REFERENCE AWARD **BID # XC-0606-13**

Subject: Piggyback State of Florida Contract # DFS (TR) ITN 11/12-17TR175 for Electronic Payment Receipts System for Credit Card Fees and Services

Department: Treasury

Description of Purchase: Recommend approval to utilize the renewal option with Bank of America through the State of Florida Contract #DFS (TR) ITN 11/12-17TR175 for Electronic Payment Receipts System for Credit Card Fees and Services, amending the term of the contract from five (5) one (1) year renewal options to one (1) three (3) year renewal option to align with the State of Florida amended contract. Period of service will be from June 12, 2018 through June 11, 2021. Total revised estimated expenditure in the amount of $165,000.00, for an expenditure amount not to exceed $430,000.00.

Funding Source: Various Accounts - To be executed by formal contract amendment through the Office of General Counsel

Reference Award To: Bank of America

Price Justification: See Attached

Total Award: $430,000.00 Requisition # **N/A**

Attachments: Recommendation Memo and Previous Awards

Concurrence By: Patrick J. Greive, Treasurer

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.107.

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Finance and Administration Department
117 West Duval Street, Suite 300
Jacksonville, FL 32202
(904) 630-1640
www.coj.net

ONE CITY. ONE JACKSONVILLE.

May 11, 2018

MEMORANDUM

05/21/18 13:31:09
Procurement Division

TO: **Greg Pease, Chief of Procurement**
General Government Awards Committee

FROM: Patrick J. Greive, Treasurer

THRU: Michael Weinstein, Director, Administration and Finance

RE: **Bank of America State of Florida Master Contract TR175 Renewal no. 1 – Electronic Payment Receipts System Bid no. X-0606-13**

The Finance and Administration Department, Treasury Division is requesting that the Award Memo to piggyback on the State of Florida Contract no. DFS/(TR)ITN 11/12-17TR175 be amended to renew the contract term for a three (3) year period to begin on June 12, 2018 and remain in effect through June 11, 2021. This requested renewal term is in alignment with the State of Florida Renewal #1 and Amendment #9 to Master Contract TR175. A copy of the State of Florida renewal and amendment is attached. Also, please find an e-mail and signed Participation Agreement from Bank of America indicating their willingness to extend their services for the indicated time period.

We also will need to request and increase in the maximum indebtedness by $165,000.00 to a new not-to-exceed total maximum of $430,000.00. The additional funding will allow for the payment of merchant service fees and Point-of-Sale equipment by purchase order and invoiced separately to the using Departments by Bank of America.

Attachments: BoA e-mail indicating renewal
Attachment D Participation Agreement
State of Florida Renewal #1 and Amendment #9 to TR175
Copy of Initial Award XC-0606-13 dated 07/18/2013

cc: Annette Leslie-Burney

RENEWAL #1 AND AMENDMENT #9 TO MASTER CONTRACT TR175
For ePAYMENT SOLUTIONS BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF FINANCIAL SERVICES, BANC OF AMERICA MERCHANT SERVICES, LLC, AND BANK OF AMERICA, NATIONAL ASSOCIATION

This renewal and amendment (collectively referred to as "Amendment") to Contract TR175 (Master Contract), as previously amended (Amended Contract), is made by and between the Department of Financial Services (Department), an agency of the state of Florida (State); and Banc of America Merchant Services, LLC, and Bank of America, National Association (collectively referred to as "Contractor"); effective as of the date last signed below.

WHEREAS, the Department entered into the Contract with the Contractor for e-payment solutions and services effective June 12, 2013;

WHEREAS, the Contract was for a period of five (5) years ending on June 11, 2018, and allowed for renewal for a maximum of five (5) years;

WHEREAS, the Contractor is making changes to the web-based Enterprise ePayment Collection Solution described in subsection 2.1 of the Scope of Work, which will affect numerous Participants and which necessitates certain assurances; and

WHEREAS, the parties wish to renew the Amended Contract.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1) The terms and conditions of the Amended Contract are incorporated by reference as if fully rewritten herein.

2) The Department and the Contractor agree to renew the Amended Contract, as further amended herein, for a three-year period to begin on June 12, 2018, and remain in effect through June 11, 2021. The parties reserve the option to further renew the Amended Contract upon mutual written agreement for one or more periods not exceeding an additional total of two years collectively (i.e., through no longer than June 11, 2023).

3) BANA has represented that RPO will not be available beyond December 31, 2017. The Department will continue the on-going process of transitioning to BANA's CashPro Biller Gateway under a mutually agreed project plan, which includes a scheduled completion date of October 31, 2017. The Department waives any liability that BANA may have under the Contract to provide services through RPO, but only to the extent that BANA is not, in part, responsible for the Department's failure to complete its transition to CashPro Biller Gateway by December 31, 2017. By agreeing to the immediately preceding sentence, BANA neither admits nor denies any such liability.

4) All other terms and conditions of the Amended Contract remain in effect. If and to the extent that any inconsistency may appear between the Amended Contract and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Department of Financial Services

By: [redacted]

Name: [redacted]

Title: Chief of Staff

Date: 8/16/17

Banc of America Merchant Services, LLC

By: [redacted]

Name: [redacted]

Title: SVP

Date: 8/9/17

Bank of America, National Association

By [redacted]

Na [redacted]

Title: SVP

Date: 8/10/17

Garard, Judith

To: Whalen, Michelle (BAMS)
Subject: RE: State of Florida Merchant Services Contract/City of Jacksonville

From: Whalen, Michelle (BAMS) [mailto:Michelle.Whalen@bankofamericamerchant.com]
Sent: Friday, April 27, 2018 11:20 AM
To: Garard, Judith
Subject: State of Florida Merchant Services Contract/City of Jacksonville

Judith – Yes, we have over 80 Participation Agreements with local governments in Florida to the State contract. There are 9 that are completing extensions to bring the number to over 90.

As evidence of our commitment to the City for this purpose, we can send the Participation Agreement with the 3 years indicated and signed by our Executive. I'll request that today. It may take a day or two for the Executive to be scheduled to sign and I'll forward as soon as I receive it.

Let me know if you need the Renewal 1/Amendment 9 to the State contract with the extension language. It has to be secure emailed so didn't want to send it with this one.

Thank you!

Michelle Whalen, CCM, VP
Business Consultant, Public Sector Banking
Bank of America Merchant Services
Bradenton, Florida
Direct: 941.896.8881 Mobile 941.524.6952 Fax: 402.933.9071
Michelle.whalen@bankofamericamerchant.com
Customer Service 800.430.7161

Bank of America Merchant Services

ATTACHMENT D
PARTICIPATION AGREEMENT

BETWEEN

BANK OF AMERICA, NATIONAL ASSOCIATION
BANC OF AMERICA MERCHANT SERVICES, LLC
and
CITY OF JACKSONVILLE

This Participation Agreement is entered into between Bank of America, National Association, and Banc of America Merchant Services, LLC (together "Contractor"), and CITY OF JACKSONVILLE , ("Participant" as defined in the Scope of Work, Attachment A to the Master Contract with the Department of Financial Services). The Master Contract together with the Merchant Services terms and conditions and other attachments and incorporated documents are collectively referred to herein as the "Master Contract". Signatures on incorporated documents do not serve to negate the prevailing provisions of the Master Contract.

I. PARTICIPATION TERMS AND CONDITIONS

A. All defined terms in the Master Contract apply to this Participation Agreement.

B. By signing this Participation Agreement, the Participant and the Contractor agree to be bound by the terms of this Participation Agreement, and the Master Contract, in the performance of their obligations. By signing below, Participant represents that a copy of the Master Contract has been provided or made available to it.

C. If Participant is an Agency Participant, Participant hereby authorizes Contractor to share any and all information related to the Master Contract, excluding personally identifiable information of a cardholder, it has or obtains pursuant to this Participation Agreement and the Master Contract with representatives of the State of Florida and the specific Agency of the State of Florida to which it reports. If a Participant is a Local Government Participant, Participant hereby authorizes Contractor to share with the Department information that is required in the Dashboard under the Master Contract, excluding personally identifiable information of a cardholder.

D. The parties shall retain copies according to their retention schedules under applicable law.

E. Participants who elect specialized services that are subject to additional agreement terms offered as optional services under the Master Contract, are subject to those terms; however additional agreement terms do not serve to negate the prevailing provisions of the Master Contract.

II. MERCHANT SERVICES TERMS AND CONDITIONS

Participant will provide Contractor with updated business and financial information concerning Participant, including evidence of required licenses and other information and documents Contractor may reasonably request from time to time. All material marked Confidential that Contractor receives from Participant will be used only by Contractor, or Card Organizations or other third parties necessary to perform services under this Participation Agreement or related services and reporting. At any reasonable time, Contractor or any Card Organization may audit Participant's records relating to this Participation Agreement. Florida law, as applied to agreements made without reference to conflict of law provisions, governs the Master Contract and this Participation Agreement.

III. FEES TO BE PAID TO CONTRACTOR

A. The Participant agrees to pay the Contractor all fees and charges in Attachment B of the Master Contract.

B. Such fees and charges will be billed monthly to the Agency and Local Government Participants via an invoice process, unless a Local Government Participant elects to have the Contractor debit their Settlement Account.

IV. EFFECTIVE DATE AND TERMINATION

A. This Participation Agreement will become effective on the date it is signed by all parties.

B. Unless earlier terminated by one of the parties, this Participation Agreement remains in full force and effect until the earlier of (i) termination of the Master Contract or (ii) any date provided here: June 11, 2021, not to exceed the expiration or termination of the Master Contract.

C. In the absence of a default by the other party, either party may terminate this Participation Agreement at any time by giving the other party ninety (90) days prior written notice. Either party may terminate this Participation Agreement after a default by the other party as provided in the Master Contract.

D. In the event of non-payment of fees because of insufficient funds in the Settlement Account or non-payment of an invoice for forty (40) days or more, Contractor may cease processing following 10 days' notice from Contractor according to the Master Contract. If Participant is an Agency Participant, payment shall be pursuant to section 215.422, F.S. If Participant is a Local Government Participant, payment shall be pursuant to legal requirements applicable to a Local Government Participant.

V. NOTICES

A. Any notice required or permitted to be given under this Participation Agreement or the Master 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:

1. Participant;
2. Contractor;
3. Routine notices given by Contractor to Participant, such as transaction details, changes in terms required by systems updates or Payment Card Organization changes and any reasonable notice required by the Contractor's services agreement or addenda, schedules, and attachments, may be delivered by electronic mail to the address provided by Participant above.

B. 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.

VI. ELECTION OF OPTIONAL SERVICES

Participant hereby elects to receive the following optional services pursuant to the terms and conditions contained in the various service addenda which are incorporated by reference in the Master Contract and attached thereto. The terms and conditions contained in a particular addenda shall not apply to Participant unless and until Participant elects, by indicating herein, or by future written election signed by the parties, to utilize such optional service.

☐ **Account Updater**

☐ **Clover Go**

☐ **Data File Manager**

☐ **Dynamic Currency Conversion**

☐ **PayPoint**

☐ **TransArmor**

VII. MISCELLANEOUS PROVISIONS

A. This Participation Agreement, incorporating the terms of the Master Contract, contains the entire understanding of the parties and supersedes any and all previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof.

B. This Participation Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the parties.

C. Limitation of liability shall be according to PUR 1000-20 as modified in the Master Contract.

D. This Participation Agreement is binding on the parties and their successors and assigns.

Participant's Name: CITY OF JACKSONVILLE

Select One: ☐ Agency Participant ☑ Local Government Participant

By: _____

Printed Name: _____

Title: _____

Date: _____

Contractor's Name: Bank of America, National Association

By: _____

Printed Name: _____

Title: _____

Date: _____

Contractor's Name: Banc of America Merchant Services, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

REFERENCE AWARD **BID # XC-0606-13**

Subject: Piggyback State of Florida Contract # DFS (TR) ITN 11/12-17TR175 for Electronic Payment Receipts System for Credit Card Fees and Services

Department: Treasury

Description of Purchase: Recommend approval to increase the piggyback award with Bank of America through the State of Florida Contract DFS (TR) ITN 11/12-17TR175 for Electronic Payment Receipts System for Credit Card Fees and Services in the amount of $120,000.00 for the period ending June 30, 2018. Total revised estimated expenditure in the amount of $265,000.00.

Funding Source: Various Accounts - To be executed by formal contract amendment through the Office of General Counsel

Reference Award To: Bank of America

Price Justification: See Attached

Total Award: $265,000.00 Requisition # **N/A**

Attachments: Recommendation Memo and Previous Awards

Concurrence By: Patrick Greive, Treasurer

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.107.

Analyst: Annette Burney

For Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 10-13-16

ACTION OF AWARDING AUTHORITY DATE: 10/13/16

APPROVED ✓ DISAPPROVED

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

OTHER

SIGNATURE OF AUTHENTICATION

FORM GB-112, Revised 12/2007

REFERENCE AWARD

BID # XC-0606-13

Subject: **ELECTRONIC PAYMENT RECEIPTS SYSTEM - PIGGYBACKING**
Department: **TREASURY**

Description of Purchase:
RECOMMEND APPROVAL TO RATIFY PERIOD OF SERVICE FROM JUNE 30, 2013 THROUGH DATE OF AWARD.

RECOMMEND APPROVAL OF AWARD TO UTILIZE STATE OF FLORIDA CONTRACT DFS (TR) ITN 11/12-17 CONTRACT TR175, FOR ELECTRONIC PAYMENT RECEIPTS SYSTEM FOR CREDIT CARD FEES AND SERVICES WITH BANK OF AMERICA. PERIOD OF SERVICE FROM DATE OF AWARD THROUGH JUNE 30, 2018 WITH FIVE (5) ONE (1) YEAR RENEWAL OPTIONS. TOTAL ESTIMATED EXPENDITURE NOT TO EXCEED $145,000.00.

Reference Award To: **BANK OF AMERICA**

Price Justification:
SEE ATTACHED

Total Award: **$145,000.00** Requisition #

Attachments:
RECOMMENDATION MEMO, STATE OF FLORIDA CONTRACT, PARTICIPATION AGREEMENT

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.107.

Buyer: **ANNETTE BURNEY**

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

07/18/13
DATE

ACTION OF AWARDING AUTHORITY DATE: 7/18/13

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04