



State of Oklahoma
Department of Central Services
Central Purchasing

Notice of Statewide Contract
Award

Official signed contract documents are on file with DCS- Central Purchasing.

Contract Title #: Purchase Card Program
Statewide Contract #: SW200
Contract Issuance Date: 05/07/2010 5:13 PM CST
Total Number of Vendors: 1 (*For details see: Vendor Information Sheet*)
Contract Period: 05/07/2010 through 06/30/2014
Agreement Period: 05/07/2010 through 06/30/2020
Authorized Users: All State Departments, Boards, Commissions, Agencies, Institutions, Counties, Hospitals, School Districts and Municipalities
Contract Priority: Non-mandatory to participate in the Program
Type of Contract: Firm, fixed price, indefinite delivery and indefinite quantity contract
DCS-CP Contact: Gai Hunter **Phone:** 1-405-522-0399
Title: Contracting Officer **Fax:** 1-405-522-1077
Note: Oversee master Contract only **Email:** Gai_Hunter@dcs.state.ok.us

IMPORTANT NOTE: Existing participants or entities interested in joining the Program or any inquiries regarding the Program must contact State P-Card Program Office.

State P-Card Program Office:

State P-Card Administrator: Lisa Martin **Phone:** 1-405-521-1654
Email: Lisa_Martin@dcs.state.ok.us **Fax:** 1-405-522-1077
State P-Card Assistant: Vicki Spivey **Phone:** 1-405-522-4963
Email: Vicki_Spivey@dcs.state.ok.us **Fax:** 1-405-522-1077



**State of Oklahoma
Department of Central Services
Central Purchasing**

Awarded Vendor Information

PAGE 1 OF 1

Vendor Name: FIA Card Services, N.A., a Bank of America Company

Vendor ID#: 0000078298 / 0023

Vendor Address: Address: 101 South Tryon Street

City: Charlotte

State: NC

Zip Code: 28255

Contact Person Name: Stan Sims

Phone #: 1- 405 - 230 - 1722

Title: Senior Client Manager

Fax #: 1- 405 - 230 - 1740

Email: stan.sims@baml.com

Website: N/A

Authorized Location: Locations list attached as N/A

Address: N/A

City:

State:

Zip Code:

Contract ID #: 000000000000000000002142 (Note: contract ID is used for establishing the master Contract)

Delivery: N/A

Minimum Order: N/A

P/Card Accepted: Yes

No

Other: N/A



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000078298
BANK OF AMERICA NA
401 NORTH TRYON STREET
CHARLOTTE NC 28255

Contract ID 0000000000000000000002142		Page 1 of 1	
Contract Dates 05/07/2010 to 06/30/2014	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW200 / Purchase Card Program		Contract Maximum 0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	1000003679 SERVICE:Credit card/charge card - Credit card, charge card services State Purchase Card Program	1.00	0.00	0.00	0.00
Contract Base Pricing		0.01000		MO	0023

COMMENTS:

Contract period: 05/07/2010 thru 06/30/2014
Agreement period: 05/07/2010 thru 06/30/2020

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature
SIGNATURE ON FILE

Contract #: 000000000000000000002142

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**State of Oklahoma
Department of Central Services
Central Purchasing**

**Contract Document
SW200 / Purchase Card
Program**

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Contract

ID: 000000000000000000002142

This Contract is made by and between FIA Card Service, N.A., a Bank of America company, ("Bank of America", "the Bank"), and Department of Central Services, Central Purchasing Division on behalf of the State of Oklahoma ("the State") for its Purchase Card Program ("Program") and shall be effective as of May 5, 2010("Effective Date" or "Date of Award").

Both parties agree to be bound by this Contract, as amended from time to time.

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Legal Contract

- A.2.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.2.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to this Contract document, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.2.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.3. Contract Modification

- A.3.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.3.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.4. Tax Exemption

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The Central Purchasing Division shall furnish tax exemption certificates upon written request.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal

or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph of this certification;

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Audit and Records Clause

A.6.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.6.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

The successful bidder's records are generally maintained for a rolling period of seven (7) years from the date of a transaction.

The successful bidder will need to have prior notice for such examinations and such examinations will only be related to the records related to the client name and its transactions.

A.7. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

Each Program participating entity is responsible for payment. If sufficient appropriations or other funding resources are not made to carry on the Contract, the participating entity shall be responsible to cancel the Program in sufficient time to pay the obligations of the Program based on transactions already made by the participating entity's employees.

A.8. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma, except where the Federal laws respecting national banking associations are concerned.

A.9. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.10. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.11. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.12. Special Provisions Special

Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this Contract.

B.1.1. STANDARD DEFINITIONS

- B.1.1.1.** Addendum – A written change, addition, alteration, correction, or revision to a statewide contract issued by Central Purchasing Division.
- B.1.1.2.** Contracting Officer – The State representative designated by the State Purchasing Director, who is responsible for the Contract, determining scope issues, and assuring quality of performance of successful supplier(s). The State reserves the right to change the Contracting Officer at any time.
- B.1.1.3.** CP – State of Oklahoma, Department of Central Services, Central Purchasing Division.
- B.1.1.4.** DCS – State of Oklahoma Department of Central Services.
- B.1.1.5.** Local Government Entity – Any unit of local government including, but not limited to, any school district, county, municipality, Higher Education, or Political Sub-Division.
- B.1.1.6.** Mandatory –Obligatory, required by order, a provision that may not be waived.
- B.1.1.7.** May – Denotes that which is permissible, not mandatory.
- B.1.1.8.** Participating entity or Participants –Entities include all Oklahoma State Departments, Boards, Commissions, Agencies, Institutions, Counties, Cities, Higher Education, School Districts, Political Sub-Divisions and Municipalities.
- B.1.1.9.** Shall or Must – Denotes that which is a mandatory requirement.
- B.1.1.10.** Should – Denotes that which is recommended, not mandatory.
- B.1.1.11.** State – State of Oklahoma.
- B.1.1.12.** State Agency – A State government agency, department, division, bureau, board, or commission. Grand River Dam Authority and Oklahoma Housing Finance Authority are a state agency but exempted from Central Purchasing Act.
- B.1.1.13.** The Bank – Bank of America that is awarded this Contract. It is used interchangeably with “successful supplier” and “Contractor”.

B.1.2. CONTRACT SPECIFIC DEFINITIONS

- B.1.2.1.** Applicable Regulations – all federal, state, and local laws, regulations, rules and standards which apply to this solicitation and the resulting contract.
- B.1.2.2.** Account - A government card account number assigned to a participating entity.
- B.1.2.3.** Approving Official – An individual that is designated by the participating entity to, in a timely manner, monitor, review and approve the purchases of assigned cardholders.
- B.1.2.4.** Average Transaction Size – Dollar Purchase Volume divided by the total of number of transaction included in the calculation of Dollar Purchase Volume for any given period.
- B.1.2.5.** Billing Cycle – The time period from one invoice cutoff date to the next cutoff date.
- B.1.2.6.** Billing Statement - The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.
- B.1.2.7.** Business Day – A day, not a Saturday or Sunday or holiday, on which commercial banks generally are open for business.
- B.1.2.8.** Calculation Period – Initially, the period commencing with the first dollars spent on the card after the Bank receives a fully executed original of the Contract and ending June 30, 2011 and thereafter, each subsequent 12-month period. The first payment will be paid based upon the spend volume generated through June 30, 2011. Going forward, the rebate calculation period will be July 1st through June 30th annually. In the event that a calculation period is less than the 12-month period, the Bank will calculate the rebate based on the total dollar spent during such period.
- B.1.2.9.** Card – Each plastic charge card which we issue for your Card Account using a Service.
- B.1.2.10.** Cardholder – An individual that is designated by an Agency P-card Administrator and Approving Official to be a purchasing card recipient and make official government purchases.
- B.1.2.11.** Cardholder Account – Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.
- B.1.2.12.** Cardless Account - An Account for which we assign only an account number, but no Card is issued.

- B.1.2.13.** Cash Advance - Use of a Card Account to obtain cash from a participating financial institution, merchant or Automated Teller Machine, to write a Convenience Check or to obtain items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers.
- B.1.2.14.** Controls – structure, policies, and procedures put in place to provide reasonable assurance that management meets its objectives and fulfills its responsibilities through effectiveness and efficiency of operations, reliability of financial reporting, and compliance with applicable laws and regulations.
- B.1.2.15.** Convenience Check - A check which we may provide to you, upon your request, to draw on a Card Account.
- B.1.2.16.** Dollar Purchase Volume – total US dollar purchases made on a P-card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, and fraudulent charges.
- B.1.2.17.** Entity P-card Administrator – An individual, designated by the participating entity, responsible for the P-card program management and oversight at the entity level. This includes timely payment of invoices, the development and enforcement of entity policy, procedures and training program.
- B.1.2.18.** Grace Days - The number of days after the Billing Statement closing date within which payment is due.
- B.1.2.19.** Incentive – Under this solicitation, it means the same as rebate, which is the return of part of a payment, representing some deduction from the full amount previously paid.
- B.1.2.20.** Interchange Fee - The transaction fee on credit card and debit card purchases charged by the banks that issue the cards. It is paid by the merchants who accept the cards for payment. An interchange fee typically comprises a fixed charge per transaction plus a percentage of the amount charged.
- B.1.2.21.** Interface – The transmission of data that will allow for efficient and logical interaction between software systems.
- B.1.2.22.** Integrate – Components of the system that function efficiently and logically with all applicable existing systems
- B.1.2.23.** Large Ticket Transaction – A transaction that the State and successful supplier have determined is eligible for a Large Ticket Rate.
- B.1.2.24.** Large Ticket Volume – Total US dollar Large Ticket Transactions made on a P-card, net of returns, and excluding cash advances, convenience check amounts, and fraudulent charges.
- B.1.2.25.** License Software – Computer software in all representations, along with documentation and manuals that are owned by the licensor.
- B.1.2.26.** Merchant – A firm that accepts the State P-card for purchases.
- B.1.2.27.** Merchant Category Classification (MCC) – MCC represents a code scheme that defines a merchant industry type based on the Standard Industrial Category (SIC) code. The MCC/SIC code is included in the authorized transmission.
- B.1.2.28.** Materials - The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you. Materials definition excludes any report, account, statement or transaction data extracted from the system for use by the State in the management of its card program.
- B.1.2.29.** Payment Due Date - The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days.
- B.1.2.30.** P-card – Purchase card.
- B.1.2.31.** PeopleSoft – Under this solicitation, it refers to an application for the State of Oklahoma’s statewide Finance and Accounting system used by several state entities.
- B.1.2.32.** Purchase Card – A purchase or electronic payment method designed to automate the procurement process for the State’s indirect goods and services.
- B.1.2.33.** Purchase Card Program – A system wherein a successful supplier provides credit cards to the State, the successful supplier pays point-of-sale merchants, and the State pays the successful supplier for official goods and services purchased.
- B.1.2.34.** Program – Purchase Card Program
- B.1.2.35.** Program Work Plan – A mutually agreed upon and maintained document which identifies software requirements and delineates project deliverables, and responsibilities of both parties. The program work plan delineates specific dates and occurrences of milestones and tasks. At a minimum, the

program work plan must include a Review Schedule that includes tasks to be performed and the time frame for completion of each task in relation to the Purchase Card Program. All work under the contract resulting from this solicitation shall be performed in accordance with the approved program work plan.

- B.1.2.36.** Software - Web-based applications accessed via a Website and/or the programs and data files (refers to internal working files within the software application itself) provided by us for use on a computer in connection with the Services.
- B.1.2.37.** State P-card Administrator – An individual, designated by the State Purchasing Director, responsible for the P-card program management and oversight at the State level. This includes the development and enforcement of P-card policy, procedures and training program.
- B.1.2.38.** Task – A specific piece of work or activity.
- B.1.2.39.** Transaction – All activities that result in a debit or credit to an account.
- B.1.2.40.** Unauthorized Use - Use of a Card Account, Card or Convenience Check by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account and (iii) whose use does not benefit you directly or indirectly.
- B.1.2.41.** User Documentation - Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.
- B.1.2.42.** Website - Any internet website and/or online access channel for use in accessing the Services.

B.2. AUTHORIZED USERS

Solicitation responses shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies, Institutions, Counties, Cities, Higher Education, Political Sub-Divisions, School Districts and Municipalities.

- B.2.1.** The Bank requires a linking authorization for each participating entity that would link to the State's Contract.
- B.2.2.** Other local government entities will sign the linking authorization, as required under B.2.1, but must be credit approved by Bank of America to be authorized to link and implement their own program.

B.3. EXTENSION OF CONTRACT

The State may extend the term of this contract up to 120 days if mutually agreed upon by both parties in writing.

B.4. AMERICANS WITH DISABILITIES ACT

The successful supplier assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

B.5. PATENTS AND ROYALTIES

The successful supplier, without exception, shall indemnify and hold harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for, or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the successful supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.6. OWNERSHIP OF SOFTWARE

The State acknowledges that all copyrighted software provided by successful supplier for the performance of the Program is owned by the successful supplier.

B.7. OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall remain the property of the State of Oklahoma, or deleted or returned at the conclusion or termination of this contract as agreed upon by the State of Oklahoma.

B.8. CONTRACT PERIOD

This contract shall not become effective until approved by the State Purchasing Director, Central Purchasing Division, Department of Central Services. The initial implementation starts on date of award – June 30, 2010. The contract is commencing as of the date of the award and ending June 30, 2014. The contract may be renewed at the same terms and conditions for up to three (3) two-year option periods.

B.9. CONTRACT PRIORITY, TYPE AND PRICING

This contract is non-mandatory to participate in the Program. Local governments may avail themselves of using the contract or participating in the Program.

This is a firm, fixed price, indefinite delivery and indefinite quantity contract. Pricing as submitted on the price schedule shall contain all direct and indirect costs associated with unit price, e.g., insurance, fees, taxes, profit, overhead, general and administrative expenses.

B.10. POST AWARD MODIFICATIONS

Following contract award, during the term of the contract, including any optional renewal periods, or prior to renewal of the contract, the State may make changes or revisions within the scope of work of the contract. The State Purchasing Director or designee and the successful supplier may negotiate in good faith adjustments to terms, conditions, prices or other matters of mutual concern and interest. Such negotiations will be conducted in accordance with the Central Purchasing rules and result in an addendum or modification to the contract.

B.11. WAIVER

The waiver by either party of any default or breach of the contract will not constitute a waiver of any other or subsequent default or breach. Waiver by both parties shall be in writing.

B.12. TERMINATION FOR DEFAULT (CAUSE)

B.12.1. The State may issue a written notice of default to the successful Supplier, terminating this contract in whole or in part if the successful Supplier fails to:

B.12.1.1. deliver the response or to perform the services within the time specified in this contract or any extension,

B.12.1.2. make progress, so as to endanger performance of this contract, or

B.12.1.3. perform any of the provisions of this contract.

B.12.2. The State's right to terminate this contract shall be exercised if the successful Supplier does not cure such failure within 10 business days (or more if authorized in writing by the State Purchasing Director) after receipt of a notice from the State Purchasing Director or designee specifying the failure.

B.12.3. If the State terminates this contract in whole or in part, it may acquire, under the terms and in a manner the State Purchasing Director considers appropriate, supplies or services similar to those terminated, and the successful Supplier shall be liable to the State for any excess costs for those supplies or services. However, the successful Supplier shall continue the work not terminated.

B.12.4. If this contract is terminated for default, the State may require the successful Supplier to transfer and deliver to the State, as directed by the State Purchasing Director any completed articles. The State shall pay the contract price for completed articles delivered and accepted.

B.12.5. If, after termination, it is determined the successful Supplier was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

B.13. TERMINATION FOR CONVENIENCE

B.13.1. The State may terminate performance of work under this contract in whole or in part if the State Purchasing Director determines that termination is in the State's interest. The State Purchasing Director shall terminate by delivering to the successful Supplier a Notice of Termination specifying the termination date and the effective date. The contract termination date shall be a minimum of 180 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director

B.13.2. After receipt of a Notice of Termination, and except as directed by the State Purchasing Director, the successful Supplier shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this provision:

B.13.2.1. stop work as specified in the notice.

B.13.2.2. place no further subcontracts or orders (referred to as subcontracts in this provision) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

B.13.2.3. terminate all subcontracts to the extent they relate to the work terminated.

B.13.3. The successful supplier may terminate performance of work under this contract in whole or in part if the successful supplier determines that termination is in the successful supplier's interest. The successful supplier shall terminate by delivering to the State Purchasing Director a Notice of Termination specifying the termination date and the effective date. The contract termination date shall be a minimum of 180 days from the date the Notice of Termination for Convenience is issued by the successful supplier.

- B.13.4.** The State is liable for all transactions made and any trailing activity for purchases made prior to the Notice of Termination for Convenience. Trailing activity defines as transactions that have pending authorizations that have yet to post to the Card Account. These may include transactions still outstanding to the merchant that are processed later or authorized recurring payments that post to the Card Account after it has been closed to any new authorizations.

B.14. LAWS, POLICIES AND PROCEDURES

Successful supplier will follow mutually agreed-upon laws, policies and procedures which may from time to time be established or changed, in addition to those set forth in this contract, for efficient and effective implementation of the Program.

B.15. MAINTENANCE AND LICENSING AGREEMENT

- B.15.1.** Successful supplier will furnish the State with any required software maintenance releases or upgrades on a timely basis at no cost to the State to include, but not limited, to Helpdesk for inquiries or incident report, notification of software down time, maintenance and upgrades and general assistance with the application.
- B.15.2.** Successful supplier will grant the participating entities a license to use the P-card data management software. There will be no limitation of the number of workstations using the software for the participating entities.
- B.15.3.** Maintenance and licensing agreement shall be furnished to the State throughout the duration of the contract.

B.16. PURCHASE CARD WARRANTIES

Successful supplier warrants that the P-card will maintain full serviceability for duration of the contract resulting from this solicitation, under normal usage conditions. The successful supplier will replace, at no cost to the State, any issued P-card that does not maintain a full serviceability.

B.17. IMMIGRATION AND NATIONALITY ACT

The successful supplier shall remain in compliance with all Federal, State and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the successful supplier shall convey this requirement to all subcontractors utilized during the term of the contract.

B.18. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY IN ACCORDANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1998, AS AMENDED. (Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21)

The Contractor is to provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

B.19. NEWS RELEASES

The successful Supplier is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without prior written consent of the Oklahoma State Purchasing Director. Failure to adhere to this requirement may result in termination of the contract resulting from this solicitation.

B.20. ADVERTISING

The successful Supplier shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Oklahoma State Purchasing Director.

B.21. CONFIDENTIALITY

The successful Supplier or its employees or its subcontractors that obtain access to any confidential information, records or files of the participating entity in connection with the performance of its obligations under this solicitation or any order placed pursuant to this solicitation shall keep such records, files, and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the participating entity. "Confidential information, records or files" shall not mean information which the participating entity has denominated in writing as not confidential or information which at the time of disclosure is in the public domain by having been printed and published and widely available to the public. e.g., information in public libraries or repositories. The successful Supplier shall notify its employees and its subcontractors in writing that they are subject to the confidentiality requirements set forth above prior to the start of this contract. The Successful Supplier will notify the State in writing upon request when this requirement has been met.

B.22. CHARGE LIMIT

For each service, there will be one total charge limit for the State and one total charge limit for each participating entity account "Aggregate Charge Limit" assigned by successful supplier. Each card will have its own charge limit "Card Limit". If the Aggregate Charge Limit or any Card Limit is exceeded, the excess will be deemed immediately due and payable at the option of successful supplier subject to the funds having been appropriated by the Oklahoma Legislature or other funding sources for such use. The participating entity shall use their best efforts to facilitate payment to the successful supplier. Late payment fee specified by successful supplier will apply when the excess is not paid when it is due.

In its sole discretion, and for purpose of limiting potential losses, (control suspicious activity and prevent fraud and misuse) or for
Issued 05/04/2010

administering time-sensitive requests, successful supplier may increase or decrease the Aggregate Charge Limit or any Card Limit but will provide prior notice to impacted participating entity, as reasonably practicable.

B.23. ZERO LIABILITY FOR UNAUTHORIZED CHARGE

Participating entity will not pay successful supplier any transactions which result from unauthorized purchases when the successful supplier has been properly notified of such transactions or activity and the State or cardholders assist the successful supplier as requested from time to time in the resolution. Unauthorized purchases as used herein means use of an account or card by a person other than a participating entity cardholder who does not have actual implied or apparent authority to use the account or card and whose use does not result in a direct or indirect benefit for a participating entity.

B.24. BANK OF AMERICA CORPORATE CARD SERVICES SPECIAL PROVISIONS

The terms “we”, “us” and “our” refer to Bank of America. The terms “you” and “your” refer to the State or participating entity.

With our Corporate Card Services you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program, travel and entertainment card program, accounts payable card program or fleet card program (each a “Service”, collectively, the “Services”). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements.

B.24.1. OUR OBLIGATIONS

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

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

We are responsible only for performing the Services expressly provided for in this Contract. We may contract with an outside vendor in performing the Services

B.24.2. YOUR OBLIGATIONS

You shall use each Card Account solely for your business purposes.

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

You represent and warrant to us that each Cardholder is a current employee or agent of your company. You will promptly furnish such financial and other information (the State’s CAFR as available for the initial credit limit approval process, ongoing renewals and any limit increase requests) as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that all such information about your employees, agents and your company is accurate and sufficiently complete to give us accurate knowledge of your financial condition.

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

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for your loss of your data. If this occurs, the State can request a recreation of data from the Bank to be provided according to our archived data requirements as stated in our proposal and Disaster Recovery Plan. The State would be responsible for reconstructing the data within the State’s system accordingly.

B.24.3. TRANSACTIONS IN OTHER CURRENCIES

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the “International Transaction Fee”). The International Transaction Fee is set forth in the schedule of charges currently in effect for you. The International Transaction Fee will be shown in the Activity section on your Billing Statement and aggregated in the Other Fees category on the Summary section of your statement.

B.24.4. DISPUTES WITH MERCHANTS AND SUPPLIERS

We will have no liability for goods or services purchased with, or for a merchant’s or supplier’s failure to honor purchases made with, a Card Account, Convenience Check or Card. You agree to make a good faith effort to resolve any dispute with a merchant or a supplier arising from a Transaction. In a dispute with a merchant or supplier, we will be subrogated to your

rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

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

B.24.5. CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder. If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

B.24.6. CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

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

B.24.7. PAYMENT OF CARD ACCOUNTS; SECURITY INTEREST

We will provide to the Card Administrator, or other person you designate in writing to us, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If you have requested a Card Account for travel and entertainment Transactions, we will provide, upon your request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which you or the Cardholder provides to us.

You will pay to us the total amount shown as due on each Billing Statement on or before the due date shown on the statement (the 'total amount due' as exclusive of any unauthorized charges or disputed transaction amounts if the participating entity has elected to have these amounts subtracted from the amount due. Schedule A details any other fees applied as referenced above). If you do not make a payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account.

You will pay us for a Service according to the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time. All charges are subject to change upon 30 days prior written notice to you (unless otherwise agreed in writing), except that any increase in charges to offset any increase in fees charged to us by any supplier for services used in delivering the Service may become effective in less than 30 days.

You will pay us for Software support in excess of that contemplated in the Software section of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

Unless otherwise agreed by us, payments may be made using an Automated Clearing House (ACH) service, which is the Bank's preferred payment method. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

B.24.8. LICENSE TO USE YOUR MARKS

Upon your request, we may place your trademark, tradename, service mark and/or designs ("the State's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant to us a non-exclusive license to use, during the term of the Service, the State's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place your Company Marks on the cards or collateral materials, you agree that the indemnity under the "Protection from Third Parties" section of this Contract covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

B.24.9. TERMINATION

You or we may terminate the Contract or a Service upon 180 calendar days prior written notice to the other party.

Notwithstanding the previous sentence, we may terminate the Contract or a Service effective immediately, and we will send

you notice of the termination if any of the following occurs with respect to a Participant:

- A participating entity fail to pay as and when due (whether upon demand, at maturity or by acceleration) or a participating entity breach any of the terms and conditions in this Contract or any other agreement with us or any of our affiliates or subsidiaries;
- A participating entity fail to pay or perform any other obligation, liability or indebtedness to any other party.

Upon any termination of a Service, (i) the entire balance outstanding on all Card Accounts with respect to that Service shall, at our option, become immediately due and payable and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. Your responsibility to pay for all Transactions regarding each Card Account will continue until a reasonable period of time after you notify us to close the Card Account or until you pay for all Transactions entered into before we close the Card Account to future use, whichever occurs later. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

- Immediately stop using any Materials relating to the terminated Service;

B.24.10. SOFTWARE LICENSE

This section applies to all Software we provide to you pursuant to the Contract unless we provide you a separate license agreement for specific Software (including a "click-wrap" Software license you may obtain from us by downloading from our website and the licenses for any other third-party Software we provide you in connection with the Services).

B.24.10.1. License

For each Software application we provide to you for one or more Services, we grant you a non-exclusive, revocable, non-transferable license for the use of that Software and any Materials related to the Software that we provide to you. Each license is granted solely for use in object code form only in connection with one or more Services. You may use the Software only in accordance with the applicable User Documentation.

The Software, its source code, the Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. You will secure and protect the Software and Materials (including all copies) in a manner consistent with the maintenance of our rights and those of our licensors. In order to protect those rights, you will reproduce and incorporate copyright notices and all other proprietary legends prescribed by us in any permitted copies. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Software or Materials (or copies). You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Software and/or Materials (including copies) to comply with your obligations to protect the Software and Materials.

We are obligated to provide you only with those updates, upgrades, maintenance or new releases of Software which we make generally available to our other customers who license the same Software. Any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Software upon delivery to you. We will provide support only for the most current version of Software we have provided to you.

You will, at your expense, cause a computer to be installed and kept in good condition and working order at your site for use of the Software. The computer and its components must be equipment which is acceptable, as specified by us from time to time.

At our option, we may assist you with the installation of Software on your computer and/or with the training of persons who will use the Software, but we will not bear any responsibility for (i) such training or (ii) the proper installation or use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation.

The following language applies only to future software applications. No other software is being contemplated at the signing of this Contract. If we have provided you with Software to be installed on your computer, you may not install the Software on more than one computer or electronically distribute it to any other computer, without our prior written approval and the payment of any fees that we may assess. You may move the Software to another computer replacing the one on which the Software was originally installed or to another site, but only after you give us notice, in writing or by electronic means approved by us for such purpose, specifying the new computer and site. If we have provided you with Software to be installed on your network server, you may not electronically distribute, or allow anyone else to electronically distribute, the Software except from the network server on which it is installed to workstations on that network. You will provide us notice, in writing or by electronic means approved by us for such purpose, each time you install the Software on more than one computer (subject to our prior written approval) or electronically distribute the Software to a workstation on that network, as applicable, in each case indicating the location and the date of such installation or distribution.

You will provide us with reasonable access to the Software and Materials at your site to provide assistance or to verify the status or location of the Software and Materials. In addition, we may audit your site and have access to the Software and Materials provided to you to confirm compliance with this Software License section. Furthermore, we may audit your site and have access to such Software and Materials if you fail to provide us with any notices or reports, or if we reasonably believe you are using unauthorized copies of the Software and/or Materials, using the

Software and/or Materials in an unauthorized manner, and/or otherwise failing to comply with any of the terms and conditions of this Agreement.

You may not alter, repair, modify or adapt any Software or Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.

You will inform our client support unit of all errors, difficulties or other problems with the Software of which you become aware. We may make reasonable efforts to fix or provide workarounds for any material errors reported to us and to provide you with support and consultation concerning the Software. Any such efforts, support and consultation will be determined by us, in our sole discretion. You will cooperate with us in the expeditious resolution of such errors, difficulties or other problems by providing us, on request, a listing of input, output and all other data which we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

Your license to the Software and Materials will terminate pursuant to termination clauses in this Contract if you breach a material term of this Software License section or the license, or if the Services for which you are using the Software are terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Software, we may seek any remedy provided by law or equity.

B.24.10.2. Limited Warranty/Disclaimers

You acknowledge that the Software and Materials have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Software and Materials are satisfactory for your purposes.

You acknowledge and agree that the operation of the Software may not be uninterrupted or error-free and that the Software and Materials are provided on an "AS IS" basis.

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 30 days after delivery to you, provided that (i) the Software has been used by you in strict compliance with the terms and conditions of this Contract and the Materials, (ii) the Software has not been modified in any way by you, and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software which result in the Software not substantially conforming to such documentation. In the event that such warranty is breached, we shall, at our option, (i) use reasonable efforts to correct or work around any such defects, errors or bugs or (ii) accept return of the Software and refund any license fees paid by you for the Software.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software and Materials.

Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Contract or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the Materials, and all other property, services or rights covered by this Agreement.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the provision of, use of, or inability to use, the Software and/or Materials.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of any Software and/or Materials.

B.24.10.3. Infringement Indemnity

We will defend at our own expense or settle any action brought against you, subject to the approval of the Attorney General, to the extent it is based on a third party claim that your use of the Software and/or Materials provided by us to you pursuant to this Contract infringe any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and we will pay all costs and damages finally awarded in any such action.

Our obligations under this indemnity are subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, (iv) both parties cooperating together in the defense but Bank of America having final control, subject to the approval of the Attorney General, of defending such claim or action, (v) your having used the current version of the Software and Materials, as provided to you by us, in compliance with the terms and conditions of this Agreement, (vi) your using the Software and Materials only in the manner for which the Software and Materials were designed, (vii) your not modifying the Software and Materials, and (viii) your not incorporating the Software and Materials with products not approved by us. You acknowledge and agree that our obligations under this indemnity are our only obligations to you with respect to any infringement claim in connection with your use of the Software and/or Material

B.24.10.4. Export Controls

You understand and acknowledge that any obligations that we may have to provide Software, any Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained

(all of which shall be collectively referred to as "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and reexport restrictions applicable to the Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of the Data.

B.24.11. CHANGES TO A SERVICE

Bank may, upon written notice to the State, amend this Contract by changing, adding or deleting any term, condition, service or feature of an Account or of this Contract if required by external forces such as changes in law, card association rules or other changes generally affecting Bank of America's other [purchase] card customers.

B.24.12. COMMUNICATIONS; NOTICES

Any written notice or other written communication to be given under the terms of this Contract will be addressed to the applicable address specified on the signature page, except as you or we specify otherwise in writing. Notices are effective upon receipt, except as otherwise provided in this Contract or any Materials.

You agree that we may electronically monitor and/or record any telephone communications with you in those countries which permit that practice. If our records about any such communication are different from yours, our records will govern.

If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Contract and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss.

B.24.13. CONFIDENTIALITY

We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of this Contract may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information, and the policy reflected in the Bank of America Corporation Code of Ethics and section .

The Bank meets this requirement in section by entering into a Confidentiality Agreement with all of the Bank's contracted suppliers and requires their compliance with the Bank's confidentiality requirements. The Bank's Supplier General Services agreement is considered proprietary and confidential.

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

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

These confidentiality obligations, as allowed by the law of the State of Oklahoma, continue after the Service you are using is terminated.

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

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service, (v) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vi) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, affiliates, officers, employees and agents with a need to know any information we obtain about you and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

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

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

This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

These obligations, as allowed by the law of the State of Oklahoma, continue after the Service you are using is terminated.

B.24.14. SEVERABILITY

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

B.24.15. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us on and as of each day on which we provide a Service to you that (i) the Contract constitutes your duly authorized, legal, valid, binding and enforceable obligation; (ii) your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.; (iii) the debiting of any account as provided in the Contract is not inconsistent with any restriction on the use of that account; (iv) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Contract and the transactions contemplated under the Contract have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and (v) there is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Contract.

C. SOLICITATION SPECIFICATIONS

C.1. SCOPE OF WORK

C.1.1. ORGANIZATION AND PERSONNEL QUALIFICATIONS AND REQUIREMENTS

The successful supplier must have the assets and personnel that will allow it to provide services to participating entities throughout the State Of Oklahoma.

C.1.1.1. Organization Qualifications

C.1.1.1.1. The successful supplier:

- a. Is not currently receiving or has outstanding federal or state corporate criminal conviction;
- b. Is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency because of debarment or suspension by Federal and/or State, or Local government
- c. Must have a minimum of five (5) successful years experience in similar nature and scope of work required in this solicitation;

C.1.1.2. Organization Requirements

- C.1.1.2.1. Successful supplier must provide a central point of contact person(s) to ensure coordination of the Program, as well as individuals that have the necessary expertise to "trouble shoot" the provided solution. Individual must have appropriate authority to expedite the solution.
- C.1.1.2.2. Successful supplier agrees that no data, information or distribution listed related to this solicitation may be sold or otherwise distributed by the successful supplier to a third party, including to any divisions owned by or affiliated with the successful supplier.
- C.1.1.2.3. Successful supplier must have an ongoing performance measurement for contract quality management and process for continuous improvement of their services to the State. The comparison analysis may be utilized to compare the weighted average results of two periods (i.e., previous and current period) that use the same input parameters. Successful supplier may include, but are not limited to, the following areas:

- a. Customer service: response time, waiting time, handle time, non-answered calls, resolution to customer satisfaction
- b. Quality of services on training program, training topics
- c. Merchant expansion progress
- d. Participant expansion progress
- e. Customer satisfaction through conversion process, implementation process.
- f. Strategic plan for contract management
- g. Overall Program Growth
- h. Best practices and growth with comparisons to industry benchmarks and standards
- i. Customer satisfaction of service and quality
- j. Timelines to update performance measurement to the State

C.1.1.3. Personnel Qualifications and Support

C.1.1.3.1. The successful supplier shall provide competent and highly skilled personnel and have an adequate number of personnel needed to support the Program. The State understands that personnel availability is subject to change; substitutions of personnel will include replacements with similar qualifications. The State P-card Administrator assigned to be responsible for this Program shall be notified in writing five (5) business days prior to these changes or substitutions take place.

Any personnel changes, including promotional decisions, shall remain under the successful supplier's control. If a key team member, subcontractor or agent needs to be changed for any reason, successful supplier will then work diligently to find a suitable replacement. However, if there are concerns about an individual's eligibility to perform work in connection with the contract, the State is to contact the Card Account Manager who will investigate and respond to the concerns.

C.1.1.3.2. The Central Purchasing Division reserves the right to request additional personnel and/or replacement of current personnel at any time. The successful supplier will be notified in writing five (5) business days prior to when these additional personnel and/or replacement personnel are needed in order to ensure the tasks and deliverables of the Program are adhered to. The successful supplier has the ability for expansion of staffing and will support the Program throughout the term of the contract resulting from this solicitation.

C.1.1.3.3. Successful supplier shall provide non-automated customer service support that includes responding promptly to the participating entity's inquiries. Calls must be answered by live personnel within 30 seconds. Fax and electronic mail messages shall be responded within 24 hours. Successful supplier may also include secured real-time web assistance, i.e. online helpdesk. If there are any unresolved issues or questions, the successful supplier shall regularly update the participating entity on progress made in resolving questions or problems.

C.1.1.3.4. Customer services will be available 24 hours a day, on everyday of the year. Customer services are defined at minimum of covering the reporting of lost or stolen cards, transaction authorization and verification, account inquiries, account maintenance, and cardholder customer assistance, billing issues and other forms of customer services.

C.1.1.3.5. The successful supplier's support system shall provide customer service personnel via toll-free domestic telephone numbers, toll-free international telephone numbers, and accept collect calls. Customer service personnel should also be contacted via e-mail and dedicated facsimile. Toll-free international phone number shall be accessed 24 hours a day, every day of the year for cardholder services.

C.1.1.3.6. All personnel assigned to work under the contract resulting from this solicitation must pass background check, if requested, by federal, state enforcement agencies or other comparable processes as approved by the State. All assigned personnel must continue to meet the requirements referenced in section throughout the life of the contract.

C.1.1.4. Permits and Licenses

Successful supplier shall be a firm licensed to do business in Oklahoma and shall obtain at their expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this solicitation.

C.1.2. SERVICE REQUIREMENTS

Successful supplier must succeed and maintain, at a minimum, the performance standards to enable the State to achieve goals related to the use of the Program, including:

C.1.2.1. Maximize Program participants through program expansion.

Successful supplier, with support of the State, will aggressively strive to market the Program to potential State and Local government entities. Successful supplier will cover costs and provide materials for such marketing initiatives and the successful supplier understands that marketing at specific locations is required.

C.1.2.2. Maximize returns through incentive programs to all participating entities.

The incentive programs may include, but are not limited to,

“Average Transaction Incentive”, “Volume Sales Incentive”, and “Prompt Payment Incentive”.

An Average Transaction Incentive is currently based solely on the average per transaction dollar amount of total sales for all participating entities combined.

A Dollar Purchase Volume Incentive is currently based solely on the total dollar charges for all participating entities combined.

A Prompt Payment Incentive is based solely on the participating entity's prompt payment on invoices issued by successful supplier. Participating entities' accounts are either central bill and central pay (i.e. state agencies' payments through Office of State Finance) or separate bill and separate pay.

The State expects no minimum transaction level requirements for the incentive. Successful supplier must perform incentive calculations for the participating entities under this Program. All rebate calculations are to be performed within thirty (30) days from the end of the rebate period specified by successful supplier, and the incentive checks or ACH credit must be paid within ninety (90) days following the end of the Calculation period. Payment is considered paid on postmark date of the payment envelope.

C.1.2.3. Provide initial training program to utilize supplier's card data management system

Successful supplier shall provide training on how to utilize their system, to include, but not limited to, transaction management, cost allocation, initial account setup, account code setup, and reporting and queries functionality. The training shall be offered in a classroom setting per the State's request for Agency P-card Administrators, Approving Officials, and Billing Officials. Training can also be offered in other forms such as electronic web-based training, training on a Compact Disc (CD), and Webinar.

C.1.2.4. Develop ongoing training program for various levels of card program administration and for effective use, protection and security of P-cards and Program

At a minimum of twice a year, successful supplier is to develop training programs on various subjects, e.g., fraud, risk assessment, best practices or other relevant subject at no charge to the State. Training programs can be conducted online or in person that provide knowledge and skills needed to manage the Program at the entity level. Successful supplier's online system shall be in compliance with all public and private sector legislation regarding accessibility, privacy and security of all personal, governmental and corporate data.

C.1.2.5. Ensure smooth data Integration with existing internal systems

Successful supplier shall ensure, at no cost to the State, the highest level of data integration, which should provide improved visibility into State spend. Successful supplier's electronic card management system must smoothly integrate P-card data transactions with participating entities' existing legacy, ERP (Enterprise Resource Planning), e-procurement system or other transaction systems, and be capable of reconciling P-card data transaction online by allowing accounting entries for card transactions to either be manually downloaded or be fed directly and automatically into the participating entities' core system of record.

Major accounting systems are the PeopleSoft Financial system used by majority of state agencies and POISE used by universities. Supplier must be able to create customized financial extracts for integration with major accounting systems and other systems used by participating entities.

The Office of State Finance has plans to utilize PeopleSoft Procurement Card functionality, supplier's system must be able to accommodate and integrate with this functionality.

C.1.2.6. Ensure smooth transition and implementation process

C.1.2.6.1. Transition

Successful supplier shall cooperate with the State, participating entities and current contractor to ensure a seamless implementation process of conversion with non-disruptive transition from current contractor.

C.1.2.6.2. Entity enrollment and implementation

Prior to participating in the new Program, existing or new participating entities may request, as part

of the implementation of the new Program, the successful supplier to plan, initiate, conduct, support and manage, and complete a successful demonstration period. The successful supplier must have capabilities to successfully fulfill this request to ensure smooth transition.

In order for a new entity to participate, the State requires the entity to submit a written request to join the Program to the State Purchasing Director. The State Purchasing Director will then notify the successful supplier. The successful supplier shall make contact and arrange anticipated delivery of implementation package and implementation process to the entity within 3 working days.

The successful supplier will provide detailed information on the new entity enrollment and implementation plan and will work with the State to meet all required elements of the agreed to plan.

C.1.2.7. Internet-based/online P-card data management system

C.1.2.7.1. Real-time maintenance capability

- a. Successful supplier shall provide a single internet-based P-card data management system that shall utilize "VISA" platform that allows and integrates with various types of electronic payment methods (including both participating entities' internal systems and methods offered by supplier that can be integrated with existing participating entities' payment systems to streamline payments) for all participating entities. The system must also be the most current system available from successful supplier and capable of enhancement for future development of electronic networks of commerce and payment systems. Authorized members of participating entities will have the ability to manage cardholder accounts, entity program structure, and possibly other elements in their entity program in real time (i.e. automatic transaction- routing process) for a minimum period of the previous twenty-four (24) months.
- b. Successful supplier also provides information and features in connection with account maintenance processes including:
 - b.1 Other means of requesting changes including: written, phone, fax, and e-mail;
 - b.2 Restricting changes to entity program coordinator (or alternate) except lost/stolen/fraud account closures;
 - b.3 Security controls in place to ensure only authorized changes;
 - b.4 Time frames from request to enactment.
- c. Routine maintenance will be conducted during time period that does not interrupt the State usage. The supplier will issue announcements to the State regarding times and dates for routine maintenance as well as when supplier is experiencing technical problems. Other than scheduled routine maintenance, participating entities should have twenty-four hours a day seven days a week to access to the supplier's data management system.

C.1.2.7.2. Card management capability

The system must be capable of real time card issuance, re-issuance, activation, and temporary or permanent termination of cards and be able to accommodate the ever-increasing number of cards. Each participating entity will administer their procurement function, determine to whom the cards shall be issued, and the purchasing authority of each employee, i.e. authorized limits, block or limit merchant category codes, decline or view authorizations, allow cardholders to view their transactions online, increase limits temporarily for emergencies.

C.1.2.7.3. Reporting, query and analysis capability

The system shall have the ability for all participating entities to access various types of reports and queries as needed and to create customized reports using any data fields in the system and export in other formats, i.e. Microsoft Excel, Portable Document Format (PDF), Textual Data Format such as Extensible Markup Language (XML) in order to capture data that is required by Law, internal policies and procedures, financial management and control and etc. Each participating entity may require different types of transaction data and information; successful supplier will be able to provide versatile and comprehensive reporting capabilities at all hierarchical program levels and deliverable through various media. Successful supplier will also be required to make available the entire statewide Program database for the State P-Card Administrator.

The State may request special reports in compliance with laws, rules, procedures and rules. Successful supplier shall have ability to generate the reports using any data fields for the State without additional cost.

C.1.2.7.4. Billing capability

The successful supplier must have a diversified system of delivering accounting/billing information. Participating entities have numerous different types of financial systems. The successful supplier must have the flexibility to accommodate participating entities with a variety of financial systems. The State will have a need for both a paper hard copy process and an electronic access system for data exchange.

The Program and P-card transaction data will be available through the successful supplier's electronic card management system. The system shall be able to provide electronic review and manipulation of all captured transaction information, including the ability to sort data by any field. The system shall also have the ability to filter out unnecessary information, edit account allocation manually, and split transaction amounts into sub-units for multi-account allocation. This includes summary roll-up, review and manipulation at different hierarchical levels.

The successful supplier shall also be able to provide automatic, default cost allocations for each transaction to include the ability to assign multiple account codes to each transaction as determined by the participating entity. In addition, the successful supplier shall provide the ability to assign a code based on the merchant category, cardholder or any combination of these fields. The account code must be sufficiently long with a minimum of 120 digits to accommodate the accounting string of any participating entity and the ability of the participating entity to override the default code.

The successful supplier shall also provide the ability to download data from the system and the automatic creation of batch upload files containing accounting data to a participating entity's internal financial systems to include, at a minimum, a custom interface file to any internal system(s) designated by the participating entity. This custom interface file shall be created in such a manner that it can be imported into the Participating entity's system with no special programming or manual entry of transaction data.

C.1.2.7.5. Other technical and enhancement capability

Successful supplier must have other technical and enhancement capabilities not described in section thru , to include, but are not limited to, disaster recovery, ability to integrate with diversified information technology environments, ability to emerge with future internet and electronic commerce development/solutions, ability to reconcile transactions with e-procurement application, compliance with Oklahoma Information Technology Accessibility Standards.

C.1.2.8. Expand P-card acceptance by merchants and merchants to provide level 3 data transactions.

The successful supplier is required to have a proactive mechanism in place to enroll new merchants as acceptors of P-cards. Successful supplier may provide brochures to help disseminate information concerning participation in card acceptance. The successful supplier shall also assist in promoting the benefits of accepting the card and recruiting merchants that do not currently accept the card. In addition, successful supplier is to expand, with support of the State, ability of merchants to provide level 3 data transactions either through marketing, merchant training or promotional/incentive programs.

C.1.2.9. Maximize controls and fraud protection level

Successful supplier's online P-card management system shall have ability for participating entities to apply hierarchical levels, enforce different card dollar limits, temporarily place card in hold status, card transaction limits, restrict usage by employee level and have widest possible merchant category code restrictions both at the State and entity levels.

Successful supplier must have the up-to-date security measures to ensure to protect the confidentiality of the participating entity's transaction information.

C.1.3. OTHER GENERAL REQUIREMENTS

C.1.3.1. Card design and security control

The successful supplier shall provide the card design that meet the State and Local government entities' needs and be responsible for the embossing and printing of the P-cards to the State's and local government entities' specifications at no charge. The State and local government entities may furnish the necessary artwork or description in order to provide a distinctive card design and color that will identify the card as a P-card of the Program. The one basic design as the standard card stock may be used by all participating entities. The State reserves the right to change the card design during the contract period at no charge to the State.

State and Local government entities shall have the ability to customize the standard card stock at no charge. The customization options may include verbiage and logo or graphic embossing to the front side of the card.

Successful supplier must have up-to-date technology for physical security of the P-cards and the privacy of the P-card numbers as well as security methods for the use of Controlled Payment Numbers. Security

controls for fraudulent attempts may include, but are not limited to, a chip and pin enabled card, on-line verification system, fraud alert in real time.

C.1.3.2. Types of Cards and Other Electronic Payment Methods

Successful supplier shall have the ability to provide various types of cards and other electronic payment methods that support straight-through process of purchases that may be used by the State to include, but are not limited to, Controlled Payment Numbers such as virtual account numbers or ghost cards, Single Use Accounts account numbers, declining balance cards, Fleet cards, multi/one cards, E-procurement accounts, specific purpose cards, etc.

C.1.3.3. Liability

Participating entities shall only be liable for the use of their purchase cards on acquisitions that are authorized transactions when the successful supplier has been properly notified of such transactions or activity and the participating entities assist the successful supplier as requested from time to time in the resolution. Authorized transactions are defined as acquisitions which meet the following requirements:

- C.1.3.3.1. Where the participating entity authorized the employee as a purchase card user;
- C.1.3.3.2. Within cardholder setup limits and restrictions specified by each participating entity;
- C.1.3.3.3. Where transactions are authorized by the merchant in accordance with established payment card association rules and regulations;
- C.1.3.3.4. The participating entity receives the product, commodity, services, etc;
- C.1.3.3.5. A transaction involving fraudulent or wrongful use of an account by an authorized employee of the participating entity or any other person with an authorized employee's actual, implied, or apparent authority shall constitute an authorized transaction, and the participating entity would be liable for the charges.

The use of the P-card outside of this definition is defined as an unauthorized transaction and is outside the scope of participating entity liability.

C.1.3.4. Disputed transactions

Successful supplier must have in place a resolution procedure for dealing with disputed transactions from unauthorized charges, errors in cardholder billings, or problems with charges for merchandise or services that are not resolved between cardholder and merchant. Disputed charges must be placed in suspense without interest or late fees until there is resolution. If upon resolution of a dispute the transaction was actually an authorized charge, the participating entity will be liable for the payment without interest or late fees. In the event that successful supplier requires disputed forms, successful supplier is responsible for development of all forms.

Successful supplier's P-card data management system shall have the ability to assign a reference number to credit transactions in order for participating entity to match them to the original transactions.

C.1.3.5. Lost or stolen cards and fraudulent charges

Successful supplier agrees to assume responsibility for all charges without deductible incurred of lost, stolen or compromised / fraudulently used card. Compromised / fraudulent use is defined as use of the card/account by an unauthorized person other than the person to whom the card was issued. The cardholder or participating entity will report lost or stolen credit cards and fraudulent charges to the successful supplier when known. Such reports will be either in writing or verbally or online. The successful supplier should provide for immediate cancellation and emergency issuance of a replacement for the reported lost or stolen card.

Participating entities shall have no liability for lost or stolen cards or fraudulent use of any P-card. Upon termination of an account, the successful supplier will cancel the billing of all reoccurring transactions to the account.

C.1.3.6. Payment methods

The successful supplier will be responsible for operating a payment system that both interfaces with the participating entities' financial systems and is capable of data file download to other formats, i.e. Microsoft Excel, Microsoft Word to participating entities' financial systems at their option. It will be a versatile system and have sufficient flexibility to either manually download data or interface with the participating entities' automated financial systems. Each participating entity will be financially responsible to the successful supplier for their respective authorized cardholder purchases. The successful supplier will be responsible for sending an itemized official invoice to each participating entity as designed for each of the billing accounts established for the participating entity. These invoices will be sent promptly after the end of each billing cycle. It is anticipated that some participants will have multiple billing cycles per month.

Payment will be made to the successful supplier via check, warrant, bank wire, automated clearing house, and/or electronic funds transfer at the participating entity's option. Payment sent via mail is considered paid on postmark date of the payment envelope.

The full amount of each participating entity's monthly balance for undisputed items is due within twenty-five (25) days from the end of the successful supplier's statement cycle end date.

For state agencies, late payment penalties for undisputed payments not received by successful supplier within the specified period will be determined based on interest factor formula provided by the Oklahoma State Treasurer (Titles 62, § 41.4a & 4b and 74, § 840.14. and OSF Prompt Payment Rules/Regulations).

For other government entities, late payment penalties for undisputed payments not received by successful supplier within the entities' payment terms will be determined based on interest factor formula mutually agreed by entity and successful supplier.

D. OTHERS

D.1. State of Oklahoma Purchase Card Program Linking Authorization, attached file to this Contract

E. PRICE AND COST

E.1. The Bank's Incentive and fees, attached file to this Contract

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

THE STATE OF OKLAHOMA

Department of Central Services, Central Purchasing
Division on behalf of the State of Oklahoma

(STATE'S LEGAL NAME)

By: **SIGNATURE ON FILE**

(Signature)

Name: Scott Schlotthauer

(Print or Type)

Title: State Purchasing Director

(Print or Type)

Address for Notices:

Department of Central Services, Central Purchasing

PO. Box. 528803

Oklahoma City, OK 73152-8803

FIA CARD SERVICES, N.A., a Bank of America Company

By: **SIGNATURE ON FILE**

(Signature)

Name: Terry Endres

(Print or Type)

Title: Vice President

(Print or Type)

Address for Notices:

Bank of America Government Treasury Services

800 Market Street, 12th Floor

St. Louis, MO 63101

STATE OF OKLAHOMA PURCHASE CARD PROGRAM LINKING AUTHORIZATION

State of Oklahoma has agreed that political subdivisions in the State of Oklahoma (each a "Political Subdivision") may utilize the purchase card program of the State of Oklahoma, which was awarded pursuant to competitive bid, ("Purchase Card Program") as the basis for establishing a procurement card program with FIA Card Services, N.A., a Bank of America company.

This Linking Authorization is entered into by [Insert Political Subdivision name] ("Political Subdivision") and FIA Card Services, N.A., a Bank of America company, ("Bank of America") as of _____ (the "Effective Date"). By signing this Linking Authorization, Political Subdivision requests and Bank of America agrees to provide to Political Subdivision the Purchase Card Program as set forth in the Purchase Card Contract between State of Oklahoma and Bank of America dated as of May 5, 2010 (the "Contract").

Capitalized terms used in this Linking Authorization, not otherwise defined, have the meanings given to them in the Contract.

Political Subdivision acknowledges and agrees that it has received and reviewed a copy of the Contract, which can be obtained from www.dcs.ok.gov (Central Purchasing > Statewide Contracts > SW200) and agrees to adhere to the terms and conditions of the Contract, as amended from time to time.

Political Subdivision represents and warrants to Bank of America that:

1. it is a political subdivision;
2. its contracting for purchasing card services with Bank of America, and its performance of its obligations under this Linking Authorization and the Contract will not violate any law, regulation, judgment, decree or order applicable to Political Subdivision; and
3. it desires to utilize the Purchase Card Program of the State of Oklahoma as the basis for establishing a purchase card program.

Political Subdivision acknowledges and agrees that, notwithstanding anything to the contrary in the Contract, Bank of America may disclose to the State of Oklahoma and to each other Political Subdivision that utilizes the Purchasing Card Program of the State of Oklahoma as the basis for establishing a purchasing card program with Bank of America: (i) Political Subdivision's name and the fact that Political Subdivision has entered into this Linking Authorization; and (ii) information about Political Subdivision's transactions and spend volume.

This Linking Authorization and the Contract constitute and represent the entire agreement between Political Subdivision and Bank of America regarding the Purchasing Card Program Bank of America provides to Political Subdivision anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between Political Subdivision and Bank of America relating to such Purchasing Card Program.

IN WITNESS WHEREOF, the parties hereby execute this Linking Authorization as of the Effective Date.

_____ **FIA CARD SERVICES, N.A.**
POLITICAL SUBDIVISION

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Attachment # 10
Incentive Schedule
for
Dollar Purchase Volume and Average Transaction Size**

Supplier is to provide rebate percentages to this matrix. Rebate percentages are based on the combined annual spend volume of all current participating entities' accounts. Incentives exclude Large Ticket Transactions, cash advances, convenience check amounts and fraudulent charges.

Entity Avg. Trans. Size	Net Annual USD Purchase Volume (in millions)													
	\$0-4	\$5-49	\$50-99	\$100-149	\$150-199	\$200-249	\$250-299	\$300-349	\$350-399	\$400-449	\$450-499	\$500-549	\$550-599	≥\$600
\$100-200	0.000%	1.190%	1.270%	1.270%	1.270%	1.270%	1.270%	1.280%	1.280%	1.290%	1.290%	1.300%	1.300%	1.310%
\$200-300	0.000%	1.300%	1.380%	1.380%	1.380%	1.380%	1.380%	1.390%	1.390%	1.400%	1.400%	1.410%	1.410%	1.420%
\$300-400	0.050%	1.350%	1.430%	1.430%	1.430%	1.430%	1.430%	1.440%	1.440%	1.450%	1.450%	1.460%	1.460%	1.470%
\$400-500	0.051%	1.351%	1.431%	1.431%	1.431%	1.431%	1.431%	1.440%	1.440%	1.450%	1.450%	1.460%	1.460%	1.470%
\$500-600	0.052%	1.352%	1.432%	1.432%	1.432%	1.432%	1.432%	1.440%	1.440%	1.450%	1.450%	1.460%	1.460%	1.470%
\$600-700	0.053%	1.353%	1.433%	1.433%	1.433%	1.433%	1.433%	1.440%	1.440%	1.450%	1.450%	1.460%	1.460%	1.470%
\$700-800	0.054%	1.354%	1.434%	1.434%	1.434%	1.434%	1.434%	1.440%	1.440%	1.450%	1.450%	1.460%	1.460%	1.470%
\$800-900	0.055%	1.355%	1.435%	1.435%	1.435%	1.435%	1.435%	1.440%	1.440%	1.450%	1.450%	1.460%	1.460%	1.470%
>\$900	0.055%	1.355%	1.435%	1.435%	1.435%	1.435%	1.435%	1.440%	1.440%	1.450%	1.450%	1.460%	1.460%	1.470%

**Attachment # 11
Incentive Schedule
for
Prompt Payment**

Supplier is to provide basis points to this matrix. Basis points are based on the number of days after billing statement date that payment is made. State agencies' accounts are central bill, central pay. Local governments' accounts are separate bill, separate pay.

Dollar Purchase Volume	Days after Billing Statement Date that Payment is Due														
	1-3 days	4-5 days	6-7 days	8-9 days	10-11 days	12-13 days	14-15 days	16-17 days	18-19 days	20-21 days	22-23 days	24-25 days	26-27 days	28-29 days	30 days
\$0-4	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$5-49	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$50-99	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$100-149	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$150-199	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$200-249	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$250-299	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$300-349	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$350-399	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$400-449	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$450-499	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$500-549	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
\$550-599	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6
≥\$600	23	20	18	16	14	12	10	8	6	4	2	0	-2	-5	-6

Escalators to this schedule:

	Additional Basis Points Added
If Payment made within 7 days after a 30-day billing cycle	18
If Payment made within 7 days after a two-week billing period	26
If Payment made within 7 days after a weekly billing period	30
If Payment made daily	37

Attachment # 12
Incentive
for
Large Ticket Transaction Volume

Large Ticket Interchange Transaction Volume will earn a rebate of 50 basis points (0.50%, or 0.005), subject to adjustment based on Attachment # 11, Incentive Schedule for Prompt Payment.

Note:

- ~~1) A minimum of large ticket transaction size is \$50,000.00.~~
- 2) If additional space is needed, attach extra pages.
- 3) General Incentive Terms can be attached with this section.
- 4) Other fees associated with the Program shall be submitted with this section.

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

SCHEDULE OF FEES AND CHARGES
A. GENERAL SCHEDULE OF FEES AND CHARGES

Capitalized terms which are not defined in this Schedule of Fees and Charges have the meaning ascribed in the Treasury Services Terms and Conditions booklet (the “Agreement”).

GENERAL PRODUCT FEE SCHEDULE

Annual Card Fee (Per Card):	➤ Fee Waived
	➤
	➤
Late Fee: Assessed if full payment is not received by Payment Due Date. <u>Central Bill Accounts:</u> Minimum \$250.00, Maximum \$3,500.00	➤ 2.5% of the total balance due
Periodic Finance Charge:	➤ Prime Rate + 1.00% or State of OK applicable late payment statute rate
Cash Advance Fee: Minimum \$5.00, no maximum Cash Advances are not offered with ePayables	➤ 3.00% of transaction amount, if applicable
Overlimit Fee: <u>Central Bill Accounts:</u> Assessed when Aggregate Charge Limit is exceeded.	➤ Fee Waived
Returned Payment Fee	\$29.00 per occurrence
Logo Fee:	➤ Logo Card Fee Waived
Unique Custom Card Design Fee:	➤ Fee to be determined by the complexity of design requested by the State
International Transaction Fee:	1% of the U.S. Dollar amount

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the “International Transaction Fee”). The International Transaction Fee will be shown in the Activity section on your billing statement. The International Transaction Fee will be aggregated in the Other Fees category on the Summary section of your statement.

B. ELECTRONIC PRODUCTS SCHEDULE OF FEES AND CHARGES

<i>Visa:</i>	
Works Visa Information Management (for 1099 reporting)	➤ Fee Waived

<i>Custom Requests:</i>	
Custom Development	<ul style="list-style-type: none"> ➤ ERP Interface Mapping Files included at No Charge – One for each agency/entity ➤ Existing Custom Reports in Works system will be developed during Implementation at no charge for each agency/entity. (Agency/entity will have access to configurable reports module to create own unlimited customized reports) ➤ Additional requested custom development may be subject to \$150.00 per hour charge
Custom Maintenance	<ul style="list-style-type: none"> ➤ ERP Interface Mapping Files revised for system upgrades or conversions at no charge ➤ Additional requested custom maintenance may be subject to \$150.00 per hour charge

END OF SCHEDULES A and B