and expiration date.

What are the main benefits to the City of E-Payables?

- No costs to implement;
- Extended float that increases cash flows;
- Reduce the cost of paper processing for vendor payments (check stock, envelopes, paper, postage, ink etc.);
- Create efficiencies in the Accounts Payable function; and

- Receive an annual rebate from the Bank based on spend levels. Initial estimate of savings to the City to implement e-payables is \$145,000. This is dependent on success in vendor sign-up.

What are the benefits to the City's vendors?

- Receive payments sooner, resulting in a quicker cash flow for day to day operations or investments;
- Less employee time spent on preparing and making bank deposits;
- Quickly reduce outstanding accounts receivable balances; and
- Eliminate the risk of lost or stolen checks

Date

Name

Title

City of Pompano Beach

Address

City, State Zip

Dear Name:

We are pleased to offer <Company Name> the following proposal for Bank of America's ePayables service. This service is based on your goals of converting paper checks to more efficient and cost-effective card payments.

The ePayables service provides cost savings that significantly improves your bottom line.

Your annual financial benefit of the ePayables service (conservative enrollment): **\$145,441**
 Your annual financial benefit of the ePayables service (aggressive enrollment): **\$237,392**

Vendor Match Analysis	Conservative	Aggressive
Estimated annual spend converted to ePayables	\$9,598,638	\$13,845,274
Estimated number of annual payments converted to ePayables	797	1,120
Savings per check eliminated	\$2.99	\$2.99
Value of check elimination	\$2,381.95	\$3,349.70
Value of float on annual spend	\$8,678.22	\$12,517.64
Potential incentive payout	\$134,380.93	\$221,524.38
Total estimated annual ePayables savings:	\$145,441.10	\$237,391.72

The estimated annual benefits of converting check payments to ePayables is based on an analysis of your current supplier payment data, as provided by you to Bank of America. To see how these estimates were calculated, please refer to:

- § Methodology tab — Process of segmenting your supplier payment data
- § Financial Benefits Model tab — Calculations based on your supplier payment data

The conservative estimate is the spend Bank of America expects to convert to card, based on our success rate in targeting and on-boarding vendors with minimal client inputs.

The aggressive estimate is the spend Bank of America expects to convert to card if, in addition to the Bank's on-boarding campaign, the client is engaged in driving vendor adoption of card.

This service will provide <Company Name> the following benefits:

- § Extended float that increases cash flow
- § A payment alternative with no per item transaction fees or monthly maintenance costs
- § Potential to earn rebate, based on program spend
- § Reduced materials, labor and overall costs associated with disbursing payments
- § A managed and facilitated vendor enrollment campaign to identify and enroll suppliers for card acceptance
- § Improved transaction risk management and electronic payment fraud control when compared to check disbursements
- § No disruption to existing AP processes
- § Easy implementation with minimal impact to your valuable technical resources
- § Improved buying power with the ability to offer your vendors a faster, more reliable payment option
- § Supplier remittance information sent to vendors

Thank you for allowing us to deliver this proposal and for your continued interest in the Bank of America ePayables service. Please contact me if you have any questions regarding this proposal. We look forward to continuing our work with <Company Name> and delivering the value of electronic payments and remittance delivery to your organization and its vendors.

Sincerely,

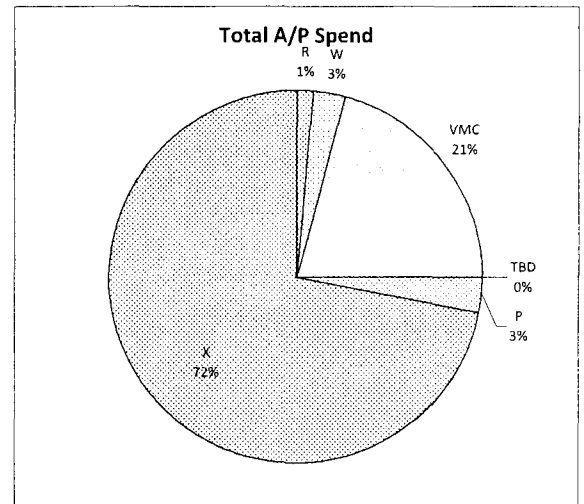
TMSO Name
 TMSO Corporate Title
 TMSO Functional Title
 Bank of America

City of Pompano Beach

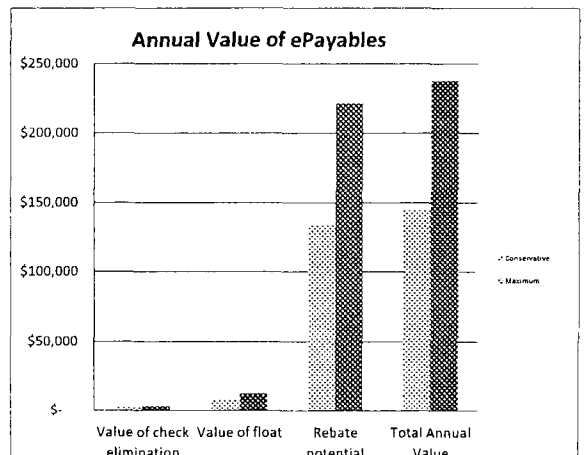
Financial Benefits Model



Description	Code	Spend	Supplier Count	Transaction Count
Summary				
Suppliers accepting ePayables from existing BAML clients	R	\$1,817,225	18	312
Suppliers accepting Purchasing Card from existing BAML clients	W	\$3,389,277	36	511
Suppliers accepting Visa/MasterCard	VMC	\$26,742,138	110	1,538
Strategic suppliers with high spend requiring client involvement for enrollment	TBD	\$0	0	0
Suppliers more suitable for P-Card	P	\$3,975,138	1,177	4,839
Suppliers with negligible or unknown card acceptance	X	\$91,869,148	781	4,454
Totals		\$127,792,926	2,122	11,654



Description	Conservative Enrollment	Aggressive Enrollment
Conversion by A/P spend	R-60%, W-38%, VMC - 27%	R-80%, W-50%, VMC - 40%
Suppliers accepting ePayables from existing BAML clients (R)	\$1,090,335	\$1,453,780
Suppliers accepting Purchasing Card from existing BAML clients (W)	\$1,287,925	\$1,694,638
Suppliers accepting Visa/MasterCard (VMC)	\$7,220,377	\$10,696,855
Projected ePayables spend at maturity	\$9,598,638	\$13,845,274
Conversion by transaction count		
Suppliers accepting ePayables from existing BAML clients (R)	187	250
Suppliers accepting Purchasing Card from existing BAML clients (W)	194	256
Suppliers accepting Visa/MasterCard (VMC)	415	615
Total # of payments converted	797	1,120
Average per check cost (direct and indirect)	\$2.99	\$2.99
Value of check elimination	\$2,381.95	\$3,349.70
Value of float		
Average days float on checks (net 10)	17	17
Average days float on ePayables (net 10, 30/25 cycle)	50	50
Additional days float	33	33
Estimated client cost of funds	1.00%	1.00%
Estimated client daily cost of funds	0.00274%	0.00274%
Value of float on annual spend	\$8,678	\$12,518
Rebate potential		
Potential program spend	\$9,598,638	\$13,845,274
Basis points earned (30/25 cycle)	1.40%	1.60%
Rebate based on potential spend	134,381	221,524
Annual value of converting A/P payments to ePayables	\$145,441	\$237,392



City of Pompano Beach

Methodology

Step 1 Bank of America matches your suppliers against our proprietary database of vendors who have accepted card from existing Bank clients and segments your AP vendor file, assigning each segment a code. The following is the output summary:

Description	Code	Spend	Supplier Count	Transaction Count	Average Ticket	Average per Supplier
Suppliers accepting ePayables from existing BAML clients	R	\$ 1,817,225	18	312	\$ 5,824	\$ 100,957
Suppliers accepting Purchasing Card from existing BAML clients	W	\$ 3,389,277	36	511	\$ 6,633	\$ 94,147
Suppliers accepting Visa/MasterCard	VMC	\$ 26,742,138	110	1,538	\$ 17,388	\$ 243,110
Strategic suppliers with high spend requiring client involvement for enrollment	TBD	\$ 0	0	0	\$ 0	\$ 0
Suppliers more suitable for P-Card	P	\$ 3,975,138	1,177	4,839	\$ 821	\$ 3,377
Suppliers with negligible or unknown card acceptance	X	\$ 91,869,148	781	4,454	\$ 20,626	\$ 117,630
Totals		\$127,792,926	2,122	11,654	\$10,966	\$60,223

Vendor Name	Annual Amount	Transaction Count	WORKSMATCH
PIERCE MANUFACTURING INC	\$ 996,731	1	W
PRO-AM SAFETY INC	\$ 354,986	8	W
TEN-8 FIRE EQUIPMENT INC	\$ 346,724	31	R
HIMES ELECTRIC COMPANY INC.	\$ 220,243	3	R
FERGUSON ENTERPRISES, INC.	\$ 194,562	42	R
ADVANCED DATA SOLUTIONS INC	\$ 190,996	13	W
WESCO TURF, INC.	\$ 185,477	4	R
CLEANING SYSTEMS INC	\$ 162,509	24	W
CLUB CAR INC	\$ 157,799	1	R
HYDRANAUTICS	\$ 156,798	4	W
MWH AMERICAS, INC.	\$ 156,547	17	R
ATLANTIC TRUCK CENTER	\$ 133,564	28	W
THE URBAN GROUP, INC.	\$ 101,131	8	W
BARTOW FORD COMPANY	\$ 96,400	2	W
BOUND TREE MEDICAL, LLC	\$ 82,944	36	R
SUPERIOR MULCH	\$ 79,950	17	W
NORTRAX EQUIPMENT CO	\$ 73,800	1	W
SUN-SENTINEL	\$ 68,533	40	R
HDS LIGHTING INC	\$ 66,942	7	W
SHRIEVE CHEMICAL COMPANY	\$ 65,257	21	R
PDSI	\$ 64,000	2	W
HARCROS CHEMICALS INC.	\$ 60,707	5	R
SOLO PRINTING INC.	\$ 56,811	4	R
XEROX CORPORATION	\$ 55,668	39	W
MOTOROLA	\$ 50,225	13	W

Step 2 Assumptions used in calculating the financial benefits of ePayables:

- a. Only the suppliers coded as R, W and VMC are included in the calculation of the financial benefits of ePayables.
- b. Suppliers coded as "TBD" are W suppliers with spend greater than \$10MM and VMC suppliers with spend greater than \$5MM. These are considered strategic suppliers and require client participation for enrollment. BAML excludes these suppliers from the conservative estimate and calling campaign. However, BAML will partner with you to target these strategic suppliers for on-boarding.
- c. Suppliers coded as "P" are W and VMC suppliers with spend below \$25,000. These are more suited for Purchasing card and BAML excludes these suppliers from our conservative estimate and calling campaign. However, we will provide you the tools and training necessary to target these suppliers for on boarding.
- d. We assign success rates of check to card conversion to suppliers in the R, W and VMC segments defined above, based on our unparalleled experience in the field of AP automation. Today, hundreds of clients process billions of dollars in payments to their suppliers leveraging Bank of America's ePayables' service. The actual success rates for your company may vary based on a number of factors.

	Code	Conservative Estimate	Aggressive Estimate
Conversion rate for suppliers currently accepting ePayables from existing BAML clients	R	60%	80%
Conversion rate for suppliers accepting Purchasing card from existing BAML clients	W	38%	50%
Conversion rate for suppliers that are VISA/MC acceptors but for whom we have never seen a Works transaction	VMC	27%	40%

e.  Indicates a variable client field.

f. Description of check costs and cost of funds:

Description	Amount	Comments
Average per check cost (direct and indirect)	\$2.99	This represents check costs that would be eliminated if checks are converted to ePayables. This figure is the cost of check production, including banking fees (direct and indirect check production expenses). It includes direct expenses related to check production, mailing, etc. as well as the related banking fees with respect to item clearing and reconciliation services. \$2.99 is a conservative industry estimate assuming a highly automated check production process. Alternatively client provided check production costs may be used. Bank of America ePayables Product Management has done extensive industry study and can provide details on how this number was calculated in addition to savings expected in average or minimally automated check production environments if requested.
Estimated client cost of funds	3.25%	Adjust according to the clients view of the value of additional working capital (at minimum this is normally Fed funds rate). For current rate information click the link or copy and paste it into your internet browser address line: http://www.bankrate.com/rates/interest-rates/prime-rate.aspx

Step 3. Estimated annual ePayables financial benefits are calculated as detailed on the "Financial Benefits Model" tab

Conservative enrollment	This is the spend Bank of America expects to convert to card, based on our success rate in targeting and on-boarding vendors with minimal client inputs.
Aggressive enrollment	This is the spend Bank of America expects to convert to card if, in addition to the Bank's on-boarding campaign, the client is engaged in driving vendor adoption of card.

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A VISA PURCHASING CARD APPLICATION AND AGREEMENT FOR PARTICIPATION IN THE BANK OF AMERICA PURCHASING CARD PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, Florida, has prepared an application requesting participation in the Bank of America Purchasing Card Program; and

WHEREAS, the city will be able to participate in the E-Payables Program which will allow the city to pay select vendors electronically, thereby reducing costs to the city and qualifying the city for an annual rebate from Bank of America based on spend levels; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Application and Agreement for Participation in the Bank of America Purchasing Card Program, a copy of said Application and Agreement is attached hereto and made a part hereof, is hereby approved.

SECTION 2. That the proper city officials are hereby authorized to execute said application and agreement with Bank of America, N.A. USA.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

State of Florida Bank of America Purchasing Card Application



Check the box which applies:

Payments will be processed through the State of Florida's Department of Banking and Finance.

Payments will be processed directly to Bank of America.



STATE OF FLORIDA / BANK OF AMERICA VISA PURCHASING CARD APPLICATION
Does your Organization currently bank with Bank of America? YES, Location: WEST PALM BEACH

Entity Information (Please type or print):

Name of Entity (As it will appear on card): Limit 24 spaces.

CITY OF POMPA NO BEACH

Entity Legal Name CITY OF POMPA NO BEACH
Street Address 100 W. Atlantic Blvd.
City/State/Zip Pompano Beach, FL 33060 Tax ID # 59-6000411
Business Phone 954-786-4680 No. of Employees 878

Type of Organization:

- State Agency
- Community College
- Special District (type) _____
- Municipality
- District School Board
- Other (specify) _____
- County
- County Constitutional Office (specify) _____

Program Administrator:

Name SUZETTE SIBBLE Title FINANCE Director
Business Address 100 W. Atlantic Blvd.
City Pompano Beach State FL Zip 33060 Business Phone 954-786-4680
E-mail address Suzette.sibble@copbf.com Fax Number 954-786-4687

Back-Up Program Administrator

Name ANDREW JEAN-PIERRE Title CONTROLLER
Business Address 100 W. Atlantic Blvd.
City Pompano Beach State FL Zip 33060 Business Phone 954-786-4501
E-mail address andrew.jean-pierre@copbf.com Fax Number 954-786-4687

Program Information:

1. What is your projected annual dollar volume using the Purchasing Card? _____
2. How many cards do you anticipate initially? _____ At full implementation? _____
3. How soon do you plan to implement a Purchasing Card program (target date)? _____

TO ENSURE PROMPT PROCESSING:

- Complete Application and Signature and Authorization:** Complete all sections including Signature(s), Authorization and Certificate of Authority.
- Financial Statements:** For Entities processing payments directly to Bank of America, **enclose your two most recent years audited financial statements.**
http://www.mypompanobeach.org/directory/index.html#Finance_Department_
- Forward the completed application, along with all required documentation, to your Bank of America Account Representative.

Electronic Transmission and Reporting:

- EDI
- Statement Billing File (ASCII)
- Info Span/CPA
- EAGLS

Payment Method:

- ACH Debit
- ACH Credit
- Wire Transfer

Signature and Authorization:

To be signed by person authorized to enter into the Agreement:

The entity named above the (the "Entity"), by the signature of its authorized officer or employee below, requests that a Visa Purchasing Card account be established by Bank of America, N.A. USA in the name of the Entity, and that Visa Purchasing Cards be issued to the representatives of the Entity as the Entity designates from time to time. The Entity agrees to be liable for transactions made on the account, and shall pay Bank of America, N.A. USA the account charges in accordance with the Bank of America Purchasing Card Program Agreement with the State of Florida dated February 4, 1997, as it may be amended from time to time (the "Agreement"). The Entity hereby acknowledges receipt of a copy of the Agreement. The Entity agrees that it shall be considered a participating Entity, as such term is defined in the Agreement and as such shall fulfill all Participant Entity obligations. If the Entity utilizes electronic data interchange (EDI) through the Florida Department of Management Services (DMS) for billing and information processing and to the extent that funding is not lawfully available to the Division of Purchasing of DMS to pay the EDI costs, then the Entity agrees to pay DMS its proportionate share of electronic data interchange costs (EDI), as determined at the sole discretion of DMS. The Entity understands that its participation in the Purchasing Card Program may be immediately terminated if it fails to make timely payments hereunder or otherwise as permitted in the Agreement. If the Entity process payments directly to Bank of America and the Agreement should terminate, Bank of America may, as its option, upon notice to the Entity, terminate Entity's account or issue new terms for the account. I hereby certify that I am authorized to sign this application for the Bank of America Purchasing Card Program and to contractually bind the Entity to all terms and conditions found herein, without limitation, for the duration of the said contract. The legal basis upon which this authorization exists is as follows:

Florida Law (please give citation): _____

Florida Administrative Code or ordinance (please give citation): _____

Other (please give reference or citation): _____

Name (print): Lamar Fisher Title: Mayor

Signature: _____ Date: _____

Entity or Organization: City of Pompano Beach

Certificate of Authority (to be signed by Counsel for Participating Entity./Organization):

This certifies that _____ is authorized, by the specific provisions of the Florida Statutes, Florida Administrative Code or other legal authority cited above, to sign the application for the Bank of America Purchasing Card Program on behalf of the named Entity/Organization in this application and by so signing binds the Entity/Organization to all terms and conditions found herein, without limitation, for the duration of the said contract.

Print Name: Gordon B. Linn

Signature: _____

Florida Bar I.D. Number: _____

**AMENDMENT NO. 11 TO THE
BANK OF AMERICA PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

THIS AMENDMENT, effective the last date of signature, between Bank of America, N.A. (USA) ("Bank of America") and the State of Florida, Department of Management Services ("State"), modifies that Agreement between the parties dated February 4, 1997, as previously amended.

NOW, THEREFORE, in addition to any other rights set forth in the Agreement, the Parties agree as follows:

1. Employment Eligibility Verification. The language below replaces Section 5, Executive Order Number 11-02, of Amendment 10:

Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the Agency, within thirty days of the effective date of this amendment, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this amendment or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

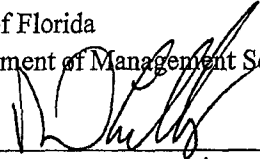
Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

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2. Other Terms: All other terms and conditions of the Agreement, as amended, remain in full force and effect.

State of Florida
Department of Management Services

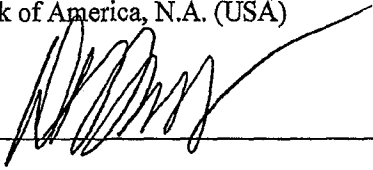
By: 

Name: David Faulkenberry

Title: Deputy Secretary

Date: 4/11/2011

Bank of America, N.A. (USA)


By: 

Name: D. Keith Thompson

Title: SENIOR VICE PRESIDENT

Date: April 6, 2011

Approved as to form and legality:

By:  4/8/11

Office of the General Counsel: Date
Department of Management Services

**AMENDMENT NO. 10 TO THE
BANK OF AMERICA PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

THIS AMENDMENT, effective the last date of signature, between Bank of America, N.A. (USA) ("Bank of America") and the State of Florida, Department of Management Services ("State"), modifies that Agreement between the parties dated February 4, 1997, as previously amended.

WHEREAS, the Agreement (i) was originally entered on February 4, 1997; (ii) was continued as a single source contract on July 7, 2007 pursuant to Section 287.057(5)(b), Florida Statutes; (iii) was continued as an Extension on June 23, 2010, Pursuant to Section 287.057(13); and (iv) is scheduled to expire on January 6, 2011;

WHEREAS, in accordance with Section 287.057(5)(b), Florida Statutes, the parties desire to continue the Agreement as a single source contract for an additional two (2) year period, beginning January 7, 2011, through January 6, 2013, and

NOW, THEREFORE, in addition to any other rights set forth in the Agreement, the Parties agree as follows:

1. Contract Continuation. The Agreement is hereby effective through January 6, 2013, unless terminated earlier.
2. Effect of a Replacement Contract. A replacement contract may be established prior to January 6, 2013. In such case, the State may terminate the Agreement prior to January 6, 2013.
3. Shared Savings. Notwithstanding anything to the contrary in the Agreement, if Bank of America becomes subject to new federal, State of Florida, and/or Card Association rules or regulations that significantly reduce revenue, the rebate payment structure may be subject to re-negotiation. A request for re-negotiation shall be made in writing, citing the new rules or regulations and the related impact. The State will review and respond to the request for re-negotiation within 15 days of receipt of said notice. Both Parties agree to negotiate in good faith, and within a 15 day timeframe following the State's response. In the event that both Parties are unable to come to a mutually agreeable provision as it relates to the rebate payment structure:
 - (a) Bank of America will have the right to terminate the rebate payments upon 90 days notice to the State after said impasse is reached in negotiations or as of the date such rule or regulation takes effect, whichever is later; or
 - (b) Bank of America will have the right to terminate the Contract upon 180 days written notice to the State. The rebate payment structure shall remain in full force and effect for the entire 180 day notice period.
4. New Participants. New Participating entities that join the Agreement after execution of Amendment No. 10 must select a settlement period of not more than 30 cycle days and not more than 14 grace days.
5. Executive Order Number 11-02. Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-02 entered on January 4, 2011, Bank of America will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Bank of America to perform employment duties within Florida within 3 business days after the date of hire; and (b) all persons (including subcontractors) assigned by Bank of America to perform work pursuant to the Agreement within 90 calendar days after the date of this Amendment or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.

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6. Other Terms. All other terms and conditions of the Agreement, as amended, remain in full force and effect.

State of Florida
Department of Management Services

By: 

Name: DAVID FAULKENBERRY

Title: INTERIM SECRETARY

Date: 1/6/2011

Bank of America, N.A. (USA)


By: 

Name: D. Keith Thompson

Title: SENIOR VICE PRESIDENT

Date: 1-02-11

Approved as to form and legality:

By:  1/6/2011
Office of the General Counsel Date
Department of Management Services

**AMENDMENT NO. 9 TO THE
BANK OF AMERICA PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

THIS AMENDMENT is entered into this 23 day of June, 2010, between Bank of America, N.A. (USA) ("Bank of America") and the State of Florida, Department of Management Services ("State"), and modifies that Agreement between the parties dated February 4, 1997, as previously amended.

WHEREAS, the Agreement (i) was originally entered on February 4, 1997, (ii) was continued as a sole source contract on July 7, 2007 pursuant to Section 287.057(5)(b), Florida Statutes; and (iii) is scheduled to expire on July 6, 2010;

WHEREAS, the State is currently re-procuring the services provided under the Agreement pursuant to ITN# 13-973-120-X, which procurement is not expected to be concluded until at least September, 2010;

WHEREAS, in accordance with Section 287.057(13), Florida Statutes, the parties desire to extend the Agreement for an additional six (6) months period, beginning July 7, 2010 through January 6, 2011, and

NOW, THEREFORE, in addition to any other rights set forth in the Agreement, the Parties agree as follows:


1. **Contract Extension.** The Agreement is hereby extended effective from July 7, 2010 to January 6, 2011.

2. **Effect of a Replacement Contract.** A replacement contract may be established under ITN No. 13-973-120-X prior to January 6, 2011. In such case, the State may terminate this Agreement prior to January 6, 2011; provided, however, that the State must advise Bank of America of such early termination at least fifteen (15) calendar days in advance thereof.

3. **Other Terms.** All other terms and conditions of the Agreement, including all executed amendments through Amendment No. 8 entered on August 10, 2009, remain in full force and effect.

State of Florida
Department of Management Services

Bank of America, N.A. (USA)

By: 

By: 

Name: Linda H. South

Name: Kristin Harrison

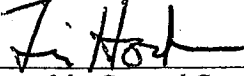
Title: Secretary

Title: Senior Vice President

Date: 6/23/10

Date: June 23, 2010

Approved as to form and legality:

By: 

Office of the General Counsel
Department of Management Services

6/23/10
Date

**AMENDMENT NO. 8 TO THE
BANK OF AMERICA PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

THIS AMENDMENT is entered into this 10th day of August, 2009, between Bank of America, N.A. (USA) ("Bank of America") and the State of Florida, Department of Management Services ("State"), and modifies that Agreement between the parties dated February 4, 1997, as previously amended. This Amendment will be effective as of June 1, 2009.

NOW, THEREFORE, in addition to any other rights set forth in the Agreement, the Parties agree as follows:

1. **Shared Savings.** The following modifies the provisions of Section 13 and Addendum A of the Agreement, and replaces Amendment No. 5 dated May 10, 2004 in its entirety.

A. **Categories.** For the purposes of calculating shared savings, participating entities (as defined in this Agreement) shall be categorized into two (2) categories, as follows:

- i. Participating Entities/agencies that process and pay via the Florida Department of Financial Services on a daily basis shall be known as Category A.
- ii. Participating Entities (local governments/political subdivisions/universities, etc.) that make payment to Bank of America through other payment systems shall be known as Category B.

B. **Payments.** Payment of shared savings shall be made as follows:

- i. **Base Payment to the State.** Bank of America shall pay a 1% (100 basis points) fee per transaction, to the State, based on the Net Purchase Volume of the Participating Entities in Categories A and B per Calculation Period. The Calculation Period is one (1) calendar month.

- ii. **Additional Payment to Category B Participating Entities.** In addition, Bank of America shall pay, not later than 60 days after the close of the calendar year, a rebate to each qualifying Category B Participating Entity. Except for the period January 1, 2009 through May 31, 2009, the rebate will be determined by the participant's calendar year Net Purchase Volume under this Agreement and outlined by the New Rebate Grid. For the period January 1, 2009 through May 31, 2009, the rebate paid will be determined by the Prior Rebate Grid.

Prior Rebate Grid

- (a) Less than \$1 million in Net Purchase Volume -- No Rebate
- (b) \$1,000,000 - \$9,999,999 -- 40 basis points
- (c) \$10,000,000 - \$24,999,999 -- 50 basis points
- (d) \$25,000,000 and greater -- 60 basis points

New Rebate Grid

- (a) Less than \$1 million in Net Purchase Volume – No Rebate
- (b) \$1,000,000 - \$3,499,999 – 110 basis points
- (c) \$3,500,000 - \$9,999,999 – 140 basis points
- (d) \$10,000,000 and greater – 160 basis points *

In the event of termination of this Agreement, the rebate paid to the Category B Participating Entities for Net Purchase Volume in the calendar year of termination will be determined by prorating the Net Purchase Volume threshold by the actual number of days in the calendar year this Agreement is in effect.

C. Shared Savings Payment Adjustment

- i. In addition, within 10 days of making rebate payment to the Category B Participating Entities as outlined in B(ii), Bank of America shall calculate any shared savings payment adjustment and remit to the State, based on the following formula:

[Total Annual Rebate Cap] *minus* [Amounts Paid under sections B(i) and B(ii) as set out below].

Total Annual Rebate Cap

The Total Annual Rebate Cap, defined as the maximum annual rebate to be paid by Bank of America under this Agreement, for each year will be applied to the Net Purchase Volume of all Participating Entities in Category A and Category B, as follows:

- (a) Less than \$300 million in Net Purchase Volume = 160 basis points
- (b) \$300 million - \$349,999,999 = 162 basis points
- (c) \$350 million - \$399,999,999 = 164 basis points
- (d) \$400 million - \$449,999,999 = 166 basis points
- (e) \$450 million - \$499,999,999 = 168 basis points
- (f) \$500 million - \$549,999,999 = 170 basis points
- (g) \$550 million - \$599,999,999 = 172 basis points
- (h) \$600 million and greater = 174 basis points

The calendar year 2009 Annual Rebate Cap will be determined on the full calendar year's Net Purchase Volume but only on the rebate calculated and paid for the Category A and Category B Participating Entity Net Purchase Volume during the period June 1, 2009 through December 31, 2009.

In the event of termination of this Agreement, the Net Purchase Volume used in the Annual Rebate Cap will be determined by prorating the Net Purchase Volume by the actual number of days in the calendar year this Agreement is in effect.

ii. Bank of America and the State will review monthly the Net Purchase Volume for Category A and Category B Participating Entities. If, based on the year-to-date and projected annual volumes of the Category A and Category B Participating Entities, the anticipated Payments described in Paragraph B(i) and B(ii) are forecast to exceed the Total Annual Rebate Cap, then the State will agree to amend the New Rebate Grid in a sufficient amount to ensure the Total Annual Rebate Cap is not exceeded. In the event that such adjustment has occurred, the State will communicate the New Rebate Grid as adjusted to all Category B Participating Entities.

D. Large Ticket Transactions. A "Large Ticket Transaction" is defined as a transaction which, based on the merchant and dollar amount, may be subject to the Visa Large Ticket Interchange program, as determined and amended by Visa from time to time. If qualifying Large Ticket Transactions exceed 5% of the total Net Purchase Volume for both Participating Entity Categories A and B, Bank of America reserves the right to renegotiate transaction fees for qualifying Large Ticket Transactions, as mutually agreed by both parties.

2. Other Terms. All other terms and conditions of the Agreement and its previously executed amendments remain the same.

State of Florida
Department of Management Services

Bank of America, N.A. (USA)

By: Charles W. Covington
Name: Charles W. Covington
Title: Director of State Purchasing
Date: 8/10/09

By: E. Tullios
Name: EVAN TULLIOS
Title: SVP
Date: 08.06.09

Approved as to form and legality:

Jim Horne
DMS Attorney

8/10/09
Date



The Administrative and Operations Arm
of Florida's Government



DEPARTMENT OF MANAGEMENT
SERVICES

JEB BUSH, GOVERNOR

TOM LEWIS, JR., SECRETARY

April 4, 2005

#7

Suite 315

MEMORANDUM NO.: (973-120-97-1)-7

TO: Department Addressed
FROM: Director, State Purchasing
SUBJECT: Contract No. 973-120-97-1
Title: Purchasing Card Services

The Contract Administrator has been changed from Tom Butler to David Comer.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.

DSP/



The Administrative and Operations Arm
of Florida's Government



DEPARTMENT OF MANAGEMENT
SERVICES

JEB BUSH, GOVERNOR

TOM LEWIS, JR., SECRETARY

Suite 315

May 20, 2004

MEMORANDUM NO.: (973-120-97-1)-6

#6

TO: Department Addressed
FROM: Director, State Purchasing
SUBJECT: Contract No. 973-120-97-1
Title: Purchasing Card Services

The subject contract has received a 5th Amendment.

The Contract Administrator has been changed from Kaye Robertson to Tom Butler.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.

DSP/

**AMENDMENT NO. 5 TO THE
BANK OF AMERICA PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

THIS AMENDMENT is entered into this 10TH day of May, 2004, between Bank of America N.A. (USA) ("Bank of America") and the State of Florida, Department of Management Services, ("State"), and modifies that Agreement between the parties dated February 4, 1997, as previously amended. This Amendment will be effective July 1, 2004.

NOW, THEREFORE, in addition to any other rights set forth in the Agreement, the Parties agree as follows:

1. **Authorization of Modifications.** Section 9(B) of the Agreement permits the Parties to modify the terms and provisions of the Agreement pursuant to a writing signed by both Parties. In addition, Section 13(B) of the Agreement anticipates and allows for potential changes regarding the "Shared Savings" terms contained therein.
2. **Shared Savings.** The following information modifies the provisions of Section 13 and Addendum A of the Agreement.
 - A. **Categories.** For the purposes of calculating shared savings, participating entities (as defined in the Agreement) shall be categorized into two (2) categories, as follows:
 - i. Participating Entities/agencies that process and pay via the Florida Department of Financial Services on a daily basis shall be known as Category A.
 - ii. Participating Entities (local governments/political subdivisions/universities, etc.) that make payment to Bank of America through other payment systems shall be known as Category B.
 - B. **Base Payment.** Bank of America shall pay 1% (100 basis points) MyFloridaMarketPlace fee per transaction in accordance with section 287.057(23), Florida Statutes to the State, based on the Net Purchase Volume of Participating Entities in Category A and B per Calculation Period. The Calculation Period is one (1) calendar month.
 - a. **Category B Participating Entities** shall receive a rebate directly from Bank of America on an annual basis, 60 days after the close of the calendar year. This will be paid on each Participating Entity's Net Purchase Volume, based on the following volume thresholds:
 - i. Less than \$1 million in net purchase volume -- no rebate
 - ii. \$1,000,000 - \$9,999,999 -- 40 basis points
 - iii. \$10,000,000 - \$24,999,999 -- 50 basis points
 - iv. \$25,000,000 and greater -- 60 basis points
 - b. **Fee Reporting.** Bank of America will utilize the latest PUR 3776 form to report the 100 basis points (1%) based on net volume. This form can be downloaded from www.myfloridamarketplace.com.
- C. **Large Ticket Transactions.** A "Large Ticket Transaction" is defined, as a transaction which, based on the merchant and dollar amount, may be subject to the Visa Large Ticket Interchange program, as determined and amended by Visa from time to time. If qualifying Large Ticket transactions exceed 5% of the total Net Purchase Volume for both Participating

Entity Categories A and B, Bank of America reserves the right to renegotiate transaction fees for Large Ticket qualifying transactions, as mutually agreeable by both parties.

4. **Other Terms.** All other terms and conditions of the Agreement and its previously executed Amendments remain the same.

State of Florida
Department of Management Services

By: Russ Rothman

Name: RUSS ROTHMAN

Title: CHIEF PURCHASING OPERATIONS OFFICER

Date: MAY 10, 2004

Bank of America, N.A. (USA)

By: Jeri Winkleblack

Name: Jeri Winkleblack

Title: Vice President

Date: May 10, 2004



**FLORIDA
DEPARTMENT
OF
MANAGEMENT
SERVICES**

JEB BUSH
Governor

CYNTHIA A. HENDERSON
Secretary



State Purchasing
4050 Esplanade Way
Suite 350
Tallahassee, Florida
32399-0950

Telephone:
850-488-8440

Fax:
850-414-6122

Internet:
www.MyFlorida.com

Suite 315

January 23, 2002

MEMORANDUM NO.: (973-120-97-1)-5

TO: Department Addressed
FROM: Director, State Purchasing
SUBJECT: Contract No. 973-120-97-1
Title: Purchasing Card Services

This memorandum reflects an update on contact information for the Program Administrator, and Contract Administrator. This change is reflected on the Certification of Contract.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Kaye Robertson at (850) 488-3158, Suncom 278-3158, Email: robertk@dms.state.fl.us

RHH/mw/seh

4

Suite 315

August 12, 1999

MEMORANDUM NO.: (973-120-97-1)-4

TO: Department Addressed

FROM: H. P. Barker, Jr., CPPO
Chief, Bureau of Procurement and Contract Management

SUBJECT: Contract No. 973-120-97-1
Title: Purchasing Card Services

Please make the following changes in the subject contract:

Delete: Certification of Contract and Page 26

Add *Certification of Contract and Page 26 *(Rev 11 Aug 99)

This Memorandum reflects information changes on the Certification of Contract, and on the Ordering Instructions.

PLEASE NOTE

Whether getting price quotes or placing orders by telephone, please ask the vendor if they accept **VISA** *instead* of asking if they accept the "State of Florida Purchasing Card". Some vendors don't identify the "State of Florida Purchasing Card" as a **VISA** card. Again, please remember to ask if they accept **VISA**.

Also note that NationsBank and Bank of America have merged to form Bank of America N. A., therefore, the current Purchasing Card has a *new look*. The card now features the corporate logo and the new legal name, Bank of America, N. A. Existing cardholders will receive new cards upon renewal of their current cards expiration date. The look of the card is the *only* thing that has changed. All policies and procedures remain the same.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Marvin Williams at 488-8366, Suncom 278-8366, william@dms.state.fl.us

HPB/mw/kla

#3

Suite 315

February 10, 1999

MEMORANDUM NO.: (973-120-97-1)-3

TO: Department Addressed

FROM: George C. Banks, CPPO
Director, State Purchasing

SUBJECT: Contract No. 973-120-97-1
Title: Purchasing Card Services

Please make the following changes in the subject contract:

Delete: Page: 26

Add: Page: *26 *(Rev 11 Feb 99)

This memorandum reflects changes on the ordering instructions.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Marvin Williams at 488-8366, Suncom 278-8366, william@dms.state.fl.us

GCB/mw/kla

December 16, 1998

MEMORANDUM NO.: (973-120-97-1)-2

TO: Department Addressed

FROM: George C. Banks, CPPO
Director, State Purchasing

SUBJECT: Contract No. 973-120-97-1
Title: Purchasing Card Services

Please make the following changes in the subject contract:

Delete: Certification of Contract and Page 26

Add: *Certification of Contract and Page 26 *(Rev 16 Dec 98)

This memorandum reflects information changes on the certification of contract, and on the ordering instructions.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Marvin Williams at (850) 488-8366, Suncom 278-8366, E-Mail william@dms.state.fl.us.

GCB/mw/lms

1

June 18, 1997

Suite 315

MEMORANDUM NO.: (973-120-97-1)-1

TO: Department Addressed
FROM: George C. Banks, CPPO
Director, Division of Purchasing
SUBJECT: Contract No. 973-120-97-1
Title: Purchasing Card Services

At the present time, some State term contractors, or PRIDE, or RESPECT may not have the capability to process purchases for State agencies using the State Purchasing Card or Electronic purchase orders.

The inability of any State term contractor, or PRIDE, or RESPECT, to accept payment by use of Electronic Commerce Purchasing (card or electronic purchase order) is not justification for purchasing from alternate sources at this time.

If additional information is needed, please contact Marvin Williams at (850) 488-8366, Suncom 278-8366. E-Mail <mailto:william@dms.state.fl.us>

GCB/hpb/mw



The Administrative and Operations Arm
of Florida's Government



DEPARTMENT OF MANAGEMENT
SERVICES

JEB BUSH, GOVERNOR

WILLIAM S. SIMON, SECRETARY

CERTIFICATION OF SERVICE CONTRACT

TITLE: Purchasing Card Services

CONTRACT NO.: 973-120-97-1

BID NO.: 4-973-120-W

EFFECTIVE: July 7, 1997 through July 5, 2007
(Amendment 4)

SUPERSEDES: New Contract

CONTRACTOR(S): Bank Of America, N. A., (USA) (A)
(Rev 11 Aug 99)

-
- A. AUTHORITY - Upon affirmative action taken by the State of Florida Department of Management Services on February 4, 1997, a contract has been executed between the State of Florida and the designated contractors.
- B. EFFECT - This contract was entered into to provide economies in the purchase of Purchasing Card Services by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.057, Florida Statutes, all purchases of these services should be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C. ORDERING INSTRUCTIONS - All purchases shall be made in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.

All contract purchase orders shall show the Division of Purchasing contract number, description of service with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.
- F. CONTRACT APPRAISAL FORM - State Contract Appraisal, form PUR 7073 should be used to provide your input and recommendations for improvements in the contract to the Division of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

Authorized Signature

DC/mej

Attachments

CONTRACT ADMINISTRATOR

DAVID COMER

PHONE: (850) 487-4196

SUNCOM 277-4196

E-MAIL: comerd@dms.state.fl.us

(Rev 4 Apr 04)

SPECIAL CONDITIONS

PURPOSE

It is the intent of this solicitation to obtain proposals from qualified vendors and subsequently contract for a statewide Procurement Card for a five (5) year period. This statewide procurement credit card service will be utilized by State of Florida agencies, institutions and other eligible entities for the purchase of goods, and services, which includes airfare, rental cars, long distance calling services, and lodging expenses of travelers.

SCOPE

Initially, a pilot program will limit participation to not more than ten (10) State agencies. Following the pilot period of three (3) months and based on an evaluation of the program's success, the program will be available for use by all eligible users. The pilot program period of three (3) months is included within the five (5) year contract period.

The State of Florida through its agencies intends to obtain the ability to make purchases through the use of a Procurement Card.

This Request for Proposal (RFP) contains information and instructions to enable interested suppliers to prepare and submit proposals and supporting material. To be considered responsive, a proposer must submit a complete proposal that satisfies all requirements as stated in this RFP. This RFP outlines requirements of the State of Florida Procurement Card Service Program, evaluation criteria, and Contractor's responsibilities. It also describes the major terms and conditions the contractor will be required to accept as part of a performance contract. A list of key dates follows.

OPTIONAL CONTRACT USAGE

In addition to the eligible users referenced above and with the consent of the successful proposer, purchases may be made under the terms and conditions of this Invitation to Bid/Request for Proposal, by governmental entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract.

CONTRACT ADMINISTRATION

The contract resulting from this Solicitation will become a public document. The State of Florida, Division of Purchasing (DOP), is using the Florida Communities Network (FCN) on the Internet World Wide Web (WWW) to distribute contract and product information to users of State Term Contracts. Contract information includes certification, special conditions, and revisions. Product information includes specifications, pricing, ordering information, and revisions.

The following components and activities will be required of each CONTRACT HOLDER unless specifically exempted, in writing, by the DOP:

- **INTERNET HOME PAGE:** Each CONTRACT HOLDER will be required to develop and maintain a Home Page on the Internet WWW. The Home Page must be built and then maintained over the life of the State Term Contract to be compatible with the most recent version of browser software being used by the DOP. As of the writing of this Solicitation, Netscape Navigator 2.0 is the DOP browser standard. The DOP intends to upgrade to new browser versions as they become available and fully tested, at its discretion.

Each CONTRACT HOLDER Home Page must include, at a minimum, text based information about the products and/or services to be provided under the contract that effectively describes the product or service. Though not required at this time, it is highly recommended that graphics and/or audio based information also be used.

Descriptions of products or services must be organized on the CONTRACT HOLDER Home Page based on DOP Commodity Code. A separate Universal Resource Locator (URL) must be provided for each DOP Commodity Code.

The URL for the Home Page must be listed in the space provided on the Ordering Instructions page of the bid.

- **PRICE LISTS:** DOP, at its discretion, will allow the CONTRACT HOLDER to configure its own PRICE LIST of all eligible offerings and to post the prices on the CONTRACT HOLDER Home Page. However, price changes must be reviewed and approved by the DOP Contract Administrator before they can be posted to the CONTRACT HOLDER Home Page.

Price lists and revisions for the Home Page must be provided by the CONTRACT HOLDER in American National Standard Code for Information Interchange (ASCII) text format or as a Word For Windows file. At the discretion of the DOP, price list and revision text or Word For Windows files will be required to be sent electronically using E-MAIL, and/or shipped by carrier using diskette, to the Contract Administrator.

Product and service pricing must be organized on the CONTRACT HOLDER Home Page based on DOP Commodity Code. A separate Universal Resource Locator (URL) must be provided for each DOP Commodity Code.

Failure to submit the information required in this section will be grounds for disqualification of your bid and/or removal from any resulting contract.

RENEWAL

The Division of Purchasing reserves the option to renew this contract, or any portion thereof, for up to one (1) additional contract period, upon mutual agreement, in writing.

KEY EVENTS/DATES

	<u>DATE</u>	<u>TIME</u>
RFP Release	06/10/96	
RFP Questions Due	07/03/96	
Pre-Proposal Conference	07/16/96	10:00 a.m.
Submission of Proposals	09/10/96	2:00 p.m.
Projected Contract Award	10/28/96	
Projected Contract Period Implementation	January 1, 1997 - December 31, 2001	

Address for Delivery of RFP:

Department of Management Services
Division of Purchasing
Bureau of Procurement
Room 301
4050 Esplanade Way
Tallahassee, Florida 32399-0950

ISSUING OFFICE

The Office identified below is responsible for the requirements specified herein and the evaluation of all responses. Direct questions to:

Marvin Williams
Department of Management Services
Division of Purchasing
Bureau of Procurement
Room 315I
4050 Esplanade Way
Tallahassee, Florida 32399-0950
Phone No.: (850) 488-8366
Fax No.: (850) 488-5498

SPECIAL ACCOMMODATION

Any person requiring a special accommodation at the Division of Purchasing because of a disability should call the Division of Purchasing at (850) 488-8440 at least five (5) workdays prior to the Pre-Proposal Conference and Proposal Opening. If you are hearing or speech impaired, please contact the Division by using the Florida Relay Service which can be reached at 1 (800) 955-8771 (TDD).

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INSURANCE, WORKER'S COMPENSATION

The contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected.

FLORIDA SMALL AND MINORITY BUSINESS ASSISTANCE ACT

The Legislature of the State of Florida, in an effort to encourage the growth of small and minority businesses, recommends that prime contractors utilize a certain percentage of minority sub-contractors in performance of state contracts. Therefore, it is recommended that 20 percent of the Procurement Card Services Contract be awarded by a state contractor, to a certified minority business sub-contractor who is registered with The Commission on Minority Economic and Business Development. The minority sub-contractor must register with The Commission on Minority Economic and Business Development to become a certified registered minority business, prior to the invitations of bids/proposals, that they are a capable, qualified certified minority business enterprise available to bid/propose on contracts to provide effective competition.

OVERVIEW

Presently, the purchasing process in the State of Florida requires the use of a purchase requisition, purchase order, voucher and individual forms under a manual system to make payments to vendors and contractors.

The goals of this project are to provide an improved procurement process while accomplishing the following goals:

- Provide potential shared savings opportunities to the State
- Reduce overall costs of purchase transactions
- Simplify the process for small dollar volume purchase requirements
- Improve management reporting
- Provide potential for enhanced discount structure with suppliers
- Improve service to the eligible users and vendor community

DEFINITIONS

Whenever reference is made to the following terms in this solicitation, or any contract resulting from this solicitation, it shall be understood to mean the following:

1. State: shall mean the State of Florida and participating entities, their employees, agents and designees, while acting within the scope of their agency employment or office.
2. DMS: shall mean the State of Florida, Department of Management Services
3. Comptroller: shall mean the State of Florida, Department of Banking and Finance
4. State Agency: shall mean any of the various state officers, departments, boards commissions, divisions, bureaus, and councils and any other unit of organization, however designated, of the executive branch of state government.
5. eligible entity: shall mean all state agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. Federal agencies located in the State of Florida may be eligible entities to the extent permitted by Chapter 287,FS.
6. Proposal: shall mean the formal written response to this document.
7. participating entity: Participating entity shall mean an eligible entity choosing to participate in the State Procurement Card Program.
8. Request for Proposal (RFP): shall mean this document.
9. State Term Contracts: shall mean contracts let by the State of Florida, Division of Purchasing, Department of Management Services.
10. Division of Purchasing: shall mean the organizational entity acting on behalf of the State of Florida and the Department of Management Services.
11. Contractor: shall mean the proposer awarded the contract as a result of this RFP.

PROPOSALS

All proposals will be received with the understanding that their incorporation in a contract with the State shall constitute acceptance thereof. Such contract shall be subject to the acceptance and execution in writing by the Division of Purchasing, Department of Management Services. All proposals and accompanying documentation will become the property of the State of Florida and will not be returned.

Proposals submitted by facsimile are unacceptable and will be rejected.

Detailed information on content of proposals are found in subsequent paragraphs in this RFP. The specific guidelines for the format are contained under PROPOSAL CONTENT AND FORMAT OVERVIEW paragraph.

SUBMISSION OF SEALED PROPOSALS

Complete proposals are to be packaged, sealed and submitted to the Division of Purchasing at the address listed under KEY EVENTS/DATES paragraph. The date and time of submission of proposals are shown on the Request for Proposal cover sheet. A list of vendors submitting proposals will be available on request after posting. Proposals not received by the time and date shown on proposal cover sheet will not be accepted.

PRICE STABILITY

Prices and shared savings will be fixed under the term of the contract and any renewals, unless more favorable terms are offered and accepted by the State.

If for any reason, during the term of the contract, the contractor reduces the pricing for similar services or products to a similarly situated entity with similar or smaller contract volume, the State shall receive an equivalent reduction in pricing for the services or products delivered to the State. Additionally, in the event the contractor offers additional shared savings to a similar situated entity with similar or smaller contract volume, the additional shared savings also shall be given to the State.

STATE OF FLORIDA PROCUREMENT RIGHTS

The State of Florida reserves the right to:

1. Reject any and all proposals received in response to this RFP.
2. Disqualify a proposer from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Seek clarification of proposals including waiving minor irregularities in any proposal.
4. Utilize any and all ideas submitted in any proposal.
5. Adopt all or any part of a proposal in selecting the optimum procurement card service program.
6. Negotiate with proposers responding to this RFP within the RFP requirements to serve the best interests of the State.
7. Should the State be unsuccessful in negotiating a contract with the selected Contractor within ten (10) business days, the State may begin contract negotiations with another proposer in order to serve the best interest of the State of Florida.
8. Select and award the contract to the responsive proposer providing the best value proposal to the State.
9. Change any scheduled dates upon written notification.

10. Subsequent to establishing a contract resulting from this RFP, if the State determines additional features, services, modifications, or deletions are needed and it is in the State's best interest, then the State may enter into negotiations with the contractor to amend the contract.

LIABILITY FOR PROPOSAL PREPARATION EXPENSE

The State is not liable for any costs incurred by a proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract or delivery order.

CONTRACT

The successful proposer's proposal and a copy of this RFP will be made part of the contract.

CANCELLATION

The State of Florida retains the right to cancel any contract awarded as a result of this RFP for any reason, provided Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate this contract, or stop work immediately for cause and is supplementary to that provision.

PROPOSAL SECURITY

The content of each proposer's proposal will be held in strict confidence during the evaluation process, and no details of any proposal will be discussed outside the evaluation process, subject to the provisions of Section 119.07(3)(M) Florida Statutes.

PUBLIC RECORDS

Requests concerning the evaluation of the proposals submitted will be considered, only after contract negotiations are complete to the maximum extent permitted by law.

Written requests should be directed to:

Department of Management Services
Division of Purchasing
Bureau of Procurement
Room 315I
4050 Esplanade Way
Tallahassee, Florida 32399-0950
Phone No.: (850) 488-8366
Fax No.: (850) 488-5498
Email Address: WILLIAM@DMS.STATE.FL.US

CONTRACTOR RESPONSIBILITIES

The Division of Purchasing will contract with the successful proposer. The Division of Purchasing considers the Contractor to be the sole contact with regard to all provisions of the proposal, and contract. In the event the proposer's proposal includes hardware and/or software manufactured by another manufacturer or supplier, it is mandatory for the Contractor to assume full responsibility of delivery, installation, maintenance, and support services for such items offered in the proposal.

CONSENT TO ASSIGNMENT

The Contractor agrees not to assign this Agreement without the prior written consent of the Division of Purchasing. Such consent shall not be unreasonably withheld.

TYPICAL PAYMENT CYCLE FOR STATE OF FLORIDA AGENCIES

The typical payment cycle for small dollar purchase requirements for state agencies begins with completion of a purchase requisition by the authorized State agency employee. After approval of the purchase requisition, a purchase order is completed by the agency purchasing office and money is encumbered within the accounting system. After receipt of goods or performance of services and with receipt of vendor's invoice, a voucher is prepared and approved by the originating agency. The approved claim is then forwarded to the Comptroller for payment and the Comptroller issues a warrant that is sent to the respective state agency for mailing to the vendor.

STATEMENT OF NEEDS FOR PROCUREMENT CARD SERVICE PROGRAM FOR THE STATE OF FLORIDA

The procurement card service program shall permit designated employees in each participating entity to make purchases for equipment, material, supplies and services including items contracted for under the State of Florida term commodity and service contracts.

The initial single purchase maximum limit for each transaction shall be \$5,000. DMS will consider revising the single purchase limit per transaction and other aspects of the program requirements of each authorized participating entity.

The procurement card service program shall allow each participating entity to establish individual card limits within specified time frames and limits established within this RFP. The procurement card service program shall include controls which shall allow oversight of procurement card use including, but not limited to, initial approval, final approval and revocation of authority for all or individual card accounts by each participating entity. Employees designated as cardholders by each participating entity and other employees as deemed necessary shall be trained in all aspects of procurement card use and in responsibilities of the participating entity and the Contractor under the program. Such parameters shall be further defined and mutually agreed to by the Division of Purchasing and the Contractor in the contract.

Proposals shall address Electronic Data Interchange (EDI) and communication with respect to transfer between the contractor and the State. The State intends to use the most appropriate standards issued by the American National Standards Institute X.12 for EDI. The proposer shall address its capability to provide EDI files containing daily credit card billing information (e.g. ANSI X.12 Transaction 810-Invoice), other management reporting data (e.g. ANSI X.12 Transaction 996-File Transfer), Cardholder eligibility/profile setup and acceptance of electronic payment and remittance (e.g. ANSI X.12 Transaction 820-Payment and Remittance) in accordance with the most appropriate EDI standards (Version 003030 or greater) issued by ANSI X.12.

CARD ACCEPTANCE [MANDATORY]

The procurement card provided by the proposer must be accepted by a wide variety of businesses offering goods and services within the State of Florida. The proposer shall submit information which indicates the number of current retail establishments doing business in the State of Florida, preferably by type of retailer.

ISSUANCE [MANDATORY]

Each participating entity will administer the procurement function, and will determine to whom the cards should be issued based upon the purchasing authority of each employee within the limits of this RFP. The procurement card service program shall be available for use by individual government employees. The methods of authorization for issuance of individual cards shall be defined by proposers. Issuance of the card to any employee shall have the prior written approval of the participating entity. This approval may be provided in the following forms:

1. The authorized participating entities representative's signature on the Contractor's application form. Contractor should provide an adequate supply of applications to each participating entity;
2. A memorandum from the authorized participating entity representative listing the individual employees issued and authorized to use cards and other information as may be required by the Contractor;
3. Electronic access to enter or update the Contractor's data base for cards issued to employees of the participating entity; or,
4. An alternative method which is acceptable to the Division of Purchasing and the Contractor.

LIABILITY [MANDATORY]

The respective participating entity shall be liable for the use of the procurement cards by its authorized cardholders provided that the use is within the single per transaction dollar limits and any other limits imposed upon use of individual procurement cards by the participating entity and provided the cardholders are acting within the scope of their employment. Neither the State nor any participating entity shall have any liability for lost or stolen procurement cards or fraudulent use of any procurement card and shall establish by mutual agreement in the contract with the procurement card service Contractor procedures for notice of loss and theft of the procurement card. The Division of Purchasing is amenable to limiting the period of liability for fraud in procurement card use by employees upon termination of an individual's employment in accordance with demonstrated industry standards. The proposer shall identify in its proposal appropriate controls for implementation to identify fraudulent use of any procurement card and appropriate responses by the parties

upon identification of such fraudulent use.

Notwithstanding the above, the procurement card service Contractor must identify and hold harmless the State and participating entities, their officers and employees from any and all claims, suits, actions, liabilities and costs of any kind (including attorney's fees), for personal injury (including death) or damage to real property or tangible personal property arising from the acts or omission of the procurement card service Contractor, its agents, officers, employees, partners, or subcontractors, without limitations.

Furthermore, the State and participating entities shall be entitled to and the Contractor shall adhere to and provide all protections offered with respect to, but not limited to, extensions of credit, credit card issuance, credit card transactions, interest, payments and settlements, as established by Federal or State law, regulation or rule, State of Florida procedure or executive order.

PROCUREMENT CARD FORMAT [MANDATORY]

The Contractor shall provide a card format distinctive to the State of Florida with the following minimum elements:

1. The name, STATE OF FLORIDA, and THE STATE SEAL on the face.
2. The phrase, FOR OFFICIAL USE ONLY on the face.
3. The phrase, "SALES TAX EXEMPTION NUMBER: 47-04-039143-52C".
4. The Contractor's 24 hour toll free help line telephone number shall be printed on the back.
5. Long-Distance Calling Information as supplied by DMS.
6. There shall be no reference to Automatic Teller Machines (ATM's), or other advertising.
7. Layout and artwork shall be subject to approval of DMS before distribution begins.
8. A color photographic image of the cardholder, measuring approximately 1.125" x .875", is being seriously considered. DMS has not yet decided to require the photographic image be placed on the front of each card and will base its decision in part upon the costs involved. Each proposal submitted in response to this RFP must disclose on the **fixed charges price sheet** the additional per card charge for placing the color photographic image of the cardholder on the face of the card if any such additional fee is expected to be charged. The participating entity will be responsible for providing to the contractor a digitized electronic photographic image of each person who will be issued a card at no cost to the contractor.

OPTIONAL CARD PROVISION

The State may have its own card for use, including all preparations. DMS has an existing relationship with Florida State University (FSU) to produce employee building access and identification cards which utilize a 16 digit International Standards Organization (ISO) number. Each firm submitting a proposal in response to this RFP is encouraged to submit a separate Procurement Card Shared Savings Proposal Form if its system can be adapted to accommodate using the cards produced by FSU in lieu of having to provide cards or replacement cards pursuant to the contract awarded as a result of this RFP.

The Contractor and participating entities may mutually agree to additional enhancements to the procurement card to customize it for use.

REQUIREMENTS OF PROPOSER [MANDATORY]

1. Proposer will screen payment inquiries to eliminate unauthorized SIC charge types or requests.
2. Proposer will provide purchasing transaction detail by participating entity and cardholder.
3. Proposer will implement and include detailed cardholder profiles and procurement guidelines per State policies and procedures, statutes, and rules (authorized cardholder index).
4. Proposer will provide required invoicing, credit, and remittance transaction EDI files and EFT capabilities for interface with the State accounting system.
5. Proposer will provide both valid and rejected data transaction activity and statistics on compatible report file layouts for State PC and mainframe user reporting facilities.
6. Proposer will provide demonstrated adequate user logon and access security controls, and shall ensure that an appropriate level of security is established and maintained in connection with the services provided pursuant to this RFP.

CONTROLS/RESTRICTIONS [MANDATORY]

The proposer shall provide a plan to address available controls and restrictions to prevent the use of cards as may be designated by the State. The authorized participating entity Representative will determine how the cards will be used, consistent with the terms of any resulting Contract, and within the Statewide single maximum transaction dollar limit of \$5,000 or other limits imposed upon use of individual procurement cards by each participating entity. A participating entity shall have no liability for lost or stolen procurement cards or fraudulent transactions or those exceeding the maximum dollar limit. Cash advances or cash refunds are strictly prohibited. Eligible entities electing to participate in the procurement card service program may specify:

1. Single per transaction dollar limits for each cardholder.
2. Number of credit card authorizations per day.
3. Number of credit card transactions per report cycle.
4. Authorization tied to budget limits (report cycle dollar limits).
5. Restriction on the types of vendors with which the card may be used.
6. Commodity types.

Proposers shall specify any other limits or controls which are available for eligible entities' determination on procurement card usage which may be added at the DMS option to the Contract as part of the procurement card service program.

ENTITY ENROLLMENT [MANDATORY]

Participating entities shall be added to the procurement card service program by written request and upon approval by the Division of Purchasing. The notice, at a minimum, will provide the Contractor with the participating entity name, address and shall identify the authorized participating entity representative and such individual's telephone number. Procedures relative to Contractor establishing each participating entity's account shall be presented in the proposer's proposal and further agreed upon by the parties in the contract. Proposer, however, should specify processing time necessary to issue procurement cards. Shall the need arise, the Department of Management Services, Division of Purchasing, and the Contractor, upon mutual agreement, may vary the enrollment procedure for eligible entities.

Preference will be given to any proposal which allows participating entities the ability to perform their program administrative activities electronically. It is anticipated that each participating entity will be primarily responsible for furnishing information relative to its cardholders, approved activity levels and related matters directly with the contractor.

TRAINING [MANDATORY]

The Contractor shall provide training for all participating entities at no additional cost. Training shall be provided to both cardholders and other designated employees of the participating entities, the Department of Management Services, Division of Purchasing and the Comptroller associated with the procurement card service program. The Contractor shall develop and implement a "State of Florida" specific training program covering initial and follow-up training. On-site training must be available at no less than four (4) locations as selected by the Division of Purchasing.

For purposes of this Request for Proposals, the proposer shall provide details and confirm that the training program to be provided will accomplish the following goals:

1. Understand overall nature of the procurement card service program and its benefits.
2. Assist participating entities in developing individual spending limitations and other program restrictions and controls.
3. Understand participating entities' financial responsibilities and billing and payment procedures.
4. Assist participating entities in developing periodic internal reports.
5. The Contractor shall develop a VCR format training video for ongoing internal use by participating entities during full scale implementation. The proposer shall also address other remote training options in its Proposal with reference to training.

ISSUANCE OF PROCUREMENT CARDS

The successful proposer will be responsible and accountable for issuance of all procurement cards directly to an authorized participating entity Representative. The participating entity will issue a purchase order and ordering form to the successful proposer. The ordering form will be designed by the Department of Management Services, Division of Purchasing and the successful proposer prior to the start of the contract period.

PARTICIPATING ENTITY AND CARDHOLDER SUPPORT [MANDATORY]

The Contractor shall provide at "no cost", a customer support service for the participating entities' representatives, Department of Management Services, Division of Purchasing, the Comptroller and cardholders. Proposer shall specify transaction inquiry and update response times.

Support shall include, but not be limited to, the following features:

1. Toll Free "Help" telephone line(s) and number(s) for assistance and for reporting and canceling lost or stolen cards. The Contractor's customer support services toll free telephone line shall offer the capacity of P.01 grade of service (no more than one out of every hundred calls attempted could be blocked) on all calls received on a 24 hours a day 7 day per week basis.

The Contractor's customer support services shall be staffed and available in such a way that all calls to be answered in 7 seconds or less after the call is setup, when a cardholder dials for inquiries concerning billing or services.

2. Toll Free telephone line and number to account representatives for inquiries involving accounts, billing and services 8:00 A.M.-6:00 P.M. Eastern Time excluding weekends and State of Florida designated holidays.

DISPUTED BILLINGS, QUESTIONED ITEMS, AND CHARGEBACKS [MANDATORY]

Contractor shall provide a non-charge (transaction fee/ plus late fee interest) method for resolution of disputed billings. Proposers shall include a description of their disputed billings process. For State of Florida interest penalties, please refer to Florida Statute 215.422 (1).

The proposers shall propose detailed methods for handling questions concerning charges or credits. Provisions for handling questioned items should include the following:

1. How to handle questioned or disputed charges or credits ;
2. How to adjust the participating entity account pending resolution of the questioned or disputed item; and,
3. How to process adjustments for items resolved in favor of the participating entity.

CHANGES IN CARDHOLDER OR PARTICIPATING ENTITY ACCOUNTS [MANDATORY]

A participating entity and authorized representative may request changes to information in cardholder's account. Such changes may include card expenditure limits set by each individual participating entity, transaction limits, purchase restrictions, cardholder name, cardholder billing address or telephone number and termination or non-renewal of a cardholder's account.

The proposer must specify a timeframe between receiving a request for change in a cardholder account or participating entity's master account and accomplishing the change with notice to the participating entity's representative.

LOST OR STOLEN CARDS [MANDATORY]

The cardholder and/or the authorized participating entity's representative will immediately report lost or stolen procurement cards to the contractor in a timely manner. The Contractor will provide a twenty-four (24) hour toll-free number to the cardholder for reporting lost or stolen cards, upon issuance of the card. The Contractor must also replace lost or stolen cards at "no cost" within fifteen (15) days after notification of the loss by the participating entity's representative. The proposer must specify the time frame between receiving the report of a lost or stolen procurement card and mailing a replacement card. Such reports will be in writing or verbally with written follow-up. The participating entity shall not be liable for any charges after the card is lost or stolen.

The provisions of this paragraph with regard to replacement cards shall not apply if the contract award is based upon the state using its own ISO number, cards and replacement cards. See page 12, OPTIONAL CARD PROVISION.

CARD TERMINATION/CANCELLATION [MANDATORY]

The authorized participating entity representative will immediately notify the Contractor of card termination or cancellation. This notification will be made in writing, faxed, or verbally with written follow-up as soon as possible, or as otherwise provided for in the contract. Upon notification, the Contractor shall immediately cancel the cardholder's account. The participating entity shall not be liable for charges incurred after written, faxed, or verbal notice to the contractor to cancel a card account. As part of its procedures, the participating entity will recover, whenever possible, cards issued upon termination, retirement, discharge, or resignation and will destroy the card when recovered, and notify the contractor to cancel the account.

CONTRACTOR'S RIGHT TO CANCEL A CARDHOLDER OR A PARTICIPATING ENTITY

Contractor may cancel or suspend any cardholder's or participating entity's ability to use a card issued pursuant to this RFP with the prior approval of DMS if payment on the account becomes excessively delayed (for more than 31 days), or for other factors agreeable to the contractor and DMS.

PROGRAM ENROLLMENT AND ENHANCEMENT [MANDATORY]

Contractor must have a program to recruit new businesses for inclusion in the procurement card program. Such program shall incorporate an action plan for business recruitment upon notice by a participating entity that Contractor's procurement card is not accepted by a particular business. Proposers must describe their program for recruiting new business.

All participating entities, the Department of Management Services, and the Division of Purchasing will be encouraged to provide the Contractor with information to identify existing vendors for recruitment and enrollment purposes.

BILLING [MANDATORY]

Billing shall be provided on a monthly or more frequent basis, but not to exceed more than once per day. Proposer shall advise on options for billing cycles on a staggered or cyclical basis. Statements or transactions shall be accessible or provided to parties identified by the authorized participating entity representative including, but not limited to, the following:

1. Authorized Representative
2. Finance Officer
3. Cardholder(s)

Billing shall also be accessible to the Department of Management Services, Division of Purchasing and the Comptroller in a format to be agreed upon by DMS and the Contractor. Please refer to Florida Statute 215.422 for additional billing information relating to eligible entities.

AUTOMATED BILLING AND ACCOUNTING [MANDATORY]

The State of Florida intends to reengineer, then automate the Comptroller's accounting and auditing processes associated with procurement card purchases. Currently, minimum accounting and auditing requirements (i.e., data elements entered on an expenditure or payment request voucher) include the following:

1. Agency voucher number and statewide document number
2. Agency OLO and site number
3. Object and transaction codes
4. Account Codes
5. Invoice numbers and amounts
6. Transaction verification and approvals
7. Purchase (transaction) description and other audit supporting data

The Comptroller intends to develop a system that accepts detailed procurement card purchase data and management operations reporting data, makes the data available to all state agencies, allows for encoding of accounting data, provides audit and edit checks, updates both agency and individual cardholder accounting records and creates a daily EFT transaction to the Contractor (or contractor's bank). Proposal shall include current automated billing and accounting system(s) capabilities as well as Contractor's plans for automating all required electronic interface procurement card application systems, data file transfers and business process controls to satisfy the Comptrollers' accounting and auditing requirements. Contractor's plans to automate accounting and auditing requirements shall include all provisions for capturing merchant point of sale data, description of all data captured and an indication of the number of vendors currently capable of capturing procurement card purchasing data. The proposer should describe in the proposal its ability to matrix line item purchases to state accounting codes (i.e., object codes, account codes) and ability to extract additional transaction detail from merchant computer systems. The Contractor should also include plans to expand

vendors or merchants with the capability to capture detailed procurement card point of sale data.

CARDHOLDER INFORMATION [MANDATORY]

The Contractor shall not sell or distribute a list of participating entities or cardholders, their addresses or any other information to any person, firm, or other entity for any purpose. This is absolutely prohibited. This section is not intended to prevent the Contractor from complying with the requirements herein and the resulting Contract for reports and reporting.

PROCUREMENT CARD IMPLEMENTATION AND CUSTOMER SUPPORT [MANDATORY]

Proposer shall provide a comprehensive summary of its procurement card program incorporating mandatory requirements to meet the needs of the eligible entities. Proposer shall delineate what staff would be deployed to implement the program by name, title and experience. Proposer shall provide action plan(s) for assisting participating entities in the development, implementation and modifications of procedures and processes and recommend changes to rules and policies relative to procurement and procurement card use.

REPORTS AND REPORTING DATA [MANDATORY]

The proposer shall confirm in its proposal the capability of its procurement card program to generate report or report data through description and provision of samples of management and other reports or report data to be provided to cardholders and participating entities and the Department of Management Services, Division of Purchasing. Reports or report data shall be capable of being sorted at all levels for at least the following:

1. Cardholder
2. Cardholder's Supervisor
3. Participating Entity

Reports or report data shall be available to the following:

1. Participating Entity's Finance and Accounting Office
2. Comptroller
3. Department of Management Services, Division of Purchasing
4. Florida Fiscal Accounting Management Information System (FFAMIS), Statewide Purchasing Subsystem (SPURS)

Data furnished by the contractor must be available to enable a particular entity to generate the following:

1. Transaction data during a period to cardholder and finance office, or other office or individuals as may be designated by the participating entity.
2. Procurement card provider/supplier sales activity by Taxpayer Identification Number (TIN), by participating entity and cardholder.
3. To reconcile all procurement card transactions including charges, credits, disputes, adjustments,

duplicates, etc.

FINANCIAL INCENTIVES TO THE STATE, FEES AND COSTS [MANDATORY]

Each proposer shall provide a complete and detailed summary of all fees and charges, if any, for their procurement card program including the following and any additional cost credits or incentives associated with the program:

1. Procurement card shared savings proposal form (shall include all volume level shared savings offered based upon percent of total value of transactions processed through the procurement card system).

Each proposer is required to complete and submit a form for an arrangement under which the proposer issues the cards and the replacements.

Each proposer is requested (not mandatory) to complete and submit a form for an arrangement under which the State uses its own ISO number, cards and replacements. The Division of Purchasing reserves the right to award under either option, as determined by the Division of Purchasing to be in the best interest to the State.

2. Fixed charges price sheet

TAX EXEMPT NOTIFICATION [MANDATORY]

Proposers shall indicate their ability to indicate purchases by participating entities as "Tax Exempt" upon confirmation to vendors.

INNOVATIVE IDEAS [DESIRABLE]

Although the State has provided a detailed statement of needs and mandatory requirements for proposers to meet in order to be selected for the contract for the procurement card service program, it is not intended to limit proposer's innovations or creativity in preparing a proposal to accomplish these goals. Innovative ideas, new concepts and partnership arrangements other than those presented in this Request for Proposal will be considered. For example, these might include unique business features, special services, discounts or terms and conditions specific to each proposer. If a proposer is willing to offer additional shared savings on purchases paid within one business day after submission, the idea and additional shared savings associated if the idea is accepted should be shown in the innovative ideas section of the response to this RFP. The specific cost or additional shared savings associated with each such idea or concept shall be fully disclosed along with the innovative idea and not listed on the shared savings proposal form or the fixed charges price sheet.

The Division of Purchasing is interested in considering optional features of proposals which will increase the potential for shared savings. In this regard, optional proposals are encouraged for the procurement card service to be managed as a debit card rather than a credit card. In order for this optional feature to be considered, the proposal must address the name of the qualified public depository where the funds are to be deposited and such depository must satisfy the requirements of Chapter 280, Florida Statutes, and the rules adopted by the Treasurer thereunder. If the contract awarded as a result of this RFP includes a debit card optional feature, the contractor may not change the qualified public depository without the express written consent of the Division of Purchasing. As noted above, the additional costs or shared savings associated with this innovative idea should not be shown on the fixed charges price sheet or shared savings proposal form(s) but rather only included along with the proposal in the innovative ideas section.

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ADVANCED TECHNOLOGY

The Contractor agrees to make at no cost to the State and no reduction in shared savings, future upgrades in its systems and processes to reflect advancements in associated technology, hardware, and software.

REPORT DATA [DESIRABLE]

Proposer shall indicate its ability as applicable to indicate purchases with State Term Contracts for commodities and services, and Florida Certified Minority and Women-owned Businesses.

FINANCIAL STABILITY

Each proposal shall include financial statements audited by a certified public accountant which include balance sheets and income statements for the proposer's two (2) most recent fiscal years. These documents should break out subsidiary data if the proposer is part of a larger entity.

REFERENCES [MANDATORY]

Each proposer must submit documentation indicating experience in providing a similar service to four (4) current or former firms or government agencies and to demonstrate the ability to handle a contract of this complexity, which shall include the following information:

- Number of customers
- Name of Government Entity/company serviced
- Contract start/completion dates
- Name of contact person
- Title of contact person
- Telephone number(s)

To the extent that proposer is currently furnishing this service to a State government entity, one or more of the references shall include the government entity. In addition, if vendor is, or has provided financial services to the State of Florida, proposer shall provide information on such services.

PERSONNEL RESOURCES [MANDATORY]

Each proposal shall list the following information relative to all personnel resources that would be assigned to the State of Florida procurement card program:

- Number of full time positions that will be assigned
- Number of hours each full time position will be assigned to the State of Florida program
- Physical location of employees assigned

The Division of Purchasing retains the right to request additional data pertaining to the proposer's ability and qualifications used to accomplish all work in this RFP as it deems necessary to ensure competent and satisfactory work. Any vendor failing to submit, on request, in whole or in part, the required statement attesting to qualifications will disqualify the proposal of that vendor.

EVALUATION COMMITTEE

Proposals will be evaluated by an evaluation committee, composed of employees of the Department of Management Services, Comptroller, and/or other State agencies.

Proposals which do not conform to mandatory requirements will be rejected and shared savings proposal form and fixed charges price sheet not opened.

The evaluation committee's scoring of proposals will be tabulated and ranked by the committee.

PROPOSAL EVALUATION AND AWARD CRITERIA

It is anticipated that a contract will be established with a single proposer.

The proposal selected will be the one determined to provide the best value to the State of Florida. The evaluation process will comprise comparative analysis of technical and financial criteria. The technical and financial criteria will be weighted to arrive at the selection of the proposal which offers the best value to the State of Florida.

All proposals meeting mandatory requirements will be further evaluated based on the following criteria:

<u>Technical Proposal:</u>	<u>Maximum Points</u>
Current retailer base in Florida	25
Features of program	16
Development and implementation of program	7
Contractor, staff, support, and training	7
Experience in providing similar corporate card program	10
Ability to accept ISO number and card adopted by FSU	<u>4</u>
Technical Component	<u>62</u>
 <u>Financial Proposal:</u>	
Proposed shared savings	30
Fixed charges.	<u>8</u>
Financial Component	<u>38</u>
 Total Evaluation Score	 <u>100</u>

Upon notification, a responsive proposer may be required to make an oral presentation to members of the evaluation committee to clarify all mandatory and desirable requirements, and other aspects of proposal offered.

AWARD OF CONTRACT

Award will be made to the proposer meeting all mandatory requirements, and achieving the highest rating on a weighted basis as designated above. As in the best interest of the State, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The Division of Purchasing has the right to award to the proposer proposing the best value to the State of Florida, whether the card is provided by the card provider or provided by the State of Florida. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

NOTIFICATION OF AWARD

The successful proposer will be advised of the award by the Department of Management Services, Division of Purchasing. A contract defining all deliverables, revenues and costs, and the responsibilities of the procurement card provider will be developed by the Department of Management Services, Division of Purchasing, and negotiated with the successful proposer. Public announcements or news releases pertaining to this contract will not be made without prior permission of the Department of Management Services, Division of Purchasing.

PROPOSAL CONTENT AND FORMAT OVERVIEW

The requirements established for proposal content and format will be rigidly enforced. Variations from the requirements prescribed herein will subject the proposer to outright disqualification. It is in the best interests of the proposer to become familiar with the constraints imposed on its proposal so that the evaluation process can proceed in a timely manner.

SUBMISSION OF SEALED PROPOSALS

Each proposer must submit the original technical proposal (**excluding shared savings proposal form and fixed charges price sheet**) package in a single sealed package. The package must be clearly labeled with the following information:

ORIGINAL

Name of Proposer

Proposal Number

Time and Date of Proposal Opening

Proposer's Federal Employment Identification Number (FEID)

Each proposer must submit five (5) duplicate copies of the original technical proposal (**excluding shared savings proposal form and fixed charges price sheet**) in a separate envelope clearly labeled as follows:

DUPLICATE COPIES

Name of Proposer

Proposal Number

SHARED SAVINGS PROPOSAL FORM

Each proposer must submit the mandatory shared savings proposal form and fixed charges price sheet (also include the optional shared savings proposal form if applicable to response) in a separate sealed envelope within the original proposal package clearly marked as follows:

SHARED SAVINGS PROPOSAL FORMS

Name of Proposer
Proposal Number

If there are discrepancies in the material or content between the "original" and the "duplicates", the information contained in the original shall prevail. The shared savings proposal form and fixed charges price sheet shall be provided **only** with the original proposal.

Any addendums or answer(s) to written questions supplied by the Division of Purchasing to proposers shall include an Addendum Acknowledgment form. This form shall be signed by an authorized company representative, dated, **and returned as part of the technical proposal.**

Proposers shall submit their proposals on or before the time indicated in the "Key Events/Dates" paragraph of this RFP, to the purchasing office listed on the Request for Proposals Acknowledgment form.

AGREEMENT MODIFICATIONS

No provision of this agreement shall be modified, amended, or waived on behalf of the Division of Purchasing except in writing from the Division Director or his designee.

BINDING OF THE PROPOSALS

Proposers shall submit proposals so that addendum update pages can be easily identified. The official name of the firm submitting the proposal must appear on the outside front cover of each binder, together with the information given in the RFP.

PROPOSAL FORMAT INSTRUCTION

Each proposal must incorporate a Table of Contents. Each proposal must have major sections of the proposal identified with index tabs to identify the major sections of the proposal as they are named in the Table of Contents. Emphasis in each proposal must be on completeness and clarity of content. It is through this Table of Contents that the evaluation committee will evaluate conformance to uniform proposal content and format.

PROCUREMENT CARD
SHARED SAVINGS PROPOSAL FORM

Proposer's Name: NationsBank N.A. (South)

Please indicate which of the following applies to this form:

- Proposer issues cards and replacements (mandatory submission)
 State uses its own ISO number, cards and replacements (optional submission)

<u>Calendar days from billing to Payment</u>	<u>Dollar amount of card purchases per calendar month</u>	<u>(a) Shared savings offered(%)</u>	<u>(b) Assumed value for evaluation</u>	<u>(c) Shared savings offered [column (a)x(b)]</u>
Less than 6	Through \$5 million	<u>.58</u>	\$ 5,000,000	\$ <u>29,000</u>
	\$5 through \$10 million	<u>.58</u>	\$ 5,000,000	\$ <u>29,000</u>
	\$10 through \$35 million	<u>.58</u>	\$25,000,000	\$ <u>145,000</u>
	More than \$35 million	<u>.58</u>	\$25,000,000	\$ <u>145,000</u>
	Total			\$ <u>348,000</u>
6 through 10	Through \$5 million	<u>.50</u>	\$ 5,000,000	\$ <u>25,000</u>
	\$5 through \$10 million	<u>.50</u>	\$ 5,000,000	\$ <u>25,000</u>
	\$10 through \$35 million	<u>.50</u>	\$25,000,000	\$ <u>125,000</u>
	More than \$35 million	<u>.50</u>	\$25,000,000	\$ <u>125,000</u>
	Total			\$ <u>300,000</u>
11 through 21	Through \$5 million	<u>.42</u>	\$ 5,000,000	\$ <u>21,000</u>
	\$5 through \$10 million	<u>.42</u>	\$ 5,000,000	\$ <u>21,000</u>
	\$10 through \$35 million	<u>.42</u>	\$25,000,000	\$ <u>105,000</u>
	More than \$35 million	<u>.42</u>	\$25,000,000	\$ <u>105,000</u>
	Total			\$ <u>252,000</u>
22 through 31	Through \$5 million	<u>.27</u>	\$ 5,000,000	\$ <u>13,500</u>
	\$5 through \$10 million	<u>.27</u>	\$ 5,000,000	\$ <u>13,500</u>
	\$10 through \$35 million	<u>.27</u>	\$25,000,000	\$ <u>67,500</u>
	More than \$35 million	<u>.27</u>	\$25,000,000	\$ <u>67,500</u>
	Total			\$ <u>162,000</u>
More than 31	Through \$5 million	<u>NA</u>	\$ 5,000,000	\$
	\$5 through \$10 million	<u>NA</u>	\$ 5,000,000	\$
	\$10 through \$35 million	<u>NA</u>	\$25,000,000	\$
	More than \$35 million	<u>NA</u>	\$25,000,000	\$
	Total			\$

PROCUREMENT CARD
FIXED CHARGES PRICE SHEET

Proposer: NationsBank N.A. (South)

Total One-Time Charges: \$0

Recurring Charges (describe frequency):

Late Payment Fee	\$0
Draft Retrieval Request Copy	\$3.00 Per Copy When Pulled For Transactions Other Than Disputes
Insufficient Funds	\$20.00 When Payment Funds Do Not Clear
Federal Express Rush Card	\$9.00 Per Package When Card Is Requested In 24 Hours

Total Recurring Charges: \$0 Unless One Of The Above Is Utilized

ORDERING INSTRUCTIONS

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:
VENDOR: Bank of America, N. A., (USA) (A)
CONTACT NAME: Evan Tullos
TITLE: Senior Vice President
STREET ADDRESS OR P.O. BOX: 13099 US 41 SE STE 400r
CITY, STATE, ZIP: Fort Myers, FL 33907
ELECTRONIC MAIL ADDRESS: evan.tullos@nationsbank.com
TELEPHONE: (239) 433-6105
TOLL FREE NO.: N/A
ORDERING FAX NO.: (239) 433-6105
INTERNET ADDRESS: www.bankofamerica.com
REMIT ADDRESS: 13099 US 41 SE STE. 400
CITY, STATE, ZIP: Fort Myers, Florida 33907

REV (10 May 07)