



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

| | | | | |
|---------------------|--|--------------------------------------|---------------------------|-------------------------------------|
| MEETING DATE | Aug 16 2016 10:15AM - Regular School Board Meeting | Special Order Request | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| ITEM No.: | AGENDA ITEM | Time | | |
| EE-10. | OPEN ITEMS | | | |
| | CATEGORY | | | |
| | EE. OFFICE OF STRATEGY & OPERATIONS | | | |
| | DEPARTMENT | Open Agenda | | |
| | Procurement & Warehousing Services | <input checked="" type="radio"/> Yes | <input type="radio"/> No | |

TITLE:
Piggyback Recommendation of \$500,000 or Less - 57-002V - Purchasing Card Services

REQUESTED ACTION:
Approve the recommendation for the above agreement. Contract Term: August 17, 2016, through January 4, 2021, 4 Years, 4 Months: User Department: Procurement & Warehousing Services; Award Amount: None; Awarded Vendor(s): Bank of America, N.A.; Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
The School Board of Broward County, Florida, School Board Policy 3320, Part II, Section M, permits the District to piggyback on contracts awarded by other city or county governmental agencies. This request is to piggyback the Florida Department of Management Services (DMS) contract for purchasing card services to simplify the purchase-to-pay process and improve efficiencies in payment of goods and services. A new contract from the Florida Department of Management Services # 84121500-15-01, Purchasing Card Services will replace the existing contract. A copy of the agreement between DMS and Bank of America, N.A. is available online at http://www.broward.k12.fl.us/supply/agenda/57-002V-DMS_PurchasingCardServices_Contract.pdf

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the District, as this is a revenue generating service.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement (3) PCard Purchases by Month

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

| SOURCE OF ADDITIONAL INFORMATION: | |
|-----------------------------------|---------------------|
| Name: Mary C. Coker | Phone: 754-321-0501 |
| Name: | Phone: |

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
8/8/2016, 4:03:27 PM

Approved In Open Board Meeting On: AUG 16 2016

By: *[Signature]*
School Board Chair

EXECUTIVE SUMMARY

Piggyback Recommendation of \$500,000 or Less 57-002V - Purchasing Card Services

This request is to approve the recommendation to piggyback from the Florida Department of Management Services' Contract 84121500-15-01 (Contract) awarded to Bank of America, N.A., for a period of five (5) years from January 5, 2016, to January 4, 2021. It is recommended that the District, in accordance with Section 6A-1.012 (5), F.A.C., and School Board Policy 3320, Part II, (M), be authorized to purchase under the Contract.

Bid 57-002V - Purchasing Card Services would be in effect for a period of approximately four (4) years, four (4) months from August 17, 2016, through January 4, 2021. The Purchasing Card program available through this Contract allows entities like ours to establish individual card limits and oversee cardholder usage. Furthermore, this Contract includes training for cardholders, administrators, supervisors, and finance and accounting personnel.

The current Bid 53-077V – Purchasing Card Services (latest contract), was a piggyback from the Polk County Board of Commissioners, which expired on January 22, 2015. With the latest contract, we received a rebate of 1.3 percent of our spend. With the new Contract, we will now receive a rebate of 1.7 percent. In addition to a competitive rebate structure, below is a list of other benefits we will receive:

- Nationally accepted platform (VISA).
- Provides convenience throughout the procurement process.
- Competitive rebate structure.
- Prorated structured rebate effective January 1, 2016.

Despite the fact that the latest contract is expired, the District still received the appropriate structured rebate of 1.3 percent or \$419,885.11. By agreeing to this Contract, rather than maintaining the current contract, this will represent an increase in revenues of 23.5 percent or \$98,673.00 based on last year's rebate. The rebate will be distributed to the general fund.

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 The School Board of Broward County, Florida (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.

Exhibit F

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.

Exhibit F

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.

Exhibit F

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

Exhibit F

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

Exhibit F

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

Exhibit F

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.

Exhibit F

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

Exhibit F

mailed by certified or registered mail with postage prepaid to the Party or their successor at the address specified as follows:

i. Eligible User: The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, FL 33351

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.

Exhibit F

IN WITNESS WHEREOF, the parties hereby execute this Eligible User Agreement as of the Effective Date.

The School Board of Broward County,
Florida

Bank of America, N.A.

Eligible User

Signature: _____

Signature: Sean Silverbush

Name: Click here to enter text.

Name: Sean Silverbush

Title: Click here to enter text.

Title: Vice President

Date: Click here to enter text.

Date: 7/29/16

STATE OF Florida

COUNTY OF Palm Beach

I, Melissa Corrales a notary public in and for said County in the State aforesaid, do hereby certify that Sean Silverbush personally known to me to be the same person whose name _____ subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he _____ signed sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal this 29th day of July, 2016

Melissa Corrales

Notary Public

Commission expires Sept 8, 2017

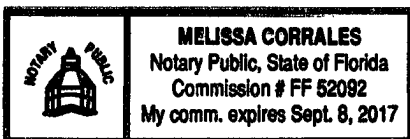
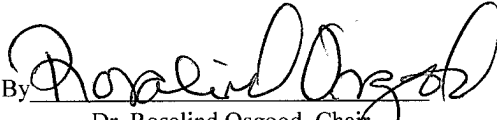


Exhibit F

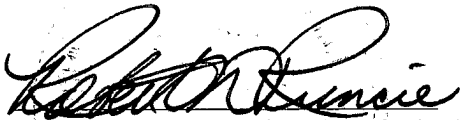
FOR ELIGIBLE USER

(Corporate Seal)

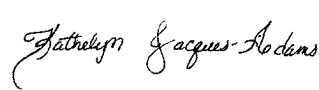
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Dr. Rosalind Osgood, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office
of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.07.28 15:03:04 -04'00'

Office of the General Counsel

Schedule of Fees, Charges and Rebates Other Eligible Users

Authorized initials: _____

Date: _____

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 | <ul style="list-style-type: none"> ➤ 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: | |
| <ul style="list-style-type: none"> • 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

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

Bank of America, N.A

The School Board of Broward County, Florida

[OTHER ELIGIBLE USER NAME]

By: _____

(Signature)

Click here to enter text.

Name: _____

(Print or Type)

Click here to enter text.

Title: _____

(Print or Type)

Click here to enter text.

Date: _____

By: _____

(Signature)

~~Jerri Winkler~~

Name: _____

(Print or Type)

Vice President

Title: _____

(Print or Type)

Date: 7/29/16

STATE OF Florida

COUNTY OF Palm Beach

I, Melissa Corrales, a notary public in and for said County in the State aforesaid do hereby certify that Sean Silverbush personally known to me to be the same person whose name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal this 29th day of July, 2016

Melissa Corrales

Notary Public

Commission expires Sept 8th, 2017

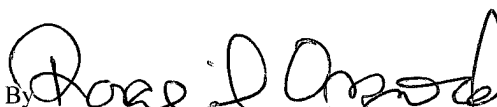


Exhibit H


FOR OTHER ELIGIBLE USER

(Corporate Seal)

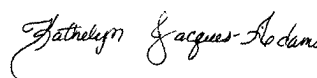
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Dr. Rosalind Osgood, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office
of the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.07.28 15:03:31 -04'00'

Office of the General Counsel

TOTAL SPEND MADE ON PURCHASING CARDS BY MONTH

| Month | 2002-2003 | 2003-2004 | 2004-2005 | 2005-2006 | 2006-2007 | 2007-2008 | 2008-2009 | 2009-2010 | 2010-2011 | 2011-2012 | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 |
|--------------|---------------------|----------------------|----------------------|------------------------|-------------------------|-------------------------|-------------------------|------------------------|-------------------------|------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| July | N/A | \$ 1,604.64 | \$ 28,419.60 | \$ 157,912.20 | \$ 769,515.06 | \$ 1,931,078.35 | \$ 2,036,871.60 | \$ 784,046.23 | \$ 2,554,670.11 | \$ 529,947.31 | \$ 595,430.11 | \$ 731,605.95 | \$ 899,884.54 | \$ 2,284,500.16 |
| August | N/A | \$ 11,168.74 | \$ 33,910.50 | \$ 261,202.40 | \$ 1,150,444.63 | \$ 2,618,911.57 | \$ 2,463,461.40 | \$ 972,107.44 | \$ 63,777.69 | \$ 724,165.40 | \$ 678,617.58 | \$ 1,073,138.62 | \$ 1,798,002.03 | \$ 2,768,764.17 |
| September | \$ 705.60 | \$ 12,599.98 | \$ 67,925.62 | \$ 176,959.09 | \$ 762,826.35 | \$ 1,223,472.02 | \$ 1,873,824.34 | \$ 596,767.44 | \$ 614,930.13 | \$ 613,176.24 | \$ 825,179.66 | \$ 1,087,948.59 | \$ 1,863,043.55 | \$ 2,608,292.39 |
| October | \$ 5,122.20 | \$ 6,460.76 | \$ 50,571.60 | \$ 168,810.33 | \$ 816,905.48 | \$ 1,123,426.05 | \$ 1,692,475.62 | \$ 771,317.77 | \$ 657,945.13 | \$ 654,939.30 | \$ 838,307.69 | \$ 935,471.46 | \$ 2,340,762.22 | \$ 2,744,722.79 |
| November | \$ 2,067.23 | \$ 7,076.49 | \$ 18,095.20 | \$ 143,248.76 | \$ 1,497,610.23 | \$ 1,174,189.84 | \$ 1,285,302.56 | \$ 550,533.07 | \$ 512,142.30 | \$ 427,059.41 | \$ 576,275.37 | \$ 666,587.20 | \$ 2,037,555.55 | \$ 2,459,963.32 |
| December | \$ 6,767.87 | \$ 7,466.88 | \$ 14,763.50 | \$ 148,953.82 | \$ 561,258.19 | \$ 886,255.20 | \$ 1,348,071.96 | \$ 471,283.56 | \$ 408,724.22 | \$ 458,563.96 | \$ 456,598.19 | \$ 508,543.46 | \$ 1,869,315.76 | \$ 2,184,531.00 |
| January | \$ 7,134.94 | \$ 8,198.16 | \$ 21,405.94 | \$ 347,444.24 | \$ 949,884.24 | \$ 1,206,790.47 | \$ 1,008,991.11 | \$ 510,110.17 | \$ 573,001.82 | \$ 556,971.23 | \$ 619,625.23 | \$ 754,783.91 | \$ 2,272,596.68 | \$ 2,360,752.85 |
| February | \$ 7,021.55 | \$ 13,889.76 | \$ 34,524.07 | \$ 41,111.92 | \$ 1,290,566.19 | \$ 1,385,365.56 | \$ 704,270.44 | \$ 568,186.84 | \$ 641,975.04 | \$ 569,131.89 | \$ 644,934.77 | \$ 784,684.08 | \$ 1,917,537.88 | \$ 2,434,040.56 |
| March | \$ 5,807.45 | \$ 25,067.15 | \$ 33,540.29 | \$ 56,560.95 | \$ 1,586,682.24 | \$ 1,463,835.73 | \$ 734,948.45 | \$ 590,786.27 | \$ 609,536.77 | \$ 714,830.04 | \$ 659,071.47 | \$ 813,627.13 | \$ 2,322,181.30 | \$ 2,390,592.94 |
| April | \$ 6,672.78 | \$ 16,158.53 | \$ 101,877.01 | \$ 61,404.37 | \$ 1,605,946.92 | \$ 1,291,178.95 | \$ 664,425.81 | \$ 465,264.77 | \$ 558,661.83 | \$ 603,789.96 | \$ 714,604.71 | \$ 792,292.96 | \$ 2,166,205.61 | \$ 2,635,599.43 |
| May | \$ 4,688.63 | \$ 28,662.69 | \$ 130,139.11 | \$ 54,782.18 | \$ 2,315,409.53 | \$ 3,602,045.57 | \$ 755,689.76 | \$ 571,130.79 | \$ 642,904.84 | \$ 607,182.80 | \$ 900,867.68 | \$ 945,205.39 | \$ 2,356,194.40 | \$ 2,920,828.27 |
| June | \$ 3,043.05 | \$ 33,836.62 | \$ 70,300.35 | \$ 30,339.81 | \$ 1,449,216.90 | \$ 1,209,500.69 | \$ 2,382,108.28 | \$ 670,855.43 | \$ 2,869,941.03 | \$ 2,822,365.80 | \$ 3,083,310.57 | \$ 3,276,251.05 | \$ 4,721,489.10 | \$ 2,540,913.61 |
| Total | \$ 49,031.30 | \$ 172,190.40 | \$ 605,472.79 | \$ 1,648,730.07 | \$ 14,756,263.96 | \$ 19,116,050.00 | \$ 16,950,441.33 | \$ 7,522,389.78 | \$ 10,708,210.91 | \$ 9,282,123.34 | \$ 10,592,823.03 | \$ 12,370,139.79 | \$ 26,564,768.62 | \$ 30,323,501.49 |

