FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

State Term Contract
No. 84121500-15-01
For
Purchasing Card Services

Between Florida Department of Management Services and Bank of America, N.A.

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and Bank of America, N.A. (Contractor).

The Contractor submitted a reply to the Department's Invitation to Negotiate (ITN) 07-973-120-V for Purchasing Card Services. After evaluation of replies and concluding of negotiations, the Department has determined that the Contractor's reply provides the best value to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

I. Definitions

In this Contract, terms shall have the respective meanings stated in Exhibit A, Definitions. Defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders.

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract, including the Statement of Work and other Contract exhibits listed in Section IV. Other capitalized terms used in this document and its referenced exhibits shall have the meanings given in Exhibit A, Definitions. Any other capitalized term(s) used elsewhere in the Contract but not defined in Exhibit A, Definitions, shall have the meaning given it in the exhibit in which it is used.

II. Initial Contract Term

The Initial Contract Term of this Contract for Purchasing Card Services will be for five (5) years. The Initial Contract Term shall begin on the last date upon which this Contract is signed by all parties.

III. Renewal Term(s)

Upon mutual written agreement, the Department and the Contractor may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term of five (5) years, pursuant to the provision in Section 26 of Exhibit B, Form PUR 1000.

IV. Contract

This document, together with the following attached documents (exhibits), sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All exhibits attached to this document are incorporated in their entirety into, and form part of, the Contract. The Contract has the following exhibits:

a) Exhibit A: Definitions
b) Exhibit B: General Contract Conditions, Form PUR 1000 (10/06)
c) Exhibit C: Special Contract Conditions
d) Exhibit D: Statement of Work
e) Exhibit E: Schedule of Deliverables
f) Exhibit F: Eligible User Agreement
g) Exhibit G: Schedule of Fees, Charges, and Rebates State Agencies
h) Exhibit H: Schedule of Fees, Charges, and Rebates State Agencies

In case of conflict, the terms of this document shall control. If a conflict exists among the exhibits, they shall have priority in the order listed:

a) Exhibit A: Definitions
b) Exhibit C: Special Contract Conditions
c) Exhibit B: General Contract Conditions, Form PUR 1000 (10/06)
d) Exhibit E: Schedule of Deliverables
e) Exhibit D: Statement of Work
f) Exhibit F: Eligible User Agreement
g) Exhibit G: Schedule of Fees, Charges, and Rebates State Agencies
h) Exhibit H: Schedule of Fees, Charges, and Rebates Other Eligible Users

V. Statement of Work

The Services and Solution to be timely rendered by the Contractor pursuant to this Contract are defined and described in detail in Exhibit D, Statement of Work and Exhibit E, Schedule of Deliverables.

VI. Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both parties. Any future amendments to the Contract which alter the definition of the Services or Solution shall define the Services or Solution in the same format as Exhibit D, Statement of Work, and Exhibit E, Schedule of Deliverables.

Notwithstanding the order listed in section IV, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so, then the most recent amendment will take precedence over anything else that is part of the Contract.

VII. Contract Administration

The Department employee responsible for maintaining the contract file for this Contract is:

Stephanie Wyland, Contract Manager
FL Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Ste. 360
Tallahassee, FL 32399-0950
Telephone: 850-488-8367
E-mail: stephanie.wyland@dms.myflorida.com

The Department may unilaterally appoint a different Contract Manager to the Contract. Said action shall not constitute or require an amendment to the Contract. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

The Contractor shall assign one individual to serve as the designated contact person for this Contract. All questions and Customer service issues concerning this Contract shall be directed to the Contractor's designated contact person. It will be the designated contact person's responsibility to coordinate with necessary Customer personnel as required to answer questions and resolve issues. The Contractor must provide written notice to the Department if a new employee is designated as the contact person for this Contract within 5 business days of the change.

The Contractor employee responsible for maintaining the contract file for this Contract is:

Jeri Winkleblack, Vice President
Bank of America
315 S. Calhoun Street, 2nd Floor, FL8-260-02-51
Tallahassee, FL 32312
Telephone: 850-561-5921
E-mail: jeri.winkleblack@baml.com

State Term Contract No. 84121500-15-01
For
Purchasing Card Services

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida,
Department of Management Services:

By: _____

Name: Chad Poppell

Title: Secretary

Date: 1-5-16

Contractor: Bank of America, N.A.

By: _____

Name: Jeri Winkleblack

Title: Vice President

Date: 12-9-15

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
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Exhibit A: Definitions
State Term Contract
No. 84121500-15-01
Purchasing Card Services

1 Definitions

This document contains the definitions for the State Term Contract numbered 84121500-15-01 for Purchasing Card Services.

2 Highlighted Existing Definitions

The definitions found in §287.012, Florida Statutes, Rule 60A-1, Florida Administrative Code, General Contract Conditions, Form PUR 1000, and General Instructions to Respondents, Form PUR 1001 are incorporated by reference.

2.1 Florida Statute Definitions

The following Definitions from §287.012, Florida Statutes, are highlighted for clarity and the convenience of the Contractor.

a) **Agency** - Any of the various state officers, departments, boards, commissions, divisions, bureaus, and councils and any other unit of organization, however designated, of the executive branch of state government. "Agency" does not include the university and college boards of trustees or the state universities and colleges. §287.012(1), Florida Statutes
b) **Commodity** - Any of the various supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property purchased, leased, or otherwise contracted for by the state and its agencies. §287.012(5), Florida Statutes
e) **Contractual Service** - The rendering by a contractor of its time and effort rather than the furnishing of specific Commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations, consultations, maintenance, accounting, security, management systems, management consulting, educational training programs research and development studies or reports on the findings of consultants engaged thereunder and professional, technical, and social services. §287.012(8), Florida Statutes
f) **Department** - The Department of Management Services. §287.012(9), Florida Statutes
g) **Eligible User** - Any person or entity authorized by the Department pursuant to rule to purchase from State Term Contracts or to use the online procurement system. §287.012(11), Florida Statutes

2.2 Florida Administrative Code Definitions

The following Definition is highlighted from Rule 60A-1.005, Florida Administrative Code, for clarity and the convenience of the Contractor.

a) **Eligible User** - The following entities are Eligible Users:

(1) All governmental agencies, as defined in §163.3164, Florida Statutes, which have a physical presence within the State of Florida;

(2) Any independent, nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

2.3 Form PUR 1000 Definitions

The following Definitions from Form PUR 1000 are highlighted for clarity and the convenience of the Contractor

a) **Customer** - The State agency or other entity identified in a contract as the party to receive Commodities or Contractual Services pursuant to a contract or that orders Commodities or Contractual Services via Purchase Order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
b) **Product** - Any deliverable under the Contract, which may include commodities, services, technology or software.

3 Contract Specific Definitions

The following Definitions are specific to this Contract. If any of the following Contract Specific Definitions modify or replace the Highlighted Existing Definitions incorporated in Section 2, the Contract Specific Definitions shall control.

a) **Acceptance** - A written notification that a Deliverable has been reviewed and is judged by the PMO to meet the Acceptance Criteria, as augmented by other Deliverables and amended from time to time, in writing, by the parties.
b) **Acceptance Criteria** - Performance requirements and essential conditions contained in Exhibit E, Schedule of Deliverables, against which Deliverables are evaluated before they are given Acceptance or Rejection.
c) **Accepted Deliverable** - A Deliverable which has been granted Acceptance.
d) **Accounting Data Element (Un-Validated)** - A field, required for FLAIR processing, containing data entered by an Approver, that must be stored in a database and transmitted in the Payment Settlement file as part of an Accounting Entry.
e) **Accounting Data Element (Validated)** - A field, required for FLAIR processing, containing data entered by an Approver, and validated against Accounting Data Elements provided in the FLAIR Data Validation File, that must be stored in a database and transmitted in the Payment Settlement File as part of an Accounting Entry.
f) **Accounting Entry** - A series of Accounting Data Elements, both validated and un-

validated, transmitted to DFS in the Payment Settlement File, that is required by FLAIR to process payment against a Transaction.

g) **Administrator** - A Solution User that has electronic rights and permission to alter Card Account and program settings in the Solution.

h) **Applications** - Proprietary Software and Materials accessed through the Contractor's digital platforms or through any of the Contractor's third party vendor sites; and any related services used to provide the Services, including (i) the Global Reporting Management System ("GRAM") hosted by MasterCard, (ii) a pin platform run by the Contractor, (iii) a payment center for US cardholders run by Total Systems, (iv) the Works System, and (v) any other pre-approved third party vendor the Contractor may use from time to time. The Contractor will provide other parties a minimum of ninety (90) days notice before scheduling the incorporation of a third party vendor.

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

j) **Approver or Approver/Group** - A Solution User, or grouping of users, that has electronic rights and permission to approve, attach scanned copies of documentation to, or add Accounting Entries to, Transactions in the Solution.

k) **Audit Period** – As defined in Section 6, Exhibit C, Special Contract Conditions.

l) **Automated Clearing House (ACH) File** - An electronic file, produced by FLAIR and transmitted to the State's treasury provider by DFS, which contains payment information and is used to settle account balances with the Contractor.

m) **Billing Statement** - The official invoice provided to the OEU or Cardholder by the Contractor 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.

n) **Business Day** - Monday through Friday, 8am to 5pm, inclusive, not including paid federal holidays and state holidays described listed in §110.117(1), Florida Statutes.

o) **Card** - Each plastic charge card the Contractor issues for the Eligible User's Card Account using a Service.

p) **Card Account** - Each account which the Contractor issues to an Eligible User or to a Cardholder with respect to a Service, including a Cardless Account and which allows charges to be incurred for the purchase of commodities and contractual services.

q) **Cardless Account** - A Card Account for which the Contractor issues only an account number, but no Card is issued.

r) **Cardholder** - An employee of the Eligible User and any person the OEU designates in writing who the Contractor approves to receive a Card. If the Eligible User or a Cardholder makes a Card Account number, or a number associated with a Cardless Account available to another party, that person will also be considered a Cardholder. If the OEU or a Cardholder makes a Card Account number, OEU Convenience Check, or a number associated with a Cardless Account available to another party, that person will also be considered a Cardholder. A Cardholder is designated and authorized by the Eligible User to make purchases within preset limits, set by the

Purchasing Card Administrator in the Solution, on behalf of the Eligible User.

s) **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, traveler's checks, and foreign currency.

t) **Charge** - A purchase, credit, accounting correction, or other activity associated with any Eligible User Card Account which creates a liability against an Eligible User's Corporate Account.

u) **Charge Data File** - An electronic file containing line item level detail of all Agency transactions. The Charge Data File includes payment card industry standard Level 3 data, when available.

v) **Confidential Information** - Information in the possession or under the control of the State or the Contractor that is exempt from public disclosure, or made confidential, pursuant to Article I, Section 24, Florida Constitution, Chapter 119, Florida Statutes; or any other provision of State or federal law.

w) **Contract** - The agreement resulting from ITN 07-973-120-V between the Department and the Contractor.

x) **Contractor** - The business entity awarded the Contract resulting from ITN 07-973-120-C by the Department.

y) **Corporate Account** - A master account, established with the Contractor by the Eligible User, to which Transactions made by Card Accounts held by Cardholders can be posted for payment.

z) **Correction Period** - The amount of time, specified in a Notice of Deficiency, which the Contractor has to correct the identified failure in a Deliverable in order to meet the Acceptance Criteria.

aa) **Corrective Action Plan (CAP)** - A document detailing actions to be taken by the Contractor to ensure that future Deliverables meet the requirements outlined in Exhibit E, Schedule of Deliverables, pursuant to Section 5.5, Exhibit C, Special Contract Conditions.

bb) **Date of Delivery** - The date specified in Exhibit E, Schedule of Deliverables, on or before which the Contractor shall submit a Deliverable for Delivery.

cc) **Deliverable** - A tangible object, Commodity, or Contractual Service, produced for, or provided to, an Eligible User pursuant to this Contract.

dd) **Delivery** - The submission of a Deliverable to the PMO for review and Acceptance or Rejection.

ee) **Department of Financial Services (or DFS)** - The Florida Department of Financial Services.

ff) **The Department (or DMS)** - The Florida Department of Management Services.

gg) **Developed Material** - Software and other materials produced by the Contractor or its Subcontractors in the performance of projects associated with the Department's systems and processes, including software program code, in both object code and source code forms, and all related materials, including designs, data models, database models, object models, program listings, flow charts, application manuals, technical

manuals, training manuals, user manuals, and operating procedures. The term "Developed Materials" does not include any pre-existing software, upgrades, or modifications thereto, but does include all modifications, enhancements and interfaces to either pre-existing software or other pre-existing materials that are created in the performance of the projects.

hh) **Error Resolution** - The set of informal and formal procedures established by the PMO and Contractor to resolve issues regarding Electronic Files.

ii) **Extended Workforce** - Any of the Contractor's subcontractors or vendors with access to Personal Data.

jj) **Final Acceptance** - A written notification that an Electronic File or Service Deliverable has been reviewed and has been operating in production with all functionality and without any material deficiency for thirty (30) calendar days of full production.

kk) **FLAIR Data Validation File** - An electronic file, transmitted to the Contractor by DFS, containing all information necessary for the Solution to validate required Accounting Data Elements.

ll) **Florida Accounting and Information Resource (FLAIR)** - The State of Florida's accounting system used by all Agencies.

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

nn) **Information Security Event** - Any situation where there is an actual or strong likelihood of the unauthorized acquisition or unauthorized use or disclosure of Personal Data such that (i) there is a reasonable likelihood of material harm to a Cardholder or (ii) there is a reasonable likelihood of identity theft or fraud against an individual as determined by the Contractor, using financial services industry best practices assessment criteria.

oo) **Information Warehouse** - A central repository of data which is created by integrating transaction data from FLAIR and the Contractor, maintained by DFS.

pp) **Interim Acceptance** – Acceptance, subject to Operational Acceptance and Final Acceptance, of an Electronic File or Service Deliverable's design and operational specifications as detailed in an Accepted Deliverable.

qq) **Late Delivery** – As defined in Section 5.1.2 Exhibit C, Special Contract Conditions

rr) **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 the Contractor provides to the Eligible User in connection with the Services or Solution. For purposes of this Contract, "information" described in the definition of Materials shall be limited to material that would enable the Information Processing Systems to be produced, created, or compiled and to data processing software as defined in §119.011(6), Florida Statutes, together with specifications as defined in the Glossary of Key Information Security Terms, National Institute of Standards and Technology (NIST) IR 7298; and computer software documentation as defined in Title 48 CFR Pt. 2.101

ss) **Merchant** - A vendor which accepts a Purchasing Card as payment for Commodities or Contractual Services.

tt) **Merchant Category Code (MCC)** - A payment card industry standard code or classification assigned to a Merchant by a card platform that is used to classify the Merchant by the type of Commodities or Contractual Services it provides.

uu) **Merchant Category Code Group (MCCG)** - An electronic grouping of Merchant Category Codes, created by Eligible Users in the Solution, which may be applied as a restriction or permission to a Card Account.

vv) **Non-Conformance Damage(s)** - The liquidated damages specified for each Deliverable that the Contractor is liable for pursuant to Section 11.3, Exhibit C, Special Contract Conditions.

ww) **Notice of Deficiency** - The State's written statement to the Contractor which formally rejects a Deliverable and identifies items given in Section 5.3.1, Exhibit C, Special Contract Conditions.

xx) **Operational Acceptance –** Acceptance, subject to Final Acceptance, of an Electronic File or Service Deliverable's meeting the design and operational specifications as detailed in an Accepted Deliverable.

yy) **Other Eligible User (OEU)** - An Eligible User that is not an Agency.

zz) **Payment Settlement File** - An electronic file, transmitted to DFS by the Contractor, containing State of Florida accounting information for all participating Agency Transactions processed in the Solution. The Payment Settlement File allows for verification of accounting controls in FLAIR before payment is made to the Contractor.

aaa) **Payment Settlement Error File** - An electronic file, transmitted to the Contractor by DFS, containing Agency Transactions in the Payment Settlement File that were rejected by FLAIR.

bbb) **Performance Measure –** The required minimum acceptable level of service to be performed and the criteria for evaluating the successful completion of each Deliverable.

ccc) **Personal Data** - Means (i) any "non-public personal information" as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. §6801 et seq. and the rules and regulations issued thereunder; (ii) any "personal data" as defined in EU Directive 95/46/EC or any equivalent or similar concept of personal data or personal information under any applicable law; or (iii) any other information that can specifically identify an individual, such as name, address and social security number ("SSN"), together, in each case, with any other information that relates to an individual who has been so identified. It also includes personal data as defined in Florida law, including but not limited to §501.171 and §817.568, Florida Statutes

ddd) **Program** - The State of Florida Purchasing Card Program.

eee) **Project Management Office (PMO)** - A collective entity composed of personnel from DFS and the Department. The PMO is the primary governance body for all changes to the Solution and Services provided under the Contract.

fff) **Purchasing Card (PCard)** - A restricted use, non-revolving credit card that is issued to a Cardholder by the Contractor, is controlled by the Card Account created by the Purchasing Card Administrator in the Solution, and which creates a liability against an

Eligible User's Corporate Account.

ggg) **Purchasing Card Administrator (OEU)** - The designated representative from the Other Eligible User assigned the administration and management of the Other Eligible User's program and the primary point of contact for the Contractor and the Other Eligible User.

hhh) **Purchasing Card Administrator (Agency)** - The designated representative of an Agency who works directly with the Statewide Purchasing Card Administrator and the Contractor on issues that relate to the Agency's program.

iii) **Rejected Deliverable** - A Deliverable determined by the PMO at any time during the Contract to have failed to meet Acceptance Criteria, as modified or augmented by other Accepted Deliverables.

jjj) **Rejection** – A determination by the PMO that a deliverable failed to meet Acceptance Criteria, as modified or augmented by other Accepted Deliverables.

kkk) **Review Cycle** - A period of time, specified in Exhibit E, Schedule of Deliverables, associated with a Deliverable, during which the PMO is examining the Deliverable and determining if it meets the Acceptance Criteria.

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

mmm) **Scanned Images File** - An electronic file containing all images electronically attached or associated to Agency Transactions processed through the Solution.

nnn) **Services** - Any deliverable or work, which may include Commodities or Contractual Services, performed by the Contractor under the Contract.

ooo) **Shared Data** - Any transaction data or information concerning the State or the Department that either is created or generated by Contractor personnel in the performance of the Contractor's obligations under the Contract, including third party service and product contracts.

ppp) **Solicitation – ITN #07-973-120-C**

qqq) **Solution** - The Contractor's internet based and accessible software application, hosted and maintained by the Contractor, and used by Eligible Users to administer their participation in the Program.

rrr) **State** - The State of Florida.

sss) **State Data** - Any data or information concerning the State that is provided to or obtained by the Contractor or Contractor personnel in connection with the negotiation and execution of the Contract or the performance of the Contractor's obligations under the Contract, including any such data and information that either:

i. is created, generated, collected or processed by Contractor personnel in the performance of the Contractor's obligations under the Contract, including data processing input and output, performance measurements, asset information, reports, third party contracts for Product, and the Contractor's charges to the Department, or

ii. resides in or is accessed through the Department's operating environment

or the Contractor's Service delivery infrastructure; as well as any data and information derived from the foregoing.

ttt) **State Term Contract or Term Contract** – This Contract numbered 84121500-15-01

uuu) **Statewide Purchasing Card Administrator** - The designated representative from DFS assigned the administration and management of the Program and the primary point of contact for the Contractor and all Agency Eligible Users.

vvv) **Subcontractor** - A company or individual to which the Contractor delegates performance of any portion of the Services.

www) **Supporting Documentation** - Any documentation, such as: receipts, invoices, Purchase Orders, or other documentation that serves as a written record or account justifying a Transaction.

xxx) **Transaction** - A purchase, reservation, charge, or credit associated with any Eligible User Card Account.

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

zzz) **User** - Any Eligible User employee who has electronic access to the Solution.

aaaa) **User Documentation** - Any written information the Contractor provides the Eligible User, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service.

bbbb) **Workforce** - The Contractor's employees with access to Personal Data.

State of Florida
PUR 1000
General Contract Conditions

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the

greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that 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 Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34.Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.
State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

Exhibit C: Special Contract Conditions
State Term Contract

No. 84121500-15
Purchasing Card Services

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1 General Contractor Performance

The Department hereby engages the Contractor to provide the Services, Solution, and Program for Eligible Users of this Contract, and the Contractor undertakes to provide the Services, Solution, and Program in their entirety pursuant to the terms and conditions of this Contract with the participation of Eligible Users, as specified in this Contract.

2 Federal and Florida Contractual Requirements

2.1 Discrimination

In the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, and physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each Subcontractor. Any breach of this covenant may be regarded as a material breach of this Contract.

2.2 Preferred Pricing

The Contractor agrees to submit to the Department as requested, but at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b), Exhibit B, General Contract Conditions, Form PUR 1000.

The Contractor clarifies that the pricing under this Contract is offered to the Department due to its requirements, and further, as a result of the unique requirements sought by the Department the Contractor does not have nor anticipate any other contract that is substantially similar to this Contract in size and scope.

2.3 Scrutinized Company List

In executing this Contract, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes.

Pursuant to section 287.135(5), Florida Statutes, the Contractor agrees the Department may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

2.4 E-Verify

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract Term. Also, the Contractor shall include in related subcontracts a requirement that Subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment of all new employees hired by the Subcontractor during the Contract Term.

2.5 Compliance with Laws

The Contractor as well as its employees, Subcontractors, and agents shall comply with all applicable federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses and registration requirements. Violation of such laws shall be grounds for termination of the Contract.

2.5.1 Compliance with law. In addition to compliance with laws under Section 2.5, the Contractor will provide the Services in a manner which is materially compliant with all laws to which the Contractor may be subject (including, but not limited to, all AML/Sanctions Laws). The Contractor represents and warrants that the Contractor's performance of its obligations will not materially violate any law applicable to the Contractor or facilitate illegal Transactions in the United States.

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

2.6 Conflict of Interest

The Contractor must have no conflict of interest as described in Chapter 112, Florida Statutes. Further, the Contractor must disclose the name of any State of Florida employee who also, directly or indirectly, has an interest of five percent (5%) or more in the Contractor's firm or any of its subsidiaries. This shall be an ongoing requirement, and failure to comply will subject the Contract to cancellation or reimbursement of all dollars paid under the Contract.

3 Project Management Office (PMO)

The State shall form a joint Program governance organization known as the "Project Management Office", or "PMO". The PMO shall serve as the primary governance body for managing the Services, Solution, and Program Deliverables required under this Contract.

3.1 PMO Assigned Staff

The State may assign staff to and remove staff from the PMO as needed. On such occasions, the entity making the reassignments shall inform the Contractor, in writing, of any staff being assigned to or removed from the PMO.

3.1.1 The Department

The staff assigned to the PMO for the Department shall include the Contract Manager, and may include additional staff as necessary.

3.1.2 DFS

The staff assigned to the PMO for DFS shall include the Statewide Purchasing Card Administrator, and may include additional staff as necessary.

3.2 Contractor Roles and Responsibilities

The Contractor, though not a member of the PMO, shall work with the PMO to ensure comprehensive governance of the Contract. Regarding the PMO:

3.2.1 The Contractor shall have overall responsibility for managing and successfully performing and completing the Services and providing the Solution to Eligible Users as specified in this Contract, subject to the overall direction and supervision of the PMO.

3.2.2 The Contractor shall provide early notice to the PMO if the State's failure to perform its responsibilities is likely to delay the timely achievement of any tasks or delay Delivery of any Deliverable. Material delays shall be addressed according to section 24, Exhibit B, General Contract Conditions, Form PUR1000.

3.2.3 The Contractor shall have overall responsibility to coordinate the Delivery of Deliverables with the PMO.

4 Contractor Personnel and Third Parties

4.1 Contractor Personnel

During the term of the Contract, the Contractor shall not knowingly employ, subcontract with, or sub-grant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined by section 112.312 (15), Florida Statutes), who is employed by the Department, DFS, or who is participating in the performance or procurement of the Contract, except as provided in section 112.3185, Florida Statutes.

The Contractor shall take all actions necessary to ensure that the Contractor's employees, Subcontractors, providers and other agents are not employees of the State.

Such actions include, but are not limited to, ensuring that the Contractor's employees, Subcontractors, providers, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.1.1 All persons assigned by the Contractor to the performance of Services under this Contract shall be fully qualified to perform the work assigned to them, and shall be either:

4.1.1.1 Employees of the Contractor;

4.1.1.2 Employees of its majority-owned (directly or indirectly, at any tier) subsidiaries; or

4.1.1.3 Employees of an approved Subcontractor.

4.1.2 Independent contractors engaged by the Contractor solely to augment and fulfill a staff role with the Contractor are considered to be employees of the Contractor.

4.1.3 The Contractor shall include a similar provision in any subcontract entered into with a Subcontractor that is made specifically for this Contract.

4.1.4 The Contractor's employees, Subcontractors, and any other personnel furnished by the Contractor to perform the Services must adhere to all terms of this Contract and in particular, the confidentiality and security requirements in Section 7.

4.1.5 The Contractor is responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by the Contractor to perform the Services.

4.2 Key Personnel

Exhibit D, Statement of Work, provides the roles of Key Personnel. Key Personnel are to be dedicated to the Contract for its duration except as required by the Contractor, and subsequently provided in the list of Key Personnel as described in Exhibit D, Statement of Work, or in a Contract Amendment with respect to other individuals designated as Key Personnel for that Contract Amendment.

4.2.1 Review

The PMO will have the right to review the assignment of Key Personnel and alternate Key Personnel. Acceptance Criteria for the Key Personnel are given in Exhibit E, Schedule of Deliverables.

When assigning an individual to be Key Personnel, or alternate Key Personnel, the Contractor shall:

4.2.1.1 Notify PMO of the proposed assignment;

4.2.1.2 Provide assurance that new individuals have been trained in the State of Florida's policies and procedures;

4.2.1.3 Introduce the individual to the PMO; and

4.2.1.4 Provide the PMO with any other requested information about the individual.

4.2.2 Alternates

Exhibit D, Statement of Work, provides the roles of Key Personnel. Each Key Personnel shall have an individual designated as 'alternate' who possesses equivalent qualifications and who will serve in the same role as the Key Personnel, should the Key Personnel be unavailable.

4.2.3 Authorized Removal or Reassignment

The Contractor shall inform the PMO of any removal or reassignment of Key Personnel as soon as the Contractor is able to do so.

4.2.4 Replacement

In the event of removal or reassignment of Key Personnel the Contractor shall identify a replacement for the Key Personnel and assign the replacement to shadow the Key Personnel as the Contractor is able to do so.

4.2.5 Staffing Levels and Location

The Contractor shall provide all staff and facilities required to provide the Services and Solution.

If the level of personnel resources specified in the Contractor's State Agency Implementation Plan is insufficient to complete any Contractor tasks in accordance with the State Agency Implementation Plan's due dates, the Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks in an amount sufficient to complete performance of the Contractor's tasks by the due date.

Notwithstanding the turnover of personnel, the Contractor shall remain obligated to perform the Services without degradation.

4.3 Cooperation with Third Parties

The Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's properly

authorized governmental entity or business third parties, including but not limited to technology staff under contract to the State, and properly authorized individuals directly or indirectly accessing State Data. The Contractor is to provide, as reasonably requested by the State, to the State's agents and other contractors, reasonable access to the Contractor's personnel, systems, and facilities with prior written notice to the Contractor, to which request the Contractor will not unreasonably delay. The State acknowledges that the Contractor's time schedule for the implementation is very specific and agrees it will not unnecessarily or unreasonably interfere with, delay, or otherwise impede the Contractor's performance under this Contract with such requests for access.

4.4 Subcontracting by the Contractor

The Contractor shall have full responsibility for the successful performance and completion of all subcontracted duties under this Contract to the same extent as if the Contractor has not subcontracted such duties. The Contractor shall be the sole point of contact for Subcontractors with regard to all matters under this Contract.

The Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department has given written consent to such delegation. The Department shall have the right of written approval of all Subcontractors.

The management of any Subcontractor will be the responsibility of the Contractor. All payments to Subcontractors or suppliers of the Contractor shall be made by the Contractor. The Department's written approval of any Subcontractor engaged by the Contractor to perform any obligation under this Contract shall not relieve the Contractor of any obligations or performance required under this Contract.

5 Deliverables

The Contractor shall provide all Deliverables identified in Exhibit E, Schedule of Deliverables, as specified in this Contract.

Any Deliverable added to the Contract shall be added to Exhibit D, Statement of Work, and to Exhibit E, Schedule of Deliverables, and, if applicable, be incorporated into the appropriate Deliverable(s), as needed.

5.1 Deliverable Schedule Elements

The tables provided in Exhibit E, Schedule of Deliverables, contain details about each Deliverable, specifically, the Date of Delivery, the Review Cycle, the Deliverable Type, the Non-Conformance Damages, the Correction Period, the Requirements and the Acceptance Criteria.

5.1.1 Date(s) of Delivery

The Contractor shall create, provide, and submit for Delivery the Deliverables, as defined in Exhibit E, Schedule of Deliverables, by the Date(s) of Delivery defined therein. The Deliverable is due to be received by the PMO before 5:00 PM Eastern Time on the last Business Day specified in the Date of Delivery.

When calculating the specific Business Day of a Date of Delivery of a Deliverable, the first Business Day included in the calculation will be the Business Day following the specified initiating event for that Deliverable.

For example: If a Deliverable specifies "Within twenty days of Contract execution", the first of those Business Days is the Business Day following Contract execution.

5.1.2 Late Delivery

A Deliverable which is submitted for Delivery after the close of business (5:00 PM Eastern Time) on the Business Day specified as the Date of Delivery for that Deliverable, following any applicable Correction Period will be considered a late, non-conforming Deliverable.

5.1.3 Review Cycle

The PMO's inspection, and Acceptance or Rejection, of the Contractor's Deliverables shall require no longer than the number of Business Days from Date of Delivery specified as the Review Cycle for each Deliverable provided in Exhibit E, Schedule of Deliverables.

5.1.4 Deliverable Type(s)

The Deliverables that shall be provided by the Contractor under this Contract are classified as one of four types:

- 5.1.4.1 Documentation
- 5.1.4.2 Electronic File
- 5.1.4.3 Key Personnel
- 5.1.4.4 Service

Each Deliverable is given a type in Exhibit E, Schedule of Deliverables.

5.1.5 Non-Conformance Damages

For Deliverables rejected under Section 5.3, the Contractor shall be liable for the Non-Conformance Damages specified in Exhibit E, Schedule of Deliverables, for that Deliverable. Excluding from the cap the cost to the Contractor of duties for which the Contractor is directly responsible, such as, Corrective Action Plans and data security nonconformance, the Contractor's total for Non-Conformance Damages for all Deliverables shall not exceed an aggregate cap of $35,000 per year, which will begin on the execution date of the Contract, and continue annually thereafter.

5.1.6 Correction Period

For Deliverables rejected under Section 5.3, the Contractor shall have the time specified as the Correction Period in Exhibit E, Schedule of Deliverables, for that Deliverable, to correct the errors identified in the Notice of Deficiency and resubmit the Rejected Deliverable for Delivery.

5.1.7 Requirements

The Contractor shall create, provide, or deliver the Deliverables defined in Exhibit E, Schedule of Deliverables, in accordance with the Requirements defined therein.

5.1.8 Acceptance Criteria

The PMO shall inspect each Deliverable submitted for Delivery by the Contractor to ensure that it conforms in all material aspects to the Acceptance Criteria. Subject to Section 5.2, Acceptance Criteria, for a given Deliverable contained in Exhibit E, Schedule of Deliverables, may be modified or augmented by an Accepted Deliverable. In the case where the Acceptance Criteria for a Deliverable are altered by an Accepted Deliverable, the PMO will consider both sets of criteria before granting Acceptance.

5.2 Acceptance of Deliverables

If, upon review, the PMO finds a Deliverable to meet both the Acceptance Criteria and any specifications detailed in a previous Accepted Deliverable (such as a Plan), if appropriate, the Department will provide to the Contractor a written notification that a Deliverable has been reviewed and is judged by the PMO to meet the Acceptance Criteria, as modified or augmented by other Deliverables ("Acceptance").

Deliverable Acceptance will be determined by the PMO, providing, in the PMO's sole assessment, that the Deliverable meets the Acceptance Criteria, as modified or augmented by Accepted Deliverable(s).

Notwithstanding any provisions to the contrary, written Acceptance of a particular Deliverable does not foreclose the States' remedies in the event those performance standards that cannot be readily measured at the time of Delivery are not met.

5.2.1 Documentation Deliverables

If, during the Review Cycle, and after reviewing the Documentation against the Acceptance Criteria, the PMO finds the Documentation acceptable, the Department shall provide written notice of Acceptance of the Documentation to the Contractor by the end of the Review Cycle.

5.2.2 Electronic File Deliverables

5.2.2.1 If, during the Review Cycle, and after reviewing the Documentation against the Acceptance Criteria, the PMO finds the Documentation acceptable, the PMO shall grant Interim Acceptance of an Electronic File's design as part of a Documentation Deliverable by the end of the Review Cycle. Deliverables given Interim Acceptance status shall not preclude the PMO from later identifying deficiencies and declining to provide Operational Acceptance.

5.2.2.2 Upon receipt of Interim Acceptance of an Electronic File Deliverable (and Acceptance of its parent Documentation Deliverable), the Contractor shall create the mechanisms to create, transmit, or process the Electronic File Deliverables according to the description provided in the Accepted Documentation Deliverable.

5.2.2.3 Upon Delivery of each Electronic File Deliverable, DFS will process the Electronic File to determine whether the Deliverable meets the Acceptance Criteria.

5.2.2.4 Upon completion of its review, DFS, through the PMO, will give the Contractor the PMO's Operational Acceptance or Rejection of the Electronic File Deliverable by the end of the Review Cycle. Deliverables given Operational Acceptance status shall not preclude the PMO from later identifying deficiencies and declining to provide Final Acceptance.

5.2.2.5 The PMO will determine Final Acceptance of each Electronic File Deliverable when it has been operating in production with all functionality and without any material deficiency for thirty (30) days of full production, and the Department shall provide written notice of the Final Acceptance to the Contractor.

Notwithstanding items described in 5.2.2, Final Acceptance of a particular Electronic File Deliverable does not foreclose the States' remedies in the event that the Electronic File Deliverable becomes inoperable or fails to continuously meet its Acceptance Criteria. Each Electronic File Deliverable's transfer or processing by the Contractor shall be required for maintaining Final Acceptance.

5.2.3 Key Personnel Deliverables

If, during the Review Cycle, and after reviewing the candidate Key Personnel against the Acceptance Criteria, the PMO finds the candidate Key Personnel acceptable, the PMO shall determine Acceptance of the Key Personnel to the Contractor by the end of the Review Cycle, and the Department shall provide written notice of the Acceptance to the Contractor.

5.2.4 Service Deliverables

5.2.4.1 If, during the Review Cycle, and after reviewing the appropriate Documentation against the Acceptance Criteria, the PMO finds the appropriate Documentation acceptable, the PMO shall grant Interim Acceptance of a Service's specifications as part of a Documentation Deliverable by the end of the Review Cycle. Deliverables given Interim Acceptance status shall not preclude the PMO from later identifying deficiencies and declining to provide Operational Acceptance.

5.2.4.2 Upon receipt of Interim Acceptance of a Service Deliverable (and Acceptance of its parent Documentation Deliverable), the Contractor shall create the mechanisms to provide the Service Deliverable according to the description provided in the Accepted Documentation Deliverable.

5.2.4.3 Upon initial Delivery of each Service Deliverable, the PMO will assess the Service to determine whether the Deliverable meets the Acceptance Criteria.

5.2.4.4 Upon completion of its review, the PMO will give the Contractor the PMO's Operational Acceptance or Rejection of the Service Deliverable by the end of the Review Cycle. Deliverables given Operational Acceptance status shall not preclude the PMO from later identifying deficiencies and declining to provide Final Acceptance.

5.2.4.5 The PMO will determine Final Acceptance of each Service Deliverable when it has been operating in production with all functionality and without any material deficiency for thirty (30) days of full production, and the Department shall provide written notice of the Acceptance to the Contractor.

Notwithstanding Section 5.2.4 above, Final Acceptance of a particular Service Deliverable does not foreclose the State's remedies in the event that the Service Deliverable becomes inoperable or fails to continuously meet its Acceptance Criteria. Each Service Deliverable's operation and provision by the Contractor shall be required for maintaining Final Acceptance.

5.3 Rejection of Deliverables

If, upon review, the PMO finds that a Deliverable fails to meet both the Acceptance Criteria and any modification or augmentation detailed in a previous Accepted Deliverable (such as a Plan), if appropriate, the Department will provide to the Contractor a written notification that a Deliverable has been reviewed and is judged by the PMO to fail the Acceptance Criteria, as modified or augmented by other Deliverables ("Rejection").

5.3.1 Notice of Deficiency

Following a review with the Contractor and discussion of any concerns, and any applicable Correction Period, if, at any time during the Contract, the PMO finds that a Deliverable

submitted for Delivery fails to meet the Acceptance Criteria, the Department may transmit a Notice of Deficiency to the Contractor stating its rejection of the Deliverable. The Notice of Deficiency shall identify how the Deliverable fails to meet the Acceptance Criteria, as modified or augmented by other Accepted Deliverables and shall provide a timeline for correction.

5.3.2 Documentation Deliverables

If the PMO finds that a Documentation Deliverable submitted for Delivery fails to meet the Acceptance Criteria, the Department shall provide the Contractor a Notice of Deficiency.

5.3.3 Electronic File Deliverables

5.3.3.1 Before Interim Acceptance

5.3.3.1.1 If the PMO finds that a Documentation Deliverable containing specifications for an Electronic File submitted for Delivery fails to meet the Acceptance Criteria, the Department may provide the Contractor a Notice of Deficiency.

5.3.3.2 After Interim Acceptance, but before Operational Acceptance

5.3.3.2.1 If the PMO finds that an Electronic File submitted for Delivery fails to meet the Acceptance Criteria, the Department may provide the Contractor a Notice of Deficiency.

5.3.3.3 After Operational Acceptance, but before Final Acceptance

5.3.3.3.1 If the PMO finds that an Electronic File transmitted to DFS or processed by the Contractor fails to meet the Acceptance Criteria, the Department may provide the Contractor a Notice of Deficiency.

5.3.3.4 After Final Acceptance

5.3.3.4.1 If DFS finds that an Electronic File transmitted to DFS or processed by the Contractor fails to meet the Acceptance Criteria, the Statewide Purchasing Card Administrator shall notify the Contractor, in writing, of its rejection of the Electronic File.

5.3.3.5 Upon notice from the Statewide Purchasing Card Administrator, the Contractor shall begin Error Resolution.

5.3.3.5.1 If, after the completion of Error Resolution, the Electronic File still fails to meet the Acceptance Criteria, the Department may transmit a Notice of Deficiency to the Contractor.

5.3.3.5.2 If DFS finds that an Electronic File has not been transmitted to DFS or processed by the Contractor, the Department shall notify the Contractor, in writing, of the Contractor's failure to submit the Electronic File.

5.3.3.6 Upon notice from the Department, the Contractor shall begin Error Resolution.

5.3.3.7 If, after the completion of Error Resolution, the Electronic File still fails to meet the Acceptance Criteria, the Department may transmit a Notice of Deficiency to the Contractor.

5.3.4 Key Personnel

This section supplements and does not supplant section 32, Exhibit B, General Contract Conditions, Form PUR 1000.

If, at any time during the Contract, the PMO finds that candidate Key Personnel, Key Personnel, or alternate Key Personnel submitted for Delivery fail to meet the Acceptance Criteria, the Department shall provide the Contractor a Notice of Deficiency.

5.3.5 Service

If, at any time during the Contract, notwithstanding its Acceptance, either Interim, Operational, or Final, a Service Deliverable is found to be incomplete, inadequate, or unacceptable, due, in whole or in part, to the Contractor's lack of satisfactory performance under the terms of this Contract, the Department may reject an Accepted Service Deliverable and deliver to the Contractor a Notice of Deficiency.

5.4 Correction of Deliverables

5.4.1 Acknowledgement

The Contractor shall acknowledge, in writing, the receipt of a Notice of Deficiency by close of business on the Business Day following the Business Day of receipt.

5.4.2 Remedy of Deficiency

Notwithstanding the confirmation required above, upon receipt of a Notice of Deficiency, the Contractor shall continue any and all efforts necessary to remedy the identified deficiencies and, at the Contractor's expense, bring the Deliverable into compliance with the Acceptance Criteria, as augmented by other Accepted Deliverables, during the Correction Period defined in the Notice of Deficiency.

5.4.3 Resubmission of Rejected Deliverable

Upon correction, and before the expiration of the Correction Period, the Contractor shall re-submit the Deliverable for Delivery. If the Contractor has not re-submitted a Rejected Deliverable before the close of business (5:00 PM Eastern Time) on the final Business Day of the Correction Period defined in the Notice of Deficiency provided to the Contractor with the Rejection, the Department shall assess liquidated damages against the Contractor in amounts listed as the Non-Conformance Damages for that Deliverable, with notice to the Contractor.

5.4.4 Repeated Rejection of Deliverable

If, after two (2) opportunities (the original and a repeat effort in the Correction Periods), the Contractor is unable to correct all deficiencies in a Rejected Deliverable identified in the Notice

of Deficiency, or; for each subsequent Delivery of the Rejected Deliverable (the third, and subsequent, attempts), if the Rejected Deliverable is again Rejected; the Department shall assess liquidated damages against the Contractor in amounts listed as the Non-Conformance Damages for that Deliverable, up to the maximum aggregate annual cap for Deliverables.

5.5 Corrective Action Plan

The Contractor shall, upon acceptance by the PMO of a previously nonconforming Deliverable where a Notice of Deficiency has been issued, prepare at the Contractor's expense and submit a Corrective Action Plan to the PMO. This plan shall describe steps to be taken by the Contractor to ensure satisfactory performance of the Rejected Deliverable. This plan shall include:

5.5.1 Factors identified by the Contractor as having led to the nonconformance of the Deliverable;

5.5.2 List of specific steps taken by the Contractor to mitigate those factors;

5.5.3 List of specific staff responsible for completing the step; and

5.5.4 Date of completion for the described steps.

Review and correction periods specified in Exhibit E, Schedule of Deliverables, for the specific Deliverable will apply to the delivery and acceptance of this Corrective Action Plan.

Failure by the Contractor to complete activities in Section 5.5 will result in rejection of the Corrective Action Plan.

6 Contract Records

6.1 Inspection of Records of Work Performed

The State's authorized representatives shall at all reasonable times have the right to enter the Contractor's premises, or any other places, where the Services and Solution are being provided and shall have access, upon request, to interim drafts of Deliverables or work-in-progress. Upon reasonable notice and during business hours, the State's representatives (including the Auditor General, DFS, or any governmental representative seeking to inspect the Services and Solution) shall be allowed to inspect, monitor, or otherwise evaluate records of the work being performed under this Contract. The Contractor must provide all reasonable facilities and assistance to such representatives. The Contractor is not obligated to present for inspection or audit any Eligible User's corporate account data or Transaction-specific data to the extent it is retained in the Information Warehouse.

6.2 Retention of Records

The Contractor shall retain records, documents, and files of any type or form that refer or relate to the Contract for five (5) years after expiration or termination of the Contract. The Contractor may meet the State's record retention requirements by transferring its Contract-related records to the Department after expiration of the Contractor's record retention period, and by destroying duplicate records that are exempt or confidential in accordance with the requirements of section 119.0701, Florida Statutes. This provision also applies to the books, records, documents, and papers of any parent, affiliated, or subsidiary organization of the Contractor, or any Subcontractor of the Contractor performing Services in connection with this Contract.

6.3 Examination and Retention of Records for Audit Purposes

This provision supplements the record inspection and retention portions of section 18, Exhibit B, General Contract Conditions, Form PUR 1000.

The Contractor agrees the State shall have access to and the right to examine and copy the Contractor's books, records, documents, and papers pertinent to the Contractor's compliance with, and actual performance of, this Contract and to conduct an audit, examination, excerpt, or transcription, including of its duly authorized representatives.

The Contractor shall make available to the State, upon request, financial, accounting and any other specified records pertaining to the Services and Solution to be provided under this Contract any time during the Audit Period. If an audit, litigation, or other action involving the Contractor's records pertaining to the Services and Solution to be provided under this Contract is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

At the expiration of the Contract and after all federal and State record retention requirements have been met, the Contractor shall destroy and render unrecoverable all remaining

Department, DFS or OEU information and certify in writing to the Department, DFS or OEU that these actions have been taken.

7 Confidentiality

7.1 Confidential Information

The State and the Contractor each acknowledge that the other possesses and will continue to possess Confidential Information that has been developed or received by it. Except to the extent that such records contain trade secret information or are confidential or exempt from the Public Records Act, all records are subject to disclosure under Chapter 119, Florida Statutes.

The Contractor is responsible for becoming familiar with the Florida Public Records Act with regard to records associated with the Contract. If a public records request is made to the Contractor, the Contractor will: immediately notify the Department of such request; process the request; provide the Department progress status reports; and provide a copy of its intended redacted version in case there is a public records request. For noncompliance by the Contractor with section 119.0701, Florida Statutes, or the above requirements regarding response to public records requests (collectively Public Records Tasks), the Department may enforce these provisions. The Contractor is responsible for training its employees regarding the Florida Public Records Act and the above notice and process requirements. The Department will consider the Contractor's Contract Manager to be the Contractor's public records contact person.

7.2 Protection of Trade Secrets and other Confidential Information

If the Contractor submits a document containing information which is confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must mark the document as "Unredacted" or "Confidential", and place such information in an encrypted electronic form or a sealed separate envelope. Digital copies will have highlighted in yellow the specific unredacted confidential content that is REDACTED from the redacted version of the Confidential Information. The Contractor shall clearly identify specific sections of the document that are confidential and identify the reason for each designation. If the State receives a public records request related to the document, the Contractor shall be notified of the request. Also, if the Contractor considers any portion of the documents, data or records submitted in reply to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Contractor must also simultaneously provide the State with a separate redacted copy of its document. Any responses to Department requests for or questions about security of a proposed technology system to be used by the Department, or information subject to sections 119.011(14), 119.071(1) (f) and (3), Florida Statutes, must be: (1) REDACTED in the redacted version and (2) must be maintained in confidence.

The State and the Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own Confidential Information of like character, but in no event less than reasonable care. The Contractor will protect, by password

and encryption software compatible with the State's, all electronic documents and web-based information that is confidential and exempt from Florida's Public Records Act. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access thereto in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where:

7.2.1 Use of a Subcontractor is authorized under this Contract,

7.2.2 Such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and

7.2.3 The Contractor obligates the Subcontractor in a written Contract to the same security and confidentiality requirements as the Contractor to protect the State's Confidential Information in confidence. At the State's request, any employee of the Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of the employee's obligation to protect such Confidential Information from unauthorized use or disclosure.

The Contractor shall not be required to keep Confidential Information that:

7.2.4 is publicly available through no fault of the Contractor,

7.2.5 the Contractor developed independently without relying on the State's Confidential Information, or

7.2.6 is otherwise obtainable under State law as a public record.

7.3 Data Security and Confidentiality

The Contractor will use at least the same degree of care as required by the Payment Card Industry (PCI), not inconsistent with standards and practices codified as ISO 27001 and 27002, to prevent disclosing to third parties the Confidential Information of State of Florida Eligible Users as it employs to avoid unauthorized disclosure, publication or dissemination of its own Confidential Information of like character, but in no event less than reasonable care.

7.3.1 The Contractor shall maintain and secure adequate back-up files of all system and software documentation utilized to process data submissions. The Contractor shall develop data security procedures to ensure only authorized access to data submissions and databases by personnel for contracted activities. The Contractor shall develop data security procedures to ensure no unauthorized access to data submissions and databases by other individuals other than authorized by the Contract or designated representatives of the State. All data security procedures at a minimum must be in accordance with PCI standards including at rest and secure transmission encryption.

7.3.2 The Contractor will only divulge to a third party, including any regulatory agency or Subcontractor, any Confidential Information obtained by the Contractor or its agents, distributors, resellers, Subcontractors, officers, or employees as it deems necessary in the

course of performing Contract work. The Contractor will make the State Data available only to individuals and entities who are assigned by the Contractor to perform the Services and only to the extent necessary for those individuals and entities to perform the specific responsibilities assigned to them in connection with the Contractor's provision of the Services. All employees, Subcontractors, or agents performing work under the Contract must comply with applicable provisions in Sections 7 and 8 of these Special Contract Conditions and specifically the section below titled "Payment Card Industry/Data Security Standard Certifications and Requirements". The Contractor must maintain policies and procedures on who has access to secure data, how access is controlled, and the daily operation and management of systems consistent with PCard data management and security standards.

7.3.3 Payment Card Industry / Data Security Standard ("DSS") Certifications and Requirements

7.3.3.1 The Contractor shall maintain PCI DSS accreditation and provide Attestation of Compliance (AOC) or proof thereof on a yearly basis and within sixty days of issuance.

7.3.3.2 The Contractor will provide options to protect cardholder information in accordance with PCI standards as follows:

7.3.3.2.1 Truncation: the ability to eliminate all digits of a credit card number except the last 4 digits or the first 2 / last 4 digits;

7.3.3.2.2 Encryption: the ability to transform credit card information, by applying mathematically proven cryptographic methods, into unreadable data unless explicitly allowed; and

7.3.3.3 The Contractor shall offer the processes listed above or a functional equivalent that provides for storing card information that protects cardholder information in order to diminish the Eligible User's PCI compliance obligations.

7.3.4 Authorization of business third parties to Access State Data

The Department hereby authorizes the Contractor to provide access to business third parties, and individuals directly or indirectly accessing the State Data on behalf of business third parties, to the State Data and the Contractor represents that such access shall be in accord with the following: (i) each business third party shall respond affirmatively to nondisclosure requirements protecting the State's Confidential Information as set forth in an Nondisclosure Acknowledgment; (ii) all business third parties accessing the State Data shall be licensed as Named Users; (iii) business third parties are expressly limited to screen access to the State Data; (iv) in no circumstances may business third parties have access to modify State Data; (v) in no circumstances shall business third parties Use the State Data in their operations or management of the business of such business third parties; and (vi) such use shall not constitute an unauthorized exportation of any Confidential Information under U.S. Government laws and regulations.

7.3.5 Breach of Confidential Data

The Contractor shall notify the Department in writing (electronically) within two Business Days of becoming aware of any breach of Confidential State Data, unauthorized transmission of State Data, or any allegation or suspected violation of security procedures of the State. Except as required by law or legal process and after notice to the State, if legally permissible to provide; or as retained by the Contractor for performance of the Contract; the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor or its employees, Subcontractors or agents in the course of performing the services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State.

7.3.6 Loss of Data

In the event of loss of any State Data or record where such loss is due to the negligence of the Contractor or any of its Subcontractors or agents, the Contractor shall notify the State and be responsible for recreating such lost data in the manner and on the schedule set by DFS at the Contractor's expense, in addition to any other damages the State may be entitled to by law or the Contract. Further, failure to maintain security that results in certain data release will subject the Contractor to sanctions for failure to comply with section 501.171, Florida Statutes, together with any costs of DFS for such breach of security.

7.3.7 Data Protection

No State Data or information will be transmitted to, stored in, processed in, or shipped to offshore or out of the United States of America regardless of method, except as required by law and as provided below. The Contractor shall encrypt all data transmissions in accordance with PCI Standards. Access to view State Data shall only be available to approved and authorized Contractor and State staff, including remote personnel, that have a legitimate business need. If that need changes, then access shall be removed promptly. Remote data access must be provided via a secure and trusted method such as SSL, TLS, SSH, VPN, IPSec, SFTP or a comparable protocol approved by the State. Legitimate business needs approved by the Department and DFS for remote personnel access are limited to: (a) testing with use of only fictitious test data and (b) Contract documents and Eligible User Agreements for completeness reviews.

The Contractor shall be responsible for associated expenses and for damages of any nature to the extent caused by the Contractor or its Subcontractors, or otherwise covered by the Contractor's insurance, including damages of any nature arising out of an Information Security Event, including, without limitation: (i) damages to the individual Cardholders (i.e. identity theft), (ii) informing all affected individuals if applicable laws require notification to such individuals, (iii) reissuance of credit cards to all affected individuals, and (iv) credit monitoring services for one year for all affected individual. In response to an Information Security Event, the Contractor shall further provide all notices required by, and otherwise comply with, section 501.171, Florida Statutes.

7.4 Exclusions

Notwithstanding the foregoing, the provisions of this section will not apply to any particular information which the State or the Contractor can demonstrate:

7.4.1 was, at the time of disclosure, in the public domain;

7.4.2 after disclosure is published or otherwise becomes part of the public domain through no fault of the receiving party;

7.4.3 was in the possession of the receiving party at the time of disclosure without an obligation of confidentiality;

7.4.4 was received after disclosure from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or

7.4.5 was independently developed by the receiving party without reference to Confidential Information of the furnishing party.

Further, the provisions of this section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party:

7.4.6 promptly provides the furnishing party with notice of the legal request, and

7.4.7 assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

7.5 No Implied Rights

Nothing contained in this section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

7.6 Remedies Related to Trade Secrets or Other Confidential Information

7.6.1 Neither the Department nor DFS will provide access to any Confidential Information of the Contractor, including but not limited to information identified by the Contractor as confidential pursuant to section 812.081, Florida Statues, to any other party without first providing notice to the Contractor.

7.6.2 The Contractor shall notify the Department and DFS in writing within a reasonable timeframe, not to exceed ten Business Days, of receipt of such notice from the Department or DFS, whether it intends to defend the confidentiality of such public records.

7.6.3 The Contractor shall file an action to prevent disclosure within a reasonable timeframe, not to exceed ten Business Days. If not filed within such time, the Contractor is deemed to have released the State from liability for disclosure of the applicable public records.

7.6.4 No remedy for damages against the State arises from disclosure in the event the Contractor chooses to not defend the confidentiality. In the event the Contractor chooses to defend against release of such documents, data or information, and they do not succeed in such defense, the Contractor agrees to indemnify the State against any costs resulting from such order for release of such documents, data or information.

7.7 Survival

The parties' respective obligations under this section shall survive the termination or expiration of this Contract.

8 Proprietary Rights and Software

8.1 Rights in Data

The State will be and remain the owner of all data made available by the State to the Contractor or its agents, Subcontractors, or representatives pursuant to this Contract. The Contractor will not use the State Data for any purpose other than providing the Services and Solution, nor will any part of the State Data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor, nor will any employee of the Contractor other than those on a strictly need to know basis have access to the State Data. The Contractor will not possess or assert any lien or other right against the State Data. Without limiting the generality of Section 7, the Contractor shall only use personally identifiable information as strictly necessary to provide the Services or Solution and shall disclose such information only to its employees who have a strict need to know such information. The Contractor shall materially comply at all times with all laws and regulations applicable to such personally identifiable information.

8.2 Ownership of Florida Accounting Information Resource (FLAIR)

The State will own all Transaction data and cardholder data transmitted by the Contractor. The State owns its FLAIR design, including but not limited to file layouts, processing, documentation, and all components.

Only the Solution and Solution data that is the proprietary product of the Contractor shall be owned by the Contractor.

Title to all property furnished by the State under this Contract shall remain in the State, and the Contractor shall surrender to the State all property of the State prior to settlement upon completion, termination, or cancellation, less an archival copy as required by law.

8.3 Other Proprietary Rights

The State will be entitled to all intellectual property rights in such works which are developed specifically for the State, other than modifications to (or derivative works of) the Contractor's existing materials, know-how, systems, or other work products funded by the Contractor itself.

8.3.1 Intellectual Property Rights: Unless otherwise agreed in writing,

8.3.1.1 Intellectual property rights to pre-existing Contractor property will remain with the Contractor (or its applicable licensor). The Contractor will, at its cost, obtain all necessary rights to ensure that the Department, DFS and participating Eligible Users ("Licensees") receive beneficial use of said property throughout the Term. In turn, the Licensees agree to abide by all applicable third party licensing restrictions (including use restrictions) relative to such property that are disclosed to and accepted by the Department or DFS in writing,

8.3.1.2 Intellectual Property Rights: Any development work or Developed Material on the Contractor's systems will be retained and owned by the Contractor and any development work or Developed Material on a State system such as FLAIR will be retained and owned by the State or the agency that owns such systems.

8.3.2 The Contractor hereby grants the Licensees a non-exclusive, revocable, non-transferable license to use the software and the User Documentation subject to the terms of this Contract. Each license is granted solely for use in object code form only in connection with one or more Services. Licensees may use the software only in accordance with the applicable User Documentation subject to the Special Contract Conditions. Any technical documentation provided as part of an Implementation Plan shall be subject to the approval of the Department with acceptance of an Implementation Plan, and shall be subject to the requirements identified in the Contract and Exhibit D, Statement of Work.

8.3.2.1 No clauses in the Contractor's documentation shall have the effect of modifying the rights and duties of the parties as stated in the Contract and Exhibit D, Statement of Work.

8.3.2.2 The Contractor shall not add out of scope duties or other responsibilities by asserting documentation adds such duties if not described in Exhibit D, Statement of Work, or explicitly required by applicable law, and no Contractor documentation that is referenced but not attached to the Contract will apply unless agreed to in the final Contract or a final Implementation Plan.

8.3.2.3 There are no deemed warranties nor agreements based on use nor based on any click-wraps or other terms accompanying, incorporated by, or affixed to a product or service; nor may Contract provisions be unilaterally modified. There is no deemed acceptance of Deliverables. Definitions in the Contract shall supersede conflicting definitions in all other documents.

8.3.2.4 The Contractor is obligated to provide Licensees only with those updates, upgrades or new releases of software which the Contractor makes available to the Contractor's other customers who license the same software.

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

8.3.2.6 Software problems. The Eligible User will inform the Contractor of all errors, difficulties or other problems with the software of which the Eligible User becomes aware. The Contractor will make all reasonable efforts to promptly fix or promptly provide workarounds for any material errors reported to the Contractor. The Contractor may request the Eligible User's reasonable cooperation in resolving any such errors, difficulties or other problems by providing the Contractor an overview of input, output and all other data it may

reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

8.4 Continuity of Services and Solution relating to FLAIR Data Integration and Transition

8.4.1 The Contractor shall ensure continuity of the Services and Solution to be provided under this Contract from the date of Contract execution through implementation of the FLAIR Data Integration Plan, as described in section 11, Exhibit D, Statement of Work.

8.4.2 The Contractor shall ensure continuity of the Services and Solution to be provided under this Contract through completion of the transition from FLAIR to the State's successor accounting and cash management system, as described in section 11, Exhibit D, Statement of Work.

8.4.3 Delivery of and compensation for the FLAIR Data Validation and Payment Settlement Error Files shall be as stated in Section 11.8, Exhibit D, Statement of Work.

8.4.4 Title to the State's successor accounting and cash management system shall reside with the State.

8.5 State Property

All Deliverables (excluding pre-existing software provided by the Contractor) shall become and remain the Department's property upon receipt and acceptance. As between the parties, data provided to the Contractor by the Licensees (State Data as defined in Exhibit A, Definitions) will be and remain the property of the respective Licensee regardless of whether the Contractor or the Licensee is in possession or control of the State Data. The State Data and Shared Data will be made available to the Department or DFS, upon its request, in the form and format reasonably requested by the Department. The Contractor and its representatives will not sell, assign, lease, or otherwise dispose of any the State Data to third parties or commercially exploit the State Data other than for the benefit of the Department, DFS and participating Eligible Users as authorized by the Contract or national card network rules, nor will any employee of the Contractor other than those on a strictly need to know basis have access to the State's data.

9 Insurance Requirements

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. During the Contract term, the Contractor will either provide commercial insurance of such a type and with such limits as may be reasonably associated with the Contract at its sole expense; or will provide that same coverage through a program of self-insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, or a program of self-insurance, including products and completed operations, for the entire length of the Contract. This insurance will provide coverage for all claims that may arise from the operations completed under this Contract. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Contract.

The insurers selected by the Contractor shall have an A.M. Best rating of A- Class VII, or as otherwise approved in writing by the Department, or better or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency, and shall be qualified and doing business in Florida. The State of Florida is exempt from and in no way liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

The Contractor will provide to the Department a Certificate of Insurance annually and on request. In the event of self-insurance, a letter of self-insurance will be provided to the Department annually and on request. The letter of self-insurance shall specify the types, limits, and effective dates of coverage.

For this Contract, the minimum limits of coverage whether provided by commercial insurance or a program of self-insurance maintained by the Contractor shall be:

Liability Insurance
Minimum Limits, which may be met through any combination of primary and excess liability policies:
$5,000,000 Each Occurrence
$5,000,000 Aggregate

Errors and Omissions Insurance
Minimum Limits:
$2,000,000 Each Occurrence
$2,000,000 Aggregate

Worker's Compensation: When required by Florida law, the Contractor shall obtain and maintain, during the life of this Contract, minimal employer's liability Worker's Compensation Insurance. For all of its employees working in connection with this Contract, the amount of coverage shall be:

Minimum Employer's Liability Limits:
$100,000 each accident

$500,000 policy limit
$100,000 each employee

Fidelity Employee Insurance and Computer Crime Insurance: providing coverage for loss arising from fraudulent and dishonest acts of employees and agents performing services under the Contract, as well as loss, from a variety of other crimes including theft and fraud.

Primary limit:
$15,000,000

Umbrella Liability Insurance
Minimum amount:
$15,000,000 per occurrence

9.1 Other Insurance Requirements

The Contractor will be responsible for all deductibles and retentions with regard to the above-described insurance. Each such policy will include provisions generally considered standard, which comply with the above requirements. Notwithstanding the termination of this Contract, any claims-made policy will allow for reporting of claims until the applicable limitation of actions period has expired.

The obligation to maintain insurance will not act as a limitation on any other liability or obligation which the Contractor would otherwise have under the Contract.

9.2 Subcontractors

Except where the State has approved in writing a Contractor's subcontract with other insurance provisions, the Contractor shall require all of its Subcontractors hereunder to purchase and maintain the insurance coverage described in Section 9 in connection with the performance of work by such Subcontractors.

9.3 Certificates of Insurance and Other Requirements

9.3.1 Within thirty (30) days after the date of execution of this Contract, the Contractor shall furnish the State with certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required above (the "Certificates"). The Contract number must be shown on each Certificate. The Certificates shall provide that the State shall be given at least thirty (30) days' prior written notice (bearing the Contract number) of termination, non-renewal, or reduction in limit or in scope of coverage of such policies.

9.3.2 Within thirty (30) days following the execution of this Contract, and every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are additional insured under each applicable policy. The Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto. The minimum limits of coverage specified above are not intended, and shall not be construed to

limit any liability or indemnity of the Contractor under this Contract to any indemnified party or other persons. The Contractor is responsible for all deductibles with regard to such insurance.

9.3.3 The Contractor shall have the right to assume in whole or in part, through a program of self-insurance, any and all risks otherwise required by the Contract to be insured against.

9.3.4 The ultimate parent corporation for the Contractor and its affiliates makes all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K, all of which are filed with the Securities and Exchange Commission.

Those Reports include disclosures of material litigation, investigations and other matters as required by federal law and are publicly available ("Proceeding"). In the event that any such Proceeding disclosed by the Contractor, or of which the Department or an Eligible User otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about the ability of the Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or whether the Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such proceeding, which conduct would constitute a breach of this Contract or a violation of Florida law, regulations or public policy, then the Contractor shall be required to provide the Department all reasonable assurances requested by the Department to demonstrate that the Contractor or its Subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions.

10 Indemnity

10.1 Patent/Copyright Infringement Indemnity

This section modifies and supersedes paragraphs 2 and 3, section 19, Exhibit B, General Contract Conditions, Form PUR 1000.

10.1.1 The Contractor shall fully indemnify, defend, and hold harmless the State from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark copyright, patent, trade secret, or intellectual property right.

10.1.2 If and to the extent the Contractor's system or software becomes the subject of an infringement suit brought by a third party, or in the Contractor's sole opinion is reasonably anticipated to become the subject of such a suit, then the Contractor may, at its sole discretion, election and expense procure for the State the right to continue using the Contractor's system or software or to modify it to become non-infringing. If, in the Contractor's sole opinion, it is not reasonably able to modify or otherwise secure the Services, then the Contractor shall substitute for the State a non-infringing system or software. The State shall not be liable for any payment of any royalties to a third party with respect to the Contractor's substitute system or software.

10.1.3 The foregoing obligation(s) shall not apply to any misuse of the Contractor's system or software by the State.

10.1.4 The Contractor's obligations under the preceding paragraph(s) and Section 10.2 with respect to any legal action are contingent upon the State giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (3) assistance in defending the action at the Contractor's sole expense.

10.1.5 THE PROVISIONS OF THIS SECTION ARE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF THE CONTRACTOR, AND ARE THE STATE'S SOLE REMEDY WITH RESPECT TO THE INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. THIS SECTION DOES NOT OVERRIDE ANY OTHER WARRANTIES OR INDEMNIFICATION CONTAINED IN THE CONTRACT.

10.2 Other Indemnities

This section supplements paragraph 1, section 19, Exhibit B, General Contract Conditions, Form PUR 1000.

10.2.1 The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and upon the request of the Contract Manager shall, at the Contractor's expense, furnish to the State all reasonable assistance and cooperation.

10.2.2 The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts for any claim against the State or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2.3 Except as otherwise required in these Special Contract Conditions, the Contractor shall be fully liable for the actions of its agents, employees, partners, or Subcontractors and shall fully indemnify, defend, and hold harmless the State and Eligible Users, and their officers, agents, and employees, from suits, actions, actual damages, and costs of every name and description arising from or relating to:

10.2.3.1 Any claim that, if true, would arise from or be attributable to fraud, theft, or embezzlement by the Contractor (or any entity or person for which the Contractor is responsible);

10.2.3.2 Any claim that, if true, would arise from or be attributable to an intentional tort, willful misconduct (including intentional breach of contract), unlawful conduct, or gross negligence of the Contractor (or any entity or person for which the Contractor is responsible); or

10.2.3.3 Any and all costs, claims, demands, actual damages, losses, and liabilities arising from or in any way related to the Contractor's breach of data security or the negligent acts or omissions of the Contractor related to data protection.

Provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or an Eligible User.

10.2.4 Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.

10.3 Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

10.3.1 After receipt by the State of notice of the action or proceeding involving a claim for which it will seek indemnification, the State shall notify the Contractor of such claim in writing and take or assist the Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against the Contractor. Failure to so notify the Contractor shall not relieve the Contractor of its indemnification obligations. Within ten days following receipt of written notice from the State relating to any claim, the Contractor shall notify the State in writing whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and prior to the Department's and DFS's receiving the Contractor's Notice of Election, the State shall be entitled to defend against the claim at the Contractor's expense, and the Contractor will be responsible

for any reasonable costs incurred by the State in defending against the claim during such period.

10.3.2 If the Contractor delivers a Notice of Election relating to any claim:

10.3.2.1 The State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense;

10.3.2.2 The Contractor shall periodically advise the State about the status and progress of the defense and, for any claim that would impact the State's rebate, shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim, which approval shall not be unreasonably withheld; and

10.3.2.3 To the extent that any principles of Florida governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Florida governmental or public law. Any litigation activity on behalf of the State, or any of its subdivisions pursuant to this section, must be coordinated with the State.

10.3.3 If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

10.4 Sovereign Immunity

The State will not, and does not, indemnify the Contractor. Any provision, implication or suggestion to the contrary is null and void. Nothing herein shall be construed as waiving the sovereign immunity of the State.

11 Financial Consequences for Nonperformance and Force Majeure

11.1 Liquidated Damages

The parties acknowledge that time is of the essence with regard to each and every obligation of the Contractor contained in the Contract. The parties further acknowledge that late or insufficient delivery of the Services, Solution, or Program by the Contractor will interfere with the timely and proper operations of the State's Purchasing Card Program to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any such delay, defect, or harm caused by the situation described.

The Contractor and the State agree that in the case of any of the situations outlined in this section, the Contractor shall pay the State liquidated damages as specified in this section or Exhibit E, Schedule of Deliverables, as indicated, up to the maximum aggregate annual cap for Deliverables with financial consequences as detailed in Special Contract Conditions, Section 5.1.5. Any payments due to the State for liquidated damages will be invoiced and paid with the next scheduled rebate payment.

The amounts specified in this section are not intended to be a penalty and the amount(s) listed are fair and reasonable to compensate the State for the Contractor's delays or non-performance. These specified liquidated damages do not prevent the State seeking contract damages for breaches for which liquidated damages are not specified in this Contract. For amounts due the State as liquidated damages, the State may bill the Contractor.

Notwithstanding the assessments listed in this section, the Contractor shall continue any and all efforts necessary to remedy the deficiencies identified in a Notice of Deficiency and, at the Contractor's expense, bring the Deliverable into compliance with the Acceptance Criteria, as augmented by other Accepted Deliverable.

11.2 Corrective Action

Corrective action is a financial consequence requiring tasks by the Contractor to remediate a deficient Deliverable. The burden and the cost of developing a Corrective Action Plan and implementing a corrective action is the responsibility of the Contractor who must obtain PMO approval before implementing.

11.3 Force Majeure Events

All provisions of section 24, Exhibit B, General Contract Conditions, Form PUR 1000 apply, except to the extent they conflict with this section.

Neither party will be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by fire, flood, earthquake, elements of nature, or acts of God; riots, civil disorders, rebellions or revolutions in the United States; injunctions (provided the injunction was not issued as a result of any fault or negligence nor avoidable by reasonable precaution of the party seeking to have its default or delay excused); or

any other cause beyond the reasonable control of such party ("Force Majeure Events"); provided the non-performing party and its Subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay, provided that in the event the Contractor is delayed in its performance by reason of such cause, no such extension shall be made unless notice thereof is presented by the Contractor to the State in writing within 24 hours after the start of the occurrence of such delay, giving the reason of such delay. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance of its obligations during such period of delay and will promptly notify the State of its abatement or cessation.

11.4 Limitation and Liability

The limitation of liability provisions of paragraph 1, section 20, Exhibit B, General Contract Conditions, Form PUR 1000 apply to the Contract, with the following clarifications: notwithstanding any provisions to the contrary, the Contractor shall reimburse any actual costs to the State for a loss due to fraud committed by the employees or Subcontractors of the Contractor.

12 Termination

The State may terminate this Contract without further liability or penalty to the State, its divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

12.1 Termination for Cause

In the event that the Contractor breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the Department or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the Department may, according to Rule 60A-1.006, Florida Administrative Code, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

12.2 Events of Default for the Contractor:

Provided such failure is not the fault of the Department or outside the reasonable control of the Contractor, the following events, acts, or omissions, shall include but are not limited to, breach of material duties and events of default:

12.2.1 Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;

12.2.2 Failure to complete and maintain, within the timeframes specified between the Department and the Contractor, the implementation, ongoing performance, maintenance, and provision of Services;

12.2.3 Failure to timely deliver a Deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;

12.2.4 Failure to abide by any statutory, regulatory, or licensing requirement;

12.2.5 One or more of the following circumstances, uncorrected for more than thirty (30) days unless within the specified thirty (30) day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Contract:

12.2.5.1 Entry of an order for relief under Title 11 of the United States Code;

12.2.5.2 The making by the Contractor of a general assignment for the benefit of creditors;

12.2.5.3 The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property; or

12.2.5.4 An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

12.2.6 Entry of an order revoking the certificate of authority granted to the Contractor by the State of Florida or other licensing authority;

12.2.7 The Contractor makes or has made an intentional material misrepresentation or engages in intentional torts, willful misconduct (including intentional breach of contract), unlawful conduct or gross negligence in relation to the contract, or fails to maintain the required insurance; or

12.2.8 The Contractor is sold offshore, meaning the transfer or sale of more than 49.9% of its equity shareholder interests or sale of substantially all of its assets, to a corporation or other entity owned by more than 49.9% of its equity shareholder interests outside the United States ("Offshore").

12.3 Termination for Other Than Cause

12.3.1 Either party may, terminate the Contract at any time by giving twelve (12) months written notice to the other party.

12.3.2 Notwithstanding anything to the contrary, in the event that the Contractor becomes subject to new federal, State of Florida or card network rules or regulations that significantly reduce revenue, the rebate payment structure may be subject to renegotiation. A request for renegotiation shall be made in writing, citing the new rules or regulations and the related impact sufficient to allow the State to make an informed decision. The State will review and respond to the request for renegotiation within fifteen Business Days of receipt of said notice.

12.3.3 Both parties agree to negotiate in good faith and within a forty-five (45) Business Day timeframe following the State's response. In the event that both parties are unable to come to a mutually agreeable provision, the Contractor will have the right to reduce rebate payments on all future transaction volume as of the effective date of the rule or regulation and commensurate with the changes impacting the Contractor until 1) an agreement is reached between the parties or 2) either party provides its notice of termination. Any interim rebate reduction realized by the Contractor from the applicable change shall not exceed the revenue reduction to the Contractor.

12.4 State Funding Obligation

State Agencies' performance and obligation to settle purchasing card charges incurred under this Contract is contingent upon an annual appropriation by the Legislature, and subject to the provisions of the Proviso requirements of Legislative appropriations. The Contractor acknowledges and agrees that all funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this Contract.

12.5 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense incident in the application for, or performance of, a State of Florida, public or private contract or subcontract; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Florida employees; convicted under Florida or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of State reflects upon the Contractor's business integrity.

12.6 Rights and Obligations upon Termination

If this Contract is terminated by the State for any reason, the Contractor shall:

12.6.1 stop all work as specified in the notice of termination,

12.6.2 take any action that may be necessary, or that the State may direct, for preservation and completion of Deliverables identified in the Transition Plan or other property derived or resulting from this Contract that may be in the Contractor's possession,

12.6.3 return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State, less an archival copy as required by law, and

12.6.4 transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials resulting from the Contract (which shall be provided to the State on an "As-Is" basis).

In the event the State terminates this Contract for its own convenience, all completed or partially completed Deliverables prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract specifically retained for this Contract or critical to the uninterrupted function of the Program and may further pursue completion of the Services and Solution under this Contract by replacement Contract or otherwise as the State may in its sole judgment deem expedient.

12.7 Reservation of Rights

Any termination of this Contract or any Deliverable under Exhibit D, Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

12.8 Remedies for Contractor Default

The State is entitled to one or all of the following remedies in the event of Contractor default:

12.8.1 Equitable relief;

12.8.2 Damages for non-performance or breach of contract as described in Section 12.2 above; or

12.8.3 Termination of contract upon notice of intent to terminate in whole or in part with respect with participating agencies individually affected by an event of default.

12.9 Remedies for State Failure to Perform

The Contractor may not terminate for non-performance but upon notice to the Department's and DFS's obligations of the Contractor may be excused to the extent the State's failure to perform prevents Contractor performance and the Contractor uses commercially reasonable efforts to perform notwithstanding such failure.

12.10 Contractor Rights of Termination

In its role as Contract Manager, the PMO's material delay or failure to perform will not constitute grounds for termination. However, the Contractor may obtain a schedule delay in accordance with the force majeure provisions of Exhibit B, General Contract Conditions, Form PUR 1000.

Eligible User contract termination rights of the Contractor are described in Exhibit F, Eligible User Agreement.

13 Financial

13.1 Assumption of Cost and Limitation of Fees

The Contractor shall incur all costs associated with the Services, Solution, and Program detailed in the Contract. Except as otherwise agreed, in writing, by the parties, neither the Department nor DFS assume liability for any costs incurred by the Contractor in providing the Services, Solution, and Program detailed in the Contract.

The Contractor shall not assess any fees or charges for the Services, Solution and Program detailed in the Contract to the Department, DFS or the Eligible Users except as provided for in Section 13.3.

13.2 Limitation of Liability

The Contractor is obligated to address any cost-related issue with the State. The total liability of the State under this Contract is limited by the terms and conditions of this Contract.

13.3 Settlement of Charges

The settlement for all individual Merchant charges is solely the responsibility of the Eligible User that incurred the charge. The State will be responsible for payment and settlement of all posted Transactions that have not been disputed, reported as fraudulent or reported as employee misuse.

13.3.1 Agency

DFS performs the administrative role of processing the settlement of Merchant charges (Transactions) using FLAIR for Agency Eligible Users. Agency Eligible Users shall inspect, approve, or dispute individual Transactions using the Solution prior to the Transactions being delivered from the Contractor to DFS via the Payment Settlement File. Upon DFS's inspection and acceptance of each Payment Settlement File, any payments, disputes, or interest for individual Merchant charges are processed in accordance with section 215.422, Florida Statutes.

13.3.2 OEU

OEUs shall inspect, approve, or dispute individual Transactions using the Solution prior to the Transactions being delivered from the Contractor to the OEU. Upon the OEU's inspection and acceptance of each Transaction, any payments, disputes, or interest for individual Merchant charges are processed in accordance with the laws and rules governing each OEU.

13.3.3 Review of Statements

On Eligible User's receipt of a Billing Statement or at the end of the monthly billing cycle in which the charge occurred, the Eligible User must review it and notify the Contractor by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by the parties of any Transaction appearing on that statement or that billing cycle which the Eligible User considers may have resulted from any Unauthorized Use. The Eligible User must give this notice as soon as reasonable but in any

event not later than sixty days after the Eligible User receives the Billing Statement or after the end of the monthly billing cycle in which the charge occurred.

13.3.4 Transactions outside normal processing hours

If the Contractor receives any payment from the Eligible User or a Cardholder in respect of any statement or billing cycle amount outside the Contractor's normal processing hours to which that payment relates, that payment shall be deemed to have been received by the Contractor on the next Business Day.

13.3.5 Credit Balances not permitted on a Card Account

The Eligible User is not permitted to have a credit balance on any Card Account. If any such credit balance arises (for example, by a refund), then the Contractor may retain the credit balance in or towards prepayment of any amount the Eligible User owes the Contractor in the future under the Contract, or if the amount of the credit balance is material the Contractor may, at the Contractor's option, pay it to the Eligible User using any method mutually agreed upon between the Eligible User and the Contractor. The Eligible User also may request that the Contractor refund such credit balances to the Eligible User.

13.4 Disputed Transactions

13.4.1 Agency

The Contractor shall not hold the State responsible for payments against an individual transaction while that transaction resides in an unresolved 'disputed' status. If an Agency's authorized Cardholder is determined, by means of the Disputed Transaction Procedures method, to be responsible for the disputed charges, the Agency shall pay for the goods and services received.

13.4.1.1 The Contractor shall assist the Agency in retrieving copies of any individual transaction receipts or disputed transaction receipts. The Contractor will provide the copy of the receipt, as obtained.

13.4.1.2 The Contractor shall have internal controls in place to identify Unauthorized Use Transactions made by any Agency Card Account and have the ability to, and shall, as directed by the Purchasing Card Administrator, provide responses with corrective actions to the Purchasing Card upon identification of such activity.

13.4.2 OEU

The Contractor shall not hold an OEU responsible for payments against an individual transaction while that transaction resides in an unresolved 'disputed' status. If an OEU's authorized Cardholder is determined, by means of the Disputed Transaction Procedures, to be to be responsible for the disputed charges, the OEU shall pay for goods and services received.

13.5 Account Delinquency

13.5.1 Agency

The Contractor shall be responsible for notifying the Statewide Purchasing Card Administrator, in a mutually agreed upon method, when the Contractor believes that an Agency's payment is in arrears. The Contractor shall provide DFS with the information necessary to perform a review of the Agency's Corporate Account.

13.5.2 OEU

The Contractor shall be responsible for notifying an OEU's Purchasing Card Administrator, in writing, when the Contractor believes that an OEU's payment is in arrears. The Contractor shall provide the OEU with the information necessary to perform a review of the Corporate Account.

14 Representations and Warranties

14.1 Contractor's Representations and Warranties

The Contractor represents and warrants to the State as follows:

14.1.1 All components of the applications will be compatible and will properly transmit in proper format.

14.1.2 The Services will be fit for the business purposes described in the Contract and Exhibit D, Statement of Work.

14.1.3 The Contractor will perform all of the Services in accordance with generally accepted professional standards in the industry. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Services in a manner commensurate with the requirements of this Contract.

14.1.4 The Contractor has all of the rights necessary, or ensures that its partner software contractors or other third parties involved in the creation of Deliverables have the ownership rights or licensed use, as applicable, of any and all software or interests that are critical to delivery of the Services. The Contractor will monitor and confirm that there are no gaps in the maintenance of the Contractor's system(s) sufficient to provide the Services.

14.1.5 The Contractor will perform the Services as specified in Section 2.5, Compliance with Laws. The Contractor will be responsible for obtaining and maintaining at its expense any business licenses or permits required in the operation of its business and performance of the Services.

14.1.6 The Contractor represents and warrants that the signatory below has the power and authority necessary to enter into this Contract on behalf of the Contractor and the Contractor has the power and authority to perform fully and completely its obligations under this Contract.

14.1.7 Electronic Accessibility. Section 508 of the Rehabilitation Act Amendments, 29 USC Sec. 794, compliance information on the supplies and services in this Contract are available on a website indicated by the Contractor or final Contract. The Electronic and Information Technology standard can be found at: http://www.section508.gov/.

14.2 State Warranty and Covenant

The State represents and warrants to the Contractor as follows:

14.2.1 In the event the Contractor is required to use or modify any State-licensed third party software in the course of performing the Services, the State warrants and covenants that it will acquire or has acquired the necessary approvals and license rights for the Contractor to perform such Services.

14.2.2 Information provided by the State online as to the State's financial condition is generally accurate and sufficiently complete to give the Contractor accurate knowledge of the State's financial condition.

14.3 Disclaimer

THE FOREGOING EXPRESS WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15 Exit Transition Services

If at any time the Contract is canceled, terminated, or has expired, or a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent contractor. The Contractor agrees to provide, for up to six (6) months after termination or until the subsequent provider is fully operational, whichever occurs first, all reasonable termination assistance requested by the Department to facilitate the orderly transfer of such services to the Department or its designees. At a minimum, the Contractor agrees to provide to the Department data definitions, table structure, State Data and Shared Data under its control, allowing the Department a smooth transition to in-house or substituting for vendor implementation of similar functionality to that provided by the Contractor. Such termination assistance shall be at no additional charge to the Department if the termination is due to the Contractor default and, if associated with technology services, shall not exceed the Contractor's current maintenance rates for such services. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance.

16 Survival

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding exit transition processing and settlement of card transactions, confidentiality, proprietary interests, data security obligations, data access, indemnification, limitations of liability, insurance and endorsements and references shall survive termination, cancellation or expiration of this Contract.

17 Dispute Resolution and Governing Law

This section modifies and supersedes section 31 Exhibit B, General Contract Conditions, Form PUR 1000.

17.1 Representatives of the Contractor and the Department shall meet as often as the parties reasonably deem necessary to gather and furnish information regarding the issue in dispute which the parties regard as appropriate to resolve the dispute;

17.2 The party representatives shall discuss the matter and negotiate in good faith to resolve the matter;

17.3 In the event that an agreed upon resolution is not reached through negotiation, the Department's Contract Manager shall make a determination about the matter, reduce the decision to writing, and send a copy to the Contractor's representative;

17.4 In the event the Contractor is dissatisfied with the Department's decision, the Contractor may initiate a formal alternative dispute resolution mechanism; however, no mandatory mediation or arbitration is authorized, and any provision to the contrary does not apply to this Contract;

17.5 Failing success of both the informal and formal dispute resolution processes identified above, jurisdiction for any dispute arising under the terms of the Contract will be in the courts of the State of Florida, and venue will be in the Second Judicial Circuit, in and for Leon County. In any such action, Florida law shall apply;

17.6 Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract; and

17.7 Card disputes will be resolved by other dispute resolution processes more particularly identified in Exhibit D, Statement of Work.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

Exhibit D: Statement of Work
State Term Contract
No. 84121500-15-01
Purchasing Card Services

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1 Statement of Work Overview

This Statement of Work (SOW) gives an overview and provides the details of the Services and Solution to be provided by the Contractor to Eligible Users to support the Program under this Contract. Currently, there are more than 20,000 Cardholders across 35 Agencies and over 200 Other Eligible Users (OEUs) in the Program.

1.1 Services

The Department requires that the Contractor provide Services to support Eligible User's usage of Card Accounts and the Solution that administers them. The Department considers the Services named below to be the fundamental elements of which the Program is composed, and, as such, considers the Contractor's provision of the Services to be of paramount importance to the success of the Program.

1.1.1 The Contractor shall provide Eligible Users with non-revolving credit Card Accounts (Purchasing Cards) issued to Cardholders designated by Eligible Users.

1.1.2 The Purchasing Cards provided by the Contractor shall be the MasterCard or Visa card brand.

1.1.3 The Contractor shall provide sufficient Services to support all aspects of administering these Card Accounts, in accordance with this SOW.

1.1.4 The Contractor shall provide the following Services to all Eligible Users that choose to participate in the Program. In addition to the Solution, outlined in Section 1.2, the Services required by this SOW include:

1.1.4.1 Project Management (Section 2)

1.1.4.2 Agency Program Implementation (Section 3)

1.1.4.3 Agency Program Operation (Section 4)

1.1.4.4 Agency Program Transition (Section 5)

1.1.4.5 Customer Support (Section 6)

1.1.4.6 User Training (Section 7)

1.1.4.7 Program Plans (Section 8)

1.1.4.8 Contract Reporting (Section 9)

1.1.4.9 Card Production & Issuance (Section 10)

1.1.4.10 FLAIR Data Integration (Section 11)

1.1.4.11 Agency Enrollment (Section 12)

1.1.4.12 OEU Program Implementation (Section 13)

1.1.4.13 OEU Program Operation (Section 14)

1.1.4.14 OEU Program Transition (Section 15)

1.1.4.15 Program Performance Measures (Section 16)

1.2 Solution

The Department requires the Contractor to provide a Solution that allows Eligible Users' Purchasing Card Administrator(s) to manage and routinely make changes to Card Accounts, Transaction Approval & Transaction Approval Workflow, Program structure, and perform Program Reporting in real time. Further specific details about the requirements for the Solution are located in Section 17 of this SOW.

1.2.1 The Contractor shall provide the Solution, described in Section 17 of this SOW, to Eligible Users that choose to participate in the Program. In addition to the Services, outlined in Section 1.1, the Solution must have the following functionality:

1.2.1.1 Card Account Administration (Section 18)

1.2.1.2 Transaction Approval & Transaction Approval Workflow (Section 19)

1.2.1.3 Program Reporting (Section 20)

1.3 Program and Contract Phases

The Department requires that the Contract have three distinct phases throughout its life cycle: Implementation, Operation, and Transition.

Additionally, the Department requires that each Eligible User's participation in the Program should have the same three phases. The Services required during each phase, for both the Contract as a whole and each Eligible User individually, are broadly detailed below, and more specifically defined throughout the entire SOW.

1.3.1 Implementation Phase

During the Implementation Phase for an Eligible User, the Contractor shall provide the Services and Solution appropriate to the Eligible User as detailed in this SOW for as long as is necessary for Eligible User to implement and begin using the Services and operating the Solution.

Each Eligible User, in accordance with their own governance, is the sole determinant of when they have completed the Implementation Phase.

1.3.2 Operation Phase

Once the Implementation Phase is completed for each Eligible User and the elements of the Services and Solution required by that Eligible User have been implemented and accepted, that Eligible User will be in the Operation Phase.

During the Operation Phase, the Contractor shall provide the Services and Solution required by this SOW, and as requested by the Eligible User, for the term of the Contract.

1.3.3 Transition Phase

If the Department elects to transition to a new vendor, or if an Eligible User elects to leave the Program, the Contractor shall assist the Department and Eligible User(s), in accordance with the approved Transition Plan(s), in the Transition out of the Program or of the Contract to the new vendor.

1.3.4 Separate Provisions for Eligible Users

During the phases described in this section, the Contractor shall make separate provisions for the enrollment in the Program of, the deployment of the Solution to, and the use of the Services by, two separate and distinct groups of Eligible Users:

1.3.4.1 Agencies, and

1.3.4.2 Other Eligible Users (OEUs).

1.3.5 All provisions made by the Contractor for Eligible Users, both Agencies and OEUs, while separate and distinct for each group, shall be in compliance with this SOW.

2 Project Management

Proper governance of a Program of the size and scope of the State of Florida Purchasing Card Program requires a single governing body to serve as the primary liaison for all issues regarding the Program. As specified in Exhibit C, Special Contract Conditions, the Department and DFS will form a PMO to manage the implementation and operation of the Services by Eligible Users. The Contractor must work with this organization in order to ensure comprehensive governance of the Contract.

2.1 Key Personnel

The Department requires the Contractor to have a dedicated team (Key Personnel) to work with the PMO during the Contract to develop, document, and, perform the steps necessary to minimize implementation, conversion, and operational difficulties as part of the Services. The Department requires the Contractor's Key Personnel to be knowledgeable in the Program. The Contractor will provide all Key Personnel, and alternates, provided each candidate meets the requirements below.

2.1.1 The Contractor shall delineate staff, by name and title, proposed candidates for Key Personnel.

2.1.2 The Contractor may designate alternates to the Key Personnel, listed below, to assist the State of Florida in the event of the designated Key Personnel being unavailable. The alternate Key Personnel must meet the same qualifications and possess, or have ready access to, the same knowledge and information required of the primary Key Personnel.

2.1.3 The Key Personnel shall have overall responsibility for managing or successfully performing the Services and providing the Solution to Eligible Users as specified in this SOW.

2.1.4 The Key Personnel shall, at a minimum, include:

2.1.4.1 Project Manager

The Project Manager will be responsible for development of the Agency Program Implementation Plan and assisting with all activities during the Implementation Phase of the Contract.

The Project Manager shall be a Project Management Professional (PMP), certified by the Project Management Institute (PMI).

2.1.4.2 Program Manager

The Program Manager will be responsible for coordinating with the PMO for the delivery of all Services during all program phases (Implementation, Operation and Transition) provided under the Contract.

2.1.4.3 Technical Representative

The Technical Representative must be familiar with DFS technical specifications and critical timeframes and shall be available to assist the Statewide Purchasing Card Administrator with handling file problems and solutions during daily operations.

The Technical Representative will assist when file deficiencies are identified, Corrective Action Plans are developed, and when additional assessments are necessary.

2.1.4.4 Customer Service Representative

The Customer Service Representative must be responsible for assisting the Statewide Purchasing Card Administrator with all procedural and operational activities and assisting each Agency Purchasing Card Administrator with all Cardholder issues.

2.2 Key Personnel Roles and Responsibilities

The Department requires that the Key Personnel designated by the Contractor serve as the points of contact for members of the PMO, ensuring that State personnel will not have to coordinate with multiple areas within the Contractor's organization to resolve any issues.

2.2.1 The Key Personnel designated by the Contractor shall serve as the sole points of contact for their respective realms of responsibility in the Program, as described above.

2.2.2 The Contractor shall inform the PMO no later than ten Business Days after removal or reassignment of any Key Personnel or alternates.

2.2.3 The Contractor shall make all Key Personnel, and alternates, if designated, available as indicated in the approved Agency Program Staffing Plan (Section 4.3).

2.2.4 The Contractor shall, upon notification by the PMO, take corrective action regarding any issues with Key Personnel, or alternates, provided to the Program. Corrective action may include removal of problem Key Personnel, or alternates, from the Program, if issues remain unresolved after ninety calendar days of training and coaching as requested by the PMO.

2.2.5 The Key Personnel, and alternates, if designated, are to be available, upon request of the PMO, for the appropriate Program Phase of the Contract as outlined in Table 2-1: Key Personnel Availability by Contract Phase.

Title	Implementation	Operation	Transition
Project Manager	Required	Not required	Not Required
Program Manager	Required	Required	Required
Technical Representative	Required	Required	Required
Customer Service Representative	Required	Required	Required

Table 2-1: Key Personnel Availability by Contract Phase

3 Agency Program Implementation

The Department requires the Contractor to timely implement a purchasing card program with at least 20,000 separate cards issued to individual State employees (Cardholders) spread across at least 35 State of Florida Agencies.

Each Agency will require the establishment of a separate Corporate Account, and uses the same form of payment: Electronic Funds Transfer (EFT) in the form of an Automated Clearing House (ACH) File, which is processed by the Florida Accounting Information Resource (FLAIR), the State of Florida's in-house accounting system owned and managed by the DFS.

3.1 Overview

In order to facilitate a smooth implementation of the Program from the current provider to the Contractor, the Department requires the Contractor to create and execute a comprehensive Agency Program Implementation Plan as part of the Services. The purpose of this plan is to detail all steps and requirements necessary to set up all State of Florida Agencies in the Program created under this Contract.

3.1.1 The Contractor shall provide a detailed and comprehensive Agency Program Implementation Plan in compliance with this SOW.

3.1.2 The Agency Program Implementation Plan shall:

3.1.2.1 Provide a schedule for the implementation of Services and Solution, by Agency

3.1.2.2 Outline the work required to implement and deploy the Services and Solution to all Agencies within the allotted implementation time period.

3.1.2.3 Provide realistic timeframes to complete the work outlined.

3.1.2.4 Provide adequate staff to meet those timeframes.

3.1.2.5 Provide tasks to ensure effective and efficient communication during the implementation and deployment of the Services and Solution to all Agencies.

3.1.3 The Agency Program Implementation Plan shall include the following:

3.1.3.1 FLAIR Data Integration Plan (Section 11)

3.1.3.2 Agency Enrollment Plan (Section 12)

3.1.4 Upon Acceptance by the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the Agency Program Implementation Plan and begin providing the Agency Program Implementation Services.

3.2 Services

3.2.1 The Contractor shall provide the following Services as part of Agency Program Implementation:

3.2.1.1 Project Management (Section 2)

3.2.1.2 FLAIR Data Integration (Section 11)

3.2.1.3 Program Performance Measures (Section 16)

3.2.1.4 Agency Enrollment (Section 12)

4 Agency Program Operation

The Department requires the Contractor to operate, on an ongoing basis, a purchasing card program with at least 20,000 separate cards issued to individual State employees (Cardholders) spread across at least 35 State of Florida Agencies.

4.1 Overview

In order to facilitate smooth operations by Agencies of the Solution and Services offered by the Contractor, the Department requires that the Contractor, as part of the Services, create and execute a comprehensive Agency Program Operation Plan. The Agency Program Operation Plan includes all aspects of the Operation phase of the Program.

4.1.1 The Contractor shall provide a detailed comprehensive Agency Program Operation Plan in compliance with this SOW.

4.1.2 The Agency Program Operation Plan shall:

4.1.2.1 Outline the ongoing work and activities required to operate the Solution and Services after the Agency Implementation Phase is completed.

4.1.2.2 Provide periodic schedules to monitor the work and activities outlined.

4.1.2.3 Provide adequate staffing to ensure uninterrupted operation of the Solution and Services.

4.1.2.4 Provide tasks to ensure effective and efficient communication during the Operation Phase.

4.1.3 The Agency Program Operation Plan shall include the following Plans:

4.1.3.1 Program Disaster Recovery Plan (Section 8.1)

4.1.3.2 Solution Security Report (Section 8.2)

4.1.3.3 Agency Program Staffing Plan (Section 4.3)

4.1.3.4 Agency Customer Support Plan (Section 6.4)

4.1.3.5 Agency User Training Plan (Section 7.3)

4.1.4 Upon Acceptance by the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the Agency Program Operation Plan and begin providing the Program Operation Services.

4.2 Services

4.2.1 The Contractor shall provide the following Services as part of Program Operation:

4.2.1.1 Project Management (Section 2)

4.2.1.2 Program Performance Measures (Section 16)

4.2.1.3 Agency Enrollment (Section 12)

4.2.1.4 Customer Support (Section 6)

4.2.1.5 User Training (Section 7)

4.2.1.6 Contract Reporting (Section 9)

4.2.1.7 Card Production & Issuance (Section 10)

4.3 Agency Program Staffing Plan

The Department requires the Contractor to provide an Agency Program Staffing Plan. The purpose of the Agency Program Staffing Plan is to document the staff necessary to support the Operation phase of the Program by Agencies.

4.3.1 The Contractor shall provide a detailed and comprehensive Agency Program Staffing Plan in compliance with this SOW.

4.3.2 The Agency Program Staffing Plan shall detail the Contractor's staffing levels to support the requirements detailed in the:

4.3.2.1 Program Disaster Recovery Plan (Section 8.1)

4.3.2.2 Agency Customer Support Plan (Section 6.4)

4.3.2.3 Agency User Training Plan (Section 7.3)

4.3.3 Upon Acceptance by the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the Agency Program Staffing Plan.

4.3.4 The Contractor shall, upon notification by the PMO, take corrective action regarding any issues with staff provided to the Program. Corrective action may include removal of problem staff members from the Program, if issues remain unresolved after ninety days of training and coaching as requested by the PMO.

4.3.5 The Contractor shall review and update the Agency Program Staffing Plan annually.

5 Agency Program Transition

The Department requires the Contractor to Transition an Eligible User out of the Program with minimal difficulty should any Eligible User elect to leave the Program or should the Department elect to solicit for and award a Contract for the Services, Solution, and Program to a vendor other than the Contractor in the future.

The Department envisions the Transition Phase of any Agency, or the Contract as a whole, to involve a stepped reduction of Agency Services as each Agency leaves the Program, or the Department implements the Program with a new vendor. The Department requires the Contractor to simultaneously provide both Agency Program Operation and Agency Program Transition Services to ensure continued Operations of Agencies that have not entered the Transition Phase and a successful Transition of Agencies that are leaving the Program or that have begun Implementation with the new vendor.

5.1 Overview

In order to facilitate a smooth transition from the Contractor to a new vendor, the Department requires the Contractor to create, maintain, and execute when needed, a comprehensive Agency Program Transition Plan. The purpose of this plan is to detail all steps and requirements necessary to close-out an Agency's participation in the Program created under this Contract should any Agency elect to leave the Program or the Department elect to solicit for, and award, a Contract for the provision of the Services and Solution with a new vendor.

5.1.1 The Contractor shall provide a detailed comprehensive Agency Program Transition Plan in compliance with this SOW.

5.1.2 The Agency Program Transition Plan shall:

5.1.2.1 Outline the work required to close out and reconcile the Services and Solution within the allotted transition time period.

5.1.2.2 Outline the work required to reconcile and close all Card Accounts and each Agency's Corporate Account.

5.1.2.3 Provide realistic timeframes to complete the work outlined and adequate staff to meet those timeframes.

5.1.2.4 Provide tasks to ensure effective and efficient communication during the transition of services from the Contractor to the new vendor.

5.1.3 Upon Acceptance by the PMO, the Contractor shall review and update the Agency Program Transition Plan annually.

5.1.4 Upon request of the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the Agency Program Transition Plan and begin providing the Program Transition Services.

5.2 Services

The Department requires the Contractor to facilitate the Transition of each Agency away from the Program or to the new vendor, if applicable. The Department will require the Contractor continue to provide Operation Services (Section 4.2) to each Agency until the Contractor is notified by that Agency and DFS that all Card Accounts have been closed and all payments have been transmitted.

5.2.1 The Contractor shall provide the following Services as part of Program Transition:

5.2.1.1 Project Management (Section 2)

5.2.1.2 Program Performance Measures (Section 16)

5.2.1.3 Customer Support (Section 6)

5.2.1.4 Contract Reporting (Section 9)

5.2.1.5 Upon notification from the PMO that an Agency's Program has been transitioned, the Contractor shall close that Agency's Corporate Account in accordance with the approved Agency Transition Plan.

5.3 Final Payments and Data Transfer

The Department requires the Contractor to transmit all outstanding data files to FLAIR and the Information Warehouse as part of the final Transition and closing out of the Program. DFS will continue to receive the files specified in the FLAIR Data Integration until such time as there is no data remaining to transmit or receive from the Contractor.

5.3.1 The Contractor shall continue to provide and receive the transfer of files specified in FLAIR Data Integration until notified by the PMO that there is no data or that there are no more payments to be transmitted.

5.3.2 The Contractor shall transfer to the Information Warehouse all remaining Charge Data or Scanned Images (when available) before the Contract may be closed.

6 Customer Support

The Department requires the Contractor to efficiently support a Purchasing Card Program with over 20,000 Card Accounts spread across at least 35 State of Florida Agency and at least 200 OEUs.

6.1 General Requirements

The Department requires the Contractor to provide Customer Support to all Eligible Users as part of the Services. Customer service representatives provided as Customer Support should be knowledgeable in all aspects of the Program and are responsible for assisting Eligible User Purchasing Card Administrators with: all procedural and operational activities of the Program, difficulty or issues in using the Solution, and all Cardholder issues that cannot be resolved in the Solution.

6.1.1 The Contractor shall provide the following Customer Support to all Eligible Users:

6.1.1.1 A toll-free number and an online method, through the Solution for those users with Solution access, available twenty-four hours a day, seven days a week, for Cardholders and Purchasing Card Administrators to report lost/stolen cards.

6.1.1.2 A toll-free number available twenty-four hours a day, seven days a week, for emergency assistance.

6.2 OEU Requirements

The Department requires the Contractor to provide specific Customer Support to OEUs as detailed below.

6.2.1 The Contractor shall provide the following Customer Support to OEUs:

6.2.1.1 A toll-free number to a customer service representative to assist OEUs Purchasing Card Administrators with issues in using the Solution, available 8:00 A.M.- 6:00 P.M. Eastern Time, excluding weekends and State of Florida designated holidays.

6.2.1.2 A toll-free number to a customer service representative for the OEUs Purchasing Card Administrator's inquiries involving accounts, billing, and Services from 8:00 A.M. to 6:00 P.M. Eastern Time, excluding weekends and State of Florida designated holidays.

6.3 Agency Requirements

The Department requires the Contractor to provide specific Customer Support to Agencies as detailed below.

6.3.1 The Contractor shall provide the following Customer Support to Agency Eligible Users:

6.3.1.1 A toll-free number to the Customer Service Representative for Agency Purchasing Card Administrators available 8:00 A.M.- 6:00 P.M. Eastern Time, excluding weekends and State of Florida designated holidays.

6.3.1.2 A toll-free number to the Customer Service Representative, Program Manager, and Technical Representative for the Statewide Purchasing Card Administrator's inquiries involving accounts, billing, and Services from 8:00 A.M. to 6:00 P.M. Eastern Time, excluding weekends and State of Florida designated holidays.

6.3.1.3 An email address for the Customer Service Representative to be used by Agency Purchasing Card Administrators and the Statewide Purchasing Card Administrator for handling administration, management, technical, and customer service operations specific to Agency participation.

6.3.2 The Contractor shall provide security controls to identify Purchasing Card Administrators when they make Customer Support calls.

6.4 Agency Customer Support Plan

The Department requires the Contractor to provide an Agency Customer Support Plan. The purpose of the Agency Customer Support Plan is to document the policies and procedures for Customer Support that the Contractor offers to Agencies as part of the Program.

6.4.1 The Contractor shall provide a detailed and comprehensive Agency Customer Support Plan in compliance with this SOW.

6.4.2 The Agency Customer Support Plan shall provide details to meet the Customer Support requirements below.

6.4.3 The Agency Customer Support Plan shall provide security controls for verifying the identity of, prior to providing any information about the Program, the:

6.4.3.1 Statewide Purchasing Card Administrator,

6.4.3.2 Agency Purchasing Card Administrators,

6.4.3.3 Users, and

6.4.3.4 Cardholders.

6.4.4 The Agency Customer Support Plan shall provide security controls to prevent unauthorized individuals from:

6.4.4.1 Accessing confidential information,

6.4.4.2 Cancelling existing, ordering new or replacement cards, and

6.4.4.3 Requesting modifications to Card Account Transaction & Charge Controls or Merchant Category Code Restrictions.

6.4.5 Upon Acceptance by the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the Agency Customer Support Plan.

6.4.6 The Contractor shall review and update the Agency Customer Support Plan annually.

7 User Training

The Department requires the Contractor to provide initial and ongoing User Training to the Program, which includes, at present; at least 20,000 Eligible User Card Accounts spread across 35 State of Florida Agency and 200 OEUs.

Each Eligible User has at least one Purchasing Card Administrator, and an undetermined number of potential Users. The Department envisions User Training to include multiple channels of information dissemination, requiring the appropriate mix of classroom, webinar, on-demand online, and written documentation training methods and materials.

The Department requires that the Contractor work with the PMO to provide Training Plans and programs for OEUs and Agencies that allow each Eligible User maximum autonomy in the operation of their Program.

7.1 General Requirements

The Department requires the Contractor to provide User Training Plan(s) as part of the Services. The purpose of the User Training Plan(s) is to document the elements required to train and refresh Eligible Users in the operation of the Solution and use the Services.

The User Training Plan(s) provided by the Contractor must cover all details necessary to familiarize Users of the Solution with all the functionality available to perform their designated Role, and must provide refresh training, update training, and written documentation (ex. user quick-start guides and manuals) for infrequent Users to be walked through seldom-used tasks.

7.1.1 The User Training Plan(s) shall detail all aspects of User Training that the Contractor will provide to Eligible Users who elect to participate in the Program, both present and future, including:

7.1.1.1 Demonstration and pilot, if requested by Eligible User,

7.1.1.2 Instructor guidebooks,

7.1.1.3 Contractor's guidelines (policies and procedures),

7.1.1.4 Training methods and channels, and

7.1.1.5 User Training materials (electronic access).

7.1.2 The User Training Plan shall detail how the Contractor will use the following methods and channels to most effectively train and refresh Users:

7.1.2.1 Classroom training for Program Administrators,

7.1.2.2 Webinar training,

7.1.2.3 On-demand online training, and

7.1.2.4 Written documentation,

7.1.3 The Contractor, in consultation with the PMO, shall provide Role-specific User Training materials for all Users which take full advantage of the methods and channels described above.

7.1.4 The Contractor shall provide Role-specific User Training materials, detailed in the User Training Plan(s), for the following aspects of Solution functionality:

7.1.4.1 User Administration (Section 17.2),

7.1.4.2 Card Account Administration (Section 18),

7.1.4.3 Transaction Approval & Transaction Approval Workflow Management (Section 19),

7.1.4.4 Supporting Documentation Management (Section 19.5), and

7.1.4.5 Program Reporting (Section 20).

7.1.5 Upon Acceptance by the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the User Training Plan(s) and begin providing the User Training to all Eligible Users.

7.1.6 The Contractor shall review, at least quarterly, with the PMO, the User Training Plan(s) and User Training Materials.

7.2 OEU User Training Plan

The Department requires the Contractor to provide an OEU User Training Plan containing elements described in Section 7.1, except for required classroom training. The purpose of the OEU User Training Plan is to document the Contractor's User Training on all aspects of the Program, in all Program Phases.

7.2.1 The Contractor shall provide a detailed and comprehensive OEU User Training Plan in compliance with this SOW.

7.2.2 In cooperation with the PMO and appropriate participating OEU, the Contractor shall implement the OEU User Training Plan.

7.2.3 The Contractor shall review and update the OEU User Training Plan annually.

7.3 Agency User Training Plan

The Department requires the Contractor to provide an Agency User Training Plan containing all the elements described in Section 7.1. The purpose of the Agency User Training Plan is to document the Contractor's User Training on all aspects of the Program, in all Program Phases.

7.3.1 The Contractor shall provide a detailed and comprehensive Agency User Training Plan in compliance with this SOW.

7.3.2 The Agency User Training Plan shall provide details to meet the Agency User Training requirements detailed below.

7.3.3 The Agency User Training Plan shall cover all aspects of Agency User Training, including:

7.3.3.1 Agency User Training methods will include initial training of Program Administrators and Approvers in a classroom setting. Ongoing training will be an appropriate mix of classroom, webinar, on-demand online, and written documentation;

7.3.3.2 Agency User Training Materials (electronic access); and

7.3.3.3 Instructional guidebooks and manuals.

7.3.4 Upon Acceptance by the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the Agency User Training Plan.

7.3.5 The Contractor shall review and update the Agency User Training Plan at least quarterly.

7.4 Agency User Training Materials

The Department requires that the Contractor ensure that the Agency Programs in particular require minimal interference and Customer Support from the Contractor. The Department desires that Agency Users be fully trained and empowered to operate the daily details of administering their respective Programs.

The Department envisions that this full empowerment of Agencies would be accomplished by making available the Contractor's User Training materials and the Agency policies and procedures regarding the State of Florida P-Card Program. These Agency User Training Materials would be presented jointly by the Contractor and DFS' training staff at regularly scheduled training sessions.

7.4.1 The Contractor shall provide Agency User Training Materials for the State of Florida Purchasing Card Program.

7.4.2 The Agency User Training Materials provided by the Contractor shall contain information on the Contractor's aspects of the Program. The Contractor will assist with ideas, share best practices and discuss strategies with the Agency for its specific policy and training.

7.4.3 The Agency User Training Materials shall provide for comprehensive Agency User Training, including:

7.4.3.1 Training in all aspects of Role-specific Solution functionality,

7.4.3.2 Presentation of Contractor's guidelines (policies and procedures), and

7.4.3.3 State of Florida specific guidelines (policies and procedures).

7.4.4 When DFS updates Agency Program Policy and Procedures, the Contractor shall bring the User Training Plan(s) into compliance with the updates within thirty days from being requested by the PMO.

7.4.5 If the Contractor should implement an update to the Services and Solution, the Contractor shall provide Update Training detailing the substance of the change and the effect it will have on User functionality no more than thirty days after the update has been implemented and upon request by the PMO.

8 Program Plans

In addition to specific plans related to the various Program Phases for Agency and OEUs, the Department requires the Contractor to create and maintain certain Program-wide plans that will be administered by the PMO. For plans and reports detailed in Sections 8.1 and 8.2, a non-disclosure agreement may be necessary.

8.1 Program Disaster Recovery Plan

The Department requires the Contractor to provide a Program Disaster Recovery Plan. The purpose of the Program Disaster Recovery Plan is to document the process specific to the State to restore operations after a natural disaster or a disaster resulting from sabotage, negligence, or other major events. The Contractor shall provide the Statement on Standards for Attestation Engagements (SSAE) No. 16 report annually.

8.1.1 The Contractor shall provide a detailed and comprehensive Program Disaster Recovery Plan in compliance with this SOW.

8.1.2 The Program Disaster Recovery Plan shall include elements required for restoring business operations to the State of Florida Purchasing Card Program, including:

8.1.2.1 Roles and responsibilities,

8.1.2.2 Application and Inventory profiles,

8.1.2.3 Backup processes and procedures, and

8.1.2.4 Start-up and Recovery procedures.

8.1.3 The Contractor shall inform the Statewide Purchasing Card Administrator of any scheduled maintenance, described in Section 17, to be performed on the Services or Solution which would result in an interruption of service at least five Business Days in advance of the Services or Solution being unavailable. In the event of an emergency, notification shall be provided as soon as reasonably practicable.

8.1.4 The Contractor shall inform both the PMO and the Statewide Purchasing Card Administrator as soon as reasonable when there is an interruption of service in the Solution.

8.1.5 Upon Acceptance of the Plan by the PMO, and in coordination with DFS and the Department, the Contractor shall implement the Program Disaster Recovery Plan. The Contractor will use the accepted plan when circumstances require.

8.1.6 The Contractor shall review and update the Program Disaster Recovery Plan annually.

8.2 Solution Security Report

The Department requires the Contractor to provide a Solution Security Report for the Solution. The purpose of the Solution Security Report is to document the process for protecting the State of Florida's data from theft, loss, manipulation, exploitation from hackers, or damage from Solution failures.

8.2.1 The Contractor shall provide a detailed and comprehensive Solution Security Report in compliance with this SOW referred to as the Statement on Standards for Attestation Engagements (SSAE) No.16 report upon request.

8.2.2 The Solution Security Report will be shared with the PMO annually.

8.3 Disputed Transaction Procedures

The Department requires the Contractor to provide Disputed Transaction Procedures. The purpose of the Disputed Transaction Procedures is to document the process for resolving any Transactions marked in the Solution by an Eligible User as 'disputed'.

8.3.1 The Contractor shall provide to the Statewide Purchasing Card Administrator forms and instructions for reporting disputed transactions.

8.4 Error Resolution Procedures

The Department requires the Contractor to develop or provide Error Resolution Procedures. The purpose of the Error Resolution Procedures is to document the process for resolving any issues that result in or from the routine transfer of Electronic Files.

8.4.1 The Contractor, in consultation with the PMO, shall develop a comprehensive set of Error Resolution Procedures to deal with errors or failures of Delivery in Electronic Files.

9 Contract Reporting

In order to ensure and verify the quality and consistency of Services provided by the Contractor, the Department requires the Contractor to report on the status of the entire Program as a whole, both Agency and OEUs' participation in the Contract.

The Department envisions regular quarterly meetings, in which the PMO and the Contractor meet to review the Contract Reports provided by the Contractor. During these meetings, Contract status will be assessed, contract issues will be discussed, and remedies will be formulated.

9.1 Contract Reports

The Department requires the Contractor to provide Performance Measures by which the Program may be monitored and the provision of Services by the Contractor may be verified by the Department. The Department requires the Contractor to provide the PMO with Performance Measures to monitor the status of the Program and verify the Contractor's provision of the Services and Solution under the Contract.

9.1.1 The Contractor shall provide reports of mutually agreed upon Accepted Program Performance Measures at a mutually agreed upon timeframe to the Department's Contract Administrator pursuant to Section 16 in this SOW.

9.1.2 The Contractor shall provide monthly reports of the aggregate spending activity (Deliverable 27) of each Eligible User in the Program indicating the activity of each Program Eligible User to the Department's Contract Administrator no more than thirty calendar days following the closing of the preceding month.

9.2 Contract Review Meetings

The Department requires the Contractor to attend regular meetings in which the Contract Reports are reviewed and the status of the Program is assessed by the PMO.

9.2.1 The Contractor, including Key Personnel as needed, shall meet with the PMO to assess the Program, at least quarterly, in a Contract Review Meeting.

9.2.2 The Department's Contract Administrator in consultation with the Contractor will set both the schedule and agenda for a Contract Review Meeting.

9.2.3 The Contractor shall submit proposed agenda items for each Contract Review Meeting to the Department's Contract Administrator at least seven Business Days prior to the meeting.

9.2.4 The Contractor shall implement remedies for identified Contract issues formulated during the Contract Review Meetings within the timelines set during the Meetings.

10 Card Production & Issuance

The Contractor must produce Purchasing Cards to be issued to Eligible User Cardholders. The Purchasing Cards must have a customized visual style, contain the data elements defined below, and be issued, delivered, and activated as specified herein.

Card design may be subject to field requirements and limitations.

10.1 General Card Physical Requirements

The Department requires the Contractor to provide a Purchasing Card with customizable options for the Program. Purchasing Cards issued by the Contractor must be customizable, at the request of the Eligible User's Purchasing Card Administrator, per the card design options below. Card design may be subject to field requirements and limitations.

10.1.1 Card design options:

10.1.1.1 Standard Card: Contractor branded plastic which has no client logo or other plastic customizations.

10.1.1.2 Logo Card: Standard Card plus logo printed in a single standard color. A Logo Card may take up to four weeks for design and production. For programs less than $5MM in annual volume, a one-time fee may apply.

10.1.1.3 Extended Logo Card: A Logo Card where the logo is extended from end-to-end on card plastic with multiple color options available for the face of the plastic. An Extended Logo Card may take up to six weeks to design, build and enable production after Contractor and Eligible User approval. A one-time fee may apply.

10.1.2 Cards issued to Eligible Users shall have a unique Purchasing Card design. Each Eligible User will work with the Contractor to finalize this design during each Implementation Phase

10.1.3 The Contractor shall be responsible for the embossing and printing of the Cards to the Eligible User's specifications.

10.1.4 Cards issued to Eligible Users shall be embossed with a name of the Cardholder, as indicated in the Solution by the Purchasing Card Administrator.

10.1.5 Cards issued to Eligible Users shall be embossed with the account number and expiration date.

10.1.6 Cards issued to Eligible Users shall have the Contractor's toll free Customer Support telephone number printed on the back of the card.

10.2 Agency Card Physical Requirements

The Department requires the Contractor to provide a Purchasing Card designed specifically and exclusively for Agency Programs. The Department will work with the Contractor to furnish the necessary artwork and develop final specifications, including color and logos during Agency Implementation. The State will use this one basic design as the standard Card stock to be used by all Agency Eligible Users.

10.2.1 Cards issued to Agencies shall have a unique Card design. The Contractor shall work with the PMO to finalize this design during Agency Implementation.

10.2.2 The PMO shall approve the layout and artwork of the Card design prior to its use or distribution.

10.2.3 Cards issued to Agencies shall be issued in the agreed upon Card design and cannot be modified without prior approval by the PMO.

10.2.4 The Department reserves the right to change the Card design during the contract term, and if doing so, will provide the Contractor with the artwork needed to make changes.

10.2.5 The Contractor shall implement the changes to the Card design for a Standard Card or Logo Card at no charge to the State.

10.2.6 Cards issued to Agencies shall be embossed with the individual employee's name, as indicated in the Solution by the Purchasing Card Administrator.

10.2.7 Cards issued to Agencies shall be embossed with the account number and card expiration date.

10.2.8 Cards issued to Agencies shall have the following printed elements:

10.2.8.1 The State's official seal shall be printed on the face of the Card.

10.2.8.2 The name, "STATE OF FLORIDA", shall be printed on the face of the Card.

10.2.8.3 The phrase, "FOR OFFICIAL USE ONLY", shall be printed on the face of the Card.

10.2.8.4 The phrase, "PURCHASING CARD", shall be printed on the face of the Card.

10.2.8.5 The phrase, "TAX EXEMPT", shall be printed on the face of the Card.

10.2.8.6 The Agency's tax-exempt number shall be printed on the face of the Card.

10.2.8.7 The brand emblem (Visa or MasterCard) shall be on the face of the Card.

10.2.9 There shall be no reference to Automatic Teller Machines "ATM" or other advertising on Cards issued to Agency Eligible Users.

10.3 OEU Card Physical Requirements

The Department requires the Contractor to provide OEUs with the opportunity to develop a Purchasing Card designed specifically for their Programs. The Contractor must have the ability to receive the necessary artwork and work with OEUs to develop final specifications, including color and logos, during OEU Program Implementation. Each OEU will be restricted to one basic design as the standard card stock to be used by their Program.

10.3.1 OEUs shall have the ability, without interaction from the Department, to interface with the Contractor to customize the Card stock that is issued as a standard to their Program.

10.3.2 OEUs Eligible Users may only have one standard look and feel for Card stock issued as part of their Program

10.3.3 The Contractor shall provide, as part of the OEU Program Implementation Plan, the options for customization of the front side of the card for all OEUs in the Program.

10.3.4 The customization options shall detail all options for customization, including verbiage, logo, or graphic printing.

10.3.5 Cards issued to OEUs may have the following printed elements:

10.3.5.1 An official seal, if requested, shall be printed on the face of the Card.

10.3.5.2 The name of the OEU, if requested, shall be printed on the face of the Card.

10.3.5.3 The phrase, if requested, "FOR OFFICIAL USE ONLY", shall be printed on the face of the Card.

10.3.5.4 The phrase, if requested, "PURCHASING CARD", shall be printed on the face of the Card.

10.3.5.5 The phrase, if requested, "TAX EXEMPT", shall be printed on the face of the Card.

10.3.5.6 The OEU's tax-exempt number, if requested, shall be printed on the face of the Card.

10.3.5.7 The brand emblem (Visa or MasterCard) shall be on the face of the Card.

10.4 General Card Issuance Requirements

The Department requires the Contractor to provide Purchasing Cards of either major brand, MasterCard or Visa. The following General Card Issuance Requirements apply:

10.4.1 The Purchasing Cards provided by the Contractor shall be the MasterCard or Visa brand.

10.4.2 The Contractor shall be responsible and accountable for the mailing of all individual Cards issued to OEUs.

10.4.3 The Contractor and the OEU shall mutually agree to the Card delivery requirements for their individual Programs.

10.4.4 The Department requires the Contractor to provide procedures for activating Purchasing Cards issued to Cardholders.

10.5 Agency Card Issuance Requirements

The Department requires the Contractor to adhere to a strict set of protocols and mailing requirements to ensure the security of the Program and the integrity of the State's fiscal controls.

10.5.1 The Contractor shall provide Agencies with non-revolving credit Cards issued to State employees only for official State business pursuant to the State of Florida Purchasing Card Program Guidelines.

10.5.2 The Contractor shall be responsible and accountable for the mailing of all individual Cards issued to Agencies.

10.5.3 The Contractor shall not insert any additional material to what is required for secure and complete delivery with the mailed Cards. Exceptions to this restriction will generally be materials that pertain to the Program, and shall be approved, in writing, by the PMO before the Contractor may include such additional materials.

10.5.4 Cards issued to Agencies shall be mailed using a courier service which provides online tracking from origination of the order to delivery of a Card.

10.5.5 Cards issued to Agencies shall not be sent by U.S. Mail or the U.S. Postal Service.

10.5.6 Cards issued to Agencies shall be mailed to the addressee and mailing address for the respective Agency Purchasing Card Administrator.

10.5.7 Cards issued to Agencies shall not be mailed directly to the Cardholder.

10.5.8 Cards requested by Agencies for new Cardholders shall be issued within three Business Days except in the case of a custom card or an initial program issuance.

10.5.9 Cards requested by Agencies as replacement Cards for existing Card Accounts shall be issued within three Business Days of being requested in the Solution.

10.5.10 Cards requested for expedited delivery must be requested in the Solution before 3:00 PM EST and shall be issued within 1 Business Day. If the 3:00 PM EST window is missed, the system defaults back to the standard delivery and will not be treated as an expedited request.

10.5.11 Cards issued to Agencies shall be issued in a Cardholder's name as indicated by the Agency Purchasing Card Administrator in the Solution.

10.6 Lost or Stolen Cards

The Department requires the Contractor to provide for the occasions when Cardholders misplace, lose, or have their Cards stolen.

10.6.1 The Contractor shall provide a method for reporting lost or stolen Cards in both the Solution and by telephone in the form of a Customer Support toll-free number.

10.6.2 The Contractor shall accept reports of lost or stolen Cards via the Solution with a follow-up call to Customer Support toll-free number or by Customer Support toll-free number directly.

10.6.3 The Contractor shall provide a method to identify a caller reporting a lost or stolen Card as a Cardholder or a Purchasing Card Administrator.

10.6.4 The Contractor shall immediately cancel a Card upon receipt of notification that it is lost or stolen.

10.6.5 The Contractor will set system instructions to prevent automatically issuing a replacement Card for any Agency Card(s) reported lost or stolen. The Purchasing Card Administrator will order a new Card through the Solution.

10.6.6 The Contractor shall not change the mailing address for reissued Cards if requested by the Agency Cardholder.

11 FLAIR Data Integration

In order to process payments for Agencies, the Department requires the Solution to either 1) be capable of or 2) be made capable of integrating various Accounting Data Elements with the Florida Accounting Information Resource (FLAIR). FLAIR is a legacy system which the State of Florida uses for all accounting and is the system of record for all payments issued by the State of Florida. The Department envisions that the FLAIR Data Integration involves a routine transfer of several files between the Contractor/Solution and FLAIR on a periodic basis Special provisions concerning the delivery of and compensation for the FLAIR Data Validation and Payment Settlement Error Files.

The Contractor will complete the FLAIR Data Integration within 18 months from acceptance of the FLAIR Data Integration Plan, or as otherwise agreed to by the parties after the requirements have been fully vetted according to the plan.

11.1 Integration Plan

In order to facilitate a smooth implementation of the Solution, the Department requires the Contractor to create and execute a comprehensive FLAIR Data Integration Plan. The FLAIR Data Integration Plan must include the timeframes for developing and providing a successful test validation of the required files, prior to the roll-out of services to Agencies, as specified below.

11.1.1 The Contractor shall provide a detailed and comprehensive FLAIR Data Integration Plan in compliance with this SOW.

11.1.2 The FLAIR Data Integration Plan shall include the formats and specifications for the following files:

11.1.2.1 FLAIR Data Validation File (Section 11.2),

11.1.2.2 Payment Settlement File (Section 11.3),

11.1.2.3 Payment Settlement Error File (Section 11.4),

11.1.2.4 Automated Clearing House (ACH) File (Section 11.5),

11.1.2.5 Charge Data File (Section 11.6), and

11.1.2.6 Scanned Images File (Section 11.7).

11.1.3 The FLAIR Data Integration Plan shall also:

11.1.3.1 Provide a schedule for the FLAIR Data Integration.

11.1.3.2 Outline the work required to modify the Solution and integrate the FLAIR Accounting Data Elements required for validation and transmission within the allotted implementation time period.

11.1.3.3 Provide realistic timeframes to complete the work outlined including the identification of needed resources for both State and Contractor.

11.1.3.4 Provide adequate staff to meet those timeframes.

11.1.3.5 Provide tasks to ensure effective and efficient communication during the implementation and deployment of the Services and Solution to all Agencies

11.1.4 Upon Acceptance by the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the FLAIR Data Integration Plan as part of the Agency Program Implementation Services.

11.2 FLAIR Data Validation File

In order for FLAIR to be able to process a Transaction for payment, certain Accounting Data Elements required by FLAIR must be validated, in the Solution, before they are transmitted to DFS as an Accounting Entry in the Payment Settlement File.

Validation of the Accounting Data Elements must occur during the Transaction Approval (Section 19) process. When an Approver creates an Accounting Entry associated to a Transaction, the Solution must check the Approver-entered data against data provided to the Solution by DFS as part of the FLAIR Data Validation File. Validation of the Accounting Data Elements is anticipated to reduce the likelihood of an Accounting Entry being rejected by FLAIR. The Department requires the Contractor to validate six (6) Accounting Data Elements as part of the Transaction Approval process.

The FLAIR Data Validation File is uploaded each Business Day into the Solution which shall receive and store the Accounting Data Elements provided by DFS. The Contractor shall process the six (6) separate and uniquely formatted FLAIR files, containing Accounting Data Elements so that the data required for validation of every transaction is available in the Solution.

11.3 Payment Settlement File

In order for FLAIR to be able to process a Transaction for payment, the Solution must either 1) be capable of or 2) be made capable of transmitting each Transaction recorded and approved as part of the Transaction Approval & Transaction Approval Workflow (Section 19) in the Solution as no fewer than twenty (20) Accounting Entries (Section 19.3) which include at least five (5) and as many as twenty-one (21) User-entered Accounting Data Elements required for FLAIR processing and utilizing a maximum of ten accounting code segment fields in the Solution. This file, known as the Payment Settlement File, shall be transmitted, in ASCII format,

to DFS on a daily basis. The specific contents of the Payment Settlement File shall be in the State's required format, and delivered according to timing determined and outlined in the FLAIR Data Integration Plan.

11.3.1 The Solution shall transmit to DFS in the Payment Settlement File, on the night following each Business Day, the Accounting Entries associated to each approved Transaction.

11.4 Payment Settlement Error File

While validating certain Accounting Data Elements will reduce errors in FLAIR processing, there will inevitably be some errors that cause an Accounting Entry to be rejected by FLAIR. After the nightly processing of the Payment Settlement File by FLAIR, DFS will transmit any Accounting Entries that are rejected by FLAIR to the Solution as a Payment Settlement Error File. The specific contents of the Payment Settlement Error File shall be in the State's required format, and delivered according to timing determined and outlined in the FLAIR Data Integration Plan.

The Department requires that the Solution match the Accounting Entries included in the Payment Settlement Error File to their original Transactions and that those Transactions be flagged and placed in the Approval Workflow (Section 19.1) to be manually checked and re-keyed if necessary.

11.4.1 The Solution shall receive and process the Payment Settlement Error File.

11.5 Automated Clearing House (ACH) File

The Department requires the Contractor to accept payments for each Eligible User Agency in the form of Electronic Funds Transfer (EFT), ACH credit file, from DFS. The payments made using the ACH File will be applied against an Agency's outstanding balance with the Contractor.

11.5.1 The Contractor shall receive and process the ACH File as payment against each Agency Corporate Account's outstanding balance.

11.6 Charge Data File

The Department requires the Contractor to provide Transaction data to the Information Warehouse. This Transaction data, along with the Accounting Entries and Supporting Documentation, will serve as the official archiving and accounting of Agency expenditures. As such, the Contractor must transmit to the Information Warehouse, on a periodic basis, a Charge Data file which contains the data elements detailed below.

11.6.1 The Contractor shall transmit the Charge Data File to the Information Warehouse as specified in the FLAIR Data Integration Plan.

11.6.2 The Charge Data File shall include data elements agreed upon by DFS and the Contractor.

11.6.3 The Charge Data File shall be transferred to the Information Warehouse in a manner allowing the Charge File to be electronically associated with the appropriate Scanned Images File data when available.

11.7 Scanned Images File

The Department requires the Contractor to provide the Supporting Documentation attached to each Transaction to the Information Warehouse. This Supporting Documentation, along with the Accounting Entries and Transaction data, will serve as the official archiving and accounting of Agency expenditures.

As such, the Contractor must transmit to Information Warehouse, on a periodic basis, a Scanned Images file when functionality becomes available which contains the scanned images of the Supporting Documentation associated with the Transaction data contained in the Charge Data File.

11.7.1 The Contractor shall transmit the Scanned Images File, when functionality becomes available, to the Information Warehouse as specified in the FLAIR Data Integration Plan.

11.7.2 The Scanned Images File shall be transferred to the Information Warehouse in a manner allowing the Supporting Documentation to be electronically associated with the appropriate Charge Data File data.

11.8 Delivery of and Compensation for the FLAIR Data Validation and Payment Settlement Error Files

The State has agreed to compensate the Contractor for the development of the FLAIR Data Validation and Payment Settlement Error Files and for the initial incorporation of the data from these files into the Solution for use by the State. This compensation shall be accomplished by reductions in the amount of rebate dollars paid to the State. Each such reduction shall be agreed to by the State in writing prior to its effect and shall be based on the Contractor's completion of previously planned and agreed to milestones and related compensation amounts.

The State and the Contractor shall agree to the details for the development of the FLAIR Data Validation and Payment Settlement Error Files as a clearly delineated portion of the FLAIR Data Integration Plan, constructed pursuant to Deliverables 32 and 33 and Section 11 of the Statement of Work. The details shall include an identification of milestones to be accomplished and resources required for, a schedule for the completion of, and the compensation attached to, each milestone. Additionally, the development of each milestone shall include an assessment of the resources and time required, so that the State may make determinations affecting both the time required and the cost of each milestone.

Once this delineated portion of the FLAIR Data Integration plan is begun, and no less than once each quarter, the Contractor shall report on its progress in accomplishing each milestone and request the State to agree, for each milestone accomplished, that the milestone has been

accomplished and the associated compensation has been earned. Once the State has so agreed, in writing, the Contractor may deduct the agreed to amount from the next scheduled state rebate payment. Contractor shall submit documentation for services in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

This section is supplemental to and not in replacement of Deliverables 32 and 33 and Sections 11.2 and 11.4 of the Statement of Work.

11.9 FLAIR Replacement

The parties recognize that there may be a replacement to FLAIR. The FLAIR replacement will be addressed in a mutually updated FLAIR Data Integration Plan in concert with the Solution's standard ERP integration file specifications.

12 Agency Enrollment

The Department requires the Contractor to timely enroll each of the at least 35 State of Florida Agencies in the Purchasing Card Program. Enrollment of an Agency in the Program consists of setting up the Corporate Account, deploying the Solution to the Agency's Purchasing Card Administrator(s), fully training the Purchasing Card Administrator(s) and Approver(s) in using the Solution, and issuing new cards to Cardholders.

After successfully completing FLAIR Data Integration, (see Section 11), the Department envisions that the Agency Enrollment would be accomplished in waves, agency by agency, until all 35 current agencies are fully using the Services and Solution.

In addition, should additional Agencies elect to join the Program at a future date, the Department envisions the Agency Enrollment Plan be used to timely enroll those Agencies in the Program.

12.1 Agency Enrollment Plan

The Department requires the Contractor to provide an Agency Enrollment Plan as part of the Agency Program Implementation Plan. The purpose of the Agency Enrollment Plan is to document all tasks and provide a schedule for the completion of those tasks required to enroll and establish each Agency in the Program, allowing them to operate the Solution and use the Services.

12.1.1 The Contractor shall, in consultation with the PMO, provide a detailed and comprehensive Agency Enrollment Plan in compliance with this SOW.

12.1.2 Upon Acceptance by the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the Agency Enrollment Plan and begin providing the Agency Program Implementation Services (Section 3.2).

12.2 Solution Deployment

After Acceptance of the FLAIR Data Integration (Section 11) and of the Agency Enrollment Plan, the Contractor and the PMO will begin enrolling Agencies in the Program according to the Agency Enrollment Plan. Solution Deployment involves any and all steps necessary to prepare an Agency to operate the Solution with minimal intervention from the Contractor.

12.2.1 The Agency Enrollment Plan shall cover all aspects of Solution Deployment, including:

12.2.1.1 The roll-out schedule for an Agency,

12.2.1.2 Tasks for setting up a Corporate Account number for each Agency,

12.2.1.3 Contact information and roles and responsibilities for all Contractor Program Support Staff, and

12.2.1.4 Solution access set-up and testing.

12.3 Initial Agency User Training

After setting up a Corporate Account and confirmation of Solution Deployment, each Agency's Users must be trained and familiarized with all aspects of the Solution as part of Initial Agency User Training.

12.3.1 The Agency Enrollment Plan shall cover all aspects of Initial Agency User Training, including:

12.3.1.1 The schedule, with dates and locations, for Program and Solution User Training,

12.3.1.2 Demonstration of the Solution, if requested by the Agency, and

12.3.1.3 User Training in compliance with the requirements set forth in Section 7 of this SOW.

12.4 Card Account Establishment

Once the Solution Deployment and Agency Initial User Training are completed, the Agency being enrolled will begin to create Card Accounts in the Solution. These Cards must be issued according to the requirements for Card Production & Issuance (Section 10).

12.4.1 The Contractor shall provide DFS with the Corporate Account number for each enrolling Agency.

12.4.2 The Agency Enrollment Plan shall cover all aspects of Card Account Establishment, including:

12.4.2.1 A list of tasks for Card Issuance prior to each Agency's cut-over,

12.4.2.2 Program forms (hard copy and electronic),

12.4.2.3 Customer Support for Card Account creation,

12.4.2.4 Customer Support for Card Account Transaction & Charge Limits (Section 18.3),

12.4.2.5 Customer Support for Card Account Merchant Category Restrictions (Section 18.4),

12.4.2.6 Card Account issuance options,

12.4.2.7 Card Production & Issuance (Section 10), and

12.4.2.8 Card Account Activation.

13 OEU Program Implementation

The Department requires the Contractor to timely implement a purchasing card program with at least 20,000 separate Cards issued to OEU personnel (Cardholders) spread across over at least 200 OEUs. Each OEU will require the establishment of at least one Corporate Account, and utilizes different methods and forms of payment ranging from monthly paper checks to Electronic Funds Transfer (EFT) in the form of an Automated Clearing House (ACH) File. The Contractor will be responsible for working with each OEU to Implement the Program with that entity, in compliance with this SOW.

13.1 OEU Program Implementation Overview

In order to facilitate a smooth implementation of the Program from the current provider to the Contractor, the Department requires the Contractor to create and execute a comprehensive OEU Program Implementation Plan. The purpose of this plan is to provide for OEUs to deploy the Solution and use the Services.

13.1.1 The Contractor shall provide a detailed comprehensive OEU Program Implementation Plan in compliance with this SOW.

13.1.2 The OEU Program Implementation Plan shall contain comprehensive information detailing all steps and tasks required to enroll an OEU in the program, and all options that OEUs have under the Contract.

13.1.3 The Contractor shall create the OEU Program Implementation Plan to accommodate both:

13.1.3.1 Initial Deployment of Solution and Services to current OEUs, and

13.1.3.2 Ongoing Deployment of Solution and Services to future OEUs.

13.1.4 User Training

The OEU Program Implementation Plan shall cover all aspects of User Training that the Contractor will provide to OEUs who elect to participate in the Program, both present and future, including:

13.1.4.1 Demonstration and pilot, if requested by the OEU,

13.1.4.2 Contractor's guidelines (Policies and Procedures), and

13.1.4.3 OEU training modalities and training materials (electronic).

13.1.5 Solution Deployment

The OEU Program Implementation Plan shall cover all aspects of Solution Deployment to OEUs who elect to participate in the Program, both present and future, including:

13.1.5.1 The roll-out schedule for OEUs,

13.1.5.2 The schedule, with dates and locations, for program and technology solution training,

13.1.5.3 Tasks for setting up a corporate account number for each OEU,

13.1.5.4 Tasks for mapping the Solution to interface with OEU accounting system(s), and

13.1.5.5 A list of tasks for card issuance prior to each OEU's transfer to the Program.

13.1.6 Card Issuance

The OEU Program Implementation Plan shall cover all aspects of Card Issuance, including:

13.1.6.1 Program forms (hard copy and electronic),

13.1.6.2 Electronic access set-up and testing,

13.1.6.3 Card controls and issuance options,

13.1.6.4 Card Account set-up,

13.1.6.5 Card Account production and distribution,

13.1.6.6 Card Account activation, and

13.1.6.7 Account follow-up.

13.1.7 Upon Acceptance by the PMO, and in cooperation with the appropriate participating OEU, the Contractor shall implement the OEU Program Implementation Plan and begin providing the Program Implementation Services to the participating OEU.

14 OEU Program Operation

The Department requires the Contractor to operate, on an ongoing basis, a purchasing card program with approximately 20,000 separate cards issued to individual State employees (Cardholders) spread across 200 State of Florida OEUs.

14.1 OEU Program Operation Overview

In order to facilitate smooth operations by OEUs of the Solution and Services offered by the Contractor, the Department requires the Contractor to create and execute a comprehensive OEU Program Operation Plan that includes all aspects of the Operation phase of the Program.

14.1.1 The Contractor shall provide a detailed comprehensive OEU Program Operation Plan in compliance with this SOW.

14.1.2 The OEU Program Operation Plan shall:

14.1.2.1 Outline the ongoing work and activities required to operate the offered Solution and Services after the allotted transition time period.

14.1.2.2 Provide periodic schedules to monitor the work and activities outlined

14.1.2.3 Provide adequate staffing to ensure uninterrupted operation of the Solution and Services.

14.1.2.4 Provide tasks to ensure effective and efficient communication during the operation of services.

14.1.3 Upon Acceptance by the PMO, and in cooperation with the appropriate participating OEU, the Contractor shall implement the OEU Program Operation Plan and begin providing the Program Operation Services to the participating OEU.

14.2 OEU Program Operation Services

14.2.1 The Contractor shall provide the following Services as part of OEU Program Operation:

14.2.1.1 Customer Support (Section 6),

14.2.1.2 User Training (Section 7),

14.2.1.3 Contract Reporting (Section 9), and

14.2.1.4 Card Production & Issuance (Section 10).

15 OEU Program Transition

The Department requires the Contractor to transition an OEU's Program with minimal difficulty should any OEU elect to leave the Program or should the Department elect to solicit for and

award a Contract for the Services, Solution, and Program to a vendor other than the Contractor in the future.

The Department envisions the Transition Phase of any Program, or the Contract as a whole, to involve a stepped reduction of OEU Program Operation Services as each OEU leaves the Program, or implements with the new vendor. The Department requires the Contractor to simultaneously provide both OEU Program Operation and Transition Services to ensure continued Operations of OEUs that have not entered the Transition Phase and a successful Transition of OEUs that are leaving the Program or that have begun Implementation with the new vendor.

15.1 Overview

In order to facilitate a smooth transition away from the Contractor, the Department requires the Contractor to create, maintain, and execute when needed, a comprehensive OEU Program Transition Plan. The purpose of this plan is to detail all steps and requirements necessary to close-out a OEU's participation in the Program created under this Contract should any OEU elect to leave the Program or the Department elect to solicit for, and award, a Contract for the provision of the Services and Solution with a new vendor.

15.1.1 The Contractor shall provide a detailed comprehensive OEU Program Transition Plan in compliance with this SOW.

15.1.2 The OEU Program Transition Plan shall:

15.1.2.1 Outline the work required to close out and reconcile the Services and Solution within a reasonable transition time period.

15.1.2.2 Outline the work required to reconcile and close all Card Accounts and each OEU's Corporate Account.

15.1.2.3 Provide realistic timeframes to complete the work outlined and adequate staff to meet those timeframes.

15.1.2.4 Provide tasks to ensure effective and efficient communication during the transition of services.

15.1.3 Upon Acceptance by the PMO, the Contractor shall review and update the OEU Program Transition Plan annually.

15.1.4 Upon request of the OEU, and in cooperation with the Department, the Contractor shall implement the OEU Program Transition Plan and begin providing the Program Transition Services to the participating OEU.

15.2 Services

The Department requires the Contractor to facilitate the Transition of each OEU away from the Program or to the new vendor, if applicable. The Department will require the Contractor to

continue to provide OEU Program Operation Services (Section 14) to each OEU until the Contractor is notified by that OEU that all Card Accounts have been closed and all payments have been transmitted.

15.2.1 The Contractor shall provide the following Services as part of OEU Program Transition:

15.2.1.1 Customer Support (Section 6),

15.2.1.2 Contract Reporting (Section 9), and

15.2.1.3 Upon notification from the OEU that an OEU's Program has been transitioned, the Contractor shall close that OEU's Corporate Account in accordance with the approved OEU Program Transition Plan.

16 Program Performance Measures

In order to ensure and verify the consistency of Services provided by the Contractor, the Department requires the Contractor to cooperate with the PMO to create and adhere to Performance Measures for both Agencies' Programs and the Program as a whole. These Performance Measures will be provided to the Department on a periodic basis as specified in Contract Reporting (Section 9), and are also to be available to the PMO upon request.

16.1 Development of Performance Measures

The Department requires the Contractor, during Agency Implementation (Section 3), to work with the PMO to design and propose measurements by which the Program may be monitored and the provision of Services by the Contractor may be verified by the Department. The Program Performance Measures should utilize a variety of techniques to measure the quality, timeliness, and level of Services provided by the Contractor.

16.1.1 The Contractor, in consultation with the PMO, shall provide Performance Measures for the Contractor's performance of the Services under the Contract, consistent with this SOW, and Exhibit E, Schedule of Deliverables. Deliverables related to the Contractor's performance of the Services under the Contract, and for which Performance Measures shall be developed and reported, include:

16.1.1.1 Agency Program Implementation (Deliverable 3)

16.1.1.2 Agency Program Operation (Deliverable 5)

16.1.1.3 Agency Program Transition (Deliverable 9)

16.1.1.4 Customer Support – General (Deliverable 10)

16.1.1.5 Customer Support – OEU (Deliverable 11)

16.1.1.6 Customer Support – Agency (Deliverable 12)

16.1.1.7 OEU User Training (Deliverable 15)

16.1.1.8 Agency User Training (Deliverable 18)

16.1.1.9 Agency User Update Training (Deliverable 21)

16.1.1.10 Program Disaster Recovery (Deliverable 23)

16.1.1.11 Contract Review Meetings (Deliverable 28)

16.1.1.12 Card Issuance (Deliverable 31)

16.1.1.13 Agency Enrollment (Deliverable 41)

16.1.1.14 OEU Program Implementation (Deliverable 43)

16.1.1.15 OEU Program Operation (Deliverable 45)

16.1.1.16 OEU Program Transition (Deliverable 47)

16.1.2 The Contractor, in consultation with the PMO, shall provide Performance Measures for the Solution provided by the Contractor under the Contract, consistent with this SOW, and Exhibit E, Schedule of Deliverables. Deliverables related to the Contractor's performance of the Solution under the Contract, and for which Performance Measures shall be developed and reported, include:

16.1.2.1 FLAIR Data Integration Plan (Deliverable 32)

16.1.2.2 FLAIR Data Integration (Deliverable 33)

16.1.2.3 FLAIR Data Validation File (Deliverable 34)

16.1.2.4 Payment Settlement File (Deliverable 35)

16.1.2.5 Payment Settlement Error File (Deliverable 36)

16.1.2.6 Automated Clearing House (ACH) File (Deliverable 37)

16.1.2.7 Charge Data File (Deliverable 38)

16.1.2.8 Scanned Images File (Deliverable 39)

16.1.2.9 Solution Availability (Deliverable 49)

16.1.3 The Contractor, in consultation with the PMO, shall provide Performance Measures for Agency Implementation using the Agency Program Implementation Plan (Deliverable 2) that shall include, Performance Measures for the implementation and which will show project progress during implementation and timelines targeted versus achieved.

16.1.4 The Contractor, in consultation with the PMO, shall provide Performance Measures for Agency Enrollment using the Agency Enrollment Plan (Deliverable 40) that shall include, Performance Measures for the enrollment and which will show project progress during enrollment and timelines targeted versus achieved.

16.1.5 The Contractor, in consultation with the PMO, shall provide Performance Measures for Agency Program Operation using the Agency Program Operation Plan (Deliverable 4) that shall include, Performance Measures for the operation and which will show program progress during operation and timelines targeted versus achieved.

16.1.6 The Contractor, in consultation with the PMO, shall provide Performance Measures for Agency Transition using the Agency Program Transition Plan (Deliverables 7 and 8) that shall include, Performance Measures for the transition and which will show the timelines targeted versus achieved.

16.2 Use and Reporting of Performance Measures

Once the Program Performance Measures have been mutually agreed upon, the Department requires that the Contractor provide reporting of the Program Performance Measures as specified in 16.1.

16.2.1 Upon Acceptance by the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the Program Performance Measures and begin monitoring performance of the Services under the Contract.

16.2.2 Upon implementation, the Program Performance Measures will be provided to the Department on a periodic basis as specified in the Contract Reporting section (Section 9) of this SOW, and to the PMO upon request.

16.2.3 Upon implementation, the Contractor, in consultation with the PMO, shall review, at least annually, the agreed-upon Performance Measures to validate their continued applicability to the Program.

17 The Solution

The Department considers the Solution offered to the Department to be the cornerstone of a successful Program. The Solution should be the single point of control for Purchasing Card Administrators and must allow them to manage, with minimal interaction with the Contractor: User Administration & Access (Section 17.2), Card Account Administration (Section 18), Transaction Approval & Transaction Approval Workflow (Section 19), and Accounting Entries (Section 19.3). Additionally, the Solution must allow Purchasing Card Administrators to access and query live data and perform Program Reporting (Section 20).

Until the Solution is fully implemented for use by Agencies, the Contractor will provide all of the functionality currently available to Agency Eligible Users according to the interfaces in effect until Solution implementation including FLAIR Data Integration (Section 11).

17.1 General Requirements

The Department requires the Contractor to provide a Solution that allows Purchasing Card Administrator(s) to manage and routinely make changes to Card Accounts, program structure, and possibly other elements in their use of the Program.

17.1.1 The Contractor shall provide the Solution to Eligible Users.

17.1.2 The Solution shall be available for use by Eligible Users twenty-four hours per day, seven days a week, every day of the year, less scheduled maintenance.

17.1.3 All time(s) of Solution scheduled maintenance shall be provided, in writing, to the Eligible User's Purchasing Card Administrator at least five Business Days prior to their occurrence.

17.1.4 Changes made by a Purchasing Card Administrator in the Solution shall be executed and applied in real-time or overnight.

17.1.5 The Solution shall allow for each Purchasing Card Administrator to manage their respective Eligible User's activities, including:

17.1.5.1 Determining to whom cards shall be issued

17.1.5.2 Establishing the purchasing authority of each Cardholder

17.1.5.3 Viewing a real time log of transaction declines and authorizations

17.1.5.4 Allowing Cardholders to view their transactions online

17.1.5.5 Altering Transaction & Charge Limits and MCC Restrictions

17.1.6 The Solution shall allow for each Eligible User to manage the following Program functions:

17.1.6.1 User Administration (Section 17.2)

17.1.6.2 Cardholder Administration (Section 18.1)

17.1.6.3 Transaction Approval & Transaction Approval Workflow (Section 19)

17.1.6.4 Program Reporting (Section 20)

17.1.7 The Solution must be able to accommodate an increasing number of cards.

17.2 User Administration & Access Requirements

The Department requires the Contractor to provide a Solution that allows Purchasing Card Administrators to manage Users of the Solution with maximum autonomy with minimal intervention required by the Contractor.

17.2.1 At a minimum, the Solution must conform to the following requirements:

17.2.1.1 All Solution functions shall be accessible using a single login unique to each User.

17.2.1.2 The Solution shall require complex passwords.

17.2.1.3 The Solution shall require regular password changes.

17.2.1.4 The Solution shall utilize Role-Based Security (RBS).

17.2.1.5 The Solution shall lock out a User ID if a specified number of unsuccessful login attempts are made.

17.2.2 At a minimum, the Solution must allow Purchasing Card Administrators to manage the following functions:

17.2.2.1 Create User IDs and passwords for new Users.

17.2.2.2 Reset User IDs and passwords for all Users.

17.2.2.3 Unlock User IDs locked due to repeated password entry failures.

17.2.2.4 Manage Roles and authority levels for all Users.

17.2.3 The Solution's RBS scheme shall support the following Roles:

17.2.3.1 Administrator,

17.2.3.2 Approver, and

17.2.3.3 Cardholder.

18 Card Account Administration

The Department considers the Card Account Administration of utmost importance to the success of the Program. The ability for Eligible Users to manage their own Card Accounts is an essential function of the Solution offered by the Contractor. The Solution must allow Purchasing Card Administrators to determine to whom the Card Accounts shall be issued and the purchasing authority of each Card Account, within the limits of the Contract.

18.1 General Card Account Administration Requirements

The Department requires a Solution that allows Eligible User's Purchasing Card Administrator(s) to routinely make changes to Card Accounts with no required action by the Contractor. These changes, made in the Solution, must be in real time or overnight, and may include, but are not limited to: changes to Contact Information, Transaction & Charge Limits, Merchant Category Code Restrictions, or approving official(s); temporarily suspend Card Account activity; or termination of a Card Account.

Additionally, with the anticipation of continual growth in the State of Florida Program, the Contractor's issuance system must be able to accommodate an increasing number of Card Accounts.

18.1.1 The Solution shall have a simple and user-friendly method for Purchasing Card Administrators to manage Card Accounts.

18.1.2 The Solution shall allow for Purchasing Card Administrators to:

18.1.2.1 Create new Card Accounts,

18.1.2.2 Order replacement Cards,

18.1.2.3 Modify a Card Account's name as it appears on a Card Account,

18.1.2.4 Modify Contact Information for groups of Card Accounts,

18.1.2.5 Modify Contact Information for a Card Account's Purchasing Card Administrator,

18.1.2.6 Modify Transaction & Charge Limits,

18.1.2.7 Modify card profiles: Merchant Category Code Groups (MCCGs) are contained in profiles, and Purchasing Card Administrators can move cardholders in and out of profiles as needed, in real time,

18.1.2.8 Cancel/Deactivate a Card Account, and

18.1.2.9 Close a Card Account.

18.1.3 The Solution shall execute all Card Account changes made by Purchasing Card Administrators in real-time.

18.1.4 The Contractor shall have the ability to and shall, as directed by the Statewide Purchasing Card Administrator, eliminate or turn-off paper statements from being mailed to Agency Eligible Users.

18.2 Emergency Card Account Administration Requirements

The Solution shall allow Purchasing Card Administrators the freedom to temporarily modify Transaction & Charge Limits and Merchant Category Code Restrictions applied to a Card Account and to issue new Card Accounts in response to an emergency.

18.2.1 The Solution shall support emergency operations and purchases by:

18.2.1.1 Allowing Purchasing Card Administrators to specify a limited period of time that Card Account limits and restrictions, described in Sections 18.3 and 18.4, are adjusted.

18.2.1.2 Returning, upon expiration of the specified time period, the Card Account limits and restrictions to their previous levels without requiring the action or intervention of a Purchasing Card Administrator.

18.2.1.3 Allowing Purchasing Card Administrators to designate new Card Accounts issued as part of an emergency as 'for expedited delivery'.

18.3 Transaction & Charge Limits

The Department desires a Purchasing Card with flexible Card Account limits. Eligible Users must have the capability, through the Solution, to apply limits to transactions and charges to each Card Account issued as part of this Contract.

18.3.1 The Contractor's Solution shall provide, at a minimum, the capability to set the following limits on the proposed Card Account:

18.3.1.1 Total credit limit

18.3.1.2 Charge amount per transaction

18.3.1.3 Charge amount per day

18.3.1.4 Charge amount per cycle

18.3.1.5 Allowed number of transactions per day

18.3.2 The Solution shall have the ability to prohibit all cash transactions, such as:

18.3.2.1 Cash Advances

18.3.2.2 Cash refunds

18.3.2.3 Advance checks

18.3.2.4 Automated Teller Machine (ATM) withdrawal

18.4 Merchant Category Code Restrictions

The Department desires a Card Account Administration function with the widest possible Merchant Category Code (MCC) restrictions available. Purchasing Card Administrators must have the capability to apply restrictions based upon MCCs to each Card Account issued as part of this Contract.

18.4.1 The Contractor shall allow for Purchasing Card Administrators to create and manage customized MCCGs.

18.4.2 The Contractor shall allow for MCCs to be arranged and assigned into custom MCCGs by Purchasing Card Administrators.

18.4.3 The Solution shall allow for Purchasing Card Administrators to manage Card Account activity by assigning specific and custom-created MCCGs to each Card Account designating custom MCCGs as either:

18.4.3.1 Prohibited,

18.4.3.2 Permitted, or

18.4.3.3 Permitted with notification (appears on exception report).

18.4.4 The Solution shall allow for Purchasing Card Administrators to assign at least nine (9) MCCGs to a Card Account.

18.4.5 The Contractor shall provide the Statewide Purchasing Card Administrator with any new MCCs, updates of current MCCs, and deleted MCCs within one (1) week of notification by the industry via the Solution.

19 Transaction Approval & Transaction Approval Workflow

The Department considers Transaction Approval & Transaction Approval Workflow to be of vital importance for the success of the Program. The Solution must be able to manage Transaction Approval by routing each Transaction to the appropriate Approver or Approver/Group using a configurable Transaction Approval Workflow associated to each Card Account. The Solution must also allow Purchasing Card Administrators to manage the Transaction Approval Workflow paths associated with each Card Account.

19.1 Transaction Approval

The Department requires a Solution that allows Eligible User Approvers to route, review, and approve Transactions created by Cardholders.

19.1.1 The Solution shall provide a system to route, review, and approve Transactions associated with Card Accounts by Approvers.

19.1.2 The Solution shall allow Approvers to review the Transactions and the attached Supporting Documentation, if any, that are pending approval for their Approver/Group.

19.1.3 The Solution shall allow Approvers to mark the Transactions that are pending approval for their Approver/Group as:

19.1.3.1 Approved,

19.1.3.2 Flagged, or

19.1.3.3 Disputed.

19.1.4 The Solution shall route Transactions marked as 'Approved' to the next Approver/Group designated as part of the Transaction Approval Workflow.

19.1.5 The Solution shall allow for flagged Transactions to be reviewed by those Approver/Group designated as part of the Transaction Approval Workflow.

19.1.6 The Solution shall route Transactions marked as 'Disputed' to a Disputed Transaction Resolution Process.

19.2 Transaction Approval Workflow Management

The Department requires the Solution to support a Transaction Approval workflow management system that manages and defines a series of approvals for each Transaction, allowing each Eligible User the controls to ensure integrity of their Program.

This Transaction Approval Workflow must allow each Eligible User Purchasing Card Administrator to assign multiple Approver/Groups to a Card Account in a one-to-many relationship so that a single User may be assigned as an Approver to Approver/Groups in multiple workflows.

For Agencies, once a Transaction finishes its designated workflow, the Solution will transmit the Agency Accounting Entries associated with that Transaction to FLAIR, in accordance with FLAIR Data Integration (Section 11), for payment.

For OEUs using the Solution, once a Transaction finishes its designated workflow, the Solution will transmit the Transaction to the OEU, according to a method agreed to by the OEU and the Contractor, for payment.

19.2.1 The Solution shall allow Purchasing Card Administrators to designate Users as Approvers.

19.2.2 The Solution shall allow Purchasing Card Administrators to group Approvers at each level or stage of approval by assigning them to Approver/Groups.

19.2.3 The Solution shall allow a User to be assigned as an Approver to multiple Approver/Groups.

19.2.4 The Solution shall allow Purchasing Card administrators to designate which Approver/Groups are assigned to which Card Account.

19.2.5 The Solution shall allow Purchasing Card Administrators to assign at least three Approver/Groups to a Card Account in conjunction with 2 created levels from implemented State policy for a total of 5 levels of approvals.

19.2.6 The Solution shall allow Purchasing Card Administrators to designate the order in which a Transaction is routed to each Approver/Group associated with a Card Account.

19.2.7 The Solution shall provide the ability for an Approver to return Transaction to applicable users within the designated approval path.

19.3 Agency Accounting Entries

The Department requires a Solution that will allow for the coding of each Transaction as FLAIR-specific Accounting Entries as specified in the FLAIR Data Integration (Section 11). The Solution must allow for each Transaction in the Solution to be split and coded as a minimum of

twenty (20) Accounting Entries. Each Accounting Entry must validate the Validated Accounting Data Elements as defined in the FLAIR Data Integration (Section 11).

In addition, the Department requires the Solution to assign a unique identifier to all Accounting Entries made for a Transaction in order to maintain the association of a Transaction to the Accounting Entry distributions in FLAIR.

19.3.1 The Solution allows for each Transaction in the Solution to be split and coded as a minimum of twenty (20) Accounting Entries. The Solution shall create and store a unique, 9-character numeric or alphanumeric primary key for each Accounting Entry.

19.3.2 The Solution shall store the Accounting Entries associated to each Transaction by Approvers.

19.3.3 The Solution shall provide a method for associating 'default' Validated Accounting Data to each Card Account.

19.3.4 The Solution shall, upon Approver entry, validate the Accounting Data Elements against Accounting Data Elements provided in the FLAIR Data Validation File (Section 11.2).

19.3.5 The Solution shall reject Accounting Entries entered by Approvers that fail validation.

19.3.6 The Solution shall not allow any Accounting Entries associated with a Transaction to be approved or transmitted in the Payment Settlement File until all Validated Accounting Data Elements in each Accounting Entry associated with that Transaction pass validation.

19.3.7 The Solution shall route the Accounting Entries returned in the Payment Settlement Error File (Section 11.4), and their associated Transactions, to an Approver/Group to approve the Transaction in the Solution.

19.4 Transaction Approval Auditing

The Department requires the Solution to allow Purchasing Card Administrators to audit Transactions with minimal interaction with the Contractor.

The Solution must provide the ability to view each Transaction Approval workflow step in order to validate the dates and times Approver/Groups approved a Transaction. The Solution must also provide the ability to view the details surrounding the attachment of scanned Supporting Documentation associated with each Transaction.

19.4.1 The Solution shall maintain a complete audit trail of which Users interact with Transactions, when those Users interact with Transactions, and how those Users interact with Transactions.

19.4.2 The Solution shall provide the ability for Purchasing Card Administrators to view all routing information about a Transaction, including:

19.4.2.1 Date(s) and times(s) of User interactions.

19.4.2.2 Supporting Documentation, if available.

19.5 Supporting Documentation Management

The Department requires a Solution that allows Eligible User's User(s) to attach and associate supporting documentation, such as receipts, invoices, purchase orders, or other scanned documentation to Transactions as part of the Approval workflow. The Solution must allow Users in a Transaction approval workflow path to attach and review supporting documentation.

19.5.1 The Solution shall allow Users to attach scanned Supporting Documentation to the Transactions as part of the Transaction Approval process.

19.5.2 The Solution shall allow Users to view scanned Supporting Documentation that has been attached to the Transactions as part of the Transaction Approval process.

19.5.3 The Solution shall allow Users to remove scanned Supporting Documentation that has been attached to the Transactions as part of the Transaction Approval process.

20 Program Reporting

The Department considers Program Reporting to be important to the ongoing success and growth of the Program. The ability for Eligible Users to report on their own Program usage though data analysis is an essential function of the Solution offered by the Contractor.

20.1 General Program Reporting

The Department requires a Solution that allows Eligible Users to routinely query data about Card Accounts with no required action by the Contractor. These queries, made in the Solution, must be in real time and must be exportable to the formats listed below.

20.1.1 The Solution shall allow for Purchasing Card Administrators to query live data of Program use by all Eligible User's Card Accounts, Cardholders, and Users.

20.1.2 The Solution shall allow for report or query results to be exported to the following file formats:

20.1.2.1 Microsoft Excel 2007 or later (.xlsx)

20.1.2.2 Adobe PDF (.pdf)

20.1.2.3 Comma Separated Values (.csv)

20.1.3 The Solution shall provide Purchasing Card Administrators the capability to schedule reports or queries to run within the Solution.

20.1.4 The Solution shall provide Purchasing Card Administrators the capability to save reports or queries within the Solution.

20.1.5 The Solution shall provide Purchasing Card Administrators the capability to specify date ranges for reports or queries.

20.1.6 The Solution shall provide Purchasing Card Administrators the capability to pull reports of Program Activity, including, but not limited to:

20.1.6.1 Approved transactions

20.1.6.2 Declined transactions

20.1.6.3 User activity

20.1.6.4 Credits received

20.2 Configurable Program Reporting

20.2.1 The Solution shall provide Purchasing Card Administrators the capability to generate, within the Solution, configurable reports or queries.

20.2.2 The Solution shall provide Purchasing Card Administrators the capability to save, within the Solution, configurable for later use.

20.2.3 The Solution shall provide Purchasing Card Administrators the capability to specify specific data fields for reports or queries within Solution data elements.

21 Contract Deliverables

The Department requires the Contractor to provide all Deliverables identified in Exhibit E, Schedule of Deliverables. The tables provided in Exhibit E, Schedule of Deliverables, contain specific details about each Deliverable that the Contractor must provide under the Contract.

21.1 Submission and Delivery of Deliverables

21.1.1 The Contractor shall deliver the Deliverables defined in Exhibit E, Schedule of Deliverables, in accordance the Requirements defined therein.

21.1.2 Each of the Deliverables shall be submitted for review ("Delivery") by the Date(s) of Delivery listed for the Deliverable in Exhibit E, Schedule of Deliverables.

21.2 Quality Assurance

The Department requires that the Contractor use due professional care in preparing each Deliverable. The Contractor must perform all quality assurance measures necessary in order to ensure performance under the contract.

21.2.1 Prior to Delivery of any Deliverable, the Contractor shall first perform any quality assurance activities necessary to verify that the Deliverable is complete and in conformance with the Acceptance Criteria defined in Exhibit E, Schedule of Deliverables, and in conformance to applicable specifications provided in Accepted Deliverable(s).

21.2.2 Deliverables shall contain documentation of all quality assurance activities applied, including documentation of deficiencies or defects corrected.

21.2.3 When presenting a Deliverable, the Contractor shall certify that:

21.2.3.1 The Contractor has performed all required quality assurance activities,

21.2.3.2 The Contractor has performed all applicable testing to adhere to the Statement of Work and all technical specification documents or plans,

21.2.3.3 The Contractor has corrected all material deficiencies discovered during quality assurance activities and testing, and

21.2.3.4 The Deliverable is ready for review.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
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Exhibit E: Schedule of Deliverables
State Term Contract
No. 84121500-15-01
Purchasing Card Services

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Title: Candidate Key Personnel	ID: 1
Date of Delivery: Within 10 Business Days of Contract execution.	
Review Cycle: Within 5 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 2.1

Deliverable Description: A list of staff for the Key Personnel with explanation of qualifications, including:

1. **Project Manager** - A Project Manager is responsible for development of the Agency Program Implementation Plan and assisting with all activities during the Implementation Phase.

2. **Program Manager** - A Program Manager is responsible for coordinating with the PMO for the delivery of all Services provided under the Contract.

3. **Technical Representative** – A Technical Representative is responsible for assisting in the development of the FLAIR Data Integration Plan and in Error Resolution when file deficiencies are identified.

4. **Customer Service Representative** - A Customer Service Representative is responsible for assisting the Statewide Purchasing Card Administrator with all procedural and operational activities and assisting each Agency Purchasing Card Administrator with all Cardholder issues. Additionally, the Customer Service Representative is responsible for coordinating other bank resources as necessary.

Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $2,000 if the State rejects a resubmitted deliverable.	**Correction Period:** Within 10 Business Days.

Requirements:
The Contractor shall provide a list, including qualifications, of candidate Key Personnel.

1. **Project Manager:**
    a. The Contractor shall provide a Project Manager for the duration of the State Agency Implementation Phase.
    b. The Project Manager shall direct and manage all Contractor's activities during State Agency Implementation.
    c. The Project Manager shall manage the development of the following plans:
        i. Agency Program Implementation Plan
        ii. Agency Program Operation Plan
        iii. Agency Program Transition Plan

2. **Program Manager:**
    a. The Contractor shall provide a Program Manager for the duration of the Contract.
    b. The Program Manager shall be the single point of contact for the Contractor for all issues related to the Contract.
    c. The Program Manager shall coordinate with the PMO for the Delivery of all Services provided under the Contract.
    d. The Program Manager shall direct and manage all Contractor's activities during the State Agency Operation and Transition Phases.

3. **Technical Representative:**
    a. The Contractor shall provide a Technical Representative for the duration of the Contract.
    b. A Technical Representative shall assist in the development of the FLAIR Data Integration Plan.
    c. The Technical Representative shall assist in the development of Error Resolution Procedures.
    d. The Technical Representative shall be available to assist the Statewide Purchasing Card Administrator with issues regarding Electronic File Deliverables and Error Resolution during daily operations.
    e. The Technical Representative shall be familiar with the technical specifications and critical timeframes of Electronic File Deliverables.
    f. The Technical Representative shall assist in Error Resolution when deficiencies in Electronic Files are identified.
    g. The Technical Representative shall assist when additional assessments are necessary.

4. **Customer Service Representative:**
    a. The Contractor shall provide a Customer Service Representative for the duration of the Contract.
    b. The Customer Service Representative shall assist the Statewide Purchasing Card Administrator with all procedural and operational activities of the Program.
    c. The Customer Service Representative shall assist each Agency Purchasing Card Administrator with all Cardholder issues.

Acceptance Criteria:
The Contractor provides satisfactory candidates for all four (4) Key Personnel positions.

1. **Project Manager:**
    a. Candidate Project Manager is a certified Project Management Professional.
    b. Candidate Project Manager has demonstrated experience in managing projects of similar size and scope to the prospective FLAIR Data Integration project defined in the Statement of Work.

2. **Program Manager:**
    a. Candidate Program Manager has demonstrated experience in managing projects of similar size and scope to those defined in the Statement of Work.
    b. Candidate Program Manager has documented success in managing projects of similar size and scope to those defined in the Statement of Work.

3. **Technical Representative:**
    a. Candidate Technical Representative has demonstrated experience in projects of similar size and scope to those defined in the Statement of Work.
    b. Candidate Technical Representative has documented success in projects of similar size and scope to those defined in the Statement of Work.

4. **Customer Service Representative:**
    a. Candidate Customer Service Representative has demonstrated experience in projects of similar size and scope to those defined in the Statement of Work.
    b. Candidate Customer Service Representative has documented success in projects of similar size and scope to those defined in the Statement of Work.

Title: Agency Program Implementation Plan	ID: 2
Date of Delivery: Within 30 Business Days of the PMO's Acceptance of the Project Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 3.1.1 - 3.1.3
Deliverable Description: A document that details all steps and requirements necessary to set up all State Agencies in the Program.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $2,000 if the State rejects a resubmitted deliverable.	**Correction Period:** Within 10 Business Days.
Requirements: 1. The Agency Program Implementation Plan shall: a. Provide a schedule for the implementation of Services and Solution, by Agency. b. Outline the work required to implement and deploy the Services and Solution to all Agencies within the allotted implementation time period. c. Provide timeframes to complete the work outlined, including the target Date of Delivery, Review Cycle, Requirements, and Acceptance Criteria. d. Provide staff to meet those target timeframes. e. Provide tasks to ensure effective and efficient communication during the implementation and deployment of the Services and Solution to all Agencies.	
Acceptance Criteria: 1. The Agency Program Implementation Plan contains: a. A schedule for the implementation of Services and Solution, by Agency. b. An outline of the work required to implement and deploy the Services and Solution to all Agencies within the allotted implementation time period. c. Realistic timeframes to complete the work outlined d. Adequate staff to meet those timeframes. e. Tasks to ensure effective and efficient communication during the implementation and deployment of the Services and Solution to all Agencies.	

Title: Agency Program Implementation	ID: 3
Date of Delivery: According to the Accepted Agency Program Implementation Plan	
Review Cycle: According to the Accepted Agency Program Implementation Plan.	
Deliverable Type: Service	**SOW Section(s):** 3.1.4 and 3.2
Deliverable Description: In cooperation with DFS and the Department, the Contractor shall implement the Agency Program Implementation Plan and begin providing the Agency Program Implementation Services.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $2,000 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted Agency Program Implementation Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the Agency Program Implementation Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable will be specified in the Agency Program Implementation Plan.	

Title: Agency Program Operation Plan	ID: 4
Date of Delivery: Within 60 Business Days of the PMO's Acceptance of the Project Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 4.1.1 – 4.1.3
Deliverable Description: A document that details all aspects of the Agency Operation.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $2,000 if the State rejects a resubmitted deliverable.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The Agency Program Operation Plan shall:
    a. Outline the ongoing work and activities required to operate the Solution and Services after the Agency Implementation Phase is completed.
    b. Provide periodic schedules to monitor the work and activities outlined, per the plan dates Delivery, Review, Requirements and Criteria included in each plan listed in ID #2.
    c. Provide adequate staffing to ensure uninterrupted operation of the Solution and Services.
    d. Provide tasks to ensure effective and efficient communication during the Operation Phase.
2. The Agency Program Operation Plan shall include the following Plans:
    a. Program Disaster Recovery Plan
    b. Solution Security Report
    c. Agency Program Staffing Plan
    d. Agency Customer Support Plan
    e. Agency User Training Plan

Acceptance Criteria:

1. The Agency Program Operation Plan contains:
    a. An outline of the ongoing work and activities required to operate the Solution and Services after the Agency Implementation Phase is completed.
    b. Periodic schedules to monitor the work and activities outlined
    c. Adequate staffing to ensure uninterrupted operation of the Solution and Services.
    d. Tasks to ensure effective and efficient communication during the Operation Phase.
2. The Agency Program Operation Plan includes the:
    a. Program Disaster Recovery Plan
    b. Solution Security Report
    c. Agency Program Staffing Plan
    d. Agency Customer Support Plan
    e. Agency User Training Plan

Title: Agency Program Operation	ID: 5
Date of Delivery: According to the Accepted Agency Program Operation Plan.	
Review Cycle: According to the Accepted Agency Program Operation Plan.	
Deliverable Type: Service	**SOW Section(s):** 4.1.4 and 4.2
Deliverable Description: In cooperation with DFS and the Department, the Contractor shall implement the Agency Program Operation Plan and begin providing the Agency Program Operation Services.	
Non-conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $500 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted Agency Program Operation Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the Agency Program Operation Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable will be specified in the Agency Program Operation Plan.	

Title: Agency Program Staffing Plan	ID: 6
Date of Delivery: Within 60 Business Days of the PMO's Acceptance of the Project Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 4.3.1 – 4.3.2
Deliverable Description: A document that details the staff necessary to support the Operation Phase of the Agencies Program.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.
Requirements: 1. The Agency Program Staffing Plan shall detail the Contractor's staffing levels, including the Date(s) of Delivery, Review Cycle, Requirements, and Acceptance Criteria, to support the requirements detailed in the: a. Program Disaster Recovery Plan b. Solution Security Report c. Agency Customer Support Plan d. Agency User Training Plan	
Acceptance Criteria: 1. The Agency Program Staffing Plan details the Contractor's staffing levels to support the requirements detailed in the: a. Program Disaster Recovery Plan b. Solution Security Report c. Agency Customer Support Plan d. Agency User Training Plan	

Title: Agency Program Transition Plan	ID: 7
Date of Delivery: Within 90 Business Days of the PMO's Acceptance of the Project Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 5.1.1 - 5.1.2
Deliverable Description: A document that details all steps and requirements necessary to close-out an Agency's participation in the Program created under this Contract should any Agency elect to leave the Program or the Department elect to solicit for, and award, a Contract for the provision of the Services and Solution with a new vendor.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The Agency Program Transition Plan shall:
    a. Outline the work required to close out and reconcile the Services and Solution within the allotted transition time period.
    b. Outline the work required to reconcile and close all Card Accounts and each Agency's Corporate Account.
    c. Provide realistic timeframes to complete the work outlined and adequate staff to meet those timeframes, including the Date of Delivery, Review Cycle, Requirements, and Acceptance Criteria.
    d. Provide tasks to ensure effective and efficient communication during the transition of services from the Contractor to the new vendor.
    e. Provide tasks identified in Section 15 of the Special Contract Conditions, Exhibit C.

Acceptance Criteria:

1. The Agency Program Transition Plan contains:
    a. An outline of the work required to close out and reconcile the Services and Solution within the allotted transition time period.
    b. An outline of the work required to reconcile and close all Card Accounts and each Agency's Corporate Account.
    c. Realistic timeframes to complete the work outlined and adequate staff to meet those timeframes.
    d. Tasks to ensure effective and efficient communication during the transition of Services from the Contractor to the new vendor.
    e. Tasks identified in Section 15 of the Special Contract Conditions, Exhibit C.

Title: Agency Program Transition Plan – Updates	ID: 8
Date of Delivery: Annually upon the anniversary date of Acceptance of the Agency Program Transition Plan by the PMO.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 5.1.3
Deliverable Description: A document that details all steps and requirements necessary to close-out an Agency's participation in the Program created under this Contract should any Agency elect to leave the Program or the Department elect to solicit for, and award, a Contract for the provision of the Services and Solution with a new vendor.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.
Requirements: 1. The Contractor shall verify and update the Agency Program Transition Plan to ensure that the information contained in it is still current and valid.	
Acceptance Criteria: 1. The updated Agency Program Transition Plan contains: a. An outline of the work required to close out and reconcile the Services and Solution within the allotted transition time period. b. An outline of the work required to reconcile and close all Card Accounts and each Agency's Corporate Account. c. Realistic timeframes to complete the work outlined and adequate staff to meet those timeframes. d. Tasks to ensure effective and efficient communication during the transition of Services from the Contractor to the new vendor. e. Tasks identified in Section 15 of the Special Contract Conditions, Exhibit C.	

Title: Agency Program Transition	ID: 9
Date of Delivery: Upon notice from the PMO and according to the Accepted Agency Program Transition Plan.	
Review Cycle: According to the Accepted Agency Program Transition Plan.	
Deliverable Type: Service	**SOW Section(s):** 5.1.4 and 5.2
Deliverable Description: Upon notice from the PMO, and in cooperation with DFS and the Department, the Contractor shall implement the Agency Program Transition Plan and begin providing the Agency Program Transition Services.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $1,000 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted Agency Program Transition Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the Agency Program Transition Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable will be specified in the Agency Program Transition Plan.	

Title: Customer Support – General	ID: 10
Date of Delivery: Within 2 Business Days of the establishment of an Eligible User's Corporate Account.	
Review Cycle: Within 2 Business Days.	
Deliverable Type: Service	**SOW Section(s):** 6.1.1
Deliverable Description: The Contractor is responsible for assisting Eligible User Purchasing Card Administrators with: all procedural and operational activities of the Program, difficulty or issues in using the Solution, and all Cardholder issues that cannot be resolved in the Solution.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 5 Business Days.
Requirements: 1. The Contractor shall provide the following Customer Support to all Eligible Users: a. A toll-free number, and an online method for Eligible Users, available 24 hours, 7 days a week, for Cardholders and Purchasing Card Administrators to report lost/stolen cards. b. A toll-free number available 24 hours a day, 7 days a week, for emergency assistance.	
Acceptance Criteria: 1. The Contractor provides the Customer Support required.	

Title: Customer Support – OEU	ID: 11
Date of Delivery: Within 2 Business Days of the establishment of an OEU's Corporate Account.	
Review Cycle: Within 2 Business Days.	
Deliverable Type: Service	**SOW Section(s):** 6.2.1
Deliverable Description: The Contractor shall provide Customer Support specific to OEU.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 5 Business Days.
Requirements: 1. The Contractor shall provide the following Customer Support to OEUs: a. A toll-free number to a customer service representative to assist OEUs' Purchasing Card Administrators with issues in using the Solution, available 8:00 A.M - 6:00 P.M. Eastern Time, excluding weekends and State of Florida designated holidays. b. A toll-free number to a customer service representative for the OEUs' Purchasing Card Administrator's inquiries involving accounts, billing, and Services from 8:00 A.M. to 6:00 P.M. Eastern Time, excluding weekends and State of Florida designated holidays.	
Acceptance Criteria: 1. The Contractor provides the OEU Customer Support required.	

Title: Customer Support – Agency	ID: 12
Date of Delivery: According to the Accepted Agency Customer Support Plan.	
Review Cycle: According to the Accepted Agency Customer Support Plan.	
Deliverable Type: Service	**SOW Section(s):** 6.3.1 – 6.3.2
Deliverable Description: The Contractor shall provide Customer Support specific to Agencies.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** According to the Accepted Agency Customer Support Plan.

Requirements:

1. The Contractor shall provide the following Customer Support to Agency Eligible Users:
    a. A toll-free number to the Customer Service Representative for Agency Purchasing Card Administrators available 8:00 A.M. - 6:00 P.M. Eastern Time, excluding weekends and State of Florida designated holidays.
    b. A toll-free number to the Customer Service Representative, Program Manager, and Technical Representative for the Statewide Purchasing Card Administrator's inquiries involving accounts, billing, and Services 8:00 A.M. - 6:00 P.M. Eastern Time, excluding weekends and State of Florida designated holidays.
    c. An email address for the Customer Service Representative to be used by Agency Purchasing Card Administrators and the Statewide Purchasing Card Administrator for handling administration, management, technical, and customer service operations specific to Agency participation.
2. The Contractor shall provide security controls to identify Purchasing Card Administrators when they make Customer Support calls.
3. Additional Requirements for this Deliverable will be specified in the Agency Customer Support Plan.

Acceptance Criteria:

1. The Contractor provides the Agency Customer Support required.

Title: Agency Customer Support Plan	ID: 13
Date of Delivery: Within 30 Business Days of the PMO's Acceptance of the Customer Service Representative.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 6.4.1 – 6.4.4
Deliverable Description: A document containing the policies and procedures for Customer Support that the Contractor provides to Agencies as part of the Program.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The Agency Customer Support Plan shall provide details to meet the Customer Support requirements below, including the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for Agency Customer Support.
2. The Agency Customer Support Plan shall provide security controls for verifying the identity of, prior to providing any information about the Program, the:
    a. Statewide Purchasing Card Administrator
    b. Agency Purchasing Card Administrators
    c. Users
    d. Cardholders
3. The Agency Customer Support Plan shall provide security controls to minimize risk of unauthorized individuals from:
    a. Accessing confidential information
    b. Cancelling existing, ordering new or replacement cards
    c. Requesting modifications to Card Account Transaction & Charge Controls or Merchant Category Code Restrictions

Acceptance Criteria:

1. The Agency Customer Support Plan provides details to meet the Customer Support requirements below.
2. The Agency Customer Support Plan provides security controls for verifying the identity of, prior to providing any information about the Program, the:
    a. Statewide Purchasing Card Administrator
    b. Agency Purchasing Card Administrators
    c. Users
    d. Cardholders
3. The Agency Customer Support Plan provides security controls to prevent unauthorized individuals from:
    a. Accessing confidential information
    b. Cancelling existing, ordering new or replacement cards
    c. Requesting modifications to Card Account Transaction & Charge Controls or Merchant Category Code Restrictions

Title: OEU User Training Plan	ID: 14
Date of Delivery: Within 60 Business Days of the PMO's Acceptance of the Project Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 7.1.1, 7.1.2, 7.1.4, and 7.2.1
Deliverable Description: A document containing the Contractor's User Training on all aspects of the Program, in all Program Phases that will be provided to OEUs.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The OEU User Training Plan shall detail how the Contractor will use the following methods and channels to most effectively train and refresh OEU Users:
    a. Webinar training
    b. On-demand online training
    c. Written documentation
2. The Contractor, shall provide Role-specific User Training materials for all Users which takes full advantage of the methods and channels described above.
3. The Contractor shall provide Role-specific User Training materials for the following aspects of Solution functionality:
    a. User Administration
    b. Card Account Administration
    c. Transaction Approval & Transaction Approval Workflow Management
    d. Supporting Documentation Management
    e. Program Reporting
4. The OEU User Training Plan shall provide the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for the OEU User Training.

Acceptance Criteria:

1. The OEU User Training Plan details how the Contractor will use the following methods and channels to most effectively train and refresh OEU Users:
    a. Webinar training
    b. On-demand online training
    c. Written documentation
2. The Contractor provides Role-specific User Training materials for all Users which takes full advantage of the methods and channels described above.
3. The Contractor provides Role-specific User Training materials for the following aspects of Solution functionality:
    a. User Administration
    b. Card Account Administration
    c. Transaction Approval & Transaction Approval Workflow Management
    d. Supporting Documentation Management
    e. Program Reporting
4. The OEU User Training Plan contains the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for the OEU User Training.

Title: OEU User Training	ID: 15
Date of Delivery: According to the Accepted OEU User Training Plan.	
Review Cycle: According to the Accepted OEU User Training Plan.	
Deliverable Type: Service	**SOW Section(s):** 7.1.5 and 7.2.2
Deliverable Description: In cooperation with the appropriate participating OEU, the Contractor shall implement the OEU User Training Plan.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** According to the Accepted OEU User Training Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the OEU User Training Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable will be specified in the OEU User Training Plan.	

Title: OEU User Training Plan – Updates	ID: 16
Date of Delivery: Annually upon the anniversary date of Acceptance of the OEU User Training Plan by the PMO.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 7.1.1, 7.1.2, 7.1.4, 7.2.1, and 7.2.3
Deliverable Description: A document containing the Contractor's User Training on all aspects of the Program, in all Program Phases that will be provided to OEUs.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.
Requirements: 1. The Contractor shall verify and update the OEU User Training Plan to ensure that the information contained in it is still current and valid.	
Acceptance Criteria: 1. The OEU User Training Plan details how the Contractor will use the following methods and channels to most effectively train and refresh OEU Users: a. Webinar training b. On-demand online training c. Written documentation 2. The Contractor develops or provides Role-specific User Training Materials for all Users which takes full advantage of the methods and channels described above. 3. The Contractor develops and provides Role-specific User Training Materials for the following aspects of Solution functionality: a. User Administration b. Card Account Administration c. Transaction Approval & Transaction Approval Workflow Management d. Supporting Documentation Management e. Program Reporting	

Title: Agency User Training Plan	ID: 17
Date of Delivery: Within 30 Business Days of the PMO's Acceptance of the Project Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 7.1.1- 7.1.4 and 7.3.1-7.3.3
Deliverable Description: A document containing the Contractor's User Training on all aspects of the Program, in all Program Phases that will be provided to Agencies.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The Agency User Training Plan shall detail how the Contractor will use the following methods and channels to most effectively train and refresh Agency Users:
    a. Classroom training
    b. Webinar training
    c. On-demand online training
    d. Written documentation
2. The Contractor shall provide Role-specific User Training documentation for Users which takes full advantage of the methods and channels described above.
3. The Contractor shall provide Role-specific User Training documentation for the following aspects of Solution functionality:
    a. User Administration
    b. Card Account Administration
    c. Transaction Approval & Transaction Approval Workflow Management
    d. Supporting Documentation Management
    e. Program Reporting
4. The Agency User Training Plan shall provide the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for the Agency User Training.

Acceptance Criteria:

1. The Agency User Training Plan details how the Contractor will use the following methods and channels to most effectively train and refresh Agency Users:
    a. Classroom training
    b. Webinar training
    c. On-demand online training
    d. Written documentation
2. The Contractor provides Role-specific User Training documentation for Users which takes full advantage of the methods and channels described above.
3. The Contractor provides Role-specific User Training documentation for the following aspects of Solution functionality:
    a. User Administration
    b. Card Account Administration
    c. Transaction Approval & Transaction Approval Workflow Management
    d. Supporting Documentation Management
    e. Program Reporting
4. The Agency User Training Plan contains the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for the Agency User Training.

Title: Agency User Training	ID: 18
Date of Delivery: According to the Accepted Agency User Training Plan.	
Review Cycle: According to the Accepted Agency User Training Plan.	
Deliverable Type: Service	**SOW Section(s):** 7.3.4
Deliverable Description: In cooperation with DFS and the Department, the Contractor shall implement the Agency User Training Plan.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** According to the Accepted Agency User Training Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the Agency User Training Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable will be specified in the Agency User Training Plan.	

Title: Agency User Training Plan - Updates	ID: 19
Date of Delivery: Quarterly from the anniversary date of Acceptance of the Agency User Training Plan by the PMO or within thirty (30) days notice from the PMO of updated State of Florida Policy and Procedures.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 7.1.1 - 7.1.4, 7.3.1, 7.3.2, 7.3.5 and 7.4.4
Deliverable Description: A document containing the Contractor's User Training on all aspects of the Program in all Program Phases that will be provided to Agencies.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.
Requirements: 1. The Contractor shall verify and update the Agency User Training Plan to ensure that the information contained in it is still current and valid.	
Acceptance Criteria: 1. The Agency User Training Plan details how the Contractor will use the following methods and channels to most effectively train and refresh Agency Users: a. Classroom training b. Webinar training c. On-demand online training d. Written documentation 2. The Contractor provides Role-specific User Training documentation for Users which takes full advantage of the methods and channels described above. 3. The Contractor provides Role-specific User Training documentation for the following aspects of Solution functionality: a. User Administration b. Card Account Administration c. Transaction Approval & Transaction Approval Workflow Management d. Supporting Documentation Management e. Program Reporting	

Title: Agency User Training Materials	ID: 20
Date of Delivery: According to the Agency User Training Plan upon its Acceptance by the PMO.	
Review Cycle: According to the Agency User Training Plan upon its Acceptance by the PMO.	
Deliverable Type: Documentation	**SOW Section(s):** 7.4.1 - 7.4.3
Deliverable Description: Agency User Training Materials providing for comprehensive solution-specific User Training	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** According to the Agency User Training Plan.
Requirements: 1. The Agency User Training Materials shall provide for comprehensive solution-specific User Training, including: a. Training in all aspects of Role-specific Solution functionality b. Presentation of Contractor's guidelines	
Acceptance Criteria: 1. Agency User Training Materials with the Contractor's provided training documentation to be presented jointly by the Contractor and DFS' training staff at mutually agreeable regularly scheduled training sessions. The Agency User Training Materials provide for comprehensive solution-specific User Training, including: a. Training in all aspects of Role-specific Solution functionality b. Presentation of Contractor's guidelines (policies and procedures)	

Title: Agency User Update Training	ID: 21
Date of Delivery: Within thirty (30) days of an update to the Services or Solution and upon request by the PMO.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Service	**SOW Section(s):** 7.4.5
Deliverable Description: User training detailing the substance of the change and the effect it will have on User functionality provided by the Contractor if the Contractor should implement an update to the Services and Solution.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.
Requirements: 1. The Contractor shall provide User Training detailing the substance of any changes to the Solution and the effect it will have on User functionality.	
Acceptance Criteria: 1. The Contractor provides User Training detailing the substance of any changes to the Solution and the effect it will have on User functionality.	

Title: Program Disaster Recovery Plan	ID: 22
Date of Delivery: Within 45 Business Days of the PMO's Acceptance of the Program Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 8.1.1 – 8.1.2
Deliverable Description: A document containing the process to restore computer operations and business services after a natural disaster or a disaster resulting from sabotage, negligence, or other major events.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The Program Disaster Recovery Plan shall include all elements required for restoring business operations to the State of Florida Purchasing Card Program, including:
    a. Roles and responsibilities
    b. Application and inventory profiles
    c. Backup processes and procedures
    d. Start-up and recovery procedures
2. The Program Disaster Recovery Plan shall provide the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for Program Disaster Recovery.

Acceptance Criteria:

1. The Program Disaster Recovery Plan includes all elements required for restoring business operations to the State of Florida Purchasing Card Program, including:
    a. Roles and responsibilities
    b. Application and inventory profiles
    c. Backup processes and procedures
    d. Start-up and recovery procedures
2. The Program Disaster Recovery Plan contains the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for Program Disaster Recovery.

Title: Program Disaster Recovery	ID: 23
Date of Delivery: According to the Accepted Program Disaster Recovery Plan.	
Review Cycle: According to the Accepted Program Disaster Recovery Plan.	
Deliverable Type: Service	**SOW Section(s):** 8.1.3 – 8.1.6
Deliverable Description: The process to restore computer operations and business services after a natural disaster or a disaster resulting from sabotage, negligence, or other major events.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $1,000 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted Program Disaster Recovery Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the Program Disaster Recovery Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable will be specified in the Program Disaster Recovery Plan.	

Title: Program Disaster Recovery Plan - Updates	ID: 24
Date of Delivery: Annually upon the anniversary date of Acceptance of the Program Disaster Recovery Plan by the PMO.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 8.1.6
Deliverable Description: Updates to the document containing the process to restore computer operations and business services after a natural disaster or a disaster resulting from sabotage, negligence, or other major events.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.
Requirements: 1. The Contractor shall verify and update the Program Disaster Recovery Plan to ensure that the information contained in it is still current and valid.	
Acceptance Criteria: 1. The Program Disaster Recovery Plan includes elements required for restoring business operations to the State of Florida Purchasing Card Program, including: a. Roles and responsibilities b. Application and Inventory profiles c. Backup processes and procedures d. Start-up and Recovery procedures	

Title: Solution Security Report	ID: 25
Date of Delivery: Within 45 Business Days of the PMO's Acceptance of the Program Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 8.2.1 - 8.2.2
Deliverable Description: Statement on Standards for Attestation Engagements No. 16 (SSAE16): Report on management's description of a service organization's system and the suitability of the design and operating effectiveness of controls.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.
Requirements: 1. The Contractor shall provide the SSAE16, or its equivalent if superceded or replaced.	
Acceptance Criteria: 1. The Contractor provides the SSAE16, or its equivalent if superceded or replaced.	

Title: Program Performance Measures Report	ID: 26
Date of Delivery: As specified in the Statement of Work Section 16 requirements.	
Review Cycle: Within 2 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 9.1.1
Deliverable Description: A document containing the results of the Accepted Program Performance Measures.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $500 if the State rejects a resubmitted deliverable.	**Correction Period:** Within 5 Business Days.
Requirements: 1. The Contractor shall provide reports to the Department's Contract Administrator containing mutually agreed upon Accepted Program Performance Measures according to the Statement of Work pursuant to Sections 9 and 16.	
Acceptance Criteria: 1. The Contractor provides reports to the Department's Contract Administrator containing mutually agreed upon Accepted Program Performance Measures, according to the Statement of Work pursuant to Sections 9 and 16.	

Title: Monthly Spending Reports	ID: 27
Date of Delivery: Within thirty (30) days following the closing of the preceding month.	
Review Cycle: Within 2 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 9.1.2
Deliverable Description: A document detailing the aggregate spending activity of each Eligible User in the Program.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $500 if the State rejects a resubmitted deliverable.	**Correction Period:** Within 5 Business Days.
Requirements: 1. The Contractor shall provide monthly reports of the aggregate spending activity of each Eligible User in the Program indicating the activity of each Program Eligible User to the Department's Contract Administrator.	
Acceptance Criteria: 1. The Contractor provides monthly reports of the aggregate spending activity of each Eligible User in the Program indicating the activity of each Program Eligible User to the Department's Contract Administrator.	

Title: Contract Review Meetings	ID: 28
Date of Delivery: Quarterly meetings mutually scheduled by the Department's Contract Administrator and Contractor.	
Review Cycle: Within 2 Business Days.	
Deliverable Type: Service	**SOW Section(s):** 9.2.1 – 9.2.4
Deliverable Description: A regular meeting of the Contractor, including Key Personnel, and the PMO to evaluate the state of the Program.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $500 if the State rejects a resubmitted deliverable.	**Correction Period:** Within 5 Business Days.
Requirements: 1. The Contractor, including Key Personnel as needed, shall meet with the PMO to assess the Program, at least quarterly, in a Contract Review Meeting. 2. The Contractor shall submit proposed agenda items for each Contract Review Meeting to the Department's Contract Administrator at least seven (7) Business Days prior to the meeting. 3. The Contractor shall implement any remedies for any identified Contract issues formulated during the Contract Review Meetings within the timelines set during the Meetings.	
Acceptance Criteria: 1. The Contractor, including Key Personnel as needed, meets with the PMO to assess the Program. 2. The Contractor submits proposed agenda items for each Contract Review Meeting to the Department's Contract Administrator at least seven (7) Business Days prior to the meeting. 3. The Contractor implements any remedies for any identified Contract issues formulated during the Contract Review Meetings within the timelines set during the Meetings.	

Title: Agency Card Design	ID: 29
Date of Delivery: Within 45 Business Days of the PMO's Acceptance of the Project Manager except for custom cards as defined within the Statement of Work Section 10.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 10.1 - 10.2
Deliverable Description: A document containing the details of the Agency PCard Design.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $500 if the State rejects a resubmitted deliverable.	**Correction Period:** Within 10 Business Days.

Requirements: Subject to field requirements and limitations,

1. Cards issued to Agencies shall be embossed with the individual employee's name, as indicated in the Solution by the Purchasing Card Administrator.
2. Cards issued to Agencies shall be embossed with the account number and card expiration date.
3. Cards issued to Agencies shall have the following printed elements:
    a. The State's official seal shall be printed on the face of the Card.
    b. The name, "STATE OF FLORIDA", shall be printed on the face of the Card.
    c. The phrase, "FOR OFFICIAL USE ONLY", shall be printed on the face of the Card.
    d. The phrase, "PURCHASING CARD", shall be printed on the face of the Card.
    e. The phrase, "TAX EXEMPT", shall be printed on the face of the Card.
    f. The Agency's tax-exempt number shall be printed on the face of the Card.
4. The Brand Emblem (Visa or MasterCard) shall be displayed on the face of the Card.
5. There shall be no reference to Automatic Teller Machines "ATM" or other advertising on Cards issued to Agency Eligible Users.

Acceptance Criteria: Subject to field requirements and limitations,

1. Cards issued to Agencies are embossed with the individual employee's name, as indicated in the Solution by the Purchasing Card Administrator.
2. Cards issued to Agencies are embossed with the account number and card expiration date.
3. Cards issued to Agencies have the following printed elements:
    a. The State's official seal is printed on the face of the Card.
    b. The name, "STATE OF FLORIDA", is printed on the face of the Card.
    c. The phrase, "FOR OFFICIAL USE ONLY", is printed on the face of the Card.
    d. The phrase, "PURCHASING CARD", is printed on the face of the Card.
    e. The phrase, "TAX EXEMPT", is printed on the face of the Card.
    f. The Agency's tax-exempt number is printed on the face of the Card.
    g. The Brand Emblem (Visa or MasterCard) is displayed on the face of the Card.
4. There is no reference to Automatic Teller Machines "ATM" or other advertising on Cards issued to Agency Eligible Users.

Title: OEU Card Design	ID: 30
Date of Delivery: Within 45 Business Days of the PMO's Acceptance of the Project Manager except for custom cards as defined within the Statement of Work Section 10.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 10.3.5
Deliverable Description: A document containing the Contractor's options for OEU PCard Designs.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 15 Business Days.

Requirements:

1. Cards issued to OEUs may have the following printed elements: Subject to field requirements and limitations,
    a. An official seal, if requested, shall be printed on the face of the Card.
    b. The name of the OEU, if requested, shall be printed on the face of the Card.
    c. The phrase, if requested, "FOR OFFICIAL USE ONLY", shall be printed on the face of the Card.
    d. The phrase, if requested, "PURCHASING CARD", shall be printed on the face of the Card.
    e. The phrase, if requested, "TAX EXEMPT", shall be printed on the face of the Card.
    f. The OEU's tax-exempt number, if requested, shall be printed on the face of the Card.
    g. The Brand Emblem (Visa or MasterCard) shall be displayed on the face of the Card.

Acceptance Criteria:

1. Cards issued to OEUs have the requested printed elements: Subject to field requirements and limitations,
    a. An official seal, if requested, is printed on the face of the Card.
    b. The name of the OEU, if requested, is printed on the face of the Card.
    c. The phrase, if requested, "FOR OFFICIAL USE ONLY",is printed on the face of the Card.
    d. The phrase, if requested, "PURCHASING CARD", is printed on the face of the Card.
    e. The phrase, if requested, "TAX EXEMPT", is printed on the face of the Card.
    f. The OEU's tax-exempt number, if requested, is printed on the face of the Card.
    g. The Brand Emblem (Visa or MasterCard) is displayed on the face of the Card.

Title: Card Issuance	ID: 31
Date of Delivery: Card will be issued within 3 Business Days, except in the case of a custom card or an initial program issuance.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Service	**SOW Section(s):** 1.1.1 and 10
Deliverable Description: The process by which the Contractor creates and issues plastic PCards as instructed by the Eligible User in the Solution.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $1,000 if the State rejects a resubmitted deliverable.	**Correction Period:** Within 10 Business Days.
Requirements: 1. The Requirements for this Deliverable are specified in Sections 1.1.1 and 10 of the Statement of Work.	
Acceptance Criteria: 1. Cards issued by the Contractor meet the Requirements specified in Sections 1.1.1 and 10 of the Statement of Work.	

Title: FLAIR Data Integration Plan	ID: 32
Date of Delivery: Within 60 Business Days of the PMO's Acceptance of the Project Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 11.1.1 – 11.1.3, and 11.9
Deliverable Description: A document detailing the specifications, timeframes for development, and a successful test validation of the required files.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $2,000 if the State rejects a resubmitted deliverable.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The FLAIR Data Integration Plan shall include the formats and specifications for the following files:
    a. FLAIR Data Validation File
    b. Payment Settlement File
    c. Payment Settlement Error File
    d. Automated Clearing House (ACH) File
    e. Charge Data File
    f. Scanned Images File (when functionality is available)
2. The FLAIR Data Integration Plan shall also:
    a. Provide a schedule for the FLAIR Data Integration.
    b. Outline the work required to modify the Solution and integrate the FLAIR Data Elements required for validation and transmission within the allotted implementation time period.
    c. Provide realistic timeframes to complete the work outlined.
    d. Provide adequate staff to meet those timeframes.
    e. Provide tasks to ensure effective and efficient communication during the implementation and deployment of the Services and Solution to all Agencies.
3. The FLAIR Data Integration Plan shall provide the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for FLAIR Data Integration.
4. When new functionality is available or if Section 11.9, Statement of Work, is triggered, the FLAIR Data Integration Plan shall be updated.

Acceptance Criteria:

1. The FLAIR Data Integration Plan includes the formats and specifications for the following files:
    a. FLAIR Data Validation File
    b. Payment Settlement File
    c. Payment Settlement Error File
    d. Automated Clearing House (ACH) File
    e. Charge Data File
    f. Scanned Images File (when functionality is available)
2. The FLAIR Data Integration Plan also contains:
    a. A schedule for the FLAIR Data Integration
    b. An outline of the work required to modify the Solution and integrate the FLAIR Data Elements required for validation and transmission within the allotted implementation time period.
    c. Realistic timeframes to complete the work outlined.
    d. Adequate staff to meet those timeframes.
    e. Tasks to ensure effective and efficient communication during the implementation and deployment of the Services and Solution to all Agencies
3. The FLAIR Data Integration Plan contains the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for FLAIR Data Integration.
4. When new functionality is available or if Section 11.9, Statement of Work, is triggered, the FLAIR Data Integration Plan is updated.

Title: FLAIR Data Integration	ID: 33
Date of Delivery: According to the Accepted FLAIR Data Integration Plan.	
Review Cycle: According to the Accepted FLAIR Data Integration Plan.	
Deliverable Type: Service	**SOW Section(s):** 8.4 and 11.1.4
Deliverable Description: The process by which the Contractor creates and routinely transfers several files between the Solution and FLAIR on a periodic basis.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $2,000 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted FLAIR Data Integration Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the FLAIR Data Integration Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable will be specified in the FLAIR Data Integration Plan.	

Title: FLAIR Data Validation File	ID: 34
Date of Delivery: According to the Accepted FLAIR Data Integration Plan.	
Review Cycle: According to the Accepted FLAIR Data Integration Plan.	
Deliverable Type: Electronic File	**SOW Section(s):** 8.4 and 11.2
Deliverable Description: An electronic file, transmitted to the Contractor by DFS, containing all information necessary for to the Contractor's Solution to validate required accounting (FLAIR) data elements.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $2,000 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted FLAIR Data Integration Plan.
Requirements: 1. The Solution shall receive and store the Accounting Data Elements provided by DFS in the FLAIR Data Validation File. 2. Additional requirements for this Deliverable will be specified in the FLAIR Data Integration Plan. 3. The Contractor shall provide Error Resolution Procedures for the FLAIR Data Validation File.	
Acceptance Criteria: 1. The Solution receives and stores the Accounting Data Elements provided by DFS in the FLAIR Data Validation File. 2. The Acceptance Criteria for this Deliverable will be specified in the FLAIR Data Integration Plan. 3. The Contractor provides Error Resolution Procedures for the FLAIR Data Validation File.	

Title: Payment Settlement File	ID: 35
Date of Delivery: According to the Accepted FLAIR Data Integration Plan.	
Review Cycle: According to the Accepted FLAIR Data Integration Plan.	
Deliverable Type: Electronic File	**SOW Section(s):** 8.4 and 11.3
Deliverable Description: An electronic file, transmitted to DFS by the Contractor, containing State of Florida accounting information for all Agency Transactions processed in the Contractor's Solution. The Payment Settlement File allows for verification of accounting controls in FLAIR before payment is made to the Contractor.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $2,000 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted FLAIR Data Integration Plan.
Requirements: 1. The Solution shall transmit to DFS in the Payment Settlement File, on the night following each Business Day, the Accounting Entries associated to each approved Transaction. 2. Additional requirements for this Deliverable will be specified in the FLAIR Data Integration Plan. 3. The Contractor shall provide Error Resolution Procedures for the Payment Settlement File.	
Acceptance Criteria: 1. The Solution transmits to DFS in the Payment Settlement File, on the night following each Business Day, the Accounting Entries associated to each approved Transaction. 2. The Acceptance Criteria for this Deliverable will be specified in the FLAIR Data Integration Plan. 3. The Contractor provides Error Resolution Procedures for the Payment Settlement File.	

Title: Payment Settlement Error File	ID: 36
Date of Delivery: According to the Accepted FLAIR Data Integration Plan.	
Review Cycle: According to the Accepted FLAIR Data Integration Plan.	
Deliverable Type: Electronic File	**SOW Section(s):** 8.4 and 11.4.1
Deliverable Description: An electronic file, transmitted to the Contractor by DFS, containing Agency Transactions in the Payment Settlement File that were rejected by FLAIR.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $2,000 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted FLAIR Data Integration Plan.
Requirements: 1. The Solution shall receive from DFS, process, and store the Payment Settlement Error File. 2. Additional requirements for this Deliverable will be specified in the FLAIR Data Integration Plan. 3. The Contractor shall provide Error Resolution Procedures for the Payment Settlement Error File.	
Acceptance Criteria: 1. The Solution receives from DFS, processes, and stores the Payment Settlement Error File. 2. The Acceptance Criteria for this Deliverable will be specified in the FLAIR Data Integration Plan. 3. The Contractor provides Error Resolution Procedures for the Payment Settlement Error File.	

Title: Automated Clearing House (ACH) File	ID: 37
Date of Delivery: According to the Accepted FLAIR Data Integration Plan.	
Review Cycle: According to the Accepted FLAIR Data Integration Plan.	
Deliverable Type: Electronic File	**SOW Section(s):** 8.4 and 11.5
Deliverable Description: An electronic file, produced by FLAIR and transmitted to the State's treasury provider by DFS, which contains payment information and is used to settle account balances with the Contractor.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $1,000 if the State rejects a resubmitted deliverable.	**Correction Period** According to the Accepted FLAIR Data Integration Plan.
Requirements: 1. The Contractor shall receive from DFS, process, and store the ACH File as payment against each Agency Corporate Account's outstanding balance. 2. Additional requirements for this Deliverable will be specified in the FLAIR Data Integration Plan. 3. The Contractor shall provide Error Resolution Procedures for the ACH File.	
Acceptance Criteria: 1. The Contractor receives from DFS, processes, and stores the ACH File as payment against each Agency Corporate Account's outstanding balance. 2. The Acceptance Criteria for this Deliverable will be specified in the FLAIR Data Integration Plan. 3. The Contractor provides Error Resolution Procedures for the ACH File.	

Title: Charge Data File	ID: 38
Date of Delivery: According to the Accepted FLAIR Data Integration Plan.	
Review Cycle: According to the Accepted FLAIR Data Integration Plan.	
Deliverable Type: Electronic File	**SOW Section(s):** 8.4 and 11.6
Deliverable Description: An electronic file containing line item level detail of all Agency transactions. The Charge Data File includes payment card industry standard Level 3 data, when available.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $1,000 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted FLAIR Data Integration Plan.
Requirements: 1. The Contractor shall transmit the Charge Data File to the Information Warehouse on a mutually agreed upon regular basis. 2. The Charge Data File shall include data elements agreed upon by DFS and the Contractor. 3. The Charge Data File shall be transferred to the Information Warehouse in a manner allowing the Charge File to be electronically associated with the appropriate Scanned Images File data. 4. Additional requirements for this Deliverable will be specified in the FLAIR Data Integration Plan. 5. The Contractor shall provide Error Resolution Procedures for the Charge Data File.	
Acceptance Criteria: 1. The Contractor transmits the Charge Data File to the Information Warehouse on a mutually agreed upon regular basis. 2. The Charge Data File includes data elements agreed upon by DFS and the Contractor. 3. The Charge Data File is transferred to the Information Warehouse in a manner allowing the Charge File to be electronically associated with the appropriate Scanned Images File data. 4. Additional requirements for this Deliverable will be specified in the FLAIR Data Integration Plan. 5. The Contractor provides Error Resolution Procedures for the Charge Data File.	

Title: Scanned Images File	ID: 39
Date of Delivery: According to the Accepted FLAIR Data Integration Plan when functionality is available.	
Review Cycle: According to the Accepted FLAIR Data Integration Plan when functionality is available.	
Deliverable Type: Electronic File	**SOW Section(s):** 8.4 and 11.7
Deliverable Description: An electronic file containing all images electronically attached or associated to Agency Transactions processed through the Contractor's Solution.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $1,000 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted FLAIR Data Integration Plan when functionality is available.
Requirements: 1. The Contractor shall transmit the Scanned Images File to the Information Warehouse on a mutually agreed upon regular basis. 2. The Scanned Images File shall be transferred to the Information Warehouse in a manner allowing the Supporting Documentation containing a unique transaction ID in common with the appropriate Charge Data File data. 3. Additional requirements for this Deliverable will be specified in the FLAIR Data Integration Plan. 4. The Contractor shall provide Error Resolution Procedures for the Scanned Images File, when functionality is available.	
Acceptance Criteria: 1. The Contractor transmits the Scanned Images File to the Information Warehouse on a mutually agreed upon regular basis. 2. The Scanned Images File is transferred to the Information Warehouse in a manner allowing the Supporting Documentation containing a unique transaction ID in common with the appropriate Charge Data File data. 3. Additional requirements for this Deliverable will be specified in the FLAIR Data Integration Plan. 4. The Contractor provides Error Resolution Procedures for the Scanned Images File, when functionality is available.	

Title: Agency Enrollment Plan	ID: 40
Date of Delivery: Within 45 Business Days the FLAIR Data Integration Plan Acceptance	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 12.1.1, 12.2.1 – 12.4.2
Deliverable Description: A document detailing all tasks and providing a schedule for the completion of those tasks required to enroll and establish each Agency in the Program.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The Agency Enrollment Plan shall detail all aspects of Solution Deployment, including:
    a. The roll-out schedule for an Agency
    b. Tasks for setting up a Corporate Account number for each Agency
    c. Contact information and roles and responsibilities for all Contractor Program Support Staff
    d. Solution access set-up and testing
2. The Agency Enrollment Plan shall cover all aspects of Initial Agency User Training, including:
    a. The schedule, with dates and locations, for Program and Solution User Training
    b. Demonstration of the Solution, if requested by the Agency
    c. User Training in compliance with the requirements set forth in Section 7 of the SOW.
3. The Agency Enrollment Plan shall cover all aspects of Card Account Establishment, including:
    a. A list of tasks for Card Issuance prior to each Agency's transfer to the Program
    b. Program forms (electronic access)
    c. Customer Support for Card Account creation
    d. Customer Support for Card Account Transaction & Charge Limits
    e. Customer Support for Card Account Merchant Category Restrictions
    f. Card Account issuance options
    g. Card Production & Issuance
    h. Card Account Activation
4. The Agency Enrollment Plan shall provide the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for Agency Enrollment.

Acceptance Criteria:

1. The Agency Enrollment Plan details all aspects of Solution Deployment, including:
    a. The roll-out schedule for an Agency
    b. Tasks for setting up a Corporate Account number for each Agency
    c. Contact information and roles and responsibilities for all Contractor Program Support Staff
    d. Solution access set-up and testing
2. The Agency Enrollment Plan details all aspects of Initial Agency User Training, including:
    a. The schedule, with dates and locations, for Program and Solution User Training
    b. Demonstration of the Solution, if requested by the Agency
    c. User Training in compliance with the requirements set forth in Section 7 of the SOW.
3. The Agency Enrollment Plan details all aspects of Card Account Establishment, including:
    a. A list of tasks for Card Issuance prior to each Agency's transfer to the Program
    b. Program forms (electronic access)
    c. Customer Support for Card Account creation
    d. Customer Support for Card Account Transaction & Charge Limits
    e. Customer Support for Card Account Merchant Category Restrictions
    f. Card Account issuance options
    g. Card Production & Issuance
    h. Card Account Activation
4. The Agency Enrollment Plan contains the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for Agency Enrollment.

Title: Agency Enrollment	ID: 41
Date of Delivery: According to the Accepted Agency Enrollment Plan.	
Review Cycle: According to the Accepted Agency Enrollment Plan.	
Deliverable Type: Service	**SOW Section(s):** 12.1.2
Deliverable Description: The process of the Contractor enrolling an Agency in the Program.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $1,000 if the State rejects a resubmitted deliverable.	**Correction Period:** According to the Accepted Agency Enrollment Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the Agency Enrollment Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable is found in the Agency Enrollment Plan.	

Title: OEU Program Implementation Plan	ID: 42
Date of Delivery: Within 60 Business Days of the PMO's Acceptance of the Project Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 13.1.1 - 13.1.6
Deliverable Description: A document that details all steps and requirements necessary to set up an OEU in the Program.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The OEU Program Implementation Plan shall contain comprehensive information detailing all steps and tasks required to enroll an OEU in the program, and all options that OEUs have under the Contract, including the Date of Delivery, Review Cycle, Requirements, and Acceptance Criteria of Implementation.
2. The Contractor shall create the OEU Program Implementation Plan to accommodate both:
    a. Initial Deployment of Solution and Services to current OEUs
    b. Ongoing Deployment of Solution and Services to future OEUs
3. The OEU Program Implementation Plan shall cover all aspects of User Training that the Contractor will provide to OEUs who elect to participate in the Program, both present and future, including:
    a. Demonstration and Pilot, if requested by the OEU
    b. Sample instructional guidebooks
    c. Contractor's Guidelines (Policies and Procedures)
    d. Contractor provided training materials (electronic access)
4. The OEU Program Implementation Plan shall cover all aspects of Solution Deployment to OEUs who elect to participate in the Program, both present and future, including:
    a. The roll-out schedule for OEUs
    b. The schedule, with dates and locations, for program and technology solution training
    c. Tasks for setting up a corporate account number for OEU
    d. Tasks for mapping the Solution to interface with OEU accounting system(s)
    e. A list of tasks for card issuance prior to each OEU's transfer to the Program
5. The OEU Program Implementation Plan shall cover all aspects of Card Issuance, including:
    a. Program forms (electronic access)
    b. Testing Card controls and issuance options
    c. Card Account set-up
    d. Card Account production and distribution
    e. Card Account activation
    f. Account follow-up

Acceptance Criteria:

1. The OEU Program Implementation Plan contains comprehensive information detailing all steps and tasks required to enroll an OEU in the program, and all options that OEUs have under the Contract, including the Date of Delivery, Review Cycle, Requirements, and Acceptance Criteria of Implementation.
2. The Contractor creates the OEU Program Implementation Plan to accommodate both:
    a. Initial Deployment of Solution and Services to current OEUs
    b. Ongoing Deployment of Solution and Services to future OEUs
3. The OEU Program Implementation Plan covers all aspects of User Training that the Contractor will provide to OEUs who elect to participate in the Program, both present and future, including:
    a. Demonstration and Pilot, if requested by the OEU
    b. Sample instructional guidebooks
    c. Contractor's Guidelines (Policies and Procedures)
    d. Contractor's training materials (electronic access)
4. The OEU Program Implementation Plan covers all aspects of Solution Deployment to OEUs who elect to participate in the Program, both present and future, including:
    a. The roll-out schedule for OEUs
    b. The schedule, with dates and locations, for program and technology solution training
    c. Tasks for setting up a corporate account number for each OEU
    d. Tasks for mapping the Solution to interface with OEU accounting system(s)
    e. A list of tasks for card issuance prior to each OEU's transfer to the Program
5. The OEU Program Implementation Plan covers all aspects of Card Issuance, including:
    a. Program forms (electronic)
    b. Testing Card controls and issuance options
    c. Card Account set-up
    d. Card Account production and distribution
    e. Card Account activation
    f. Account follow-up

Title: OEU Program Implementation	ID: 43
Date of Delivery: According to the Accepted OEU Program Implementation Plan.	
Review Cycle: According to the Accepted OEU Program Implementation Plan.	
Deliverable Type: Service	**SOW Section(s):** 13.1.7
Deliverable Description: In cooperation with the appropriate participating OEU, the Contractor shall implement the OEU Implementation Plan and begin providing the OEU Program Implementation Services to the participating OEU.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** According to the Accepted OEU Program Implementation Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the OEU Implementation Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable will be specified in the OEU Implementation Plan.	

Title: OEU Program Operation Plan	ID: 44
Date of Delivery: Within 90 Business Days of the PMO's Acceptance of the Project Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 14.1.1 - 14.1.2
Deliverable Description: A document that details all aspects of the OEU Program Operation.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The OEU Program Operation Plan shall:
    a. Outline the ongoing work and activities required to operate the offered Solution and Services after the Implementation Phase, including the Date of Delivery, Review Cycle, Requirements, and Acceptance Criteria of Operation Services.
    b. Provide periodic schedules to monitor the work and activities outlined.
    c. Provide adequate staffing to ensure uninterrupted operation of the Solution and Services.
    d. Provide tasks to ensure effective and efficient communication during the Operation Phase.

Acceptance Criteria:

1. The OEU Program Operation Plan contains:
    a. An outline of the ongoing work and activities required to operate the offered Solution and Services after the Implementation Phase, including the Date of Delivery, Review Cycle, Requirements, and Acceptance Criteria of Operation Services.
    b. Periodic schedules to monitor the work and activities outlined.
    c. Adequate staffing to ensure uninterrupted operation of the Solution and Services.
    d. Tasks to ensure effective and efficient communication during the Operation Phase.

Title: OEU Program Operation	ID: 45
Date of Delivery: According to the Accepted OEU Program Operation Plan.	
Review Cycle: According to the Accepted OEU Program Operation Plan.	
Deliverable Type: Service	**SOW Section(s):** 14.1.3 – 14.2.1
Deliverable Description: In cooperation with the appropriate participating OEU, the Contractor shall implement the OEU Program Operation Plan and begin providing the OEU Program Operation Services to the participating OEU.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** According to the Accepted OEU Program Operation Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the OEU Program Operation Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable will be specified in the OEU Program Operation Plan.	

Title: OEU Program Transition Plan	ID: 46
Date of Delivery: Within 90 Business Days of the PMO's Acceptance of the Project Manager.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 15.1.1 - 15.1.2
Deliverable Description: A document that details all steps and requirements necessary to close-out an OEU's participation in the Program created under this Contract should any OEU elect to leave the Program or the Department elect to solicit for, and award, a Contract for the provision of the Services and Solution with a new vendor.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.

Requirements:

1. The OEU Program Transition Plan shall:
    a. Outline the work required to close out and reconcile the Services and Solution within a reasonable transition time period, including the Date of Delivery, Review Cycle, Requirements, and Acceptance Criteria of Transition Services.
    b. Outline the work required to reconcile and close all Card Accounts and each OEU's Corporate Account.
    c. Provide realistic timeframes to complete the work outlined and adequate staff to meet those timeframes.
    d. Provide tasks to ensure effective and efficient communication during the transition of services.

Acceptance Criteria:

1. The OEU Program Transition Plan contains:
    a. An outline of the work required to close out and reconcile the Services and Solution within a reasonable transition time period, including the Date of Delivery, Review Cycle, Requirements, and Acceptance Criteria of Transition Services.
    b. An outline of the work required to reconcile and close all Card Accounts and each OEU's Corporate Account.
    c. Realistic timeframes to complete the work outlined and adequate staff to meet those timeframes.
    d. Tasks to ensure effective and efficient communication during the transition of services.

Title: OEU Program Transition	ID: 47
Date of Delivery: Upon request of the OEU, and according to the Accepted OEU Program Transition Plan.	
Review Cycle: According to the Accepted OEU Program Transition Plan.	
Deliverable Type: Service	**SOW Section(s):** 15.1.4 – 15.2.1
Deliverable Description: In cooperation with the OEU, the Contractor shall implement the OEU Program Transition Plan and begin providing the Program Transition Services to the participating OEU.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** According to the Accepted OEU Program Transition Plan.
Requirements: 1. The Requirements for this Deliverable will be specified in the OEU Program Transition Plan.	
Acceptance Criteria: 1. The Acceptance Criteria for this Deliverable will be specified in the OEU Program Transition Plan.	

Title: Disputed Transaction Procedures	ID: 48
Date of Delivery: Within 45 Business Days of Contract execution.	
Review Cycle: Within 10 Business Days.	
Deliverable Type: Documentation	**SOW Section(s):** 8.3.1
Deliverable Description: A document that contains procedures for Disputed Transactions.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency.	**Correction Period:** Within 10 Business Days.
Requirements: 1. The Contractor, shall provide procedures for handling Disputed Transactions marked in the Solution by Eligible Users as 'Disputed'.	
Acceptance Criteria: 1. The Contractor, provides procedures for handling Disputed Transactions marked in the Solution by Eligible Users as 'Disputed'.	

Title: Solution Availability	ID: 49
Date of Delivery: Upon effective date of Contract.	
Review Cycle: Within 2 Business Days.	
Deliverable Type: Service	**SOW Section(s):** 17.1
Deliverable Description: The Solution shall be available for use by Eligible Users twenty-four (24) hours per day, seven (7) days a week, every day of the year, less scheduled maintenance.	
Non-Conformance Damages: The Contractor shall submit a Corrective Action Plan (CAP) if the State issues a Notice of Deficiency. The Contractor shall be assessed a Financial Consequence of $2,000 if the State rejects a resubmitted deliverable.	**Correction Period:** Within 2 Business Days.
Requirements: 1. The Solution shall be available at least 97% of the previous 12 months less scheduled maintenance. Unscheduled outages will be calculated as 31 minutes for the first minute beyond 30 of and by the minute for each fraction of a minute beyond 31 for the purposes of calculating Solution availability. 2. The Contractor shall provide notice of scheduled maintenance to the Contract Manager and Statewide Purchasing Card Administrator. 3. In the event that any portion of the Solution becomes inoperable or inaccessible to Eligible User(s), the Contractor or the Solution shall provide notice to the Statewide Purchasing Card Administrator as soon as reasonable.	
Acceptance Criteria: 1. The Solution is available at least 97% of the previous 12 months less scheduled maintenance. Unscheduled outages are calculated as 31 minutes for the first minute beyond 30 of and by the minute for each fraction of a minute beyond 31 for the purposes of calculating Solution availability. 2. The Contractor provides notice of scheduled downtime to the Contract Manager and Statewide Purchasing Card Administrator. 3. In the event that any portion of the Solution becomes inoperable or inaccessible to Eligible User(s), the Contractor or the Solution provides notice to the Statewide Purchasing Card Administrator as soon as reasonable.	

Exhibit F

State of Florida Purchasing Card Program
Eligible User Agreement

In accordance with State Term Contract No. 84121500-15-01

The State of Florida Department of Management Services ("Department" or "DMS") has agreed that State Agencies and local government entities in the State of Florida (each an "Eligible User") may utilize the purchasing card program of the State of Florida ("Purchasing Card Program") as the basis for establishing a purchasing card program with an Eligible User.

This Eligible User Agreement (the "Agreement") is entered into by Lee County Board of County Commissioners (the "Eligible User") and Bank of America (the "Contractor") as of the date last signed by the parties (the "Effective Date"). By signing this Agreement, the Eligible User requests, and the Contractor agrees to provide to the Eligible User, the corporate purchasing card services set forth in State Term Contract number 84121500-15-01. Incorporated documents do not negate the provision of the Contract. Any product, service or maintenance provisions that do not comply with Florida law or require an Eligible User to indemnify the Contractor are invalid. The Eligible User and the Contractor agree as follows:

A. All defined terms in the Contract apply to this Eligible User Agreement.

B. By signing this Eligible User Agreement, the Eligible User and the Contractor agree to be bound by the terms of this Eligible User Agreement and the Contract in the performance of their obligations. By signing below, the Eligible User represents that a copy of the Contract has been provided or made available to it.

C. With regard to Eligible User participation, the following applies:

1. Eligible User Warranties.

The Eligible User represents and warrants to the Contractor that:

1.1 it is an Eligible User, as defined under the Contract;

1.2 it is contracting for purchasing card services with the Contractor, and its performance of its obligations under this Agreement and the Contract will not violate any law, regulation, judgment, decree or order applicable to it; and

1.3 it desires to utilize the Purchasing Card Program ("Program") of the Department as the basis for establishing a purchasing card program.

The Eligible User acknowledges and agrees that, notwithstanding anything to the contrary in the Contract, the Contractor will provide the Department and DFS with access to the following information: (i) Eligible User's name and agreement to the provisions of the Contract and the Agreement; (ii) data related to the Eligible User's Cardholder Transactions and use of the purchasing card program; and (iii) amount of rebate paid by the Contractor to the Eligible User under the Program.

2. Contractor's Obligations.

2.1 Card Accounts. The Contractor will open Card Accounts, upon the Eligible User's request, which Cardholders may use to conduct Transactions for the Eligible User's business. All Transactions made on a Card Account are considered authorized by the Eligible User unless the Contractor receives, and has had a reasonable period of time to act upon, written notice from the Eligible User that the Cardholder is no longer authorized to use the Card or the Card Account.

At the Eligible User's request, the Contractor may also establish a Cardless Account. If an OEU so requests, the Contractor will provide to the Cardholder, at the address the OEU specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account.

2.2 External Fraud. The Contractor will assume the financial liability for all external fraud if the Eligible User or Cardholder has not authorized or participated in the specific Transaction. If there is internal fraud or collusion, the Contractor will deliver misuse insurance provided by the card network to help the Eligible User with recovery from card networks.

3. Eligible User's Obligations.

3.1 The Eligible User shall use each Card Account solely for business purposes, and shall pay according to section 13, Exhibit C, Special Contract Conditions, for each Transaction, regardless of its purpose or whether the Eligible User signed a sales draft or received a receipt.

3.2 The Eligible User represents and warrants to the Contractor that each Cardholder is a current employee, or for OEU's, an employee or agent of the OEU. If a Cardholder ceases to be the Eligible User's employee or agent, the Eligible User must provide notice as soon as practicable and destroy or return to the Contractor as soon as practicable the Card allocated to that Cardholder.

3.3 The Eligible User will promptly furnish such financial and other information as the Contractor requests for the purpose of reviewing the Eligible User's ability to perform the Eligible User's obligations to the Contractor. Notwithstanding the foregoing, the financial information for State Agencies is located at: http://www.myfloridacfo.com/aadir/statewide_financial_reporting/index.htm. The Eligible User represents and warrants that all information about the Eligible User, its employees, and agents is accurate and sufficiently complete to give the Contractor accurate knowledge of the Eligible User's financial condition.

3.4 The Eligible User and each Cardholder will check to ensure that the information on each new Card is correct, and the Eligible User will contact the Contractor if there is an error.

3.5 The Statewide Purchasing Card Administrator or OEU Eligible User must give Contractor prompt written notice of any addition, deletion or change of its Purchasing Card Administrator.

3.6 The Eligible User is responsible for maintaining the security of its data outside the Contractor's or Contractor's vendors' systems. The Contractor is responsible for maintaining the security of the Eligible User's data on the Contractor's or Contractor's vendors' systems.

3.7 Compliance with Law. The Eligible User must comply, and ensure that its Cardholders and Transactions comply with all laws to which the Eligible User, the Cardholder or the Transaction may be subject, including all AML/Sanctions Laws. The Eligible User must provide all notifications or information necessary to allow the Contractor to comply with obligations under any AML/Sanctions Laws, including (if necessary) providing any information required to establish and verify the identity and background of any Cardholder. The Eligible User represents and warrants to the Contractor that the performance of its obligations will not violate any law or facilitate illegal transactions.

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

3.9 Credit Limit. The Contractor will establish one total credit limit for all Card Accounts issued to the Eligible User and all of its Cardholders. The Eligible User shall determine an individual credit limit for each Cardholder Account which is part of any of its Card Accounts issued to the Eligible User and all of its Cardholders. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Eligible User and all of its Cardholders. However, this will not increase the total credit limit. Upon the Eligible User's request and if approved by the Contractor, the Contractor may increase the total credit limit or any individual limit. The Contractor may decrease the total credit limit or any individual limit in its reasonable discretion with notification to the Eligible User as soon as practicable, but in no event later than the same date as the decrease.

3.10 Transactions Exceeding the Credit Limit. The Eligible User agrees not to incur obligations which would cause the total credit limit for all Card Accounts to be exceeded. The Contractor will make available online tools and standard reporting to monitor cardholder activity. If the Eligible User exceeds the total credit limit for all Card Accounts, the Contractor may refuse any Transactions on all Card Accounts. The Contractor also may require the entire balance owing on the most recent Billing Statement to be immediately due and payable before further use of Card Accounts. If the Eligible User's individual Card limit is exceeded and that individual Cardholder Account is individually billed, the Contractor may (i) refuse any Transactions applicable to that Cardholder Account until a payment is made to reduce the balance below the individual Cardholder's credit limit or until the Eligible User increases that Cardholder's credit limit; and (ii) charge the Eligible User a fee as set in the Schedule of Charges in Exhibit H.

3.11 Currency Conversion. If an Eligible User or its Cardholders 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.

3.12 International Transaction Fee. The Contractor 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 in the Schedule of Charges in Exhibits G and H.

4. Disputes with Merchants and Suppliers.

4.1 Disputes with Merchants and Suppliers. The Contractor 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. If the Eligible User has any questions, problems or disputes concerning the quality of any goods or services purchased using a Card Account or Card, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, the Eligible User must contact the Merchant or Supplier directly. The Eligible User may not rely on any claim or dispute concerning the purchase of goods or services using a Card Account or Card as a reason to avoid the Eligible User's payment obligations under the Contract. Notwithstanding the foregoing, when the Contractor processes any request for a Transaction refund through a card network on the Eligible User's behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, the Eligible User agrees that, in a dispute with a Merchant or Supplier, the Contractor will be subrogated to the Eligible User's rights and each Cardholder's rights against the Merchant or Supplier and the Eligible User will assign (and cause the Cardholder to assign) to the Contractor the right to assert a billing error against the Merchant or Supplier. The Eligible User will, and will cause the Cardholder to, do whatever is necessary to enable the Contractor to exercise those rights. The Contractor may reverse from any Card Account any Transactions relating to the dispute.

4.2 Authorization for Transactions. A Merchant or Supplier may seek prior authorization from the Contractor before completing a Transaction. If the Eligible User advises the Contractor in writing that the Eligible User desires to restrict Transactions to Merchants falling within certain categories the Contractor designates, to the extent consistent with the Statement of Work and the Contract, the Contractor will take reasonable steps to prevent authorization of Transactions from other types of Merchants. The Contractor, however, will not be liable to the Eligible User if Merchants or suppliers nonetheless accept a Card for other types of Transactions, or if authorization for a Transaction is not given. The Contractor may also refrain from authorizing a Transaction for any reason in the Contractor's reasonable discretion.

4.3 Forms of Consent. If a Transaction is made using a Card or a Card Account number, the Eligible User needs to consent to the Transaction (whether by a Cardholder giving consent or

otherwise) so that the Contractor can make sure that it is genuine. A Transaction can be consented to by:

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

The Contractor may deem Transactions which have not been consented to in one of the above manners to be unauthorized and the Contractor may decline to process such Transactions. This is in addition to any other rights the Contractor has to decline Transactions according to Eligible User Agreement Sections 4, 5.1, or 5.2 (disputes, authorizations and Unauthorized Use).

5. Lost or Stolen Cards; Unauthorized Use.

5.1 Authorization Denials. The Contractor may refrain from authorizing any Transaction:

i. if the Contractor suspects that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
ii. if the Contractor suspects that the Transaction constitutes or might constitute Unauthorized Use as defined in Section (3)(yyy), Exhibit A, Definitions; or
iii. if to authorize that Transaction would cause the Contractor to breach any law (including any AML/Sanctions Laws by which the Contractor must abide).

5.2 Failure to Authorize. Subject to applicable law, the Contractor will not be liable to the Eligible User if the Contractor fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, the Eligible User may seek, and the Contractor will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

5.3 Reporting a Loss, Theft or Unauthorized Use; Assisting with Investigations. In the event of a possible loss or theft of a card, or Card Account or possible Unauthorized Use, the Eligible User will give the Contractor notice as provided in section 10.6, Exhibit D, Statement of Work, or using the Solution. The Eligible User agrees to give the Contractor this notice as soon as reasonable after discovery of the known or suspected loss or theft or Unauthorized Use. If notice is provided and the Eligible User assists the Contractor in investigating the loss, theft or possible Unauthorized Use, then the Eligible User will not be liable for Transactions resulting from Unauthorized Use. If the Contractor has issued fewer than ten Card Accounts to the Eligible User, the Eligible User's liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, or Card Account and whose use does not result in a direct or indirect benefit to the Eligible User, will not exceed $50 on each Card.

6. License to Use the Eligible User's Marks.

Upon the Eligible User's request, the Contractor may place the Eligible User's trademark, trade name, service mark and/or designs ("Eligible User's Marks") on the Cards consistent with

section 10, Exhibit D, Statement of Work. The Eligible User will provide the graphics to the Contractor in sufficient time to allow for review and approval by the Contractor and, if necessary, the respective card network. The Eligible User or the State, as applicable, grants to the Contractor a non-exclusive license to use, during the term of the service, Eligible User's Marks on the Cards.

7. Convenience Checks.
In the event the Contractor provides Convenience Checks with regard to an OEU Card Account, the Convenience Checks may not be used to make payment on the Card Account. The Contractor 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 the OEU or the Cardholder.

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

8. Cardless Accounts; Accounts not in Name of Individual.
The Contractor may 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 if requested by the Eligible User. The Eligible User may provide the number associated with the Cardless Account to its Cardholders. The Eligible User agrees to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use. The Contractor will however assist the Eligible User with any disputed transaction as described in Section 4.

9. Statements and Payment.
For Eligible Users see section 13, Exhibit C, Special Contract Conditions. For OEUs, see Sections 9.1 – 9.5.

9.1 Issue of statements. The Contractor will provide to the Card Administrator, or other person the OEU designates in writing, 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 the OEU has requested a Card Account for travel and entertainment Transactions, the Contractor will provide, upon the OEU's request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which the OEU or the Cardholder provides to the

Contractor. The OEU agrees that the Contractor may provide Billing Statements or make Billing Statements available by electronic means, including by way of electronic mail or a Website.

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

9.3 Payment of statement amount. The OEU will pay, or ensure that the relevant Cardholder pays on the OEU's behalf, to the Contractor the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the statement. If the Contractor does not receive payment in full by the specified due date, in addition to its other rights, the Contractor may assess a late fee and finance charge as set in the Schedule of Charges for the OEU in Exhibit H. The OEU has no right to defer any payment due on any Card Account. For the avoidance of doubt, if individual billing applies, the Contractor will collect from the OEU for any amount due which is not paid by a Cardholder.

9.4 Service fees. The OEU will pay the Contractor for a Service set in the Schedule of Charges in Exhibit H.

9.5 Account identification. If an OEU or any Cardholder makes any payment to the Contractor in connection with a Card Account, it must, or ensure that the Cardholder must, at the same time provide the Contractor with either the account number or the Card number. The Contractor shall not be liable for any delay in crediting any such payment or recording any Transaction, where this information is not provided to the Contractor in accordance with this Section 9.5.

10. Termination.

10.1 All terminations are contingent on written notice. The following events may be the basis for termination for default:

10.1.1 If an Eligible User fails to pay when due undisputed charges totaling at least two months' charges under the Contract and fails to make such payment within fifteen (15) days after receipt of written notice of non-payment from the Contractor referencing this section, and stating that the Contractor intends to terminate the Eligible User Agreement for nonpayment, then the Contractor may terminate the Agreement as of the date specified by the Contractor in a separate written notice of termination. This notice is contingent on prior completion of a dispute resolution process between the parties.

10.1.2 If an Eligible User fails to comply with any material law or regulation controlling its operation, including AML or Sanctions Law, the Contractor has the right to file a notice of termination immediately, which notice shall specify the asserted non-compliance and attach supporting evidence.

10.1.3 If an Eligible User materially breaches any of the terms and conditions of this Agreement, and does not cure or commence a cure of the breach within 30 days of written notice, then the Contractor has the right to file an immediate notice of termination contingent on prior completion of a dispute resolution process between the parties.

10.2. If an Eligible User experiences a material adverse change in the Eligible User's financial condition and the Eligible User's ability to perform its obligations under the terms of the Eligible User Agreement are negatively impacted, then the Contractor may terminate the specific Eligible User Agreement after providing written notice referencing this section and stating that the Contractor intends to terminate the Eligible User Agreement as of a date specified in the notice of termination. This notice is contingent on prior completion of a dispute resolution process between the parties.

10.3 Upon any termination of an Eligible User Agreement, the Eligible User will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards. The Eligible User's responsibility to pay for all undisputed Transactions regarding each Card Account will continue until the Eligible User notifies the Contractor to close the Card Account or until the Eligible User pays for all Transactions entered into before the Contractor closes the Card Account to future use, whichever occurs later. The Contractor and the Eligible User shall settle all outstanding liabilities and all claims arising out of such termination. After termination, the Eligible User and all Cardholders will make no new Transactions on any Card Account. If, however, the Eligible User makes such Transactions, the Eligible User will be liable for each of them. These obligations will continue after a service the Eligible User is using has been terminated.

11. Receipts Imaging Service.

The OEU may elect to use the Contractor's receipts imaging service whereby the OEU will send copies of its transaction receipts, and the Contractor will electronically store those receipts (the "receipts imaging service"). It is the OEU's obligation to send the Contractor legible copies of transaction receipts. The OEU acknowledges and agrees that the Contractor will not review the transaction receipts and that the OEU is responsible for retaining the original receipts. The Contractor will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies the Contractor is not reasonably able to provide. Images will be made available to the OEU by website at such times as may be set forth in the applicable User Documentation or as otherwise established by the Contractor. There is no charge for this service.

12. Notices.

Any notice required or permitted to be given under this Eligible User Agreement or the Contract from one party to the other will be in writing and will be given and deemed to have been given when actually received, if hand delivered, delivered by telephonic facsimile transmission equipment and confirmed by telephone, with and original mailed or hand-delivered thereafter or

mailed by certified or registered mail with postage prepaid to the Party or their successor at the address specified as follows:

i. Eligible User: Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, FL 33902-0398

ii. Contractor: Bank of America
P.O. Box 28
Norfolk, VA 23510

For overnight delivery send to:
Bank of America
Commercial Card: Floor 11
3 Commercial Place
Norfolk, VA 23510

Routine notices given by Contractor to the Eligible User, such as transaction details, changes in terms required by systems updates or payment card network changes and any reasonable notice required by the Contractor's licenses or schedules, may be delivered by electronic mail to the address provided by the Eligible User. Either party may change the address to which notices are to be delivered by giving to the other party not less than ten (10) Business Days prior written notice thereof.

13. Information Security/Data Protection.
Data Security requirements are described in section 7, Exhibit C, Special Contract Conditions. The following are policies of the Contractor:

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

13.2 Security and Confidentiality. The Contractor maintains an information security policy that: contains appropriate administrative, technical, and physical safeguards designed to protect against Information Security Events; conforms as required to the requirements of applicable data protection laws; and sets forth policies and procedures that are consistent with, to the extent applicable to the Services, PCI DSS standards, the card networks' rules and regulations; and Financial Services Industry Best Practices.

13.3 Organizational Security. All information is stored in the United States for programs in the United States and Canada.

13.4 Human Resources Security. The Contractor takes reasonable steps to ensure that its Workforce is aware of their obligations in the provision of the Services and applicable data protection laws, including that any unauthorized processing or disclosure of the Personal Data may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to Personal Data, the Workforce and any Extended Workforce will receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of the Contractor's Workforce with access to the Contractor's Information Processing System(s) or media containing Personal Data are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function.

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

13.6 Information Security Event Management. The Contractor maintains an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, the Contractor will:

Provide Eligible User prompt, but in no event later than two (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by the Contractor as part of its standard incident response process that involves, or which the Contractor reasonably believes involves, the unauthorized access, use or disclosure of Eligible User's Personal Data.

Such notice shall, to the extent the Contractor is legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by the Contractor, if known at that time. The Contractor will promptly take all corrective action deemed necessary or appropriate by the Contractor at no additional charge to the Eligible User.

13.7 Security Assessments. The Contractor permits the Eligible User's representatives to perform one annual on-site or written assessment of the security controls used at the Contractor's data processing and business facilities. Also such assessment may be requested after an Information Security Event. Such assessments will be performed during regular business hours, at a date and time agreed to by both Parties, and will not require access to Information Processing System(s). Such assessments will be subject to the Contractor's security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

The Contractor scans internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server,

application and database scanning tools) at a minimum once per month and perform mitigations that the Contractor deems appropriate to address issues identified.

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

Exhibit F

IN WITNESS WHEREOF, the parties hereby execute this Eligible User Agreement as of the Effective Date.

Lee County Board of County Commissioners	**Bank of America, N.A.**
Eligible User	
Signature: Brian Hamman	**Signature:** Sherry A Burd
Name: BRIAN HAMMAN	**Name:** Sherry Burd
Title: Chair	**Title:** Senior Vice President
Date: 8/21/19	**Date:** 8/8/2019

Approved as to Form for the Reliance of Lee County Only

By: Aidan Fraser
Office of the County Attorney

State of Florida
Sarasota County
On this 8th day of August 2019 the foregoing instrument was signed & acknowledged before me & presented a FLDL.

Michelle Guadarrama

MICHELLE GUADARRAMA
Notary Public, State of Florida
Commission# GG 1073
My comm. expires July 2, 2020

EXHIBIT H

Schedule of Fees, Charges and Rebates

Other Eligible Users

EXHIBIT H

I. GENERAL PRODUCT FEES AND CHARGES

General Fees	
Annual Card Fee	Waived
Logo Fee:	Fee Waived
Unique Custom Design Fee	As quoted
Return Payment Fee	Waived
International Transaction Fee	2% of USD amount*
Expedited Card Delivery Fee	➢ U.S. Mail/Bulk Mail (Default)=No Fee ➢ Overnight=$35.00
Overlimit Fee	Waived
Corporate Billed Fees	
Late Fee (assessed 3 days after cycle date when account is past due) *(Assessed as a % of the past due amount for the current month's charges and any unpaid balances)*	Pursuant to Section 218.70-218.80, Florida Statutes
Cash Advance Fee	2.5% of transaction amt ($5 min/no max)
Individual Billed Fees	
Late Fee (assessed 3 days after due date when account is past due)	Pursuant to Section 218.70-218.80, Florida Statutes
Cash Advance Fee	2.5% of transaction amt ($5 min/no max)

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

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 2% fee to the U.S. dollar amount of any transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

II. ELECTRONIC PRODUCTS SCHEDULE OF FEES AND CHARGES

Reporting and Data	
Works	Fee Waived
Payment Center	Fee Waived
Data File Feeds To Customers / Third Parties: • Statement Billing File • EDI 811 • Visa Commercial Format (VCF) • MC Commercial Data Format (CDF) • 1099 & Socioeconomic Reporting	Fee Waived
Visa Intellilink	$4,166

END OF SCHEDULES I AND II

EXHIBIT H

III. US SCHEDULE OF REBATES

(Cycle and Grace Days)

REBATE DEFINITIONS

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

"Calculation Period" means the twelve (12) month period commencing on the first day of the month after Bank receives a fully executed original of the Agreement and thereafter, each subsequent twelve (12) month period.

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

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

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

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

"Rebate Multiplier" means the multiplier corresponding to the Standard Transactions volume, Cycle Days and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table below.

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

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

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

REBATE CONDITIONS

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

i. **Other Eligible User and Participant pay Bank the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and**
ii. **Other Eligible User and Participant complied with terms in this Agreement; and**
iii. **Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and**
iv. **The Agreement has not been terminated by either party prior to the completion of a rebate calculation period.**
v. **The four conditions above, together being the "Rebate Conditions".**

EXHIBIT H

REBATE CALCULATION AND PAYMENT

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank will pay a rebate to Other Eligible User, which shall be calculated at the end of the Calculation Period in accordance with the Standard Transactions Rebate Multiplier Table and using the following equation:

((Transaction Volume for Standard Transactions x Rebate Multiplier) + (Transaction Volume for Large Ticket Interchange Transactions x LTI Rebate Multiplier) – Total Credit Losses

The Standard Transactions rebate multiplier will be determined based on the Calculation Period cumulative total of all Standard Transactions volume.

Payment of any rebate will be made by ACH credit or other means determined by Bank, within ninety (90) days following the end of the Calculation Period.

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

OEU Annual Spend ($)	Basis Points to OEU
1,000,000 - 3,499,999	110 basis points*
3,500,000 - 9,999,999	145 basis points*
10,000,000 - 17,999,999	165 basis points*
18,000,000 - 24,999,999	168 basis points*
25,000,000 - 39,999,999	170 basis points*
40,000,000+	171 basis points*
OEU earns on LTI spend	55 basis points
*Based on a 30/14 cycle and grace. • For a 30/25 cycle and grace, reduce basis points by 6 points. • For OEU program spend exceeding $10 million, faster speeds of pay are available: o For a 30/7 cycle and grace, add 3 basis points. o For a 14/7 cycle and grace, add 5 basis points.	

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

EXHIBIT H

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

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

END OF US SCHEDULE III

EXHIBIT H

IV. ACKNOWLEDGEMENT

By signature of an authorized representative(s), you agree to the terms and conditions of this Schedule of Fees and Charges presented herein. This form must be signed in ink by an authorized representative(s) and submitted with the original signature to your Bank representative.

OTHER ELIGIBLE USER

[OTHER ELIGIBLE USER NAME]

By: Brian Hamman
(Signature)

Name: BRIAN HAMMAN
(Print or Type)

Title: Chair
(Print or Type)

Date: 8/21/19

Approved as to Form for the
Reliance of Lee County Only

By: Andrea Fraser
Office of the County Attorney

Effective Date: 08/23/2019

Bank of America, N.A

By: Sherry aBurd
(Signature)

Name: Sherry Burd
(Print or Type)

Title: Senior Vice President
(Print or Type)

Date: 8/8/2019

State of Florida
County of Sarasota
The foregoing instrument was signed and acknowledged before me this 8th day of August 2019 who presented a FLDL as identification.

Michelle Quadarrama

NOTARY PUBLIC
MICHELLE QUADARRAMA
Notary Public, State of Florida
Commission# GG 1073
My comm. expires July 2, 2020

CERTIFICATE OF ASSISTANT SECRETARY
OF
BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Christine Costamagna, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. The following person has been duly elected or appointed and has duly qualified as an officer of the Association and she holds the office set forth opposite her name:

Sherry Burd	Senior Vice President

2. The following is a true and complete copy of an excerpt from the Bylaws of the Association, and the same is in full force and effect as of the date hereof:

> **Section 5.2. Execution of Instruments.** All indentures, mortgages, deeds, conveyances, contracts, notes, loan documents, letters of credit, master agreements, swap agreements, guarantees, discharges, releases, satisfactions, settlements, affidavits, bonds, undertakings, powers of attorney, and other instruments or contracts may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Association by the Chairman of the Board, the Chief Executive Officer, the President, any Vice Chairman of the Board, any Division President, any Managing Director, any Director (as described in Section 4.7 of these Bylaws), any Principal, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Officer, or any individual who is listed on the Association's personnel records in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors, the Chief Executive Officer or any officer reporting directly to the Chief Executive Officer may direct in a written delegation kept in the minute book of the Association. The provisions of this Section 5.2 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

IN WITNESS WHEREOF, I have hereunto signed my name on this 25th day of July, 2019.

BANK OF AMERICA, NATIONAL ASSOCIATION

By: Christine Costamagna
Christine Costamagna
Assistant Secretary