

AMENDMENT NO.: 1
Purchasing Card Services
State Term Contract No.: 84121500-15-01

This Amendment No. 1 ("Amendment"), effective as of March 25, 2016, to State Term Contract No. 84121500-15-01 ("Contract"), is between the State of Florida, Department of Management Services ("Department") and Bank of America, N.A. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to provide Purchasing Card Services: and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section VI. "Amendments" of the Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. The Contract is amended to revise the following deliverables contained in Exhibit E: Schedule of Deliverables:

- a. ID: 2 - Agency Program Implementation Plan, Date of Delivery
- b. ID: 40 - Agency Enrollment Plan, Date of Delivery

Amended versions of these deliverables are appended to this Amendment No. 1 as Attachments 1 and 2. Deletions are struck through and additions are underlined and bolded.


II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

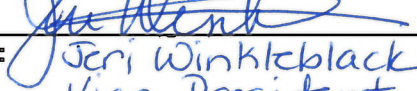
III. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,
Department of Management Services

Contractor:
Bank of America, N.A.

By: 
Name: Erin Rock
Title: Deputy Secretary
Date: 3-21-16

By: 
Name: Jeri Winkler
Title: Vice President
Date: 3-23-16

Title: Agency Program Implementation Plan		ID: 2
Date of Delivery: Within 30 Business Days of the PMO's Acceptance of the <u>Project Manager FLAIR Data Integration Plan</u> .		
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: <ol style="list-style-type: none"> 1. The Agency Program Implementation Plan shall: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 1. The Agency Program Implementation Plan contains: <ol style="list-style-type: none"> 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 Enrollment Plan		ID: 40
Date of Delivery: Within 45 <u>30</u> Business Days <u>of the PMO's Acceptance of the FLAIR Data Integration Plan Acceptance</u>		
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: <ol style="list-style-type: none"> 1. The Agency Enrollment Plan shall detail all aspects of Solution Deployment, including: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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.

AMENDMENT NO.: 2
Purchasing Card Services
State Term Contract No.: 84121500-15-01

This Amendment No. 2 ("Amendment"), effective as of May 12, 2016, to State Term Contract No. 84121500-15-01 ("Contract"), is between the State of Florida, Department of Management Services ("Department") and Bank of America, N.A. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to provide Purchasing Card Services; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section VI. "Amendments" of the Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. The Contract is amended to revise the following deliverable contained in Exhibit E: Schedule of Deliverables:

a. ID: 32 – FLAIR Data Integration Plan, Date of Delivery

Amended version of this deliverable is appended to this Amendment No. 2 as Attachment 1. Deletions are struck through and additions are underlined and bolded.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,
Department of Management Services

Contractor:
Bank of America, N.A.

By: *Ben Wolf*
Name: **Ben Wolf**
Title: **Chief of Staff**
Date: **5/18/16**

By: *Jeri Winkler*
Name: **Jeri Winkler**
Title: **Vice President**
Date: **5/26/16**

Title: FLAIR Data Integration Plan		ID: 32
Date of Delivery: Within 60 Days of the PMO's Acceptance of the Project Manager. <u>Due on or before October 12, 2016.</u>		
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: <ol style="list-style-type: none"> The FLAIR Data Integration Plan shall include the formats and specifications for the following files: <ol style="list-style-type: none"> FLAIR Data Validation File Payment Settlement File Payment Settlement Error File Automated Clearing House (ACH) File Charge Data File Scanned Images File (when functionality is available) The FLAIR Data Integration Plan shall also: <ol style="list-style-type: none"> Provide a schedule for the FLAIR Data Integration. 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. Provide realistic timeframes to complete the work outlined. Provide adequate staff to meet those timeframes. Provide tasks to ensure effective and efficient communication during the implementation and deployment of the Services and Solution to all Agencies. The FLAIR Data Integration Plan shall provide the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for FLAIR Data Integration. When new functionality is available or if Section 11.9, Statement of Work, is triggered, the FLAIR Data Integration Plan shall be updated. 		

AMENDMENT NO.: 3
Purchasing Card Services
State Term Contract No.: 84121500-15-01

This Amendment No. 3 ("Amendment") to State Term Contract No. 84121500-15-01 ("Contract"), effective October 13, 2016, is between the State of Florida, Department of Management Services ("Department") and Bank of America, N.A. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above-referenced Contract to provide Purchasing Card Services; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section VI, "Amendments," of the Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. The Contract is amended to revise the following deliverable contained in Exhibit E: Schedule of Deliverables:

ID: 32 – FLAIR Data Integration Plan, Date of Delivery

The amended version of this deliverable is appended to this Amendment No. 3 as Attachment 1. Deletions are struck through and additions are underlined and bolded.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida,
Department of Management Services**

**Contractor:
Bank of America, N.A.**

By: 
Name: Debra Forbess
Title: Chief Financial & Admin. Officer

By: 
Name: Jeri Winkleblack
Title: Card Account Manager

Date: 12-8-16

Date: 12-1-16

Title: FLAIR Data Integration Plan		ID: 32
Date of Delivery: Within 60 Days of the PMO's Acceptance of the Project Manager. Due on or before October 12, 2016. <u>Due on March 31, 2017, or within 120 days after all necessary information is provided from the Department of Financial Services.</u>		
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: <ol style="list-style-type: none"> The FLAIR Data Integration Plan shall include the formats and specifications for the following files: <ol style="list-style-type: none"> FLAIR Data Validation File Payment Settlement File Payment Settlement Error File Automated Clearing House (ACH) File Charge Data File Scanned Images File (when functionality is available) The FLAIR Data Integration Plan shall also: <ol style="list-style-type: none"> Provide a schedule for the FLAIR Data Integration. 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. Provide realistic timeframes to complete the work outlined. Provide adequate staff to meet those timeframes. Provide tasks to ensure effective and efficient communication during the implementation and deployment of the Services and Solution to all Agencies. The FLAIR Data Integration Plan shall provide the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for FLAIR Data Integration. 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.

AMENDMENT NO.: 4
Purchasing Card Services
State Term Contract No.: 84121500-15-01

This Amendment No. 4 ("Amendment") to State Term Contract No. 84121500-15-01 ("Contract"), effective July 17, 2017 or on the last date upon which this contract is signed by all parties, whichever is later, is between the State of Florida, Department of Management Services ("Department") and Bank of America, N.A. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above-referenced Contract to provide Purchasing Card Services; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section VI, "Amendments," of the Contract; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment. The Contract is amended to revise the following deliverables contained in Exhibit E: Schedule of Deliverables:

ID: 2 – Agency Program Implementation Plan
ID: 26 – Program Performance Measures Report
ID: 40 – Agency Enrollment Plan

The amended version of the deliverables is appended to and incorporated in this Amendment No. 4. Deletions are struck through and additions are underlined and bolded.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

State of Florida,
Department of Management Services

Contractor:
Bank of America, N.A.

By: 
Name: David Zeckman
Title: Chief of Staff

By: 
Name: Jeri Winkleblack
Title: Card Account Manager

8/1/2017

AMENDMENT NO.: 4
Purchasing Card Services
State Term Contract No.: 84121500-15-01

Date:

Date:

Title: Agency Program Implementation Plan		ID: 2
Date of Delivery: Within 30 Business Days of the PMO's Acceptance of the Project Manager. Within 90 Business Days of the PMO's Acceptance of the FLAIR Data Integration Plan.		
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.		

AMENDMENT NO.: 4
Purchasing Card Services
State Term Contract No.: 84121500-15-01

Title: Program Performance Measures Report		ID: 26
Date of Delivery: As specified in the Statement of Work Section 16 requirements. <u>Within 60 Business Days of the PMO's Acceptance of D3: Agency Program Implementation.</u>		
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: <ol style="list-style-type: none">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: <ol style="list-style-type: none">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.		

AMENDMENT NO.: 4
Purchasing Card Services
State Term Contract No.: 84121500-15-01

Title: Agency Enrollment Plan		ID: 40
Date of Delivery: Within 45 Business Days of the FLAIR Data Integration Plan Acceptance. Within 90 Business Days of the PMO's Acceptance of the FLAIR Data Integration Plan.		
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: <ol style="list-style-type: none"> The Agency Enrollment Plan shall detail all aspects of Solution Deployment, including: <ol style="list-style-type: none"> The roll-out schedule for an Agency Tasks for setting up a Corporate Account number for each Agency Contact information and roles and responsibilities for all Contractor Program Support Staff Solution access set-up and testing The Agency Enrollment Plan shall cover all aspects of Initial Agency User Training, including: <ol style="list-style-type: none"> The schedule, with dates and locations, for Program and Solution User Training Demonstration of the Solution, if requested by the Agency User Training in compliance with the requirements set forth in Section 7 of the SOW. The Agency Enrollment Plan shall cover all aspects of Card Account Establishment, including: <ol style="list-style-type: none"> A list of tasks for Card Issuance prior to each Agency's transfer to the Program Program forms (electronic access) Customer Support for Card Account creation Customer Support for Card Account Transaction & Charge Limits Customer Support for Card Account Merchant Category Restrictions Card Account issuance options Card Production & Issuance Card Account Activation The Agency Enrollment Plan shall provide the Date(s) of Delivery, Review Cycle(s), Requirements, and Acceptance Criteria for Agency Enrollment. 		

AMENDMENT NO.: 4
Purchasing Card Services
State Term Contract No.: 84121500-15-01

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.