

Overview for Contract

Prior to utilizing a contract, the user should read the contract in its entirety.

CONTRACT DESCRIPTION

- ▶ This is a no cost contract for the provision of Purchasing Card, Agency Travel Card and Corporate Card Services by and between the Commonwealth of Pennsylvania acting through the Dept of General Services and the Office of the Budget, and PNC Bank.
- ▶ The Office of the Budget will administer the Commonwealth Card Programs for the state agencies listed on Attachment 1 to Exhibit A.
- ▶ Independent Commonwealth agencies and state-related institutions that administer their own purchasing card programs and desire to participate in the contract must sign an Independent Agency Addendum (Attachment 2 to Exhibit A).

CONTRACT INFO

Material or Service	Service	
Title & Contract # (s)	Purchasing Card, Agency Travel Card and Corporate Card Services Contract # 4400001695	
Number of Suppliers	1	Pcard enabled: No
Validity Period	January 08, 2008 to December 31, 2011	
DGS BOP Point of Contact	Jennifer Habowski, Commodity Specialist	
Contact Phone #	717-703-2937	
Email	jhabowski@state.pa.us	

PRICING HIGHLIGHTS

Including Minimum Order Amount (in N/A dollars and/or quantity, if applicable):

- ▶ COSTARS program members may elect to seek to obtain commercial card services from Contractor, facilitated by the Commonwealth pursuant to the Contract. Such COSTARS members must be credit-approved on their own by the contractor and at its discretion, if approved, must sign a COSTARS Purchasing Card Agreement (Attachment 3 to Exhibit A).
- ▶ Any external procurement activity that desires to obtain purchasing card services from the Contractor, facilitated by the Commonwealth, must be credit-approved on their own by the contractor and at its discretion, may sign a Participating Addendum (Attachment 4 to Exhibit A).

PROCESS TO ORDER

CONTRACT TYPE- This is an SRM Contract using Product Category # 84141602.

- ▶ Purchase Orders will not be issued against this contract.
- ▶ Provisions are available for other states, independent agencies, and/or COSTARS participants to enter into agreement with PNC Bank.
- ▶ Please refer to the DGS website for contract details. Contract can be located by using the following search terms: purchasing, travel, corporate or by the contract # (4400001695).



FULLY EXECUTED
Contract Number: 4400001695
Contract Effective Date: 01/08/2008
Valid From: 01/01/2008 To: 12/31/2010

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
Name: Fishel Jennifer
Phone: 717-703-2937
Fax: 717 213-9505

Your SAP Vendor Number with us: 114704

Supplier Name/Address:
PNC BANK NA
PNC BANK NA
249 5TH AVE FL 5
PITTSBURGH PA 15222-2707 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 412-762-5730
Supplier Fax Number: 412-762-2784

Contract Name:
15 Purchasing/Travel Card

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Purchasing/Travel Card	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Header Text

This contract is for the provision of Purchasing Card, Agency Travel Card and Corporate Card Services by and between the Commonwealth of Pennsylvania acting through the Department of General Services and the Office of the Budget, and PNC Bank.

Supplier Contact Info:
Nick Fiorina
Phone: 412-768-5900
Email: Nicholas.Fiorina@PNC.com

COSTARS = Yes
No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

**CONTRACT
FOR
Purchasing Card, Agency Travel Card and Corporate Card Services**

THIS CONTRACT for the provision of **Purchasing Card, Agency Travel Card and Corporate Card Services** ("Contract") is entered into this _____ day of _____, 2007, by and between the **Commonwealth of Pennsylvania** ("Commonwealth"), acting through the Department of General Services ("DGS") and the Office of the Budget ("OB"), and **PNC Bank, National Association** ("Contractor").

WHEREAS, DGS issued a Request For Proposals for the provision of **Purchasing Card, Agency Travel Card and Corporate Card Services** for Commonwealth executive agencies, RFP No. CN00023160 ("RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, the Commonwealth determined that Contractor's proposal was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, the Commonwealth and Contractor have negotiated rebate adjustments and this Contract as their final and entire agreement in regard to providing **Purchasing Card, Agency Travel Card and Corporate Card Services** to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Purchasing Card, Agency Travel Card and Corporate Card Services** as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth executive agencies shall procure their requirements for **Purchasing Card, Agency Travel Card and Corporate Card Services** in accordance with the terms and conditions of this Contract.
3. The Commonwealth and Contractor agree to be bound to the Special Terms and Conditions attached hereto as Exhibit A and made part of this Contract.
4. Contractor agrees to provide the **Purchasing Card, Agency Travel Card and Corporate Card Services** listed in its final Rebate Submittal, which is attached hereto as Exhibit C and made a part hereof, at the rebates listed for those items in Exhibit C.

5. Contractor agrees to meet and maintain the commitments to disadvantaged businesses made in the negotiated Disadvantaged Business Terms and Conditions, which is attached hereto as Exhibit D and made a part hereof. Any proposed change to a disadvantaged business commitment must be submitted to the DGS Bureau of Minority and Women Business Opportunities (“BMWBO”), which will make a recommendation as to a course of action to the Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Contracting Officer and BMWBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.

6. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Special Terms and Conditions set forth in Exhibit A, attached hereto and made a part hereof.

 - b. The Standard Contract Terms And Conditions For Department of General Services Statewide Services Contracts – SAP, GSPUR12F(SAP) Rev. 05/07/04, which is attached hereto as Exhibit B and made a part hereof.

 - c. The Contractor’s final Rebate Submittal, which is attached hereto as Exhibit C and made a part hereof.

 - d. The negotiated Disadvantaged Business Terms and Conditions, which is attached hereto as Exhibit D and made a part hereof.

 - e. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit E and made a part hereof.

 - f. The Contractor’s revised proposal as negotiated, which is attached hereto as Exhibit F and made part hereof.

 - g. The Contractor’s original Technical Submittal, which is attached hereto as Exhibit G and made a part hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written.

Witness:

PNC Bank, National Association

By: Sharon F. Coghlan
(Assistant) Secretary

By: J S Felsen
SVP (Vice) President

Sharon F. Coghlan
Printed Name/Date

JEFFREY S. FELSEN
Printed Name/Date

22-1146430
Federal I.D. Number

COMMONWEALTH OF PENNSYLVANIA

By: Michael J. Masch
Michael J. Masch
Secretary of the Budget
Office of the Budget

EXHIBIT A SPECIAL TERMS AND CONDITIONS

These **SPECIAL TERMS AND CONDITIONS** shall be a part of the Contract for the Provision of Purchasing Card, Agency Travel Card and Corporate Card Services dated _____, 2007 (the “Contract”) between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of General Services (“DGS”) and the Office of the Budget (“OB”), and PNC Bank, National Association (identified herein as the “Contractor” or “PNC”).

1. CONTRACT SCOPE/OVERVIEW

The Contractor will provide Purchasing Card, Agency Travel Card and Corporate Card program services to Commonwealth agencies as indicated by the Commonwealth in writing to the Contractor (the “Card Programs”). The Office of the Budget will administer the Commonwealth Card Programs for the state agencies listed on Attachment 1. The Office of the Budget can update the list of agencies for which it administers the Card Programs by written notice to the Contractor.

Independent Commonwealth agencies and state-related institutions (as defined in the Commonwealth Procurement Code, 62 Pa. C. S. § 103) that administer their own card purchasing programs and desire to participate in the Contract must sign an Independent Agency Addendum in the form attached as Attachment 2.

COSTARS program members may elect to seek to obtain commercial card services from Contractor, facilitated by the Commonwealth pursuant to the Contract. Such COSTARS members must be approved for credit on their own by Contractor, in its discretion, and if approved must sign a COSTARS Purchasing Card Agreement in substantially the form attached as Attachment 3; in such event, the Commonwealth shall be entitled to the additional incentives as set forth in Exhibit C to the Contract.

Any external procurement activity (as defined in the Commonwealth Procurement Code, 62 Pa. C. S. § 1901) that desires to obtain purchasing card services from the Contractor facilitated by the Commonwealth and is credit-approved on its own by Contractor, in its discretion, may sign a Participating Addendum in substantially the form attached as Attachment 4, together with all attachments referenced therein. Each such external procurement activity must, inter alia, acknowledge that the Participating Addendum is executed by the external procurement activity as provided in the Contract and that the Commonwealth shall be entitled to the additional incentives as set forth in Exhibit C to the Contract.

2. ORDER OF PRECEDENCE

These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions for Statewide Contracts for Services. To the extent that these Special

Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions for Statewide Contracts for Services, these Special Contract Terms and Conditions shall prevail.

3. TERM OF CONTRACT

The Contract shall commence on the Effective Date (as defined below) and expire three (3) years from the Effective Date of the Contract (the “**Initial Term**”), subject to the other provisions of the Contract. The “**Effective Date**” shall be the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by the Commonwealth contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor and the credit of the Commonwealth has been approved by the Contractor.

4. OPTION TO EXTEND

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract, or any part of the Contract, for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

5. OPTION TO RENEW

The Contract may be renewed for a maximum of two (2) additional years (either by two renewals of one (1) year each or one renewal for two (2) years), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than ninety (90) days prior to the expiration of the term of the Contract, or any extension thereof. The Commonwealth’s right to exercise any such extension hereunder shall not expire unless and until the Contractor has given the Commonwealth written notice of the Commonwealth’s failure to timely exercise its extension option and provided the Commonwealth with fifteen (15) days opportunity from the Commonwealth’s receipt of the notice to cure the failure. Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the Contract.

6. DEFINITIONS: The following terms, when used in the Contract, shall have the meanings set forth herein:

Cards shall mean Purchasing Cards, Agency Travel Cards and Corporate Cards as the context requires.

Certifies shall mean that a party certifies and represents as to the facts recited on the basis of its actual or implied knowledge.

Commonwealth Obligations shall mean delinquent amounts due to the Commonwealth as tax, contract or other statutory or regulatory obligations.

Dollar Volume shall mean, with respect to Purchasing Card activity or Corporate Card activity, as the case may be, January through December total of sales minus returns minus transactions that qualify within the Visa Large Ticket Merchant program, all based on monthly statement cycle activity.

Represents shall mean that a party certifies and represents as to the facts recited on the basis of its actual or implied knowledge.

7. PURCHASE ORDERS

The provisions set forth in the Standard Terms and Conditions for Department of General Services Statewide Services Contracts GSPUR-12F-SAP (Exhibit B) (“Standard Terms”), Paragraph 3, Purchase Orders, is inapplicable to the Contract.

8. FEES

The Contract is a no cost contract.

9. SIGNING BONUS

The Contractor shall pay to the Commonwealth, as a signing bonus, the sum of \$500,000 promptly following the Effective Date of the Contract. If the Commonwealth terminates the Contract in accordance with Section 21A. or 21B. hereto prior to the end of the Initial Term, the Commonwealth shall repay to Contractor a pro-rata portion of the signing bonus (which Contractor may deduct from any Rebate earned by the Commonwealth).

10. COMPENSATION/EXPENSES

The provisions set forth in Paragraph 8 of the Standard Terms are amended and restated as follows:

The Contractor shall be required to perform the specified services and provide the specified rebates at the level quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

11. REBATE PAYMENTS AND INCENTIVES

A. Purchasing/Agency Travel Cards/ ACI Programs

Rebates under the Purchasing/Agency Travel Card/ACI programs are paid in accordance with the Rebate Table for Purchasing Cards set forth in Schedule 1 of Exhibit C to the Contract, effective with the monthly cycle beginning December 16, 2007.

Rebates are paid on a quarterly basis within thirty (30) days of the end of the quarter. The quarterly payment due each quarter shall be determined by (i) determining the cumulative actual Dollar Volume of Purchasing Card activity for the three payment period cycles ending in the quarter, (ii) multiplying that Dollar Volume by (A) four (4) for the first quarter of the contract year, (B) two (2) after the second quarter of the contract year, or (C) four-thirds (4/3) after the third quarter of the contract year, to determine the expected annual Dollar Volume for purposes of determining the applicable Rebate Rate shown on the Purchasing Card Rebate Table in Exhibit C, and (iii) multiplying the applicable Rebate Rate by the actual Dollar Volume of Purchasing Card activity for the applicable quarter. For purposes of calculating the Rebate applicable to Purchasing Card activity, Dollar Volume shall not include any outstanding balances on Purchasing Cards or Travel Cards that are not paid on or before 45 days from the date of the statement related to such payment.

At the end of the year (ending on the last day of the monthly cycle that ends in the fourth quarter), the actual full year Dollar Volume of Purchasing Card activity will be used to calculate the actual annual Rebate Incentive, and PNC will pay the Commonwealth the annual Rebate earned for the year MINUS the partial Rebates paid to the Commonwealth during the year. In the event that the actual annual Rebate earned in respect of Purchasing Card activity is less than the Rebate paid to the Commonwealth in respect thereof during the year, the rebate for the fourth quarter will be zero and the Rebate payment for the following quarter will be reduced by the amount of any remaining unearned rebate.

Upon termination of the Contract, PNC will calculate the actual rebate due the Commonwealth based on the above formula and will pay such rebate to the Commonwealth within 30 days of termination. In the event that termination occurs at any time other than the end of the fourth quarter, the Rebate Rate shall be determined based on the cumulative Dollar Volume for the last 12 monthly cycles. If the calculation results in a rebate that is less than the Rebate Incentives paid to the Commonwealth during the year of termination, the Commonwealth will remit such excess payment to PNC within thirty (30) days of formal notification by PNC.

B. Corporate Cards

Rebates for the Corporate Card program are paid in accordance with the Rebate Table for Corporate Cards set forth in Schedule 2 of Exhibit C to the Contract, effective with the monthly cycle beginning December 16, 2007.

Rebates are paid on a quarterly basis within thirty (30) days of the end of the quarter. The quarterly payment due each quarter for the Corporate Card activity shall be determined by multiplying the actual Dollar Volume of Corporate Card activity for the three payment period cycles ending in the quarter times the Corporate Card Rebate Rate. For purposes of calculating the Rebate applicable to Corporate Card activity, Dollar Volume shall not include any outstanding past due Cardholder balances.

C. Additional Incentives

The Contractor agrees to pay the Commonwealth additional incentives as set forth in Schedules 3 and 4 of Exhibit C to the Contract. The annual incentive to the Commonwealth for COSTARS and other state participation, as described in Schedules 3 and 4 of Exhibit C, shall be paid to the Commonwealth within thirty (30) days of the end of each calendar year during the term of the Contract.

12. INVOICES

A. Purchasing/Agency Travel Cards

The Contractor shall provide an itemized invoice to the Commonwealth promptly after services of each monthly cycle are satisfactorily completed. The invoice should include only amounts due under the Contract. In addition, the Contractor shall provide detailed transaction and cost allocation information to the Commonwealth to enable the Commonwealth to perform accounting and reconciliation functions.

B. Corporate Card

The Contractor shall provide an itemized invoice/statement to the individual employee cardholder. In addition, the Contractor shall provide transaction information to the Commonwealth to enable the Commonwealth to perform accounting and reconciliation functions.

13. PAYMENT

A. Purchasing/Agency Travel Cards

The Commonwealth shall put forth commercially reasonable efforts to pay accepted invoices by the payment date that awards the highest number of rebate basis points. Payment date ranges are contained in Exhibit C to the Contract. An invoice will not be accepted if the payment amount on the invoice is not supported by transaction information. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

B. Corporate Card

Individual employee cardholders shall make payments of the balance due on their accounts each month directly to Contractor. The Commonwealth is not liable for charges to the employee's Corporate Card.

C. Method of Payment

Payments made under the Contract for the Purchasing card and Agency Travel card will be wired to Contractor in immediately available funds in accordance with instructions provided to the Commonwealth by Contractor or made in a manner as otherwise agreed to between the parties.

Payments made under the Contract for the Corporate Card are the personal responsibility of the individual cardholder. The Commonwealth is not liable for charges to an individual employee's Corporate Card. However, the Commonwealth will cooperate with Contractor and take reasonable steps to minimize Corporate Card delinquencies.

In addition to the other payment obligations of the Commonwealth pursuant to the Contract, the Commonwealth agrees to pay immediately the full amount of any outstanding balance that exceeds the Commonwealth Credit Limit, as hereinafter defined.

14. USE RIGHTS

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report that is delivered to the Commonwealth as part of the performance of the Contract. In the event the Commonwealth and the Contractor embark on the creation of any new processes the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the new processes created in the performance of the Contract.

15. HOLD HARMLESS

Liability hereunder will be determined in accordance with applicable law.

16. AUDIT PROVISIONS

The Commonwealth reserves the right for State and required Federal agencies or their authorized representatives to perform financial and performance audits, if deemed necessary. If it is decided that an audit of the Contract will be performed, the Contractor will be given sufficient advance notice. The Contractor shall maintain books, records, and documents which support that services provided and fees earned are in accordance with the Contract and that the Contractor has complied with Contract terms and conditions. The Contractor agrees to make available, upon reasonable notice, at the office of the Contractor, during normal business hours, for the term of the Contract and the retention period set forth in this clause, any of the books, records, and documents prepared relative to the Contract for inspection, audit, or reproduction by any such State or Federal agency or its authorized representative, subject to confidentiality provisions.

The Contractor shall preserve all books, records, and documents related to the Contract for a period of time which is the greater of five years from the Contract termination, or until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.

Records which relate to litigation or the settlement of claims arising out of performance or expenditures under the Contract to which exception has been taken by the auditors, shall be retained by the Contractor or provided to the Commonwealth at the Office of the Budget's option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of the Contract, the Contractor may, in fulfillment of its obligation to retain records as required by this clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

The Contractor shall also ensure that an independent auditor perform audits of the policies and procedures applicable to the processing of transactions by the systems utilized by Visa, TSYS and Works Operating Company under the Contract. These audits shall be performed in accordance with Statement on Auditing Standards No. 70 (SAS 70), Service Organizations (as amended by SAS 88). SAS 70 opinion letters of the subcontractors' systems shall be submitted annually to the Office of the Budget, within 60 days after the required period of audit has ended, and shall be submitted for all audit periods, or portions thereof, covered by the Contract. If further review of the full SAS 70 Reports is required by the Commonwealth, PNC will facilitate the supervised review upon the request of the Commonwealth. The independent auditor shall issue a report on policies and procedures placed in operation and tests of operating effectiveness as defined in SAS 70.

When SAS 70 audit report is other than unqualified, the Contractor or subcontractor shall submit to the Office of the Budget, in addition to the audit report, a plan describing what actions it will implement to correct the situation that caused the auditor to issue a qualified report, a timetable for implementing the planned corrective actions and a process for monitoring compliance with the timetable.

17. DISCLAIMERS OF WARRANTIES, SPECIAL DAMAGES AND LIABILITIES

Contractor specifically disclaims all warranties of any kind, express or implied, arising out of or related to the Contract, including but not limited to any warranty of merchantability, fitness for a particular purpose or noninfringement, each of which is

expressly excluded by agreement of the parties.

In no event shall Contractor be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any lost profits or exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by the agreement of the Parties regardless of whether or not Contractor has been advised of the possibility of such damages.

In addition, the Commonwealth acknowledges and agrees that VISA U.S.A., Inc. and VISA International shall not be responsible for any claims, losses, damages or liabilities incurred by any VISA member (including Contractor) or by the agents, brokers, cardholders (including the Commonwealth and any Authorized Cardholder), or merchants of any such VISA member arising out of the VISA Card product, including without limitation the Corporate Card or Purchasing Card Account and services and Card Programs provided under the Contract. VISA U.S.A., INC. AND VISA INTERNATIONAL DISCLAIM ALL WARRANTIES WITH RESPECT TO THE VISA CORPORATE CARD OR PURCHASING CARD OR TRAVEL CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR ITS CONTRACTORS (INCLUDING CONTRACTOR), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. DEFAULT

Section 18 a. 3 of the Standard Terms is amended and restated to read as follows:

“Unsatisfactory performance of the work after the Contractor has had a 30 day period to cure.”

Section 18 a. 11 of the Standard Terms is amended and restated to read as follows:

“Material breach of any provision of the Contract.”

Section 18 c. of the Standard Terms is amended and restated to read as follows:

“If the Contract is terminated as provided in Subparagraph a above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to deliver immediately to the Commonwealth in the manner and to the extent directed by the Issuing Office, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced for the performance of such part of the Contract as has been terminated. Payment for completed work accepted by the Commonwealth shall be at the Contract price. Payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer.”

19. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- a. The Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- b. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take commercially reasonable proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). Notwithstanding the foregoing, the Contractor shall have no liability for any damages resulting from any virus, malicious, mischievous or destructive programming that affects the Commonwealth's software or systems to the extent the foregoing was introduced due to any act, omission or conduct by the Commonwealth.
- c. In the event of destruction or modification of software by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages, unless the Commonwealth introduced the virus or malicious, mischievous or destructive programming.
- d. Contractor certifies that it is in compliance with the Commonwealth's security policies that exist at the time of Contract execution. The Commonwealth will notify Contractor of changes to its security policies. If the Contractor is no longer compliant, Contractor will provide the Commonwealth with an action plan and timeframe for becoming compliant. At the completion of the timeframe, the Contractor shall certify that it is in compliance.
- e. The Commonwealth may, at any time upon reasonable notice and during business hours, audit, by a means reasonably deemed appropriate by the

Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and that current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.

- f. The Contractor may, if it elects, use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of the Contract.
- g. The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

20. NOTICES

Any written notice to any Party under the Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g. DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration System.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract with a copy to: Chief Accounting Officer, Office of the Budget, Verizon Tower, 6th Floor, 303 Walnut Street, Harrisburg, Pennsylvania 17101-1811.

21. COMMONWEALTH TERMINATION PROVISIONS:

The Commonwealth has the right to terminate the Contract for any of the following reasons:

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall

have the right to terminate the Contract for its convenience upon 30 days prior written notice if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the contract. Termination shall be effective upon receipt of written notice by the Contractor. The Contractor shall be paid for Commonwealth obligations incurred prior to the effective date of the termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract for Contractor default under Paragraph 18 of the Standard Contract Terms and Condition for Department of General Services Statewide Services Contracts - SAP, Default, upon receipt of written notice by the Contractor. The Commonwealth shall also have the right, upon receipt of written notice by the Contractor, to terminate the Contract for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the above Subparagraph (a).

22. **INTEGRATION:** The Contract, including all referenced Exhibits, Attachments, and documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

23. AMENDMENTS: Any material change to the terms and conditions of the Contract will be processed as a written amendment to the Contract and will require signature by both parties.

24. Contractor shall provide the Commonwealth with the ability to have cards issued for predetermined and prepaid cash amounts to Commonwealth agencies and employees and, if requested by the Commonwealth, to certain persons affiliated with the Commonwealth.

25. Contractor shall provide the Commonwealth with the ability to have dormant cards issued that can be activated by the Commonwealth in the event of an emergency.

26. Contractor shall conduct regular monthly conference calls with agency and Commonwealth card administrators for review of the card program, and will attend regular meetings with the Executive Oversight Team to guide the provision of management and consultative services specified in the proposal. These services will enable the Commonwealth and Contractor to develop the most effective and efficient card programs.

27. Cards are to be used solely for business purposes and the Commonwealth agrees to so advise each employee. The Commonwealth's and cardholders' obligations hereunder, however, shall not be affected or limited if any balances are incurred for non-business purposes.

28. Contractor will issue a Card to each agency, employee or affiliated person designated in writing to Contractor by the Commonwealth Card Administrator ("Authorized Cardholders"), subject to the following conditions:

- a. Each such designee shall be an agency, employee or person affiliated with the Commonwealth and shall have a business purpose for a Card;
- b. In the case of Corporate Cards, Authorized Cardholders shall sign a cardholder implementation form and a cardholder agreement as a condition to being issued a Corporate Card, each in form and substance acceptable to Contractor and the Commonwealth;
- c. The Commonwealth authorizes Contractor to issue renewal or replacement Cards prior to the expiration of each Card; and

The Commonwealth hereby acknowledges and agrees that Cards are not assignable or transferable, by operation of law or otherwise, and will so notify its Authorized Cardholders.

29. Contractor will issue a Corporate Card to each Authorized Cardholder designated in writing to PNC by the Commonwealth's Card Administrator upon satisfaction of the

Conditions set forth in Section 28 above. Purchasing Cards will be issued to each Authorized Cardholder as requested by the Card Administrator via the on-line card management system. The name of the Commonwealth Card Administrator (including any alternate the Commonwealth may designate, each, a "Card Administrator") will be set forth on the PNC Card Corporate Contact Form delivered to PNC. If there is more than one Card Administrator, the action or signature of any one Card Administrator shall constitute sufficient authorization. Any Card Administrator may be changed by written notice to PNC from the Contract Administrator.

30. If the Commonwealth at any time desires to cancel or reduce or otherwise change any activity limit or other requirement on any outstanding Card (including as a result of the termination of an Authorized Cardholder's employment), the Card Administrator shall so notify PNC in writing specifying the requested date of such action. A Card Administrator may orally authorize a change to any activity limit or other requirement on a Card with respect to a particular transaction or transactions, on which PNC may rely; provided, however, that for any such change to become permanent, such change must be set forth in writing by the Commonwealth Card Administrator to PNC. Any changes made by the Card Administrator via on-line card management systems will become permanent when made.

Upon cancellation of any Card or termination of any Authorized Cardholder's rights to use a Card, the Commonwealth will promptly notify the Authorized Cardholder and will use its best efforts to obtain the canceled Card and return such Card to PNC, cut in half, or otherwise destroy it. Upon cancellation of a Card (other than a lost or stolen Card as to which PNC has received notice) or termination of any Authorized Cardholder's rights to use a Card (including as a result of termination of employment of an Authorized Cardholder as to which PNC has received notice), the Commonwealth, with respect to Purchasing Cards and Agency Travel Cards, and the employee, with respect to the Corporate Card, shall remain liable for all outstanding balances incurred by the use of such Card prior to such cancellation or termination, including all outstanding balances for transactions that may be posted to the Cardholder's account by a merchant after cancellation or termination. Upon reduction of or change in any activity limit or other requirement on any outstanding Card, the Commonwealth will promptly notify the Authorized Cardholder.

31. PNC hereby establishes a maximum credit in the amount of Thirty-Five Million Dollars ("the Commonwealth Credit Limit"). The Commonwealth Credit Limit is a committed line of credit under which the Commonwealth may, subject to the terms and conditions of the Contract, make Purchases under the Card Programs until the Expiration Date. The "**Expiration Date**" means June 30, 2008, or such later date as may be designated by PNC, in its sole discretion, by written notice to the Commonwealth. The Commonwealth acknowledges and agrees that in no event will PNC be under any obligation to extend the Expiration Date. At each review thereof by PNC, which shall be no less than annually during the term, the Commonwealth Credit Limit may be increased, subject to PNC's credit approval, if the parties agree on the conditions which must be in effect to support such increase and the Commonwealth satisfies such conditions. The

Commonwealth may request a review of the Commonwealth Credit Limit by PNC at any time during the term of the Contract and, provided the request is reasonable based upon the then current economic and financial conditions of the Commonwealth, PNC shall perform such review. Upon such request by the Commonwealth, PNC may, in its sole discretion following such review and credit approval, increase the Commonwealth Credit Limit by written notice to the Commonwealth. Notwithstanding anything contained in this Section or any other provisions in the Contract to the contrary, PNC may, in its sole discretion, upon ninety (90) days prior written notice to the Commonwealth, (i) cancel or terminate the Commonwealth Credit Limit, or (ii) change or reduce the Commonwealth Credit Limit. PNC may decline charges against the Commonwealth Credit Limit or close any or all Cards to use by any or all Authorized Cardholders at any time for any good faith, commercially reasonable cause, such as suspicion of fraudulent or illegal activity or misuse of a Card, without prior notice to the Commonwealth.

32. The Commonwealth agrees to advise Authorized Cardholders of their activity limits with respect to Cards, including but not limited to any such limit as it may relate to the maximum number of transactions or maximum aggregate dollar amount of transactions permitted for such Authorized Cardholder during any period. PNC acknowledges that the Commonwealth shall establish and notify PNC of the activity limits with respect to all Authorized Cardholders, provided that such activity limits are commercially reasonable. The Commonwealth understands that, because of Visa rules and procedures, PNC may be unable to decline charges for purchases below certain amounts or at certain establishments or in certain locations, and in such cases the Commonwealth, with respect to Purchasing Cards and Agency Travel Cards, and the employee, with respect to the Corporate Card, shall be liable notwithstanding applicable activity limits. The Commonwealth further understands that once an activity limit is reached with respect to any Authorized Cardholder, PNC has no obligation to honor further uses of the Card associated with such Authorized Cardholder until such applicable activity limit period has expired or the Commonwealth advises PNC of a change to the activity limit in accordance with the terms of the Contract. The Commonwealth further understands that once the Commonwealth Credit Limit is reached, further uses of Cards will not be permitted until aggregate Card balances are reduced below the Commonwealth Credit Limit.

33. PNC shall furnish to each Authorized Cardholder monthly statements ("Cardholder Statements"), reflecting all transactions posted to each account for such Authorized Cardholder. With the exception of Corporate Cards only, PNC shall also furnish to the Card Administrator monthly statements reflecting all transactions posted to all Authorized Cardholder, and all activity relating to the charging of fees and charges under the Contract, and any credits with respect to the same. PNC's statements to the Commonwealth shall be in accordance with PNC's standard reporting statement formats as of the time of such statements. PNC shall furnish to the Commonwealth such information with respect to Corporate Cards as the Commonwealth may reasonably need to reconcile payments made on behalf of such employees.

34. The Commonwealth agrees to notify PNC immediately if the Commonwealth suspects or knows that a Card is lost or stolen by calling the following telephone number: (800) 685-4039. The Commonwealth will then immediately cancel Purchasing Cards or Agency Travel Cards via the online card management system.

35. If the Commonwealth or an Authorized Cardholder disputes, or suspects an error has been made with respect to, any charges or billings, the Commonwealth or, in the case of Corporate Cards, the Authorized Cardholder, must notify PNC within sixty (60) days of the date of the Cardholder Statement on which the disputed charge or error first appeared. If the Commonwealth or, in the case of Corporate Cards, the Authorized Cardholder, does not so notify PNC, the Commonwealth or Authorized Cardholder, as applicable, waives any rights with respect to such disputed amount. Disputes regarding charges or billings under the Contract shall be communicated in writing to PNC at the address set forth herein. Communications should include the Authorized Cardholder's name and the account number, the dollar amount of any dispute or suspected error, the reference number and a brief description of the dispute or suspected error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

36. With the exception of Corporate Cards only, the Commonwealth shall be liable for all unauthorized use of any Card. The Commonwealth shall notify PNC, orally or in writing, of any unauthorized or fraudulent use of any Card. For the purposes of the Contract, "unauthorized use" means the use of a Card by a person, other than an Authorized Cardholder, who does not have actual, implied or apparent authority for such use, and from which neither the Authorized Cardholder nor the Commonwealth receives any benefit, including without limitation, any fraudulent use. The Commonwealth will not, however, be liable for any unauthorized use that continues after PNC is notified orally or in writing of unauthorized use and has had a reasonable time to act on such notice. Use of a Card by an Authorized Cardholder at any time, even if an Authorized Cardholder is no longer employed by or associated with the Commonwealth, shall constitute authorized use, subject to applicable law and the Contract.

37. The Commonwealth understands that any liability any Authorized Cardholder may separately have to the Commonwealth for the unauthorized use of any Card is the lesser of \$50 or the amount of such unauthorized use.

38. In connection with the Card Programs and the Contract, PNC will be providing to the Commonwealth, whether orally, in writing or in electronic format, nonpublic, confidential or proprietary information (collectively, "Confidential Information"). The Commonwealth agrees (a) to hold PNC's Confidential Information in strict confidence, (b) not to disclose or permit any other person or entity access to the Confidential Information of PNC, except for disclosure or access to employees, officers, directors, agents, representatives, external or internal auditors or regulatory authorities of the Commonwealth requiring disclosure or access in the course of employment or services, and (c) not to use such Confidential Information except in connection with the Card

Programs and for the purposes of the Contract. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the Commonwealth utilizes the same control (but no less than reasonable) as it does to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of the Contract where such information: (i) is or becomes publicly available through no fault of the Commonwealth; (ii) is released by PNC to anyone without restriction; (iii) is rightly obtained from third parties not, to the Commonwealth's knowledge, under obligation of confidentiality; or (iv) is required to be disclosed by subpoena or similar process of applicable law or regulations.

For the purposes of the Contract, Confidential Information of PNC shall include, without limitation, any scientific or technical information, design, process, procedure or improvement and all concepts, documentation, reports, data, data formats, specifications, computer software, source code, object code, user manuals, financial models, screen displays and formats, software, databases, inventions, know-how, showhow and trade secrets, whether or not patentable or copyrightable, whether owned by PNC or any third party, together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals or other documents or materials which contain or otherwise reflect any of the foregoing information, provided that such information, etc. has been designated in writing by PNC as Confidential prior to or at the time of its delivery to the Commonwealth.

The Commonwealth agrees to return to PNC all Confidential Information upon the termination of the Contract; provided, however, the Commonwealth may retain such limited information for customary archival and audit purposes only for reference with respect to prior dealings between the parties subject at all times to the continuing obligations of the Contract.

Each of the Commonwealth and PNC agrees not to use the other's name or logo in any press releases, marketing, advertising or related materials, without the prior written consent of the other party.

39. a) Any of the following shall constitute an event of default (each, a "Default") of the Commonwealth under the Contract:

(i) any payment, except only those due from employees for the Corporate Card, is not made within 45 days from the date of the statement related to such payment;

(ii) the terms of the Contract are breached by the Commonwealth or any Authorized Cardholder in any manner, and the Commonwealth fails to cure such breach within 30 days after the earlier of (A) the date an officer of the Commonwealth becomes aware of the breach and (B) the date PNC

notifies the Commonwealth of such breach; or any representation or warranty made by the Commonwealth hereunder is not true and correct when made; or

(iii) less than 10 Cards are issued and outstanding and the Commonwealth fails to designate sufficient additional employees to whom Cards should be issued within 15 days after the Commonwealth receives notice to cure from PNC.

(b) The Commonwealth shall notify PNC within ten (10) business days after the Commonwealth's receipt of a notice of default from PNC, by providing a statement of the Authorized Contract Administrator setting forth the details of such Default and the action which the Commonwealth proposes to take with respect thereto.

40. Upon the occurrence of a Default by the Commonwealth as defined above, PNC may terminate the Commonwealth Credit Limit, close any or all Cards to all use and terminate the Contract, and accelerate payment of the full balance on all Purchasing Card and Agency Travel Card Cardholder Accounts and any other amounts payable under the Contract, and require immediate repayment in full of such amounts. PNC also may at such time cancel all Corporate Cards and demand repayment by the employees of all amounts outstanding thereunder. PNC's rights and remedies under the Contract are cumulative and not exclusive of any other rights or remedies which PNC may have at law or in equity.

41. PNC agrees and acknowledges that the Commonwealth shall not be liable for any amounts due on Corporate Cards.

42. PNC may charge Commonwealth employees a late charge with respect to payments due for the Corporate Card. A late charge of \$15 may be assessed by PNC if payment is not made within 60 days following the date of the statement sent to the employee. An additional charge of 2% of the outstanding balance may be assessed monthly if payment is not made within 90 days following the date of the statement sent to the employee.

43. Other than as expressly set forth in the Corporate Card Cardholder Agreement, PNC shall not share personal information related to a Corporate Card account or to the employee with other PNC companies or with any unrelated entities.

ATTACHMENT 1

Agency Name

DEPARTMENT OF AGING
DEPARTMENT OF CORRECTIONS
DEPARTMENT OF LABOR AND INDUSTRY
DEPARTMENT OF MILITARY AND VETERAN
AFFAIRS
OFFICE OF ATTORNEY GENERAL
DEPARTMENT OF GENERAL SERVICES
DEPARTMENT OF EDUCATION
PUBLIC UTILITY COMMISSION
DEPARTMENT OF REVENUE
DEPARTMENT OF STATE
STATE POLICE
DEPARTMENT OF PUBLIC WELFARE
FISH AND BOAT COMMISSION
GAME COMMISSION
DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT
BOARD OF PROBATION AND PAROLE
PENNSYLVANIA LIQUOR CONTROL BOARD
MILK MARKETING BOARD
LIEUTENANT GOVERNOR'S OFFICE
HISTORICAL AND MUSEUM COMMISSION
PENNSYLVANIA EMERGENCY MANAGEMENT
AGENCY
CIVIL SERVICE COMMISSION
PENNSYLVANIA INFRASTRUCTURE
INVESTMENT AUTHORITY (PENNVEST)
PENNSYLVANIA PUBLIC TELEVISION
NETWORK
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
STATE TAX EQUALIZATION BOARD
ENVIRONMENTAL HEARING BOARD
DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES
STATE ETHICS COMMISSION
INDEPENDENT REGULATORY REVIEW
COMMISSION
PENNSYLVANIA GAMING CONTROL BOARD
PENNSYLVANIA SECURITIES COMMISSION
DEPARTMENT OF HEALTH
DEPARTMENT OF AGRICULTURE
STATE EMPLOYEES' RETIREMENT SYSTEM
PENNSYLVANIA MUNICIPAL RETIREMENT
SYSTEM
PUBLIC SCHOOL EMPLOYEES' RETIREMENT
SYSTEM
DEPARTMENT OF BANKING
DEPARTMENT OF TRANSPORTATION
DEPARTMENT OF INSURANCE
EXECUTIVE OFFICES
PORT OF PITTSBURGH COMMISSION
GOVERNOR'S OFFICE

Contract No. _____

**INDEPENDENT AGENCY ADDENDUM
PURCHASING CARD, AGENCY TRAVEL CARD AND CORPORATE CARD
SERVICES PROGRAM**

This Independent Agency Addendum ("Addendum") is entered into between _____ ("Agency") and **PNC Bank, National Association** ("the Contractor") this _____ day of _____, 200__.

WHEREAS, the Commonwealth of Pennsylvania, acting by and through the Department of General Services ("DGS") and the Office of the Budget entered into the Purchasing Card, Agency Travel Card and Corporate Card Services Program Contract (the "Master Contract") with the Contractor; and

WHEREAS, Agency, as an additional contracting party, agrees to procure Purchasing Card, Agency Travel Card and Corporate Card services from the Contractor under the terms and conditions of the Master Contract and administer its own card services program.

NOW THEREFORE, intending to be legally bound hereby, Agency and the Contractor agree as follows:

1. The terms and conditions of the Master Contract shall be made a part of this Addendum and incorporated herein by this reference as if fully set forth herein.
2. Agency and Contractor agree to be bound by the rebates, terms and conditions as stated in the Master Contract.
3. Agency shall administer its own card services program under the Master Contract.

IN WITNESS WHEREOF, the parties have signed this Addendum.

Witness:

PNC, Bank National Association

By: _____

By: _____

Printed Name/Date

Printed Name/Title/Date

Federal I.D. Number

Attachment 2

COMMONWEALTH OF PENNSYLVANIA

AGENCY

By:

Name/ Title of Agency Head

Date

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel

Date

Office of Attorney General

Date

**APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:**

Comptroller

Date

COSTARS PARTICIPATING ADDENDUM

DRAFT FOR DISCUSSION PURPOSES. THIS IS NOT A COMMITMENT TO EXTEND CREDIT.

VISA PURCHASING CARD AGREEMENT

THIS VISA PURCHASING CARD AGREEMENT is made by and between PNC Bank, National Association ("PNC Bank") and _____ (the "Entity").

This Agreement sets forth the terms and conditions upon which PNC Bank will extend credit to the Entity by establishing a Visa Purchasing Card account (the "Visa Purchasing Card Account") for the Entity, issue to the Entity 10 or more Visa Purchasing Cards (each, a "Purchasing Card" and collectively, the "Purchasing Cards") and perform various Purchasing Card services in connection with the Visa Purchasing Card Account ("Purchasing Card Services"). This Agreement shall become effective upon the later of the execution dates (the "Effective Date") set forth on the signature page hereof. Unless defined elsewhere herein, capitalized words and terms shall have the meanings given to such words and terms in Paragraph 26.

This Agreement is made pursuant to the Purchasing Card, Agency Travel Card and Corporate Card Services Program Contract (the "Master Contract") between PNC Bank and the Commonwealth of Pennsylvania ("Commonwealth"), acting through both the Department of General Services ("DGS") and the Office of the Budget ("OB"). The Master Contract establishes the terms and conditions under which COSTARS participants may seek to obtain purchasing card services from PNC Bank and provides that the Entity, as a participant in the COSTARS program with the Commonwealth, may elect to procure Purchasing Card Services from PNC Bank on the terms set forth herein and subject to approval by PNC Bank. The Entity wishes to establish such a Purchasing Card program with PNC Bank. The Entity understands and agrees that PNC Bank may pay the Commonwealth an incentive related to the Entity's participation in the Purchasing Card program. As provided in the Master Contract, the

parties to this Agreement hereby create a separate contract between PNC Bank and the Entity for the provision of Purchasing Card Services on the terms and conditions provided in this Agreement.

The Entity and PNC Bank, intending to be legally bound, hereby agree as follows:

1. PURCHASING CARD MINIMUM; CARDHOLDER ACCOUNTS.

To establish and maintain a Purchasing Card Account, the Entity must maintain a PNC Bank demand deposit account in the Entity's name and a minimum of 10 Purchasing Cards must be issued and outstanding at all times. One subaccount, bearing a distinct account number and selected activity limits (a "Cardholder Account"), will be established by PNC Bank for each Purchasing Card requested by the Entity and issued. Each Purchasing Card will be issued for use by one or more employees of the Entity, as designated by the Entity as provided in Paragraph 4 below and whose name or department is imprinted on such Purchasing Card (an "Authorized Cardholder").

Cards may be used by one or more employees of the Entity or a subsidiary or affiliate of the Entity (each such employee is sometimes referred to herein as an "Authorized User"). The Entity shall notify PNC Bank which of the Entity's subsidiaries and affiliates and their employees may use the Purchasing Card Services, and each such designated subsidiary and affiliate is referred to herein as a "Designated Affiliate". The Entity may add and eliminate Designated Affiliates from time to time by notice to PNC Bank. Notwithstanding that a Designated Affiliate may use the Purchasing Card Services, the Entity shall be and remain liable to PNC Bank for the performance of all obligations under this Agreement with respect to such Designated Affiliate's use of the Purchasing Card Services.

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT

2. BUSINESS PURPOSES.

Purchasing Cards are to be used solely for business purposes and the Entity agrees to so advise each Authorized Cardholder. The Entity's obligations hereunder, however, shall not be affected or limited if any balances are incurred for nonbusiness purposes.

3. PURCHASING CARD SERVICES.

Purchasing Cards can be used to purchase goods or services ("Purchases") wherever Visa credit cards are accepted, subject to applicable activity limits on the related Cardholder Accounts and the Entity Credit Limit (as defined in Paragraph 5).

If the Entity has so elected and "Cash Advances" are set forth on an Authorized Cardholder Form as one of the services available for which such Authorized Cardholder may use such Authorized Cardholder's Purchasing Card, cash may be advanced, subject to applicable activity limits on the related Cardholder Account and the Entity Credit Limit, by presenting the Purchasing Card at Visa member banks or institutions or by making a withdrawal of cash by using the Purchasing Card at a Visa Automated Teller Machine (ATM).

4. ISSUANCE OF PURCHASING CARDS.

PNC Bank will issue a Purchasing Card to each Authorized Cardholder designated in writing to PNC Bank by the Entity Purchasing Card Program Administrator. The initial Entity Purchasing Card Program Administrator (including any alternate Entity Purchasing Card Program Administrator(s)) (each, a "Program Administrator") will be set forth on the PNC Bank Purchasing Card Corporate Contact Form delivered to PNC Bank. If there is more than one Program Administrator, the action or signature of any one Program Administrator shall constitute sufficient authorization. Any Program Administrator may be changed by written notice

to PNC Bank from the Authorized Contracting Officer (as such term is defined in Paragraph 10 below).

Except as the Entity shall otherwise direct PNC Bank in writing, the Entity hereby authorizes and directs PNC Bank to issue a renewal or replacement Purchasing Card to each Authorized Cardholder before the expiration of each Purchasing Card.

The Entity acknowledges and agrees that Purchasing Cards are not assignable or transferable, by operation of law or otherwise, and will so notify all Authorized Cardholders.

The Entity shall be liable for all charges made using a Purchasing Card, except as provided in Paragraph 17 with respect to continued unauthorized use after receipt of notice by PNC Bank. The Entity shall be liable for all charges resulting from use of a Purchasing Card by an Authorized Cardholder following termination of such Authorized Cardholder's employment with the Entity until the Entity has notified PNC Bank to cancel the Purchasing Card in accordance with Paragraph 15.

5. ENTITY CREDIT LIMIT; CARDHOLDER ACCOUNTS; ACTIVITY LIMITS.

PNC Bank hereby establishes a maximum credit limit to be available for Purchases, and, if applicable, for Cash Advances in the amount set forth in the Entity Credit Limit Schedule attached to this Agreement from time to time and incorporated herein by reference (the "Entity Credit Limit"). **PNC Bank may, at its discretion, (i) terminate or reduce the Entity Credit Limit at any time, upon 60 days' written notice to the Program Administrator except in the event of a Default hereunder, in which case no such notice is required, or (ii) decline charges against or close any one or more Cardholder Accounts at any time and for**

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT

any reason relating to known or suspected fraud, illegal activity, unauthorized use or other misuse of a Cardholder Account, without prior notice to the Entity.

The Entity agrees to advise Authorized Cardholders of activity limits with respect to Cardholder Accounts, including but not limited to any such limit as it may relate to the maximum number of transactions or maximum aggregate dollar amount of transactions permitted for such Cardholder Account during any period. The Entity understands that, because of Visa rules and procedures, PNC Bank may be unable to decline charges for Purchases below certain amounts or at certain establishments or in certain locations, and in such cases the Entity shall be liable notwithstanding applicable activity limits. The Entity further understands that once an activity limit is reached with respect to any Cardholder Account, further uses of the Purchasing Card associated with such Cardholder Account will not be permitted until such applicable activity limit period has expired or the Entity advises PNC Bank of a change to the activity limit in accordance with Paragraph 15. The Entity further understands that once the Entity Credit Limit is reached, further uses of Purchasing Cards will not be permitted until aggregate Cardholder Account balances are reduced below the Entity Credit Limit.

6. PROMISE TO PAY; FEES; TAXES.

The Entity agrees to pay PNC Bank on each Payment Due Date the full amount necessary to settle all balances on all Cardholder Accounts, which includes the total of all Purchases and Cash Advances charged to the Purchasing Cards. The Entity also agrees to pay PNC Bank the fees and other charges set forth in the Fee Schedule which is attached hereto as Exhibit A and incorporated herein by reference (the "Fee Schedule"). The Entity agrees to pay such fees and other charges on or before the applicable Payment Due Date, and to pay any additional charges set forth in the

Fee Schedule for any payment which is not made on or before the applicable Payment Due Date.

Unless otherwise agreed in writing, PNC Bank reserves the right to amend the Fee Schedule at any time and from time to time upon thirty (30) days prior written notice to the Entity. PNC Bank, however, may at any time amend such Fee Schedule, to the extent, and in the amount, necessary to reflect any increased costs to PNC Bank by any additions to or any increases in the fees, charges, or other amounts PNC Bank is required to pay to any third party and, in such case, upon written request, PNC Bank will provide to the Program Administrator information in reasonable detail to verify such increase.

The Entity shall pay all federal, state or other sales, use or other transfer based taxes, duties, imposts, fees or charges, however designated, which are levied or imposed by any governmental authority on the purchase by the Entity (or any Authorized Cardholder) of any goods, products or services under the terms of this Agreement. The Entity shall promptly pay or cause to be paid to PNC Bank an amount equal to any such taxes required under applicable law to be collected and remitted to a governmental authority by PNC Bank and PNC Bank shall remit such taxes to such governmental authority.

PNC Bank shall pay a rebate (the "Rebate") based upon the total dollar volume of the Purchasing Card Program activity for the Entity and its Designated Affiliates during each calendar year, based on monthly statement cycle activity, or during each partial calendar year in the case of (a) the period commencing the Effective Date through December 31 of the year in which the Effective Date occurs, or (b) the period commencing January 1 of a calendar year through the date the Agreement is terminated as provided in Paragraph 16 (each, a "partial calendar year"). Total dollar volume of the Purchasing Card Program activity shall not include (i) any "unauthorized use" as defined in Paragraph 17

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT

and (ii) any outstanding balances on Cardholder Accounts which are not paid on or before each Payment Due Date. Such Rebate shall be paid on or before February 1 of the following calendar year and shall be paid by check payable to the Entity or by a credit to a single account of the Entity (such account to be designated in writing to PNC Bank), as determined by PNC Bank. The Rebate shall be calculated for each calendar year or partial calendar year in accordance with the Rebate Table attached to this Agreement as Exhibit B and incorporated herein by reference. In no event shall a Rebate be payable by PNC Bank to the Entity if a Default by the Entity has occurred hereunder. After a Default, PNC Bank may setoff any amounts owed by the Entity under this Agreement against any Rebate earned.

7. PAYMENT.

Payments under this Agreement must be submitted by a PNC Bank initiated direct debit to a designated Entity account or by a Entity initiated wire transfer or ACH transfer in accordance with the procedures determined by PNC Bank. Any failure to comply with PNC Bank's procedures may result in payments being processed or deposited or credited after the Payment Due Date, in which case additional fees and charges, as described in the Fee Schedule, will be applicable, and the Entity agrees to pay PNC Bank such additional fees and charges upon demand. The payment methods set forth here are the only payment methods accepted by PNC Bank, unless PNC Bank, in its sole discretion, determines to add additional payment options. The Entity understands that the Entity's use of certain payment options may require the Entity to execute additional documents in order for PNC Bank to implement such payment options.

In addition to the other payment obligations of the Entity pursuant to this Agreement, the Entity agrees to pay immediately the full amount of any outstanding balance exceeding the Entity Credit Limit.

8. MONTHLY STATEMENTS; DISPUTED BILLINGS.

PNC Bank shall furnish to each Authorized Cardholder monthly statements ("Cardholder Statements"), reflecting all transactions posted to each Cardholder Account for such Authorized Cardholder. PNC Bank shall also furnish to the Program Administrator monthly statements reflecting all transactions posted to all Cardholder Accounts, and all activity relating to the charging of fees and charges under this Agreement, and any credits with respect to the same ("Monthly Entity Statements"). PNC Bank's statements to the Entity shall be in accordance with PNC Bank's standard reporting statement formats as of the time of such statements.

If the Entity or an Authorized Cardholder disputes, or suspects an error has been made with respect to, any charges or billings, the Entity must notify PNC Bank within sixty (60) days of the date of the Cardholder Statement on which the disputed charge or error first appeared. If the Entity does not so notify PNC Bank, the Entity waives any rights with respect to such disputed amount. Disputes regarding charges or billings under this Agreement shall be communicated in writing to PNC Bank at the address set forth in Paragraph 25. Communications should include the Authorized Cardholder's name and the Cardholder Account number, the dollar amount of any dispute or suspected error, the reference number and a brief description of the dispute or suspected error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT

9. ALLOCATION OF PAYMENTS.

PNC Bank may apply each payment made by the Entity in any order PNC Bank determines to be appropriate at the time payment is made (whether it be applied first to fees and other charges as may then be outstanding or first to the outstanding balance of the Purchasing Card Account or otherwise).

10. ENTITY REPRESENTATIONS; FINANCIAL INFORMATION; REQUIRED NOTICES; CREDIT REPORTS.

The Entity represents and warrants to PNC Bank that (a) the Entity has all necessary power and authority to execute, deliver, perform and take all actions contemplated by this Agreement, (b) all such action has been duly and validly authorized by all necessary proceedings on the Entity's part, and (c) this Agreement has been duly executed and delivered by the Entity and constitutes a valid, legal and binding agreement of the Entity enforceable against it in accordance with its terms.

The Entity agrees to furnish PNC Bank, upon PNC Bank's request, such authorizations, verifications, certificates and information as PNC Bank may require from time to time with respect to this Agreement and the Entity, including the authority and true signature of any Program Administrator or any person signing this Agreement or any amendments hereto (an "Authorized Contracting Officer"). If there is more than one Authorized Contracting Officer, as set forth on the Signature Page, the action or signature of any one Authorized Contracting Officer shall constitute authorization. Any Authorized Contracting Officer may be changed by written notice to PNC Bank from an authorized executive officer of the Entity, subject at such time to such additional authorizations, verifications and certificates as PNC Bank may require.

The Entity authorizes PNC Bank to obtain credit reports in the Entity's name at any time, and acknowledges that PNC Bank may from time to time report its credit experience with the Entity to third parties, including governmental authorities.

The Entity shall deliver to PNC Bank as soon as available, and in any event not later than one hundred twenty (120) days after the end of each fiscal year of the Entity, financial statements of the Entity in a form acceptable to PNC Bank; provided, however, that the Entity shall not be required to deliver such financial statements to PNC Bank hereunder if such financial statements are delivered by the Entity to PNC Bank or any of PNC Bank's affiliates under any lending or other relationship. The Entity agrees that PNC Bank and its affiliates may share information that PNC Bank and any affiliate receive from the Entity under this Agreement and under other lending and business relationships. In the event that any financial information submitted to PNC Bank has been prepared by an outside accountant in New Jersey, the same shall be accompanied by a statement in writing signed by the accountant disclosing that the accountant is aware that the information prepared by the accountant would be submitted to and relied upon by PNC Bank in connection with PNC Bank's determination to grant or continue credit.

The Entity shall notify PNC Bank within five (5) Banking Days after the occurrence of each Default under Paragraph 12 by providing a statement of the Authorized Contracting Officer setting forth the details of such Default and the action which the Entity proposes to take with respect thereto.

11. CONFIDENTIAL AND PROPRIETARY INFORMATION.

In connection with the Purchasing Card Services and this Agreement, PNC Bank and the Entity will be providing to each other, whether orally, in

COSTARS PARTICIPATING ADDENDUM

DRAFT FOR DISCUSSION PURPOSES. THIS IS NOT A COMMITMENT TO EXTEND CREDIT.

VISA PURCHASING CARD AGREEMENT

writing or in electronic format, nonpublic, confidential or proprietary information (collectively, "Confidential Information"). Each of the Entity and PNC Bank agrees (a) to hold the Confidential Information of the other in strict confidence, (b) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access to employees, officers, directors, agents, representatives, external or internal auditors or regulatory authorities of a party requiring disclosure or access in the course of employment or services, and (c) not to use such Confidential Information except in connection with the Purchasing Card Services and for the purposes of this Agreement. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilizes the same control (but no less than reasonable) as it does to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of this Agreement where such information: (i) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (ii) is released by the originating party to anyone without restriction; (iii) is rightly obtained from third parties not, to such receiving party's knowledge, under obligation of confidentiality; or (iv) is required to be disclosed by subpoena or similar process of applicable law or regulations.

For the purposes of this Agreement, Confidential Information of a party shall include, without limitation, any scientific or technical information, design, process, procedure or improvement and all concepts, documentation, reports, data, data formats, specifications, computer software, source code, object code, user manuals, financial models, screen displays and formats, software, databases, inventions, knowhow, showhow and trade secrets, whether or not patentable or copyrightable, whether owned by PNC Bank or any third party,

together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals or other documents or materials which contain or otherwise reflect any of the foregoing information.

Notwithstanding anything to the contrary in this Paragraph 11 or in any other part of this Agreement, the Entity authorizes PNC Bank to disclose to the Commonwealth such information about the Entity's Purchasing Card Program as the Commonwealth may request from time to time.

Each of the Entity and PNC Bank agrees to return to the other all Confidential Information of the other upon the termination of this Agreement; provided, however, each party may retain such limited information for customary archival and audit purposes only for reference with respect to prior dealings between the parties subject at all times to the continuing terms of this Paragraph 11.

Each of the Entity and PNC Bank agrees not to use the other's name or logo in any marketing, advertising or related materials, without the prior written consent of the other party.

12. EVENTS OF DEFAULT.

Any of the following constitute an event of default (each, a "Default") of the Entity under this Agreement:

- (a) any payment is not made on the applicable Payment Due Date or any other obligation under this Agreement is not paid as and when it is due;
- (b) the terms of this Agreement are breached by the Entity or any Authorized Cardholder in any manner, or any representation or warranty made by the Entity hereunder is not true and correct when made;

COSTARS PARTICIPATING ADDENDUM

DRAFT FOR DISCUSSION PURPOSES. THIS IS NOT A COMMITMENT TO EXTEND CREDIT.

VISA PURCHASING CARD AGREEMENT

(c) less than 10 Purchasing Cards are issued and outstanding;

(d) the Entity or any Guarantor defaults under the terms of any other obligation to PNC Bank or to any of PNC Bank's affiliates;

(e) the Entity defaults (as principal or as guarantor or other surety) in any payment of any obligation (or set of related obligations) in respect of indebtedness for borrowed money in excess of \$25,000 in the aggregate beyond any period of grace with respect thereto;

(f) a bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding is commenced by or against the Entity or any Guarantor;

(g) any assignment by the Entity or any Guarantor for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of the Entity or any Guarantor held by or deposited with PNC Bank;

(h) the Entity or any Guarantor dies, ceases to conduct business as a going concern, becomes insolvent or is dissolved, or PNC Bank otherwise believes in good faith that the prospect of payment and/or performance under this Agreement is impaired;

(i) the entry of a final judgment against the Entity or any Guarantor in an amount in excess of \$25,000 and the failure to discharge or stay the judgment within ten days of the entry thereof;

(j) the revocation or attempted revocation, in whole or in part, of any guarantee by any Guarantor; or

(k) the occurrence of any event, condition, act, or fact which would constitute a material adverse change in, or would otherwise involve a substantial risk of any material adverse effect on,

the business, operations, conditions (financial or other) or prospects of the Entity.

As used herein, the term “**Guarantor**” means any guarantor of, or pledgor of collateral for, the Entity’s obligations to PNC Bank existing on the date of this Agreement or arising in the future.

13. REMEDIES.

Upon the occurrence of a Default as defined in Paragraph 12: (i) if a Default under clause (f) or (g) above shall occur, the full balance of all Cardholder Accounts and any other amounts payable under this Agreement shall be immediately due and payable, and the Entity Credit Limit, all Cardholder Accounts, and this Agreement will be immediately terminated, all without demand or notice of any kind; (ii) if any other Default shall occur, PNC Bank may, at its option, and without prior notification: (a) terminate the Entity Credit Limit, close any or all Cardholder Accounts to all use and terminate this Agreement, and (b) accelerate payment of the full balance on all Cardholder Accounts and any other amounts payable under this Agreement, and require immediate repayment in full of such amounts; and (iii) PNC Bank may exercise from time to time any of the rights and remedies available hereunder or under applicable law.

14. BANKER'S LIENS AND RIGHT OF SETOFF.

TO SECURE ALL OF THE ENTITY’S EXISTING AND FUTURE OBLIGATIONS TO PNC BANK HEREUNDER OR OTHERWISE, THE ENTITY HEREBY GRANTS PNC BANK A GENERAL LIEN ON, SECURITY INTEREST IN AND RIGHT OF SETOFF AGAINST ANY AND ALL OF THE ENTITY’S EXISTING AND FUTURE PROPERTY IN THE POSSESSION OF PNC BANK (INCLUDING WITHOUT LIMITATION, ALL DEPOSIT ACCOUNTS AND OTHER ACCOUNTS OF ANY TYPE).

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT

UPON THE OCCURRENCE OF ANY DEFAULT HEREUNDER, PNC BANK MAY SET OFF ANY SUCH PROPERTY OF THE ENTITY AGAINST ANY OBLIGATION THE ENTITY OWES TO PNC BANK, AND MAY EXERCISE ANY OTHER RIGHTS AND REMEDIES PERMITTED BY LAW. EVERY SUCH SECURITY INTEREST AND RIGHT OF SETOFF MAY BE EXERCISED WITHOUT DEMAND UPON OR NOTICE TO THE ENTITY. EVERY SUCH RIGHT OF SETOFF SHALL BE DEEMED TO HAVE BEEN EXERCISED IMMEDIATELY UPON THE OCCURRENCE OF A DEFAULT HEREUNDER WITHOUT ANY ACTION OF PNC BANK, ALTHOUGH PNC BANK MAY ENTER SUCH SETOFF ON ITS BOOKS AND RECORDS AT A LATER TIME.

In addition to the foregoing, all of the payment obligations of the Entity under this Agreement are intended to be secured by the property described in any collateral security documents that the Entity executes and delivers to PNC Bank in connection with this Agreement or that previously may have been or may in the future be executed and delivered to PNC Bank to secure any other obligations of the Entity to PNC Bank.

15. ENTITY CANCELLATION OF PURCHASING CARDS (CARDHOLDER ACCOUNTS) OR REDUCTION OF ACTIVITY LIMITS.

If the Entity at any time desires to cancel or reduce or otherwise change any activity limit or other requirement on any outstanding Purchasing Card (including as a result of the termination of an Authorized Cardholder's employment), the Program Administrator shall so notify PNC Bank in writing specifying the requested date of such action. A Program Administrator may orally authorize a change to any activity limit or other requirement on a Purchasing Card with respect to a particular transaction or transactions, on which PNC Bank may rely; provided, however, that for any such change to become permanent, such change must be set forth in writing by the Entity Program Administrator to PNC Bank.

Upon cancellation of any Purchasing Card or termination of any Cardholder Account, the Entity will promptly notify the Authorized Cardholder and will use its best efforts to obtain the canceled Purchasing Card and return such Purchasing Card to PNC Bank, cut in half, or otherwise destroy it. Upon cancellation of a Purchasing Card (other than a lost or stolen Purchasing Card as to which PNC Bank has received notice) or termination of any Cardholder Account (including as a result of termination of employment of an Authorized Cardholder as to which PNC Bank has received notice), the Entity shall remain liable for all outstanding balances incurred by the use of such Purchasing Card prior to such cancellation or termination, including all outstanding balances for transactions that may be posted to the Cardholder Account by a merchant after cancellation or termination, and all fees and other charges of any type as shall have accrued or as shall occur or accrue to PNC Bank with respect to such Cardholder Account. Upon reduction of or change in any activity limit or other requirement on any outstanding Purchasing Card, the Entity

COSTARS PARTICIPATING ADDENDUM

DRAFT FOR DISCUSSION PURPOSES. THIS IS NOT A COMMITMENT TO EXTEND CREDIT.

VISA PURCHASING CARD AGREEMENT

will promptly notify the Authorized Cardholder. Notwithstanding any such notice, the Entity shall remain liable for all amounts incurred by the use of such Purchasing Card.

16. TERMINATION; EFFECT OF TERMINATION.

The Rebate Table shall remain in effect until the earlier of (i) three (3) years from the Effective Date (and will be subject to renegotiation at the end of such period) or (ii) termination of this Agreement.

This Agreement shall remain in effect until terminated as provided herein. The Entity and PNC Bank may each terminate this Agreement at any time *without cause* upon at least sixty (60) days prior written notice to the other party (which notice shall specify the date of termination).

Upon termination of this Agreement, the full balance of all Cardholder Accounts and any other amounts payable under this Agreement shall be immediately due and payable in full.

The Entity hereby forever waives presentment, protest, notice of dishonor and notice of non-payment. The Entity also waives all defenses based on suretyship or impairment of collateral.

Notwithstanding any termination of this Agreement, this Agreement shall remain in full force and effect with respect to (i) all transactions hereunder that occur prior to the date of such termination, (ii) all fees and other charges as shall have accrued or as shall occur or accrue to PNC Bank with respect to such transactions, (iii) the confidentiality provisions set forth in Paragraph 11 of this Agreement, (iv) PNC Bank's general lien and right of setoff set forth in Paragraph 14 of this Agreement, (v) the indemnity provided by the Entity in Paragraph 20 of this Agreement, and (vi) the waiver of jury trial, venue and enforcement provisions of Paragraph 24. Further, upon any termination and on demand thereafter, the Entity

shall reimburse PNC Bank for any reasonable out-of-pocket expenses incurred by PNC Bank in connection with this Agreement and the Purchasing Card Services, including without limitation the costs (including attorneys' fees) associated with unused customized cards and forms and the collection of all amounts outstanding hereunder.

17. LOST OR STOLEN PURCHASING CARD; LIABILITY FOR UNAUTHORIZED USE.

The Entity agrees to notify PNC Bank immediately if the Entity suspects or knows that a Purchasing Card is lost or stolen by calling the following telephone number: (800) 685-4039. The Entity must immediately follow up the telephone call with written notice of the suspected or actual loss or theft of a Purchasing Card to PNC Bank at the address set forth in Paragraph 25.

The Entity shall be liable for all unauthorized use of any Purchasing Card. For the purposes of this Agreement, "unauthorized use" means the use of a Purchasing Card by a person, other than an Authorized Cardholder, who does not have actual, implied or apparent authority for such use, and from which the Authorized Cardholder or the Entity receives no benefit, including without limitation, any fraudulent use. The Entity will not, however, be liable for any unauthorized use that continues after PNC Bank is notified orally or in writing of unauthorized use and has had a reasonable time to act on such notice. Use of a Purchasing Card by an Authorized Cardholder at any time, even if an Authorized Cardholder is no longer employed or associated with the Entity, shall not constitute unauthorized use, subject to applicable law and Paragraph 15 of this Agreement.

The Entity understands that any liability any Authorized Cardholder may separately have to the Entity for the unauthorized use of any Purchasing

COSTARS PARTICIPATING ADDENDUM

DRAFT FOR DISCUSSION PURPOSES. THIS IS NOT A COMMITMENT TO EXTEND CREDIT.

VISA PURCHASING CARD AGREEMENT

Card is the lesser of \$50 or the amount of such unauthorized use.

18. FORCE MAJEURE.

Notwithstanding any other provisions of this Agreement, PNC Bank shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to acts of God, acts or omissions of Visa, the Entity or any third party (including Total Systems Inc. or Austin Acquisition, Inc.), severe weather, war, civil commotion, governmental action, fire, explosion, strikes, other industrial disturbances, equipment malfunction, or any other cause beyond PNC Bank's reasonable control.

19. NOTICE RE: COMMUNICATIONS BY TELEPHONE.

To review and monitor appropriate handling of inquiries and PNC Bank's performance, some telephone calls between employees or agents of PNC Bank and the Entity may be monitored by PNC Bank's supervisory or management personnel, without notice to the Entity or such employees or agents of PNC Bank. PNC Bank will not, however, make a sound recording of any telephone call without disclosure to the Entity.

20. INDEMNIFICATION.

The Entity shall indemnify and hold harmless PNC Bank and its affiliates and their respective directors, officers, employees and agents, from and against any and all losses, claims, damages, liabilities, judgments or amounts paid in settlement (or actions, suits or proceedings, or investigations in respect thereof), including reasonable attorneys' fees (collectively, "Losses") resulting from, relating to or arising out of this Agreement and the Purchasing Card Services; provided, however, that the Entity shall have no obligation to indemnify PNC Bank or its affiliates or their respective directors, officers, employees

or agents against any Losses to the extent such Losses result from the gross negligence or willful misconduct of PNC Bank or its affiliates, or their respective directors, officers, employees or agents.

21. DISCLAIMERS OF WARRANTIES, SPECIAL DAMAGES AND LIABILITIES.

PNC BANK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES.

IN NO EVENT SHALL PNC BANK BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY THE AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT PNC BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PNC BANK BE LIABLE FOR AN AMOUNT GREATER THAN FEES ALREADY RECEIVED FROM THE ENTITY HEREUNDER.

In addition, the Entity acknowledges and agrees that Visa U.S.A. Inc. and Visa International shall not be responsible for any claims, losses, damages or liabilities incurred by any Visa member (including PNC Bank) or by the agents, brokers, cardholders (including the Entity or any Authorized Cardholder), or merchants of any such Visa member arising out of the Visa Purchasing

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT

Card product, including without limitation the Purchasing Card Account and services provided under this Agreement. VISA U.S.A. INC. AND VISA INTERNATIONAL DISCLAIM ALL WARRANTIES WITH RESPECT TO THE VISA PURCHASING CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR ITS CONTRACTORS (INCLUDING PNC BANK), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**22. PRIOR AGREEMENTS;
AMENDMENTS; WAIVER;
CUMULATIVE REMEDIES.**

This Agreement (including any attachments and the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Entity and PNC Bank or any of PNC Bank's affiliates with respect to the subject matter hereof. Except as expressly provided in this Agreement, this Agreement may be amended or modified only by a written agreement signed by both PNC Bank and the Entity. No waiver by either party of any of its respective rights under this Agreement shall be effective unless in writing signed by an authorized representative of such party. If for any reason a party waives a right, such waiver shall not be construed to be continuing, nor shall such waiver limit or otherwise affect such party's right to exercise such right at a later time with or without notice. Each party's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which such party may have under agreements, at law or in equity.

23. ASSIGNMENT; BINDING EFFECT.

This Agreement (including any of the Entity's rights or obligations hereunder) may not be assigned or transferred, by operation of law or otherwise, by the Entity without the prior written consent of PNC Bank. This Agreement shall be binding upon the permitted successors and assigns of the Entity. No consent is required for PNC Bank to assign or otherwise transfer this Agreement or its rights or obligations hereunder.

**24. WAIVER OF JURY TRIAL; VENUE;
ENFORCEMENT.**

EACH OF THE ENTITY AND PNC BANK HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OF ANY NATURE RESULTING FROM, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

The Entity hereby irrevocably consents and agrees that any action, suit or proceeding resulting from, arising out of or related to this Agreement shall be instituted in any state or federal court in the Commonwealth of Pennsylvania (including the courts of the United States of America for the Western District of Pennsylvania) and hereby waives any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise. Nothing contained in this Agreement (including this Paragraph) shall prevent PNC Bank from bringing any action, suit or proceeding to enforce any award or judgment or exercise any rights against the Entity individually or against any property of the Entity within any other county, state or other foreign or domestic jurisdiction.

In the event of any breach of Paragraph 11, for which it is recognized that there may be no

COSTARS PARTICIPATING ADDENDUM

DRAFT FOR DISCUSSION PURPOSES. THIS IS NOT A COMMITMENT TO EXTEND CREDIT.

VISA PURCHASING CARD AGREEMENT

adequate remedy at law, and for which adequate consideration has been received, PNC Bank and the Entity shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law.

25. NOTICES.

All notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given if sent by personal delivery, mail, nationally recognized overnight courier, telegram, or facsimile, addressed,

in the case of notice to PNC Bank, to:

PNC Bank, National Association
Treasury Management
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attn: Commercial Card Operations
Mailstop: P7-PFSC-03-D

With a copy to:

PNC Bank, National Association
Treasury Management
Two PNC Plaza, 28th Floor
620 Liberty Avenue
Pittsburgh, Pennsylvania 15265
Attn: Risk Manager

or, if sent by facsimile, to (412) 705-0759, Attention: Commercial Card Operations and (412) 768-9951, Attention: Treasury Management Risk Manager;

and in the case of notice to the Entity, except as expressly provided below, to the Program Administrator at the address provided to PNC Bank in the PNC Bank Purchasing Card Corporate Contact Form.

In the case of the notice made by PNC Bank pursuant to Paragraph 16 of this Agreement, notice shall be provided to Authorized Contracting Officer at the address set forth on the Signature Page to this Agreement.

Any of the above notices or inquiries to the Entity may be sent to the applicable facsimile number set forth on the Signature Page for the Authorized Contracting Officer and the PNC Bank Purchasing Card Corporate Contact Form for the Program Administrator. Any address or facsimile number set forth or referred to above may be changed by the party to receive notice, providing notice is given in writing to the other party in accordance with these notice provisions.

Notwithstanding anything herein to the contrary, if the Entity has not identified any Program Administrator or Authorized Contracting Officer, or if PNC Bank is unable to determine the identity of such person from its records, then all notices to the Entity permitted or required by this Agreement shall be addressed to the Entity at the address shown on the records of PNC Bank.

26. CERTAIN DEFINITIONS.

In addition to the capitalized words and terms defined elsewhere in the Agreement, the following words and terms shall have the following meanings:

"Agreement" means this Visa Purchasing Card Agreement, including all Exhibits and attachments, as it and they may be amended from time to time.

"Banking Day" is a day other than Saturday, Sunday or public holiday under the laws of the Commonwealth of Pennsylvania, or other day on which banking institutions are authorized or obligated to close in Pittsburgh, Pennsylvania.

"Payment Due Date" refers to each date upon which payment of any type is due from the Entity

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT

to PNC Bank. The Payment Due Date for the amount shown on any Monthly Entity Statement as "Total Payment Due", including any disputed amounts (as described in Paragraph 8), shall be the date which is the number of days after the date identified on the Monthly Entity Statement as "Statement Date" selected by the Entity on or before the Effective Date that corresponds to the rebate tier, as shown on Exhibit B attached hereto.

27. GOVERNING LAW.

THIS AGREEMENT AND ALL QUESTIONS RELATING TO THE SUBJECT MATTER HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (EXCLUDING ITS CONFLICT OF LAW RULES) OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA.

28. CONSTRUCTION.

To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting the other provisions of this Agreement. Titles and headings to paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. All Schedules, Exhibits and Addenda to this Agreement are hereby made a part of this Agreement in all respects.

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT

ENTITY CREDIT LIMIT SCHEDULE

Date: _____

Entity: _____

Entity Credit Limit: \$ _____

In the event of a change in the Entity Credit Limit, as provided in the VISA Purchasing Card Agreement, PNC Bank will prepare a revised Entity Credit Limit Schedule and will send a copy to the Entity. The revised Entity Credit Limit will be effective as of the date set forth on the new Entity Credit Limit Schedule.

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT

SIGNATURE PAGE

By executing this Signature Page, the undersigned acknowledge that they have read the foregoing Visa Purchasing Card Agreement and agree to abide and be bound by its terms and conditions.

PNC BANK, NATIONAL ASSOCIATION

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

[NAME OF COSTARS ENTITY]

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

Form of Organization (*please check*):
____ Corporation; ____ Partnership;
____ Other (Specify: _____)

State of Organization: _____

Address: _____

Facsimile Number of Authorized Contracting Officer: _____

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT



Exhibit A

*Prepared for
Costars Entity*

Purchasing Card Fee Schedule

Category	Standard Price	
I. Monthly Program Maintenance Fee <i>Standard Account Includes:</i> <ul style="list-style-type: none"> ➢ Program administration ➢ Cardholder statements ➢ Invoices ➢ Standard paper reports ➢ Cards (no limit on # of accounts) ➢ Transmissions (EDI or Flat File) 	\$200 per month	Waived***
II. Transaction Fee 0 - 500 500 - 1,000 > 1,000	\$.50 per transaction \$.25 per transaction No charge	Waived***
III. Web Based Reporting <i>(Visa Information Source)</i>	\$100/month	Waived***
IV. Corporate Account Late Fee	1% of outstanding balance at 15 days past the next statement cycle close date*	1% of outstanding balance at 15 days past the next statement cycle close date*
V. Cash Advance Transaction Fee	\$3 or 3% per advance <i>(whichever is greater)</i>	\$3 or 3% per advance <i>(whichever is greater)</i>
VI. Foreign Exchange Fee	Exchange Rate + 1%**	Exchange Rate + 1%**
VII. Customization of Card Graphics Type I: Custom Black and White Logo on Standard PNC Bank Card Design <ul style="list-style-type: none"> - Image and Template Design <i>(limited to two different images)</i> - Cost of graphics per card Type II: Custom Card Design or Custom Colors <ul style="list-style-type: none"> - Card Customization (image) - Card Customization per card Order quantity in increments of 1000	\$250 per image \$1 per card TBD by design	\$250 per image \$1 per card TBD by design

* If payment in full of amounts due under a monthly statement has not been made by the date that is 15 days after the next statement closing date, then 1% of the outstanding balance will be charged as a late fee and will appear on the next statement.

** Visa will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%.

*** All pricing is waived for a period of six (6) months following issuance of any purchasing cards ("Implementation"). If at the end of six (6) months following Implementation, the monthly spend of the Purchasing Card program would not, if annualized, achieve an annual Dollar Volume, as defined in this Agreement, of \$120,000, then standard pricing will thereafter be implemented.

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT



Exhibit B

*Prepared for
Costars Entity*

Purchasing Card Rebates

PNC Bank offers the following rebate incentives to _____ based on monthly payment terms being the number of days after the Monthly Cycle Date (Statement Date) as designated in the chart below, and the Entity shall select the applicable payment terms on or before the Effective Date:

Annual Dollar Volume*	Rebate Tiers**		
≥ \$15,000,000	65	60	55
\$10,000,000 to \$14,999,999	60	55	50
\$5,000,000 to \$9,999,999	50	45	40
\$2,500,000 to \$4,999,999	40	35	30
\$1,000,000 to \$2,499,000	25	20	15
\$0 to \$999,999	0	0	0
Billing Cycle (Calendar Days)	30	30	30
Payment Terms (Calendar Days)	7	14	25

* *Annual Dollar Volume = January through December total of sales minus returns minus cash advances minus transactions that qualify within the Visa Large Ticket Merchant program, all based on monthly statement cycle activity.*

** *Rebate Incentives are listed in basis points. One basis point equals .0001.*

Rebates are paid on an annual basis.

The above schedule reflects a corporate bill, payment, and liability program for Purchasing Card volume.

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT



Date

Costars Entity
Address
City, State Zip

[Costars Entity]:

[Costars Entity] and PNC Bank, National Association (“PNC Bank”) have entered into a Visa Purchasing Card Agreement on or about the date hereof (the “Agreement”) under which PNC Bank provides to you Visa Purchasing Card services (“Services”). This letter is an addendum to the Agreement.

In connection with the Agreement, you have elected to use certain optional Internet-based services provided by Visa, known as Visa Information Management (“VIM”). VIM gives you access to certain on-line reporting and reconciliation capabilities and allows you to download information into your accounting system and to change the activity limits on cards. VIM shall also include other functions, such as the ability to order the issuance of new cards, as and when Visa may add them from time to time.

In order to use VIM, you must register with Visa. You will be required to indicate to Visa, and may be required to indicate to third parties that Visa may use in providing VIM to you, your acceptance of their terms and conditions that will govern your access to and use of VIM. You will be responsible for granting access to and authority to use VIM to one or more persons within your organization in accordance with procedures established by Visa. In connection with your use of VIM, you authorize us to exchange with Visa and, as necessary, with third parties used by Visa, information about you and your Purchasing Card transactions. You also understand and agree that when you use VIM to change an activity limit, order a new card or give other instructions, Visa will communicate those instructions to PNC Bank, and, provided that the person giving those instructions entered the proper security or other codes or identifying numbers, we will comply with the instructions we receive from Visa without further verifying those instructions with you. PNC Bank will assist you with VIM customer service matters but we will have no liability to you in connection with the performance or failure to perform of VIM. If you wish to terminate your use of VIM, you must notify us in writing of the termination at the following address: 500 First Avenue Pittsburgh, PA 15219 MS: P7-PFSC-03-D Attn: PNC Card Services.

COSTARS PARTICIPATING ADDENDUM

**DRAFT FOR DISCUSSION PURPOSES.
THIS IS NOT A COMMITMENT TO EXTEND CREDIT.**

VISA PURCHASING CARD AGREEMENT

All other terms and conditions of the Agreement shall remain in full force and effect.

By signing below, the Entity and PNC Bank agree to be legally bound by the terms of this addendum.

[Costars Entity]

By: _____

Print Name: _____

Title: _____

Date: _____

PNC Bank, National Association

By: _____

Print Name: _____

Title: _____

Date: _____

Contract No. _____

**PARTICIPATING ADDENDUM
PURCHASING CARD SERVICES PROGRAM**

This Participating Addendum ("Addendum") is entered into this _____ day of _____, 200__, pursuant to the Purchasing Card, Agency Travel Card and Corporate Card Services Program Contract (the "Master Contract"), between **PNC Bank, National Association** (the "Contractor") and the Commonwealth of Pennsylvania (the "Commonwealth"), acting by and through the Department of General Services ("DGS") and the Office of the Budget ("OB"). The parties to this Addendum hereby create a separate contract between the Contractor and _____ ("Participating State").

WHEREAS, the Commonwealth, pursuant to the Commonwealth Procurement Code, 62 Pa.C.S. §101 *et seq.*, entered into the Master Contract with the Contractor, pursuant to which the Contractor provides Purchasing Card, Agency Travel Card and Corporate Card services as described in the Master Contract to Commonwealth agencies; and

WHEREAS, Participating State desires to participate in the Master Contract as an additional contracting party to procure only Purchasing Card services from the Contractor under the Master Contract.

NOW THEREFORE, intending to be legally bound hereby, Participating State and the Contractor agree as follows:

1. Except as set forth in the Special Terms defined below, Participating State and the Contractor agree to be bound by those terms and conditions and rebates that relate to the Purchasing Card services and are set forth in the Master Contract, which is made a part of this Addendum and incorporated herein by reference.
2. Participating State and the Contractor agree to be bound by the Special Terms and Conditions attached hereto as Exhibit A and made part of this Addendum ("Special Terms").

3. Participating State authorizes the Contractor to provide the Commonwealth of Pennsylvania, through its Department of General Services or other designated department, a quarterly report of its spend volume and acknowledges and agrees that the Contractor may pay the Commonwealth an incentive related to the Participating State's participation in such Purchasing Card program.

4. To the extent that there is a conflict between the Master Contract and the Special Terms, the order of precedence shall be: the Special Terms and then the Master Contract.

IN WITNESS WHEREOF, the parties have signed this Addendum.

Witness:

PNC Bank, National Association

By: _____

By: _____

Printed Name/Date

Printed Name/Title/Date

Federal I.D. Number

State of _____

By: _____

Printed Name/Title/Date

Exhibit A

PARTICIPATING STATE SPECIAL TERMS AND CONDITIONS

**STANDARD CONTRACT
TERMS AND CONDITIONS
FOR DEPARTMENT OF GENERAL SERVICES
STATEWIDE SERVICES CONTRACTS - SAP**

1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Special Conditions and Instructions, whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.

The fully executed Contract shall not contain "ink" signatures by the Commonwealth. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a binding, valid contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also represents that all approvals required by Commonwealth contracting procedures have been obtained.

The Contractor shall not start the performance of any work until all of the following have occurred: a. the Effective Date has arrived; b. the Contractor has received a copy of the fully-executed Contract; and c. the Contractor has received a purchase order from a Commonwealth agency. The Commonwealth shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully-executed Contract or before the Contractor has received a purchase order. Except as otherwise provided in Paragraph 3, no Commonwealth employee has the authority to verbally direct the commencement of any work under this Contract prior to the Effective Date.

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract, or any part of the Contract, for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new Contract.

2. ESTIMATED QUANTITIES

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase services covered under the Contract through a separate competitive procurement procedure, whenever the Department of General Services deems it to be in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the services exists.

3. PURCHASE ORDERS

Commonwealth agencies may issue purchase orders against the Contract. These orders constitute the Contractor's authority to make delivery. All purchase orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept purchase orders which require performance extended beyond those performance time periods specified in the Contract but in no event longer than ninety (90) days after the expiration date of the Contract period. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders will not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the purchase order to be legally enforceable.
- b. Upon receipt of an order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth agency, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine contract purchase order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase orders under three thousand dollars (\$3,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement VISA Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Procurement VISA card.

4. INDEPENDENT CONTRACTOR

In performing the services required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.

5. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

6. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

7. POST-CONSUMER RECYCLED CONTENT

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified in Exhibits A-1 through A-8 to these Standard Contract Terms and Conditions.

8. COMPENSATION/EXPENSES

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

9. INVOICES

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by line item to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amount due under the Contract/purchase order. The purchase order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rate, and the purchase order or task order to which it refers.

10. PAYMENT

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Provide Service and Bill To" address on the contract purchase order, if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or purchase order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or purchase order.

11. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 2374001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

12. WARRANTY

The Contractor warrants that all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. The Contractor shall pass through to the

Commonwealth the manufacturer's warranty for all parts or supplies provided under the Contract. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the Commonwealth.

13. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the purchase order which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the commonwealth under the purchase order. The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the purchase order. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

14. OWNERSHIP RIGHTS

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

15. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of the Contract.

16. HOLD HARMLESS PROVISION

The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the Commonwealth, defend any and all actions brought against the Commonwealth based upon any such claims or demands.

17. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract.

The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

18. DEFAULT

a. The Commonwealth may, subject to the provisions of Paragraph 19, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 20, Termination Provisions) the whole or any part of this Contract including a purchase order, for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or contract purchase order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or contract purchase order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 5) Discontinuance of work without approval;
- 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 7) Insolvency or bankruptcy;
- 8) Assignment made for the benefit of creditors;
- 9) Failure or refusal within 10 days after written notice by the Buyer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 10) Failure to protect, to repair, or to make good any damage or injury to property; or
- 11) Breach of any provision of this Contract.

b. In the event that the Commonwealth terminates this Contract in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.

c. If the Contract is terminated in whole or in part as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Department of General Services, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Buyer. The Commonwealth may withhold from amounts otherwise due the

Contractor for such completed or partially completed works, such sum as the Buyer determines to be necessary to protect the Commonwealth against loss.

- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in Paragraph 21, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

19. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

20. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a purchase order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or purchase order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract for Contractor default under Paragraph 18, Default, upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a purchase order for other cause as specified in this Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a contract purchase

order for cause, then, at the Commonwealth's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 20.a.

21. CONTRACT CONTROVERSIES

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the final determination denying a claim or within 135 days of filing a claim, if no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

22. ASSIGNABILITY AND SUBCONTRACTING

- a. Subject to the terms and conditions of this Paragraph 22, the Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under the Contract without the prior written consent of the Buyer, which consent may be withheld at the sole and absolute discretion of the Buyer.
- c. The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Buyer, which consent may be withheld at the sole and absolute discretion of the Buyer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Buyer, assign its rights to payment to be received under the Contract or a contract purchase order, provided that the Contractor provides written notice of such assignment to the Buyer and the ordering Commonwealth agency together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- e. For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Buyer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Buyer written notice of any such change of name.

23. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

24. CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
 - 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - 3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) **Financial interest** means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

- 5) **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.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
 - d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
 - g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
 - h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
 - j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. 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 which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
 - k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

25. CONTRACTOR RESPONSIBILITY PROVISIONS

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

- b. The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, 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 investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dqs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

26. AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

27. HAZARDOUS SUBSTANCES

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq.

- a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
 - 1) Hazardous substances:

- a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
- 2) Hazardous mixtures:
- a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
- 3) Single chemicals:
- a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and
 - c) The name, address, and telephone number of the manufacturer.
- 4) Chemical Mixtures:
- a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- b. Material Safety Data Sheet. The contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

28. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract purchase order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract purchase order without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

29. APPLICABLE LAW

The Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

30. INTEGRATION

The RFQ - Invitation For Bids form and the Contract form, including all documents referenced on the forms, as well as the purchase orders constitute the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Commonwealth form.

31. CHANGES

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the service within the scope of the Contract; 3) to exercise an option to purchase or early payment option; 4) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 5) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by: a. the contracting officer shown on the Contract form, or b. the agency contracting officer for changes to purchase orders by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, modifications or exercises of purchase options will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the supply in accordance with the change. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Paragraph 21, "Contract Controversies".

EXHIBIT A-1
CONSTRUCTION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber Plastic	90 -	- 90
Patio Blocks	Rubber or Rubber Blends Plastic or Plastic Blends	90 -	- 90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint: --Consolidated ¹ --Reprocessed ² ----White, Off-White, Pastel Colors ----Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material Recovered Material Recovered Material	100 20 50	- - -
Shower and Restroom Dividers/Partitions:	Plastic Steel ⁴	20 16 67	- 9 33
Carpet Cushion: --Bonded Polyurethane --Jute --Synthetic Fibers --Rubber	Old Carpet Cushion Burlap Carpet Fabrication Scrap Tire Rubber	15 40 - 60	- - 100 -
Railroad Grade Crossing Surfaces --Concrete --Rubber ³ --Steel ⁴	Coal Fly Ash Tire Rubber Steel	- - 16 67	15 85 9 33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

¹ Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.

² Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

³The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives

⁴ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

Bidder certifies that the construction product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the construction product(s), to provide the Commonwealth with documentary evidence that the construction product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-2
VEHICULAR PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-3
PAPER PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and	20

	identification and tabulating cards	
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	25 25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill

Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

EXHIBIT A-4
LANDSCAPING PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All landscaping products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Landscaping Products	Recovered Material Content
Hydraulic Mulch: -----Paper -----Wood/Paper	100% (post-consumer) 100% (total)
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use compost made from yard trimmings, leaves, grass clippings and/or food wastes for applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in erosion control and soil reclamation. DGS further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: -----Rubber and/or Plastic Soaker Hose: -----Rubber and/or Plastic	60% (post-consumer) 60% (post-consumer)
Lawn and Garden Edging: -----Rubber and/or Plastic	30% (post-consumer)/30-100% (total)
Landscaping Timber and Posts: -----HDPE -----Mixed Plastics/Sawdust -----HDPE/Fiberglass -----Other mixed Resins	25% (post-consumer) + 50% (recovered) 50% (post-consumer) + 50% (recovered) 75% (post-consumer) + 20% (recovered) 50% (post-consumer) + 45% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the landscaping product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the landscaping product(s), to provide the Commonwealth with documentary evidence that the landscaping product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**EXHIBIT A-5
MISCELLANEOUS PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All miscellaneous products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Miscellaneous Products	Recovered Material Content
Awards and Plaques -----Glass -----Wood -----Paper -----Plastic and Plastic/Wood Composites	75% (post-consumer) + 25% (recovered) 100% (total) 40% (post-consumer) 50% (post-consumer) + 45% (recovered)
Industrial Drums -----Steel ¹ -----Plastic (HDPE) -----Fiber (paper)	16% (post-consumer) + 9% (recovered) 30% (post-consumer) 100% (post-consumer)
Mats -----Rubber -----Plastic -----Rubber/Plastic Composite	75% (post-consumer) +10% (recovered) 10% (post-consumer) + 90% (recovered) 100% (post-consumer)
Pallets -----Wood -----Plastic -----Thermoformed -----Paperboard	95% (post-consumer) 100% (post-consumer) 25% (post-consumer) 50% (post-consumer)
Signage -----Plastic -----Aluminum -----Plastic Sign Posts/Supports -----Steel Sign Posts/Supports ²	80% (post-consumer) 25% (post-consumer) 80% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Sorbents -----Paper -----Textiles -----Plastics -----Wood ³ -----Other Organics/Multimaterials ⁴	90% (post-consumer) +10% (recovered) 95% (post-consumer) 25% (total) 100% (total) 100% (total)
Manual-Grade Strapping -----Polyester -----Polypropylene -----Steel ²	50% (post-consumer) 10% (total) 16% (post-consumer) +9% (recovered) 67% (post-consumer) +33% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

¹Steel used in steel drums is manufactured using the Basic Oxygen Furnace (BOF) process, which contains 25-30% total recovered material, of which 16% is post-consumer steel. Steel used in manual-grade strapping is manufactured using either the BOF process or the Electric Arc Furnace (EAF) process, which contains 100% total recovered materials, of which 67% is post-consumer steel.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

³ "Wood" includes materials such as sawdust and lumber mill trimmings.

⁴ Examples of other organics include, but are not limited to, peanut hulls and corn stover. An example of multimaterial sorbents would include, but not be limited to, a polymer and cellulose fiber combination.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-6
NONPAPER OFFICE PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All nonpaper office products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Nonpaper Office Product	Recovered Material Content
Recycling Containers and Waste Receptacles: -----Plastic -----Steel ¹ -----Paper -----Corrugated -----Solid Fiber Boxes -----Industrial Paperboard	20% (post-consumer) 16% (post-consumer) + 9% (recovered) 25% (post-consumer) 40% (post-consumer) 40% (post-consumer) + 60% (recovered)
Plastic Desktop Accessories (polystyrene) including desk organizers, sorters, and trays, and memo, note, and pencil holders.	25% (post-consumer)
Binders: -----Plastic-Covered -----Paper-Covered -----Pressboard -----Solid Plastic -----HDPE -----PE -----PET -----Misc. Plastics	25% 75% (post-consumer) + 15% (recovered) 20% (post-consumer) + 30% (recovered) 90% (post-consumer) 30% (post-consumer) 100% (post-consumer) 80% (post-consumer)
Trash Bags (plastic)	10% (post-consumer)
Toner Cartridges	Return used toner cartridges for remanufacturing and reuse or purchase a remanufactured or recycled-content replacement cartridge.
Printer Ribbons	Procure printer ribbon reinking or reloading services or procure reinked or reloaded printer ribbons.
Plastic Envelopes	25% (post-consumer)
Plastic Clipboards: -----HDPE -----PS -----Misc. Plastics	90% (post-consumer) 50% (post-consumer) 15% (post-consumer)
Plastic File Folders -----HDPE	90% (post-consumer)
Plastic Clip Portfolios -----HDPE	90% (post-consumer)
Plastic Presentation Folders -----HDPE	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

¹ The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is made from steel manufactured from in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel.

“Recovered Materials” refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

EXHIBIT A-7
PARK & RECREATION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All park and recreation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Park & Recreation Product	Recovered Material Content ¹
Park Benches & Picnic Tables:	
-----Plastic ²	90% (post-consumer) + 10% (recovered)
-----Plastic Composites	50% (post-consumer) + 50% (recovered)
-----Aluminum	25% (post-consumer)
-----Concrete	15% (total)
-----Steel ³	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
Plastic Fencing for Specified Uses⁴	60% (post-consumer) + 30% (recovered)
Playground Equipment	
-----Plastic ³	90% (post-consumer) + 10% (recovered)
-----Plastic Composites	50% (post-consumer) + 45% (recovered)
-----Steel ⁴	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
-----Aluminum	25% (post-consumer)
Playground Surfaces:	
-----Plastic or Rubber	90% (post-consumer)
Running Tracks:	
-----Plastic or Rubber	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the park and recreational product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the park and recreational product(s), to provide the Commonwealth with documentary evidence that the park and recreational product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ The recommended recovered materials content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² "Plastic" includes both single and mixed plastic resins. Park benches and picnic tables made with recovered plastic may also contain other recovered materials such as sawdust, wood, or fiberglass. The percentage of these materials contained in the product would also count toward the recovered materials content level of the item.

³ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (AF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

⁴ Designation includes fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

EXHIBIT A-8
TRANSPORTATION PRODUCTS
RECYCLED CONTENT

(A) **REQUIREMENT**

All transportation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Transportation Products	Recovered Material Content ¹
Traffic Cones: -----Plastic (PVC and LDPE) -----Crumb Rubber	50% (recovered) 50% (recovered)
Traffic Barricades (type I and II only): -----Plastic (HDPE, LDPE, PET) -----Steel ² -----Fiberglass	80% (post-consumer) + 20% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 100% (recovered)
Parking Stops: -----Plastic and/or Rubber -----Concrete Containing Coal Fly Ash -----Concrete Containing Ground Granulated Blast Furnace Slag	100% (recovered) 20% (recovered) 15% when used as a partial cement replacement as an admixture in concrete. 25% (recovered)
Traffic Control Devices: -----Channelizers: -----Plastic -----Rubber (base only) -----Delineators: -----Plastic -----Rubber (base only) -----Steel (base only) ² -----Flexible Delineators	25% (post-consumer) 100% (post-consumer) 25% (post-consumer) 100% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the transportation product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the transportation product(s), to provide the Commonwealth with documentary evidence that the transportation product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ Content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

MANUFACTURER/MILL CERTIFICATION

(To be submitted with invoice for each order)

TO BE COMPLETED BY MANUFACTURER/MILL:

NAME OF MANUFACTURER/MILL: _____

ADDRESS OF MANUFACTURER/MILL: _____

FEDERAL EMPLOYER I.D. NO.: _____

CONTRACT OR REQUISITION NO. _____

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

Type of product(s) which the manufacturer/mill furnished to the contractor: _____

CERTIFICATION: I, the undersigned officer of the above-named manufacturer/mill, do hereby certify that I am authorized to provide this certification on behalf of the above-named manufacturer/mill and that the type of product(s) listed above which my company furnished to the contractor named above for the referenced contract or purchase requisition, contained not less than _____% post-consumer materials and _____% recovered materials as those terms are defined in the invitation for bids. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

Signature

Name of Signatory

Title

Date

EXHIBIT C

Negotiated Rebate/Discount/Incentive Submittal RFP Number CN00023160 Purchasing Card, Agency Travel Card and Corporate Card Contract

Schedule 1 – Purchasing/ Agency Travel Card/ ACI Program Rebate Rates

Purchasing/Agency Travel Invoice Paid Within

Annual Dollar Volume*	5 Days	10 Days	15 Days	20 Days	25 Days	30 Days	35 Days	40 Days	45 Days
\$0 - \$125,000,000	133	128	123	118	113	108	103	98	93
\$125,000,000 - \$149,999,999	145	140	135	130	125	120	115	110	105
\$150,000,000 - \$174,999,999	147	142	137	132	127	122	117	112	107
\$175,000,000 - \$199,999,999	149	144	139	134	129	124	119	114	109
\$200,000,000 - \$224,999,999	152	147	142	137	132	127	122	117	112
\$225,000,000 - \$249,999,999	155	150	145	140	135	130	125	120	115
≥ \$250,000,000	158	153	148	143	138	133	128	123	118

Schedule 2 – Corporate Card Program Rebate Rates

Annual Dollar Volume*	Rebate in Basis Points
\$0 - \$9,999,999	83
\$10,000,000 - \$19,999,999	83
\$20,000,000 - \$29,999,999	83
\$30,000,000 - \$39,999,999	83
\$40,000,000 - \$49,000,000	83
≥ \$50,000,000	83

**Dollar Volume = January through December total of sales minus returns minus transactions that qualify within the Visa Large Ticket Merchant program.*

Schedule 3 – DGS COSTARS Program Rebate Rates

Annual Dollar Volume	Rebate (bps)		
≥ \$15,000,000	65	60	55
\$10,000,000 to \$14,999,999	60	55	50
\$5,000,000 to \$9,999,999	50	45	40
\$2,500,000 to \$4,999,999	40	35	30
\$1,000,000 to \$2,499,999	25	20	15
\$0 to \$999,999	0	0	0
Billing Cycle (Calendar Days)	30	30	30
Payment Terms (Calendar Days)	7	14	25

Additionally, on an annual basis, PNC will provide an incentive to the Commonwealth, equal to ten (10) basis points of the COSTARS volume if Annual Dollar Volume of the COSTARS program exceeds \$25 Million in aggregate Annual Dollar Volume.

Schedule 4 - Other Incentives

As the Commonwealth has requested a three year contractual term with the option to renew for two separate one year additional terms, PNC agrees to provide a one-time signing bonus of \$500,000, to be paid to the Commonwealth upon execution by both parties of the Contract, including obtaining all final Commonwealth approvals thereto.

Incentive for Other State's Participation in Commonwealth contract

If other states choose to participate in the Commonwealth of Pennsylvania Purchasing Card, Agency Card and Corporate Card contract under the terms set forth in paragraph 12 of Exhibit F of the Contract, PNC will pay the Commonwealth an incentive of five (5) bps calculated on each state's annual dollar volume.

EXHIBIT D

Negotiated Disadvantaged Business (MWDBE) Submittal RFP Number CN00023160 Purchasing Card, Agency Travel Card and Corporate Card Contract

The processing of the procurement card payments for the Commonwealth requires PNC to utilize three subcontractors. The subcontractors are as follows:

1. Total Systems Inc. – provides card based processing systems and various other services.
2. Visa – provides the card based payment system network supporting transactions, processing and settlement.
3. Works – provides the ActivePay® solution.

Throughout the term of this contract, PNC Bank, N.A. (PNC) commits to maintaining and growing its business relationships with certified minority and women-owned businesses (MWBE).

PNC shall comply with this commitment in the following manner:

PNC commits to spend \$25,000 with MWBEs to provide products or services directly related to the Commonwealth program, and agrees to work in good faith with the Commonwealth to identify other opportunities for PNC to work with MWBEs in support of PNC's business generally.

The Commonwealth recognizes and understands that (a) PNC's business needs, and its commitments to MWBE businesses, may change throughout the course of this contract, and (b) PNC's ability to use MWBE businesses may not all be directly related to the services that PNC will provide to the Commonwealth or its agencies pursuant to this contract. In this event, PNC agrees to work with the Commonwealth to identify other MWBEs that may provide other products and services so that PNC's overall commitment to MWBEs that provide products and services that are indirectly related to those provided to or for the benefit of the Commonwealth is maintained at a minimum of \$160,000 in total per year.

REQUEST FOR PROPOSALS FOR

Purchasing/Travel Cards

ISSUING OFFICE

**Department of General Services
Bureau of Procurement**

**RFP NUMBER
CN00023160**

DATE OF ISSUANCE

February 6, 2007

**REQUEST FOR PROPOSALS FOR
CN00023160**

TABLE OF CONTENTS

CALENDAR OF EVENTS iii

Part I — GENERAL INFORMATION1

Part II — PROPOSAL REQUIREMENTS14

Part III — CRITERIA FOR SELECTION22

Part IV — WORK STATEMENT25

APPENDIX A CONTRACT TERMS AND CONDITIONS

**APPENDIX B DOMESTIC WORKFORCE UTILIZATION
CERTIFICATION**

APPENDIX C COSTARS PROGRAM QUESTIONNAIRE

APPENDIX D PROPOSAL COVER SHEET

APPENDIX E MANDATORY REQUIREMENTS

APPENDIX F REBATE/DISCOUNT/INCENTIVES

**APPENDIX G STATISTICS FOR THE PURCHASING CARD, AGENCY
TRAVEL CARD, AND CORPORATE CARD**

**APPENDIX H MANAGEMENT DIRECTIVE 310.23 COMMONWEALTH
PURCHASING CARD PROGRAM**

**APPENDIX I MANAGEMENT DIRECTIVE 230.13 – COMMONWEALTH
CORPORATE CARD PROGRAM**

APPENDIX J FILE FORMATS

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to ccrook@state.pa.us .	Potential Offerors	12:00 Noon EST 2/20/2007
Pre-proposal Conference : Commonwealth of Pennsylvania Department of General Services Bureau of Procurement 555 Walnut Street 6 th Floor, Forum Place Harrisburg, PA 17101 Conference Room 9	Issuing Office/Potential Offerors	02/21/2007 Time: 1:00-4:00
Official Answers to Potential Offeror questions will be posted to the DGS website (http://www.dgsweb.state.pa.us/comod/main.asp) no later than this date.	Issuing Office	02/23/2007
Please monitor website for all communications regarding the RFP.	Potential Offerors	On-going
Sealed proposal must be received by the Issuing Office at: Dept. of General Services Bureau of Procurement - Bid Room 555 Walnut Street 6 th Floor Forum Place Harrisburg, PA 17101-1914	Offerors	Until 1:30 P.M. EST 03/13/2007

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the Department of General Service’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for Purchasing Card, Agency Travel Card, and Corporate Card Programs (“Project”). Commonwealth is defined as such agencies participating in the programs; and such other Commonwealth entities that may be designated from time to time by the Department of General Services.

I-2. Issuing Office. The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be

Cheryl Crook
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor Forum Place
Harrisburg, PA 17101-1914
Phone: (717) 346-2672
Email: ccrook@state.pa.us

the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is seeking a contractor to provide Purchasing Card, Agency Travel Card, and Corporate Card services for the Commonwealth. The Offeror is requested to prepare a proposal which will:

- a. Continue and enhance a Purchasing Card payment program to pay for the acquisition of materials and services.
- b. Continue and enhance an Agency Travel Card program that provides for direct payment by the Commonwealth for airline reservations and potentially other travel related expenses.
- c. Continue and enhance a Corporate Card program in order to further reduce the number of cash advances and the number of hotel orders necessary to provide Commonwealth employees with a method to meet travel costs.

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, the contract will be a no-fee contract containing the Standard Contract Terms and Conditions as shown in **Appendix A** and will be available at www.dgs.state.pa.us/dgs/lib/dgs/forms/comod/procurementforms/spur12f.doc. The contract will also contain the special terms and conditions shown in Appendix A. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Preproposal Conference. The Issuing Office will hold a preproposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two** individuals per Offeror. The preproposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Preproposal Conference is **optional**.

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP CN00023160 Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at www.dgsweb.state.pa.us/comod/main.asp. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP, using the format provided in **Part II**, providing **ten (10) paper** copies of the proposal to the Issuing Office. In addition to the paper copies of the proposal, Offerors shall submit one **complete and exact** copy of the technical proposal on CD-ROM in Microsoft Office or Microsoft Office-compatible format. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. For this RFP, the proposal must remain valid for 120 days or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations. The information in the proposal will become a public record upon contract execution, except as limited by Section 106 (b)(1) of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 106 (b)(1).

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Disadvantaged Business Information. The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- a. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
- b. United States Small Business Administration-certified small disadvantaged businesses or 8(a) small disadvantaged business concerns.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as “socially disadvantaged,” the offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 787-6708
Fax: (717) 772-0021
Email: gs-bmwbo@state.pa.us

Program information and a database of BMWBO-certified minority- and women-owned businesses can be accessed at www.dgs.state.pa.us, DGS Keyword: BMWBO. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I-14. Information Concerning Small Businesses in Enterprise Zones. The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartorie
Center for Community Building
PA Department of Community and Economic Development
4th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120-0225
Phone: (717) 720-7409
Fax: (717) 787-4088
Email: akartorie@state.pa.us

I-15. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. When responding to questions and requirements presented in this RFP, the Offeror is warned against the use of technical jargon without further explanation. Offeror responses should be concise and understandable by a "non-technical" audience.

I-16. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-17. Discussions for Clarification, Demonstration and/or Oral Presentation. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

The Commonwealth reserves the right at its sole option to require, and the Offeror should plan to perform, prior to the selection of a proposal, an operational demonstration and/or an oral presentation on any hardware, software, support services, or any other capabilities included in the proposal. The Issuing Office will schedule these presentations at a location approved by the Commonwealth.

I-18. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-19. Proposal Contents. Offerors should not label proposal submissions as confidential or proprietary. The Issuing Office will hold all proposals in confidence and will not reveal or discuss any proposal with competitors for the contract, unless disclosure is required:

- i) Under the provisions of any Commonwealth or United States statute or regulation; or
- ii) By rule or order of any court of competent jurisdiction.

After a contract is executed, however, the successful proposal is considered a public record under the *Right-to Know Law*, 65 P.S. § 66.1—66.9, and therefore subject to disclosure. The financial capability information submitted under **Part II, Section II-7** shall not be disclosed in the final contract. All material submitted with the proposal becomes the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Issuing Office, in its sole discretion, may include any person other than competing Offerors on its proposal evaluation committee. The Issuing Office has the right to use any or all ideas presented in any proposal regardless of whether the proposal becomes part of a contract.

I-20. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following:

- i) Enter into pre-selection negotiations, including the use of an online auction;
- ii) Schedule oral presentations; and
- iii) Request revised proposals.

The Issuing Office will limit any discussions to responsible Offerors (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in **Part III, Section III-5**, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through negotiations, including the online auction.

I-21. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-22. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-23. Debriefing Conferences. Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

I-24. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-24**. The Issuing Office will provide oversight to ensure that all aspects of any contract that may be entered into are satisfactorily performed. The Offeror is responsible for identifying, in the proposal, all personnel and other needs the Offeror anticipates will be provided by the Commonwealth. Needs not specified will be assumed to be the responsibility of the Offeror. The Commonwealth will not provide office space or reproduction facilities. Training rooms will be made available based on availability and should be scheduled at minimum two weeks in advance.

I-25. Term of Contract. The term of the contract will commence on the Effective Date and will end three years after commencement, with the option to renew for two additional one-year terms. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-26. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- a. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement,

omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

- b. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- c. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- d. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- h. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

- j. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-27. Notification of Selection. The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

I-28. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgs.state.pa.us>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

I-29. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-30. COSTARS PROGRAM. For this RFP, the COSTARS Program is being made available for Purchasing Card Services Only.

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

A. Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit **only** to DGS-registered COSTARS members to make COSTARS purchases from this Contract.

- 1. A "local public procurement unit" is:
 - Any political subdivision;

- Any public authority;
 - Any tax exempt, nonprofit educational or public health institution or organization;
 - Any nonprofit fire, rescue, or ambulance company; and
 - To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.
2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.
- B. COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will participate under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.
- C. DGS is acting as a facilitator for COSTARS Purchasers who may wish to participate under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue their own procurement documents to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.
- D. Registered COSTARS Purchasers electing to participate in this Contract will issue their own procurement documents directly with the Contractor and be responsible for payment directly to the Contractor.
- E. The Contractor shall furnish to the DGS COSTARS Program Office and to the Office of the Budget a quarterly electronic Contract usage report detailing the previous quarter's Contract transaction activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
1. Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to

GS-PACostars@state.pa.us and to lcressin@state.pa.us or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101 and 6th Floor Verizon Tower, 303 Walnut Street, Harrisburg, PA 17101-1811. When DGS has instituted automated reporting, the Contractor shall comply with DGS's written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.

2. The Contractor shall include on each report the Contractor's name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of transactions to the specific Purchaser for the reporting period.
3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

F. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars.

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

Phone: 1-866-768-7827
E-mail: GS-PACostars@state.pa.us

I-31. Participating Addendum with an External Procurement Activity. For this RFP, the participation of an External Procurement Activity is limited to Purchasing Card Services Only.

Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

a. **Definitions.** The following words and phrases have the meanings set forth in this subsection a of **Part I, Section I-31**:

- 1) *External procurement activity*: The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. §1901]. An agency of the United States is an external procurement activity.”
- 2) *Participating addendum*: A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
- 3) *Public procurement unit*: The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”
- 4) *Purchasing agency*: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

b. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

c. **Additional Terms.**

- 1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- 2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
- 3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.

- 4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its rebate/discount/incentives accordingly.

d. **Rebate/Discount/Incentives.**

The Contractor's rebate/discount/incentives for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's rebate/discount/incentive may be adjusted with the mutual agreement of both the Contractor and any external procurement activity.

- e. **Usage Reports on External Procurement Activities.** The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of transactions to the external procurement activity for the reporting period.

- f. **Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All rebate/discount/incentives data relating to this proposal and all Disadvantaged Business rebate/discount/incentives should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

- a. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8**;
- b. Disadvantaged Business Submittal, in response to RFP **Part II, Section II-9**; and
- c. Rebate/Discount/Incentives Submittal, in response to RFP **Part II, Section II-10**.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

Offerors are instructed to develop responses that are practical and to elaborate on logistical considerations of project implementation, such as project work plan, work flow continuation/interruption, and how best to complete the tasks and services of this RFP. Also, when indicating that the proposed work plan can satisfy the requirements of this RFP, or that a particular task will be completed, the Offeror should describe how the task will be achieved, or how the Offeror will perform the given functions to ensure the success of the plan.

Sections should be tabbed and pages numbered consecutively for ease of review. Responses should be provided in the same tab and in the same sequence as the questions asked. Each question/requirement in this RFP should be restated (including section and number) by the Offeror and should be followed by the Offeror's corresponding answer or explanation. If an RFP question or requirement is not applicable, or if there is no answer, so state. Provide as an Appendix to the proposal any other information that may be relevant but does not appropriately fit into the tabs.

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided. Include a copy of the Offeror's most recent Report on Service Organization's Controls (SAS 70, as amended).

As part of the narrative description, address the following item related to the acceptance of the payment card:

1. Total number of businesses nationwide that accept the proposed card.
2. Total number of businesses in Pennsylvania that accept the proposed card.
3. Total number by types of businesses nationally that accept the card (e.g., department stores, home improvement stores, clothing stores, etc.).
4. Total number by types of businesses that accept the card within Pennsylvania (e.g., department stores, home improvement stores, clothing stores, etc.).
5. Total number of locations nationwide (exclusive of ATMs) that will accept the card.
6. Total number of locations in Pennsylvania (exclusive of ATMs) that will accept the card.
7. Identify the minimum dollar amount for a single purchase on the card, if any.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

II-4. Prior Experience. Include experience in the Offeror's relevant card systems, including those of any proposed subcontractors. The description should address experience with other governmental agencies and engagements similar to the size and scope of the work requested in this RFP. Provide detailed project descriptions, including contract duration, Offeror role and accomplishments. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-5. Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show

where these personnel will be physically located during the time they are engaged in the Project. The Offeror should describe the proposed organization structure, functional and contractual reporting responsibilities. For key personnel defined as the project manager and account manager, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in implementing and managing card programs. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

II-6. Training. The Commonwealth requires ongoing training to be provided for all agencies that participate in the program. Indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. Financial Capability. Describe your company's and any proposed subcontractor's financial stability and economic capability to perform the contract requirements. This must include an audited financial statement for the last two (2) fiscal years and a Dun and Bradstreet composite report for both the Offeror and each subcontractor.

II-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to renegotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the rebate/discount/incentives, on the basis of the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of terms and conditions other than those set out in **Appendix A**.

II-9. Disadvantaged Business Submittal.

a. **Disadvantaged Business Information.**

- i) To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services

through a purchase agreement), an Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:

- 1) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.
 - 2) Small Disadvantaged Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the *Small Business Act* (15 U.S.C. § 636(a)) as an 8(a) or small disadvantaged business must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
 - 3) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or small disadvantaged business, must attest to the fact that the business has 100 or fewer employees.
 - 4) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or U.S. Small Business Administration certification as an 8(a) or small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
- ii) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:
- 1) Be rooted in treatment that the business person has experienced in American society, not in other countries.
 - 2) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
 - 3) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

- iii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
- 1) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business.
 - 2) The business name, address, name and telephone number of the primary contact person for each Small Disadvantaged Business included in the proposal. The Offeror must specify each Small Disadvantaged Business to which it is making commitments. The Offeror will not receive credit for stating that it will find a Small Disadvantaged Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
 - 3) The specific work, goods or services each Small Disadvantaged Business will perform or provide.
 - 4) The estimated dollar value of the contract to each Small Disadvantaged Business.
 - 5) Of the estimated dollar value of the contract to each Small Disadvantaged Business, the percent of the total value of services or products purchased or subcontracted that will be provided by the Small Disadvantaged Business directly.
 - 6) The location where each Small Disadvantaged Business will perform these services.
 - 7) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
 - 8) The amount of capital, if any, each Small Disadvantaged Business will be expected to provide.
 - 9) The form and amount of compensation each Small Disadvantaged Business will receive.
 - 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - 11) For a subcontract, a signed subcontract or letter of intent.

- iv) The Offeror is required to submit only **one** copy of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
- v) The Offeror must include the dollar value of the commitment to each Small Disadvantaged Business in the same sealed envelope with its Disadvantaged Business Submittal. The following will become a contractual obligation once the contract is fully executed:
 - 1) The amount of the selected Offeror's Disadvantaged Business commitment;
 - 2) The name of each Small Disadvantaged Business; and
 - 3) The services each Small Disadvantaged Business will provide, including the timeframe for performing the services.
- vi) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
- vii) An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

b. Enterprise Zone Small Business Participation.

- i) To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
 - 1) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
 - 2) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
 - 3) Proof of United States citizenship of the owners of the business.
 - 4) Certification that the business employs 100 or fewer employees.

- 5) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
 - 6) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
- ii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
- 1) The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
 - 2) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
 - 3) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
 - 4) The estimated dollar value of the contract to each Enterprise Zone Small Business.
 - 5) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
 - 6) The location where each Enterprise Zone Small Business will perform these services.
 - 7) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
 - 8) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
 - 9) The form and amount of compensation each Enterprise Zone Small Business will receive.

- 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - 11) For a subcontract, a signed subcontract or letter of intent.
- iii) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:
- 1) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
 - 2) The name of each Enterprise Zone Small Business; and
 - 3) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

II-10. Rebate/Discount/Incentives. The information requested in this **Part II, Section II-10** shall constitute the Rebate/Discount/Incentives Submittal. The Rebate/Discount/Incentives Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The format provided in **Appendix F** must be followed.

II-11. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix B** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Rebate/Discount/Incentives Submittal.

II-12. COSTARS Program Questionnaire. Complete and sign the questionnaire regarding the COSTARS program contained in Appendix C of this RFP. Submit the signed questionnaire in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- a. Timely received from an Offeror;
- b. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors. The Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

III-4. Mandatory Requirements. To be eligible for evaluation, each of the mandatory requirements included in Appendix E must be addressed by indicating acceptance of each. Nonacceptance of any of the mandatory requirements or the placing of conditions on acceptance of any of the mandatory requirements, in whole or in part, may result in immediate disqualification. Therefore, if an Offeror cannot accept all of the mandatory requirements, its proposal may be immediately disqualified.

III-5. Criteria for Selection. The following criteria will be used, in order of relative importance from the highest to the lowest weighted factors, in evaluating each proposal:

- a. **Technical:** Evaluation will be based upon the following in order of importance:
 - i. Description of Services - Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the study/service. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet agency objectives.
 - ii. Offeror Qualifications - This refers to the ability of the Offeror to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of studies and projects completed by the Offeror. This also includes the Offeror's financial ability to undertake a project of this size.

- iii. Understanding the Problem - This refers to the Offeror's understanding of the Commonwealth's needs that generated the RFP, of the agency's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved.

b. Rebate/Discount/Incentives

c. Disadvantaged Business Participation: Evaluation will be based upon the following in order of priority:

Priority Rank 1	Proposals submitted by Small Disadvantaged Businesses.
Priority Rank 2	Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
Priority Rank 3	Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
Priority Rank 4	Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking

To the extent that an Offeror qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than **40%** of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

d. Enterprise Zone Small Business Participation: The following options will be considered as part of the final criteria for selection:

Priority Rank 1	Proposals submitted by an Enterprise Zone Small Business will receive the highest score.
------------------------	--

Priority Rank 2	Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive the next highest score for this criterion.
Priority Rank 3	Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the lowest score for this criterion.
Priority Rank 4	Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

- e. **Domestic Workforce Utilization:** Each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States. Those who propose to perform a portion of the direct labor outside of the United States will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Rebate/Discount/Incentives Submittal. The certification will be included as a contractual obligation when the contract is executed.

PART IV

WORK STATEMENT

IV-1. Objectives.

a. **General.** The Commonwealth's objective is to continue the Purchasing Card, Agency Travel Card, and Corporate Card Programs at no cost to the Commonwealth and to enhance those services where possible. The Purchasing Card, Agency Travel Card and Corporate Card Programs are currently administered by the Office of the Budget (OB). OB will continue to be the program administrator for the Commonwealth cards programs under the Contract to be executed for this procurement.

b. **Specific.**

Purchasing Card:

1. Simplify the process for agencies making payments.
2. Improve services to the Commonwealth agencies on an ongoing basis.
3. Ensure widest possible acceptance at merchants.
4. Provide ease of monthly reconciliations.
5. Provide comprehensive electronic reporting of Purchasing Card activity.
6. Provide for the centralized payment of one invoice for all Purchasing Card activity.
7. Provide for an automated method to allocate costs to the respective agency's account coding.
8. Provide for Commonwealth based card management.

Agency Travel Card:

1. Simplify the payment of certain agency travel charges.
2. Improve services to the Commonwealth agencies on an ongoing basis.
3. Ensure widest possible acceptance at merchants.
4. Provide ease of monthly reconciliations.
5. Provide comprehensive electronic reporting of Agency Travel Card activity.
6. Provide for the centralized payment of one invoice for all Agency Travel Card activity.
7. Provide for an automated method to allocate costs to the respective agency's account codes.
8. Provide for Commonwealth based card management.

Corporate Card:

1. Reduce the usage of hotel orders.
2. Provide a convenient method for employees to pay travel expenses.
3. Minimize employee requests for travel advances.
4. Improve services to the Commonwealth agencies on an ongoing basis.
5. Ensure widest possible acceptance at merchants.

6. Provide ease of monthly reconciliations.
7. Provide comprehensive electronic reporting of Corporate Card activity.
8. Implement a credit card clearing process to allow for the direct payment by the Commonwealth for items paid for with individual Corporate Cards.

IV-2. Nature and Scope of the Project. The following is a brief description of the current card programs. The Commonwealth intends to continue the current programs as well as enhance and expand those programs where feasible.

The Office of the Budget, Bureau of Financial Management (the “BFM”) is the overall administrator of the Commonwealth’s Purchasing Card, Agency Travel Card, and Corporate Card programs. BFM also acts as liaison between Commonwealth agencies and the contractor when required. For the Purchasing Card Program, BFM currently processes and prepares the monthly file for processing and posting to SAP, the Commonwealth’s enterprise resource planning system.

A. Purchasing Card Program Overview:

The Commonwealth has approximately 4,200 Purchasing Cards in 41 agencies, which charge approximately \$121,000,000 annually. However, past experience is not indicative of future activity level. **See Appendix G**, Statistics For The Purchasing Card, Agency Travel Card, and Corporate Card.

Each agency has a designated Purchasing Card coordinator. The coordinator is responsible for approving all new cards, ordering cards, receiving new cards, canceling cards, and setting spending limits. Spending limits include both a per transaction limit and a monthly spending limit. A paper application is completed and maintained on file. The system, Works ActivePay, is used by the coordinator to manage the cards.

Each participating agency determines to whom cards will be issued and how the cards will be used consistent with the major restrictions listed below:

- By policy, the maximum transaction limit is \$ 5,000. However, agencies may choose an amount less than \$ 5,000. The Commonwealth Comptroller has the authority to authorize exceptions to the \$ 5,000 per transaction limit. See **Appendix H**, Management Directive 310.23 Commonwealth Purchasing Card Program.
- Monthly transaction limits are established by each agency.
- The Purchasing Card is not used for employee travel expenses.
- Cash advances are not permitted.
- The Purchasing Card does not have MCC blocking.

The Commonwealth receives one monthly invoice summarized by the total of all charges and credits transacted in the statement period for each agency. A detailed electronic report of all transactions is provided to support the summary invoice. The statement period runs from approximately the 16th of the previous month to approximately the 15th of the current month. The Commonwealth pays this invoice within five (5) business days of the Commonwealth's receipt.

At the end of the billing cycle, the current contractor provides each individual cardholder with a monthly paper statement listing all charges and credits. Each cardholder reconciles the monthly statement and files a dispute form with the current contractor for any unauthorized charges.

Currently the system Works ActivePay is used by authorized agency personnel to review, approve, and allocate charges to Commonwealth defined account coding. The system allows personnel to establish default account coding for each card, modify account coding on individual charges, and produce a cost allocation file that is loaded into SAP. This information is locked from editing once batched for processing of the cost allocation file. In addition, Works ActivePay provides access to reports for card transaction history and memo statements. Both standard and configurable reports are available. InfoSpan and InfoSource provide other reporting options.

Comptroller Operations, Treasury, and authorized agency personnel utilize the reporting tool, InfoSpan, to review and post-audit transactions.

B. Agency Travel Card Overview

The Agency Travel Card is used to pay for airline reservations through the contracted Commonwealth travel service provider. The Commonwealth has approximately 41 cards in 41 agencies, which charge approximately \$ 1,900,000 annually. However, past experience is not indicative of future activity level. See **Appendix G**, Statistics For The Purchasing Card, Agency Travel Card, and Corporate Card.

All Agency Travel Cards are requested and received by the Office of the Budget, Bureau of Financial Management. A paper request is submitted to order the card. There is no on-line management of these cards.

The Commonwealth receives a monthly file from the card issuer that is used to create and pay the invoice and allocate costs. This invoice is for all charges and credits transacted in the statement period. The statement period runs from approximately the 11th of the previous month to approximately the 10th of the current month. The Commonwealth pays this invoice within five (5) business days of the Commonwealth's receipt.

Reports are available through InfoSpan.

C. Corporate Card Overview

The Commonwealth has approximately 100,000 employees of which approximately 40,000 do some type of business travel annually. During the past fiscal year Commonwealth travel expenses totaled approximately \$50,000,000. Of this figure, nearly \$12,000,000 were charged to Corporate Cards by the estimated 15,000 employees who are Corporate Cardholders. See **Appendix G**, Statistics For The Purchasing Card, Agency Travel Card, and Corporate Card.

Employees who do not have Corporate Cards utilize hotel orders, obtain cash advances, use personal credit cards, or pay cash for business travel expenses.

Employees complete a paper application that is approved by their supervisor and agency Corporate Card coordinator. The Corporate Cards are mailed directly to the employees. There is no on-line management of these cards.

The Commonwealth provides the Corporate Card issuer with a weekly file that includes name changes, address changes, change of agencies and terminations. The current contractor uses this file to update individual Corporate Card account holders.

The Commonwealth receives from the current contractor a weekly file that includes new account issues, accounts closed and updates to expiration dates.

Online reporting is available to coordinators through the InfoSource system. Cardholders have access their personal account information through an online, real time internet tool.

Employees are direct billed by the current contractor and are responsible for the immediate payment of all charges. Employees are required to submit Travel Expense Vouchers to the Commonwealth in order to be reimbursed for business expenses. The Commonwealth is not liable for charges on the employee's Corporate Card.

In the event an employee becomes delinquent in paying the current contractor, the Commonwealth/current contractor will terminate the employee's card. This process is identified in the Commonwealth Management Directive 230.13, Commonwealth Corporate Card Program (**Appendix I**). Employees, who do not reimburse the current contractor for charges incurred within the time frame identified in the Directive, may face disciplinary actions. The Commonwealth has begun to implement procedures to withhold from an employee's pay to settle any outstanding unpaid delinquent balances with the current contractor.

IV-3. Requirements.

The Commonwealth's requirements are described below. The Offeror should acknowledge the ability and willingness to meet each requirement.

- A) The Offeror must provide for the Purchasing Card, Agency Travel Card, and Corporate Card programs.

- B) The Commonwealth requires that the Offeror provide all cards and all services at no cost to the Commonwealth or its employees.
- C) The selected Offeror will assure the Commonwealth that the access, use, and disposal of all data will be safeguarded, in accordance with federal and Commonwealth laws and regulations. The selected Offeror must agree not to sell or use lists of cardholder names, addresses, or other privileged information for any purpose not related to this program. The Offeror must establish procedures to assure that information is not released to inappropriate individuals or agencies.

Should a breach of confidentiality occur as a result of an unauthorized disclosure by a person employed by the Offeror, or by any of its subcontractors, the Offeror shall hold harmless the Commonwealth of Pennsylvania and its departments and personnel. The Offeror must assume total financial liability associated with any breach of confidentiality.

- D) The Offeror must identify any functions for which it intends to subcontract or otherwise work with another party in providing any services under this contract. In addition, the Offeror shall acknowledge the following:
1. The Offeror shall not enter into subcontracts for any of the services contemplated under this contract without obtaining prior written approval from the Commonwealth.
 2. The Commonwealth reserves the right to approve or reject, in writing, any subcontractors.
 3. All references to Offeror requirements throughout this RFP includes subcontractors.
- E) The Offeror must include a plan for business continuation and or recovery as a result of disaster.
- F) Employee Corporate Cards must be issued to Commonwealth employees without a prior credit approval and without a credit check.
- G) The Offeror must be able to issue cards within 48 hours for emergency requests and within seven to ten business days for standard requests.
- H) The Offeror's system must be able to
- Support the Commonwealth's current transaction volume and allow for continued growth.
 - Allow for on-line electronic reporting and download capabilities with multiple levels of access.
 - Allow for on-line Commonwealth based Card Management for Purchasing Cards.
 - Provide electronic invoice and cost allocation files in the format prescribed in Appendix J.
 - Provide level 3 reporting when available.

- I) The Offeror must be able to transition the Commonwealth to the Offeror's Purchasing Card, Agency Travel Card, and Corporate Card programs within 90 days of contract execution.
- J) There will be no Commonwealth or employee liability for charges incurred from the date a credit card loss is reported to the Offeror.
- K) The Offeror must have prior Commonwealth approval for any communications with Commonwealth employees.
- L) The Offeror shall designate a single point of contact for program administration.
- M) The Offeror must provide a toll free 24-hour customer service number. The toll free number must be present on each card issued.
- N) The Commonwealth requires complete management reporting at no cost. Reporting applications must be accessible to multiple users from multiple locations throughout the Commonwealth. Access to reports must be on a real-time basis via web-based software provided by the Offeror. Access to the reporting system must be through a secure connection. The reporting system must provide reporting at different levels (Commonwealth, agency, unit within agency, cardholder, etc.) and should be provided to individual agencies with only agency specific information. Only the Commonwealth program administrator will receive or will have access to aggregate program information.

The reports should contain, at a minimum, the information listed below or an acceptable equivalent and have the capability to be organized and presented as a summary level for the statewide and agency reporting levels.

Purchasing Card Reports

- a. List of cardholders by Commonwealth, agency, etc.
- b. Detailed transaction listing by cardholder.
- c. Detailed transaction listing by agency or unit within the agency.
- d. Summary listing of activity by merchant type.
- e. Detailed listing of transaction by merchant type, cardholder.
- f. Monthly listing of all cards reported lost or stolen, including date account was closed.
- g. Listing of all accounts closed during the month and the date of closing.
- h. Listing of all disputed transactions submitted by Commonwealth agencies.
- i. Daily listing of all declined transactions by agency, cardholder.
- j. Listing of all authorized card users by account.

Agency Travel Card Reports

- a. List of cardholders by Commonwealth, agency, etc.
- b. Detailed transaction listing by cardholder.
- c. Detailed transaction listing by agency or unit within the agency.

- d. Summary listing of activity by merchant type.
- e. Detailed listing of transaction by merchant type, cardholder.
- f. Listing of all accounts closed during the month and the date of closing.
- g. Listing of all disputed transactions submitted by Commonwealth agencies.

Corporate Card Reports

- a. List of cardholders sorted alphabetically by last name by Commonwealth, agency, etc.
- b. Detailed transaction listing by cardholder.
- c. Detailed transaction listing by agency or unit within the agency.
- d. Summary listing of activity by merchant type.
- e. Detailed listing of transaction by merchant type, cardholder.
- f. Monthly listing of all cards reported lost or stolen, including date account was closed.
- g. Listing of all accounts closed during the month and the date of closing.
- h. Listing of all disputed transactions submitted by Commonwealth agencies.
- i. Daily listing of all declined transactions by agency, cardholder.
- j. Monthly listing of delinquencies in accordance with Commonwealth policy (See Appendix J).

The Contractor shall provide any reports that are not available via the online reporting system that are reasonably necessary for the Commonwealth to effectively operate and manage the program.

IV-4. Tasks.

The following tasks pertain to the Purchasing Card, Agency Travel Card, and Corporate Card, unless specifically stated.

A. Card Limits and Restrictions

1. Cards cannot be used for cash advances. The Offeror must be able to restrict this transaction. Offeror must state ability to restrict this transaction.
2. The Offeror must be able to block card usage by Merchant Category Code (MCC). Offeror must state ability to restrict by MCC.
3. The Offeror must be able to establish card limits as defined by the Commonwealth. Card limits include both a per transaction dollar limit as well as a monthly dollar limit.
4. The Offeror may have other limits, purchase restrictions or other types of restrictions or fraud controls available for use by participating agencies. The Offeror MUST describe these services.
5. The Commonwealth may require that in some instances multiple individuals be authorized to use the same Purchasing Card. Indicate how many individuals may be authorized to use a Purchasing Card. (Purchasing Card Only)

B. Customer Support

The Commonwealth will require substantial ongoing customer support from the Offeror. Describe the support system. For each major support issue, cite the number of support personnel, response times, and access hours. Discussion shall include:

1. Toll-free help line for emergency situations, lost cards, stolen cards, and other services the Offeror describes. This service must be available 24 hours, seven days a week.
2. Toll-free assistance line for account inquiries, billing information, and other services the Offeror describes.
3. Other customer support services the Offeror believes are of added value to its program.

C. New Card Issuance

The Commonwealth is interested in the procedures for both enrolling new agencies and adding new cardholders for agencies already participating.

1. Enrolling New Entities

Describe the procedure for enrolling Commonwealth agencies in the program, including the required account setup information, cardholder name, master file contents, authorizations, applications, controls in place to ensure only authorized changes are made, and the forms and signatures that are required (samples are encouraged). The Offeror will also specify time frames for providing cards once the agency takes the necessary enrollment steps.

2. Adding New Cardholders

Offeror will explain its procedure for providing new Purchasing Cards (not replacements) to Commonwealth agencies already enrolled in the program, including all required account setup information, master file contents, authorizations, applications, controls in place to ensure only authorized changes are made, the forms and signatures that are required (samples are encouraged), and how the procedure can be accomplished with an “on-line” automated request. The Offeror will also specify time frames for providing the cards.

There may be instances when the Commonwealth would desire immediate issuance and receipt of a card in less than 48 hours. If this is different than the normal processing time, please address this issue.

E. Account Changes

Purchasing and Agency Travel Card. The Commonwealth will routinely request changes in cardholder accounts, such as changes to names, addresses, and card cancellations. Every Offeror must describe its account change process, including:

1. Electronic Options for requesting changes.
2. Authorized individuals who may request changes.
3. Controls in place to ensure only authorized changes are made.
4. Time frames from change request to change enactment.

Corporate Card The Commonwealth will routinely request changes in cardholder accounts, such as changes to names, addresses, card cancellations, and transfer to another agency. The Offeror must be able to accept these changes via an electronic transmission in the file format defined in **Appendix J**. Describe the proposed process, including:

1. Ability to accept a file in the format prescribed in **Appendix J**.
2. Controls in place to ensure only authorized changes are made.
3. Time frames from change request to change enactment.
4. Alternate procedures for changing account information.

F. Lost, Stolen, or Compromised Cards

Participating agencies will immediately notify the successful Offeror of lost, stolen, or compromised purchasing, agency, or Corporate Cards. In its proposal, Offeror will summarize its procedure for lost, stolen, or compromised cards, including:

1. Ways to notify Offeror (letter, toll-free telephone number, FAX number, electronic, etc.).
2. Customer service must be available 24 hours a day, seven days per week for notification.
3. Time frame for card cancellation after notification.
4. Time frame for mailing a replacement card after notification.
5. Average time required to obtain a replacement card.
6. Address how Offeror will handle the replacement of a lost or stolen card in the event the Commonwealth requires an account activation within 24 hours or less.

G. Credit Card Cancellations. State the procedures for canceling a Purchasing or Agency Travel Card. For the Corporate Card, refer to Section E (Account Changes).

H. Liability for Card Use

A participating agency/Corporate Cardholder will be liable to the successful Offeror for every use of a procurement card issued under this program, provided that:

1. The agency authorized the issuance of a procurement card; and
2. Purchase authorization by the Offeror was done in accordance with established card association rules and regulations.

Where the above conditions are not met, the Commonwealth will not accept any liability for the card use.

The participating agency/Corporate Cardholder MAY accept limited liability for purchases made with a lost or stolen purchasing or Corporate Card. Every Offeror must indicate in its proposal the maximum dollar amount and maximum length of time for which the agency will be held liable for such purchases.

The participating agency/Corporate Cardholder will not accept liability for use of lost or stolen cards after proper notification procedures have been completed.

I. Card Format

The Commonwealth desires a distinctive card for each of its programs. The Offeror should be prepared to design, in conjunction with the Commonwealth, a card format that must include at minimum the following:

1. Name COMMONWEALTH OF PENNSYLVANIA.
2. Seal of the COMMONWEALTH OF PENNSYLVANIA.
3. Phrase FOR OFFICIAL USE ONLY.
4. Commonwealth tax-exempt number.
5. Card design and color.
6. Protective card covers.
7. Other items as negotiated between the Commonwealth and the Offeror.
8. Employee name or Agency name for Purchasing and Agency Travel Card only.
9. Toll free 24-hour customer service number.

The Commonwealth maintains final approval of the card design.

The Commonwealth also desires the ability to order Purchasing Cards with no distinctive governmental affiliation for those cardholders who should not readily be identified as a Commonwealth employee. Also, the Offeror should cite any other design features it believes would assist with card acceptance or the prevention of misuse. Samples/sketches are required.

K. Implementation Plan

The Offeror will work with designated Commonwealth personnel during the implementation of the contract and must be capable of making an orderly transition of services to coincide with the expiration of the current contract, but no later than 90 days from contract execution, without any interruption of services to the Commonwealth.

The Offeror must provide a detailed implementation plan for accomplishing all of the work proposed in this RFP. If a “phased-in” conversion is proposed, the start of the phase-in must be coordinated with the Commonwealth. This should include the Offeror’s approach to testing, meeting the required time lines for implementation, transitioning issues, and solutions for transitioning from the current contractor.

Describe in detail each step of the implementation process, from initial contact to full functionality. Two separate implementation processes should be described if the implementation process used for new agencies differs from the one used by agencies transitioning from existing programs. Suggested steps may include but are not limited to:

- Analysis of interface/programming requirements
- Testing and verification
- Documentation
- Training
- Card Issuance
- Implementation

L. Billing System

Purchasing Card

The Commonwealth desires a Purchasing Card billing system with sufficient flexibility to accommodate numerous participating agencies with varying needs. Every Offeror must describe its basic system for billing customers, examples and samples are encouraged. Also, the Offeror should discuss the adaptability of its system to agency requests for changes, such as additional data elements, characters, or control numbers. At a minimum, every Offeror should explain:

1. Billing statement format and displayed information.
2. How billing statements will be distributed to customers, including electronic options.
3. Who will receive billing statements and available options to add other recipients.
4. Billing cycles and available options (i.e., multiple cycles).
5. Length of time from close of a billing cycle to statement.
6. Software/technology available for transaction review.

7. Ability to limit viewing of information on an agency by agency basis (scoped viewing).

Offeror shall describe the reallocation software that will be made available to the Commonwealth. Reallocation will allow the default account coding to be changed before the transaction is finalized and processed into the Commonwealth's accounting system at the end of the billing cycle. The description should include the name of the reallocation software, a thorough explanation of the application's functionality, and what equipment is required to run the application.

- Describe the number of account fields available for reallocation and any limitations on field length, etc.
- Describe what edits are available for the account fields.
- Describe the ability to split transactions between different accounts. Identify the maximum number of splits that are possible and the capability for providing a description field to add details for each split.
- Identify the availability of a field for transaction notes such as justifications, account corrections, etc.
- Describe the ability to provide reallocation access to individuals at different hierarchy levels and any restrictions as to the number of individuals with access.
- Identify whether cardholders can be set up with "read only" access.

Agency Travel Card

The Offeror must be able to produce a billing statement in the file format provided in **Appendix J**.

Corporate Card

The Commonwealth Corporate Card program will be a personal liability program. The Commonwealth will not be liable for any charges applied to Corporate Card accounts.

Every Offeror must describe its basic system for billing customers; examples and samples are required. Also, every Offeror shall discuss the adaptability of its system to agency requests for changes, such as additional data elements, characters, or control numbers. At a minimum, every Offeror should explain:

- Billing statement format and displayed information.
- How billing statements will be distributed to cardholders.
- Billing cycles and available options (i.e., multiple cycles).
- Length of time from close of a billing cycle to statement.
- Who will receive billing statements and available option to add other recipients.
- Offeror should provide a schedule of any finance, interest, and/or late charges that are applicable to Corporate Cards.

M. Payments

Purchasing Card

The Commonwealth will be responsible for authorized card purchases made by its authorized cardholders. The Commonwealth and the successful Offeror will establish mutually acceptable definitions of “authorized” purchases and cardholders.

The Commonwealth is responsible for the payment of the Purchasing Card invoice. The Offeror shall indicate ability and method to provide the following:

- One monthly invoice for all charges and credits transacted in the statement period in the format prescribed by **Appendix J**.
- Detailed electronic report of all transactions to support the summary invoice in the format prescribed by **Appendix J**
- Cost allocation file to support the summary invoice in the format prescribed by **Appendix J**.

The billing date will be agreed upon between the Commonwealth and selected Offeror. Upon receipt of the summary level invoice, supporting transaction detail report, and supporting cost allocation file, the selected Offeror will be paid within the period agreed upon between the Commonwealth and selected Offeror.

Agency Travel Card

The Commonwealth will be responsible for authorized card purchases made by its authorized cardholders. The Commonwealth and the successful Offeror will establish mutually acceptable definitions of “authorized” purchases and cardholders.

The Commonwealth is responsible for the payment of the Agency Travel Card invoice. On a monthly basis, the Commonwealth is to receive a file in the format prescribed in **Appendix J**. The billing date will be agreed upon between the Commonwealth and selected Offeror. The payment terms will be agreed upon between the Commonwealth and selected Offeror.

Corporate Card

The Commonwealth will not be responsible for payment to the successful Offeror for any charges incurred by an employee on their Corporate Card.

In its proposal, every Offeror must present its payment requirements for Corporate Cards, including such items as:

- Days from statement mailing until payment must be received (define mailed and received).
- What forms of payment are acceptable (check, electronic funds transfer, etc.) and any restrictions.
- What methods of payment are available, i.e. pay by phone, on-line payment, etc.
- Methodology for determining delinquency status and process for addressing delinquent accounts.

N. Disputed Items

Every Offeror should explain in its proposal a process for handling disputed items, including:

1. Instructions for a cardholder who wants to dispute an item on his or her statement.
2. Provisions for notating the pending dispute on a cardholder's account.
3. Provisions for correcting a cardholder's account if dispute is settled in cardholder's favor.
4. State the timeframe for crediting the disputed item to the cardholder's account.

O. Information Technology

The current file transmissions to SAP are in fixed length flat file format. In accordance with Commonwealth Standards, any changes to existing file formats or new files must be in XML. State the ability to transmit in an XML format and the willingness to modify file formats provided in **Appendix J**.

P. Additional No Cost Features. Describe any additional features, if any, that may be offered to the Commonwealth. Describe what travel, accident, and baggage insurance coverage, if any, the Offeror's travel card program provides Commonwealth employees. Specify any additional features available with the Offeror's credit card such as travelers' checks, emergency check cashing privileges, etc.

Q. Supporting Documentation. For what length of time does the Offeror maintain supporting documentation? In the event the Commonwealth required copies, how would they be obtained? How would the information be obtained after the contract termination?

R. Card Re-issuance. State your policy on frequency of card re-issuance.

S. Innovative Concepts

In the preceding pages, the Commonwealth has outlined numerous major services it will require from the successful Offeror. However, the Commonwealth does not want to limit an Offeror's creativity in preparing a proposal. Thus, every Offeror, in addition to its responses on the major services, may submit material on innovative concepts. In choosing innovative material, the Offeror should focus on ideas that will help the Commonwealth and participating agencies meet the goals of the program. Innovative concepts might involve:

1. Alternative payment programs
2. Unique card features.
3. Advances in fraud detection.
4. Specialized customer services.
5. Timesaving items on billing statement.
5. Specially created and informative management reports.
6. Vendor relations and marketing.

7. Alternative Billing and cost allocation.

IV-5. Reports and Project Control.

The Commonwealth requires complete Management Reporting.

- Offeror shall describe any reporting software that will be made available to the Commonwealth. The description should include the names of reporting applications, a thorough explanation of each application's functionality, and what equipment is required to run the application.
- Identify how many Program Coordinators the Offeror will give access to each reporting application.
- Supply an inventory and description of key reports for each program – Purchasing Card, Agency Travel Card, and Corporate Card. Describe the report formats available and the degree to which they can be customized.
- Describe what levels of data, i.e. Level 1, Level 2, Level 3, and line item detail is captured at the point of sale, what data is housed in your system and what data is available to your clients.
- Describe any merchant incentives for providing Level 3 data.
- Describe options for paper or electronic cardholder statements and what level of detail is presented in either format. Provide a sample statement and outline options for mailing. Give timeframes for mailing.
- Proposal shall include sample reports of all standardized and customized reports currently provided to actual clients.
- Describe the ability to schedule reports, both standard and custom.
- Identify what formats are available for downloading reports.
- Identify how soon reports are available for downloading after the end of a billing cycle.
- State the frequency of updating and distributing account data.
- Specify if hard copies of reports can be made available, if requested. If so, identify at what frequency and to how many recipients hard copy reports would be made available.
- Describe any drill down capabilities from summary reports to detail.
- Describe any additional reporting options not specified here.
- Offeror should be prepared to provide a demonstration of the reporting functions if requested.

REPORTING TASKS SPECIFIC TO AGENCY TRAVEL CARD

- Describe the availability of airline billing information through the reporting systems.

REPORTING TASKS SPECIFIC TO CORPORATE CARD

- Describe the availability of travel billing information through the reporting systems.
- Describe the availability of travel information for management analysis.
- Describe collections reports indicating past due Corporate Cardholders.

All reports should be made available to the Commonwealth in an electronic format. The Offeror must include samples of each type of report.

Task Plan. Offeror must provide a work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a chart display should be used to show project, task, and time relationship.

1. **Weekly Development Status Reports.** Confirm that the following reports will be provided during and after implementation:

The Offeror must provide weekly status reports. Status reports are due by the close of business each Monday for the preceding week through the implementation date of the program. The report shall cover the overall progress of the program's development and will be used throughout the initial development phase of the project and any subsequent expansion of the program. Reports shall be provided to the Contract Officer. The report shall contain the following information:

- Date of report
- Project manager name
- Project manager telephone number, fax number, e-mail address
- Brief description of the work accomplished, emphasizing progress made since last reporting period
- Description of any unresolved and/or anticipated problems, if any, name of individual assigned to them, anticipated resolution date with recommendation for resolution, and whether the issue(s) will impact the implementation schedule
- Estimate of the percent of work accomplished to date
- Statement on the status of the program as it relates to the work breakdown schedule, either confirming that the task is on schedule or explaining the nature and extent of the pending delay
- Updated charts should be provided

2. **Problem Identification Report.** An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale.

IV-6. Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation

All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business

subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

**APPENDIX A
CONTRACT TERMS AND CONDITIONS**

A. STANDARD CONTRACT TERMS AND CONDITIONS AVAILABLE AT
http://www.dgs.state.pa.us/dgs/lib/dgs/forms/comod/procurementforms/gspur12f_sap.doc

B. SPECIAL TERMS AND CONDITIONS

1. ORDER OF PRECEDENCE

These Special Contract Terms and Conditions supplement the Standard Contract Terms and Conditions for Statewide Contracts for Services. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and Conditions for Statewide Contracts for Services, these Special Contract Terms and Conditions shall prevail.

2. AUDIT PROVISIONS

The Commonwealth reserves the right for State and Federal agencies or their authorized representatives to perform financial and performance audits, if deemed necessary. If it is decided that an audit of this Contract will be performed, the Contractor will be given advance notice. The Contractor shall maintain books, records, and documents which support that services provided and fees earned are in accordance with the Contract and that the Contractor has complied with Contract terms and conditions. The Contractor agrees to make available, upon reasonable notice, at the office of the Contractor, during normal business hours, for the term of this Contract and the retention period set forth in this clause, any of the books, records, and documents prepared relative to this Contract for inspection, audit, or reproduction by any State or Federal agency or its authorized representative.

The Contractor shall preserve all books, records, and documents related to this Contract for a period of time which is the greater of five years from the Contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of the Commonwealth, or as required by applicable federal laws and regulations, whichever is longer. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.

Records, which relate to litigation or the settlement of claims arising out of performance or expenditures under this Contract to which exception has been taken by the auditors, shall be retained by the Contractor or provided to the Commonwealth at the Office of the Budget's option until such litigation, claim, or exceptions have reached final disposition.

Except for documentary evidence delivered pursuant to litigation or the settlement of claims arising out of the performance of this Contract, the Contractor may, in fulfillment of its obligation to retain records as required by this clause, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following

the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth.

The Contractor shall also ensure that an independent auditor perform audits of its policies and procedures applicable to the processing of transactions by the systems under this Contract. These audits shall be performed in accordance with Statement on Auditing Standards No. 70 (SAS 70), Service Organizations (as amended by SAS 88). The initial SAS 70 audit shall be completed for the period commencing with the execution of the contract and ending June 30, 2008 and conducted annually thereafter. The independent auditor shall issue a report on policies and procedures placed in operation and tests of operating effectiveness as defined in SAS 70.

The Contractor shall submit the SAS 70 audit report to the Office of the Budget within 60 days after the required period of audit has ended. When SAS 70 audit report is other than unqualified, the Contractor shall submit to the Department, in addition to the audit report, a plan describing what actions the Contractor will implement to correct the situation that caused the auditor to issue a qualified report, a timetable for implementing the planned corrective actions and a process for monitoring compliance with the timetable.

3. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- a. Notwithstanding any other provision in this Contract to the contrary, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- b. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).
- c. In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

- d. The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.
- e. The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.
- f. The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- g. The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

4. NOTICES

Any written notice to any Party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g. DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or such other address as such party may designate by notice given pursuant to this section:

[Contractor Address]

[Commonwealth Address]

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

Each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States. Those who propose to perform a portion of the direct labor outside of the United States will receive a correspondingly smaller score for this criterion.

In order to be eligible for any consideration for this criterion, Offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the Offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States.

OR

_____ percent (____%) [Contractor must specify the **percentage**] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States. Please identify the direct labor performed under the contract that will be performed outside the United States: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

**APPENDIX C
COSTARS PROGRAM QUESTIONNAIRE**

**If your firm is awarded a Contract, does it agree to sell/provide the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Purchasers who elect to participate in the contract?
Please Answer: YES _____ NO _____**

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

**APPENDIX D
PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# CN00023160**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Rebate/Discount/Incentives Submittal

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

APPENDIX E
MANDATORY REQUIREMENTS
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# CN00023160

The following mandatory requirements MUST be addressed in this section by indicating ACCEPTANCE of each. Non-acceptance of or noncompliance with any Mandatory Requirement, or modification of, or the placing of conditions on acceptance or compliance with any of the Mandatory Requirements, in whole or in part, will result in immediate disqualification, unless the Department of General Services determines, in its own discretion, that a noncompliance is a waivable technicality and not a material defect.

All the questions listed below must be answered. In the event of a “No” answer to any question, please accept our appreciation for your interest, and understand that, since the Department of General Services requires a minimum level of qualification, your proposal will not be deemed responsive.

If there are any conflicts between the answers to the mandatory requirements in this section, and any answers in any other section of your proposal, the answers in this section will take precedence in any contract that may be entered into as a result of this RFP.

Yes No

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Do you agree that any contract that may result from this RFP will be a NO COST contract and that neither the Commonwealth nor its employees will be charged a service fee for issuance or use of the card during the contract period or any of the renewal periods? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Do you agree that your proposal will remain valid until a contract is fully executed by the Commonwealth? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Do you agree not to sell or use lists of cardholder names, addresses, or other privileged information for any purpose, except as outlined in the RFP? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Do you agree that you will provide electronic files in the formats prescribed in Appendix J of this RFP? |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Do you agree to issue Employee Corporate Cards to Commonwealth employees without a prior credit approval and without performing credit checks? |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Do you agree that the proposal provides for Purchasing, Agency Travel and Corporate Cards? |

APPENDIX F
REBATE/DISCOUNT/INCENTIVES
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# CN00023160

Purchasing/Agency Travel

Annual Contract Volume	Invoice Paid With In									
	5 Days	10 Days	15 Days	20 Days	25 Days	30 Days	35 Days	40 Days	45 Days	
\$0 - \$XXX										
\$XXX - \$ XXX,XXX										
\$XXX,XXX - \$250,000,000										

Offeror should complete the above chart with their rebate proposal tiers, adding additional rows if applicable. Tiers will start at \$0 - \$XXX with a top tier of \$XXX,XXX - \$250,000,000 with the associated rebate in basis points if paid with in X number of days.

The Annual Contract Volume is based on the total Contract Volume for all participating agencies (including COSTARS if opted for the Purchasing Card.). The rebate/discount for the first five quarters of the contract period will be the rate that includes \$126,000,000. Rebate tiers will be evaluated at the end of each quarter, starting with the 5th quarter under this contract. The evaluation will be based on the previous twelve months' transactions. If the transactions fall above or below the current tier, the transaction rebate/discount will be adjusted accordingly the first month of the next quarter.

Corporate Card:

Annual Contract Volume	Rebate in Basis Points
\$0 - \$XXX	
\$XXX - \$ XXX,XXX	
\$XXX,XXX - \$50,000,000	

Offeror should complete the above chart with their rebate proposal tiers, adding additional rows if applicable. Tiers will start at \$0 - \$XXX with a top tier of \$XXX,XXX - \$50,000,000 with the associated rebate in basis points if paid within X number of days.

The Annual Contract Volume is based on the total Contract Volume for all participating agencies less outstanding delinquent balances. The rebate/discount for the first five quarters of the contract period will be the rate that includes \$12,900,000. Rebate tiers will be evaluated at the end of each quarter, starting with the 5th quarter under this contract. The evaluation will be based on the previous twelve months' transactions. If the transactions fall above or below the current tier, the transaction rebate/discount will be adjusted accordingly the first month of the next quarter.

Incentives: The following format should be used to propose any incentives:

Description of Incentive	Dollar Value
	\$

APPENDIX G
STATISTICS FOR THE PURCHASING CARD, AGENCY TRAVEL CARD,
AND CORPORATE CARD
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# CN00023160

Fiscal Year	Total Expenditures Purchasing Card	Total Expenditures Agency Travel Card	Total Expenditures Corporate Card
2002	\$143,648,005	\$156,533	\$14,594
2003	\$113,718,663	\$1,652,986	\$11,523,084
2004	\$111,478,544	\$1,719,283	\$11,190,807
2005	\$120,350,260	\$1,909,279	\$11,604,076
2006	\$123,925,392	\$2,145,302	\$12,962,872

**APPENDIX H
MANAGEMENT DIRECTIVE 310.23
COMMONWEALTH PURCHASING CARD PROGRAM
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# CN00023160**

**MANAGEMENT DIRECTIVE 310.23 COMMONWEALTH PURCHASING CARD
PROGRAM AVAILABLE AT:**

<http://www.oa.state.pa.us/oac/cwp/view.asp?A=12&Q=124288>

**APPENDIX I
MANAGEMENT DIRECTIVE 230.13
COMMONWEALTH CORPORATE CARD PROGRAM
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# CN00023160**

**MANAGEMENT DIRECTIVE 230.13 – COMMONWEALTH CORPORATE CARD
PROGRAM AVAILABLE AT:**

<http://www.oa.state.pa.us/oac/cwp/view.asp?A=12&Q=121306>

**APPENDIX J
FILE FORMATS
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# CN00023160**

A. Monthly Inbound Purchasing Card Invoice File Format (Microsoft Excel)

Header

Commonwealth of Pennsylvania
Summary Report for Period MM/DD/YYYY through MM/DD/YYYY
Purchasing Card Program

Detail

Agency Name	Agency #	Purchases	Misc Debits	Credits	Total
Alpha	Num	Num	Num	Num	Num

B. Monthly Inbound Purchasing Card Report of all Transactions to Support the Invoice

Field	Description
Business Area (BA)	Num
card number	Num (Last 4 digits of Card)
document ID	AlphaNumeric
document amount	Num
Group (hierarchy descriptor)	AlphaNumeric
card holder (Last Name, First Name)	Alpha
reference #	Num
posted date	MM/DD/YYYY
transaction date	MM/DD/YYYY
transaction description	Alpha
amount	Num
source amount	Num
source currency	Alpha (i.e. USD)
source currency	Alpha (i.e. Debit or Credit)

C. Monthly Inbound Purchasing Card Cost Allocation File Format

Header Record

FIELD	LENGTH	Example Value
Record Type	6 Characters	"Header"
Create Date	8 Characters	"02202002" (MM/DD/YYYY)
Create Time	6 Characters	"130101" (HHMMSS)
As of Date	8 Characters	"01312002" (MM/DD/YYYY)
Contact Person Name	40 Characters	"Alan Hardenstine"

Telephone Number	10 Characters	"7177059295"
Email Address	25 Characters	"ahardens@state.pa.us"
File Name	40 Characters	"ZF_INTF_PCARD.TXT"
Record Count	8 Characters	"00000230" (will include all the data records and header record)

Detail Record

Field Name	Size	Type	Technical Name	Conversion Rule
Dr/Cr Indicator	1	Alpha	N/A	1
GL Account	7	Num	HKONT	2
Amount	13	Num	WRBTR	3
Cost Center	10	Num	KOSTL	4
Order	12	Alpha	AUFNR	5
WBS Element	23	Alpha	PROJK	6
Fund	10	Num	GEBER	7
Line Item Text	50	Alpha	SGTXT	11
Purchase Date	8	Date	VALUE	12
Total Size	134			

D. Weekly outbound from SAP Corporate Card maintenance process. - Currently the Commonwealth provides our Corporate Card issuer with a weekly file that includes name changes, address changes, change of agencies and terminations. The Corporate Card issuers uses this file to update individual Corporate Card account holders.

File format:

Field Description	Length	Length on the file	Comments
HEADER			
Record Type	X(6)	1-6 - 6	Default to 'HEADER'
Creation date	D(8)	7-14 - 8	MMDDYYYY
Create Time	X(6)	15-20 - 6	HHMMSS
As of date	D(8)	21-28 - 8	End date on the selection screen for the extraction of the file. MMDDYYYY
Contact Person Name	X(40)	29-68 - 40	For Ex: "John Smith"
Telephone Number	X(10)	69-78 - 10	For Ex: "7177059295"
Email Address	X(25)	79-103 - 25	For Ex: "jsmith@state.pa.us"
File Name	X(40)	104-143 - 40	For Ex: "ZH_INTF_TO_PNC"
Record Count	9(8)	144-151 - 8	For Ex: "00000230" (will include all the data records and header record)
DETAIL RECORD			
Details Indicator	X(1)	1-1 - 1	Default to 'D'
Personnel Number	X(8)	2-9 - 8	

Employee Name	X(85)	10-94 - 85	Concatenate P0002-VORNA + Middle initial (P0002-MIDNM) + P0002-NACHN separated by a space.
Communication ID/Number	X(30)	95-124 - 30	Retrieve the card number from infotype 0105 subtype 0011. The format of PNC card is VI123412341234234, the first two Characters will be VI for Visa - PNC. So pick up the card number from 3 rd digit onwards in the field.
Card expiration date	D(8)	125-132 - 8	YYYYMMDD
Status Change Code	X(2)	133-134 - 2	Based on logic outlined above: DC – Deletion/Cancellation of Card NC– Name Change AC – Address Change PC – Personnel Area Change
Effective Date of Change	D(8)	135-142 - 8	YYYYMMDD
Personnel Area	X(4)	143-146 - 4	
Address	X(100)	147-246 - 100	From IT0006, subtype 1. Concatenate P0006-STRAS + P0006-LOCAT (PNC will separate fields with space when retrieving file)
City	X(40)	247-286 - 40	From IT0006, subtype 1.
State	X(3)	287-289 - 3	From IT0006, subtype 1.
Zip	X(10)	290-299 - 10	From IT0006, subtype 1.
Filler	X(50)	300-349 - 50	Bytes available for expansion

X = text/numeric field

D = date field

T = Time field

E. Weekly inbound to SAP Corporate Card maintenance process - Currently the Commonwealth receives from the Corporate Card issuer a weekly file that includes new account issues, account closed and updates to expiration dates.

File format:

FIELD	LENGTH	Example Value
Header		
Record Type	X(6)	“HEADER”
Create Date	D(8)	“02202002” (MMDDYYYY)
Create Time	T(6)	“130101” (HHMMSS)
As of Date	D(8)	“01312002” (MMDDYYYY)
Contact Person Name	X(40)	“John Smith”
Telephone Number	X(10)	“7177059295”
Email Address	X(25)	“jsmith@state.pa.us”
File Name	40 Characters	“ZH INTF FROM PNC.TXT”
Record Count	8 Characters	“00000230” (will include all the data records and header record)
Filler	X(41)	Bytes Available for expansion

Detailed		
Details Indicator	X(1)	Default to 'D'
Personnel Number	X(8)	
Employee Name	X(85)	"Susan K Andersen"
Account Number	X(30)	"123412341234234"
Expiration Date	D(8)	MMDDYYYY
Status Change Code	X(2)	"CN" – Creation of new account "DC" – Deletion/Cancellation of Card
Effective Date	D(8)	'MMDDYYYY'
Filler	X(50)	Bytes Available for expansion

X = text/numeric field

D = date field

T = Time field

F. Monthly Report of Delinquent Corporate Card Accounts - this is a monthly file received from the card issuer that is used to generate notification letters of the status of delinquent balances. An Excel Spreadsheet is acceptable.

Hierarchy Level 1 (Agency)	Numeric
Hierarchy Level 2 (Department)	Numeric
Cardholder Name	Alpha
Account Number (last 8 digits)	Numeric
1 to 30 days delinquent dollar amount	Numeric
31 to 60 days delinquent dollar amount	Numeric
61 to 90 days delinquent dollar amount	Numeric
91 to 120 days delinquent dollar amount	Numeric
121 to 150 days delinquent dollar amount	Numeric
151 to 180 days delinquent dollar amount	Numeric
181 plus days delinquent dollar amount	Numeric
Total Current Balance	Numeric
Corporate Card Status	Alpha

G. Monthly inbound to SAP Agency Travel Card billing - this is a monthly file received from the card issuer that is used to create the invoice to pay the provider from the purchasing fund and then create expenditure adjustments to replenish the purchasing fund.



Generic Statement Billing File Layout

© 1999 Total System Services, Inc.
ALL RIGHTS RESERVED WORLDWIDE
July, 1999

COMPANY HEADER RECORD – TYPE 1

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Record Type ID	Alphanumeric	01		Populated with '1' for Company Header Type.
Agent Bank	Alphanumeric	02-05	IGB	Four-character number assigned to a bank that determines charge card programs, plastic graphics, etc.
Company #	Alphanumeric	06-10	IGB	The issuer's corporate client number, used to access the Business Control File.
Processing Date	Alphanumeric	11-16		Format = MMDDYY
Corporate Account Number	Alphanumeric	17-32	IGB	Sixteen-digit account number for the Corporate Account.
Billing Type	Alphanumeric	33	IGB IBX	
Cycle Day	Alphanumeric	34-35	IGB IPS ITA IUG	The day of the month that the account cycles.
Filler	Alphanumeric	36-42		
Mailbox ID for Transmission	Alphanumeric	43-54	IED	VAN Mailbox where the file will be delivered.
Expansion		55-350		Bytes available for expansion.

ACCOUNT HEADER RECORD – TYPE 2

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Record Type Code	Alphanumeric	1		Populated with '2' for Account Header Type.
Account #	Alphanumeric	2-17		Sixteen-digit identification number assigned to a cardholder.
Name Line 1	Alphanumeric	18-42	IGB INA	Cardholder's name.
Social Security #	Alphanumeric	43-51	INA	Social security number.
Place of Employment	Alphanumeric	52-66	IGB INA	Cardholder's place of employment.
Address Line 2	Alphanumeric	67-101	IGB INA	Additional address information for the cardholder.
Spouse	Alphanumeric	102-116	INA	Cardholder's spouse's name.
User Acct 1	Alphanumeric	117-130	INA	User/Issuer defined field.
User Acct 2	Alphanumeric	131-144	INA	User/Issuer defined field.
User Acct 3	Alphanumeric	145-158	INA	User/Issuer defined field.
User Data 3	Alphanumeric	159-162	IGB	Indicates the month to bill annual fees on a particular account.
Payment Due Date	Alphanumeric	163-168	IGB IPS	Date when payment to the issuer is due. Format = MMDDYY
DOB	Alphanumeric	169-172	IGB	Cardholder's date of birth. Format = MMY Y
Credit Rating	Alphanumeric	173-174	IGB	Credit rating assigned to the account.
Address Line 1	Alphanumeric	175-210	IGB INA	First line of the street address for the account.

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
City	Alphanumeric	211-235	IGB INA	City in cardholder's mailing address.
State	Alphanumeric	236-237	IGB INA	State in cardholder's mailing address.
Zip Code	Alphanumeric	238-246	IGB INA	Zip code in cardholder's mailing address.
Work Phone	Alphanumeric	247-256	INA	Cardholder's work telephone number.
Account Type	Alphanumeric	257	IGB	
Account Tax Indicator	Alphanumeric	258		
Account Code	Alphanumeric	259-280	CLI	Issuer's corporate client accounting code.
Employee ID	Alphanumeric	281-300	CLI	Cardholder's corporate employee ID.
Filler	Alphanumeric	301-325		
Expansion		326-350		Bytes available for expansion.

ACCOUNT DETAIL TRANSACTION RECORD – TYPE 5

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Record Type ID	Alphanumeric	01		Populated with '5' for Account Detail TXN Type.
Account #	Alphanumeric	02-17		Sixteen-digit identification number assigned to a cardholder.
Posting Date	Alphanumeric	18-23	IPS ITA	Date that a transaction posted to the cardholder's account. Format = MMDDYY
Transaction Date	Alphanumeric	24-29	IPS ITA	Date that a transaction occurred on a cardholder's account. Format = MMDDYY
Merchant Description	Alphanumeric	30-54	IPS ITA	Merchant DBA name.
Source Currency Code	Alphanumeric	55-57		Currency code for merchant in a foreign transaction.
Billing Currency Code	Alphanumeric	58-60		Currency code used to post a transaction to an account.
Foreign Currency Amount	Alphanumeric	61-73	IPS ITA	Transaction amount in foreign currency.
Reference Number	Alphanumeric	74-96	IPS ITA	Unique number assigned to transactions.
SIC Code	Alphanumeric	97-100	IPS ITA	Standard Industry Code for the merchant where a transaction occurred.

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Transaction Amount	Alphanumeric	101-113	IPS ITA	Dollar amount of the transaction performed on/posted to a cardholder's account.
Transaction Code	Alphanumeric	114-115	IPS ITA	Numeric code used to identify the type of transaction being processed.
Merchant City	Alphanumeric	116-141	IPS ITA	City where the merchant in a transaction is located.
Merchant State	Alphanumeric	142-144	IPS ITA	State where the merchant in a transaction is located.
Merchant ICA Code	Alphanumeric	145-148		Four-character number used for processing MasterCard transactions.
Merchant Country	Alphanumeric	149-151		Country where the merchant in a transaction is located.
Sales Tax	Alphanumeric	152-160		Sales tax applied to a transaction.
Sales Tax Flag	Alphanumeric	161		Y/N valid.
Purchase Identifier	Alphanumeric	162-186		
Purchase Identifier Flag	Alphanumeric	187		Indicates if the section containing purchase identifier information is in the file.
Memo Indicator	Alphanumeric	188	IPS ITA	M indicates that the amount of a transaction posts to the corporate/diversion account.
Ticket Number	Alphanumeric	189-201		Airline ticket number.
Tran Code	Alphanumeric	202-205	IPS ITA	Numeric code used to identify the type of transaction being processed.
Debit/Credit Status	Alphanumeric	206		Indicates whether the transaction is a debit or a credit. Valid entries are D and C.
Card Acceptor ID	Alphanumeric	207-221		Identifies the merchant or terminal where the transaction took place.
Merchant Zip	Alphanumeric	222-230		Zip Code for the merchant in a transaction.

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Minority Vendor Flag	Alphanumeric	231		Indicates whether VISA or MasterCard identifies the merchant as a minority. This is a Y/N field.
Incorp. Vendor Flag	Alphanumeric	232		Indicates whether the merchant is identified as an incorporated merchant. This is a Y/N field.
Filler	Alphanumeric	233-249		
Currency Exchange Rate	Alphanumeric	250-264	IPS ITA	Currency exchange rate for foreign transactions.
Currency Source Decimal Pos.	Alphanumeric	265-267	CSA	Bank specific field. Indicates the number of decimal positions for a foreign currency transaction.
Expansion		268-350		Bytes available for expansion.

TRANSACTION DETAIL DESCRIPTOR RECORD – TYPE 6

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Record Type ID	Alphanumeric	01		Populates with '6' for Account Detail Descriptor Type.
Account #	Alphanumeric	02-17		Sixteen-digit identification number assigned to a cardholder.
Descriptor Type	Alphanumeric	18-19		Valid values: 01 = Itinerary Data Type 02 = Car Rental/Lodging Section
Routing Array		20-47		
Carrier Code*	Alphanumeric	01-02		Airline code.
Service Class*	Alphanumeric	03		
Stop Over*	Alphanumeric	04		
Destination Code*	Alphanumeric	05-07		Airport destination code.
Travel Agency Code	Alphanumeric	48-55		
Travel Agency Name	Alphanumeric	56-80		Name of travel agency.
Passenger Name	Alphanumeric	81-100		Name of passenger.
Departure Date	Alphanumeric	101-106		Date of departure. Format = MMDDYY
Origination Code	Alphanumeric	107-109		Airport code for airport where trip begins.

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Reference Number	Alphanumeric	110-132		Unique number assigned to a transaction.
Expansion		133-350		Bytes available for expansion.
No Show	Alphanumeric	20	CSA	Indicates no show for a hotel reservation.
Extra Charges	Alphanumeric	21-28	CSA	
Total Authorized Amount	Alphanumeric	29-40		
Check In/Out Date	Alphanumeric	41-46	CSA	Indicates check in and check out dates for a hotel guest.
Expansion		47-350		Bytes available for expansion.

*This information repeats up to four times.

ACCOUNT TRAILER RECORD – TYPE 7

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Record Type ID	Alphanumeric	01		Populated with '7' for Account Trailer Type.
Account #	Alphanumeric	02-17		Sixteen-digit identification number assigned to a cardholder.
Total Debits	Alphanumeric	18-29		Total amount of debits for an account.
Total Credits	Alphanumeric	30-41		Total amount of credits for an account.
Total Payments	Alphanumeric	42-53		Total payments posted to an account.
Closing Date	Alphanumeric	54-59		Format = MMDDYY
Previous Balance	Alphanumeric	60-71	IPS	Previous balance for an account, prior to any posted credits or debits.
Current Balance	Alphanumeric	72-83	IGB IPS	Current balance on an account, including all posted credit and debits.
Credit Limit	Numeric	84-98	IGB IPS	Maximum allowable monetary value of a card.
Current Payment Due	Numeric	99-113	IGB IPS	The current payment due on an account.
Number Payments Past Due	Alphanumeric	114-116	IGB IPS	The number of payment that are past due.
Highest Degree Delinquency	Alphanumeric	117	IGB	The most number of times an account has been delinquent.
Amount Past Due	Numeric	118-132	IGB IPS	Monetary amount past due on an account.

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Charge-Off Amount	Numeric	133-147		Monetary amount charged-off on an account.
Disputed Amount	Numeric	148-162	EDA	Monetary amount in dispute on an account.
Number of Cards	Alphanumeric	163-165	IGB	Number of plastics issued for one account number.
Account In Dispute Flag	Alphanumeric	166	IGB	Indicates if any transactions on that account are in dispute.
TBR Reporting Level 1	Alphanumeric	167-171	IGB	Top level TBR reporting unit.
TBR Reporting Level 2	Alphanumeric	172-176	IGB	Second level TBR reporting unit.
TBR Reporting Level 3	Alphanumeric	177-181	IGB	Third level TBR reporting unit.
TBR Reporting Level 4	Alphanumeric	182-186	IGB	Fourth level TBR reporting unit.
TBR Reporting Level 5	Alphanumeric	187-191	IGB	Fifth level TBR reporting unit.
TBR Reporting Level 6	Alphanumeric	192-196	IGB	Sixth level TBR reporting unit.
TBR Reporting Level 7	Alphanumeric	197-201	IGB	Seventh level TBR reporting unit.

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Prev. Balance Flag	Alphanumeric	202		Indicates if a previous balance existed on an account
Curr. Balance Flag	Alphanumeric	203		Indicates if the account has a current balance.
Expansion		204-350		Bytes available for expansion.

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Record Type ID	Alphanumeric	01		Populated with '8' for Company Trailer Type.
Agent Bank	Alphanumeric	02-05	IGB IUT	Four-character number assigned to a bank that determines charge card programs, plastic graphics, etc.
Company #	Alphanumeric	06-10	IGB	The issuer's corporate client number, used to access the Business Control File.
Total Accts for Company	Alphanumeric	11-20	IUT	Total number of accounts opened for a company.
Total Credit Limit	Alphanumeric	21-35	IUT	Total monetary credit limit for a company.
Total Current Payments Due	Numeric	36-50	IGB	Total monetary payments due for a company.
Total # Accounts Past Due	Alphanumeric	51-54	IGB	Total number of accounts past due for a company.
Total Amount Past Due	Numeric	55-69	IGB	Total monetary amount past due for a company.
Total Charge-Off Amount	Numeric	70-84		Total monetary charge-off amount for a company.
Total Disputed Amount	Numeric	85-99		Total monetary amount of disputed transactions for a company.
Total # Cards Outstanding	Alphanumeric	100-105	IUT	Total number of cards issued for a company.

Field Name	Alpha/Numeric	Position	TSYS Screen	Description
Name Line 1	Alphanumeric	106-130	IUG IGB INA	An issuer's corporate clients name.
Address Line 2	Alphanumeric	131-165	IUG IGB INA	Additional address information for an issuer's corporate client.
User Acct 1	Alphanumeric	166-179	INA	User/issuer defined field.
User Acct 2	Alphanumeric	180-193	INA	User/issuer defined field.
User Acct 3	Alphanumeric	194-207	INA	User/issuer defined field.
User Data 3	Alphanumeric	208-211	IGB	Indicates the month to bill annual fees on a particular account.
City	Alphanumeric	212-236	INA IGB IUT	City where an issuer's corporate client conducts business.
State	Alphanumeric	237-238	INA IGB IUT	State where an issuer's corporate client conducts business.
Zip Code	Alphanumeric	239-247	INA IGB IUT	Zip code in an issuer's corporate clients mailing address.
Payment Due Date	Alphanumeric	248-253	IGB	Date when payment on the corporate account is due.
Filler	Alphanumeric	254-265		
Expansion		266-350		Bytes available for expansion.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT
HARRISBURG

February 15, 2007

Subject: RFP – Purchasing/Travel Cards
RFP Number: CN000 23160
Opening Date/Time: **March 13, 2007, 1:30 P.M.**
Addendum: Addendum #1

To All Offerors:

Offerors wishing a Microsoft Word version of the RFP, please contact Cheryl Crook at ccrook@state.pa.us. Please note electronic versions of the RFP are subject to I-29 of the RFP.

Sincerely,

Cheryl Crook

Cheryl Crook
Commodity Specialist
Phone: (717) 346-2672
E-mail: ccrook@state.pa.us

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT
HARRISBURG

February 23, 2007

Subject: RFP – Purchasing/Travel Cards
RFP Number: CN000 23160
Opening Date/Time: **March 13, 2007, 1:30 P.M.**
Addendum: Addendum #2

To All Offerors:

1. The new Issuing Officer and sole point of contact for this RFP is:
Syline Shingara, Commodity Specialist
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor Forum Place
Harrisburg, PA 17101-1914
Phone: (717) 346-3833
Email: sshingara@state.pa.us
2. Attached is the list of Pre-proposal Conference Attendees.
3. Attached are the Questions and Official Answers (includes Excel file for Question #83.)

Sincerely,

Cheryl Crook

Cheryl Crook
Commodity Specialist
Phone: (717) 346-2672
E-mail: ccrook@state.pa.us

	NAME Please PRINT CLEARLY	COMPANY	PHONE	EMAIL
1	Nancy Alund	General Electric	518-266-9875	Nancy.Alund@ge.com
2	DANIEL ROSE	MASTERCARD	914-244-5384	daniel_rose@mastercard.com
3	STEFFEN FREY	MASTERCARD	(202)414-8021	stefben_frey@mastercard.com
4	LARREN MUISE	VISA USA	770-954-3061	DMUISE@VISA.COM
5	William J Sullivan	PFM	631-806-9470	SULLIVAN W @ PFM.COM
6	Maryann George	Bank of America	267-675-0347	Maryann.George@BankofAmerica.com
7	ROBERT BELL	Bank of America	267-675-0346	ROBERT.BELL@BankofAMERICA.COM
8	Holly Roth	USBank	610-296-9488	hally.roth@usbank.com
9	MARWS HITE	MT BANK	717.255.2172	MDHITE@MANDTBANK.COM
10	Guy Kohler	MT Bank	717-565-2336	gkohler@mandtbank.com
11	Arthur Northrop	JPMorgan Chase	973-439-5067	arthur.chip.northrop @jpmchase.com
12				

	NAME Please PRINT CLEARLY	COMPANY	PHONE	EMAIL
13	J Jackson	Citi-gene	203 750-0682	joanna.jackson C Citi-gene.com
14	Judy Gainer	PNC	412-768-1044	Judith.gainer@PNC.com
15	Glenn Groninger	PNC	(412) 76 2-2574	Glenngroninger@PNC.com
16				
17				
18				
19				
20				
21				
22				
23				
24				

PCARD QUESTIONS & OFFICIAL ANSWERS

1. **Q-** p.10 Item D. Will rebate payments for COSTARS contract participants be paid directly to those respective participating entities or should all rebates be sent to DGS?
A- Payments for COSTARS contract participants should be paid directly to those respective participating entities.
2. **Q-** p. 26 Corporate Card Item 8. Is the Commonwealth interested in examining the benefits of Individual Liability/Central Payment for its Corporate Card program?
A- The Commonwealth is willing to examine the benefits of such a program.
3. **Q-** p.26-27 PCard Overview. How widespread is the current use of Works ActivePay software within the Commonwealth? (Apprx. # of users). I see that you also utilize the InfoSpan system as well. Would you prefer one system that could be used to accomplish both tasks? Does this capability NOT exist today with your current program? Just curious as to why you are using two systems.
A- All participating agencies in the purchasing card program have access to the ActivePay system. There are approximately 3,400 users of the ActivePay system.

The InfoSpan reporting system is our current "system of record" for auditor/comptroller use. This originated with the inception of our purchasing card program. Prioritization of projects prevented a conversion to the ActivePay reporting tool prior to RFP issuance. The ActivePay system now contains a reporting system that meets the needs of users, auditors, and comptrollers. However, as stated, the transfer to a single system has not occurred at this time
4. **Q-** p.26 Last sentence. You mention that MCC blocking is NOT used today. Do you plan to continue this policy in the future?
A- MCC blocking for the purchasing card program is currently used on a very limited basis. We currently utilize MCC blocking only to allow the creation of specialized cards, i.e., Utility Cards that can only pay utility billings.
5. **Q-** p.28 What is the average speed of payment for your employee liability Corporate Cards today? Are there any requirements as to how fast cardholders are required to pay the issuer once reimbursement is made to the employee by the Commonwealth?
A- On average, 95% of outstanding charges are paid within 30 days. Commonwealth policy requires that payment be made regardless of the status of reimbursement (see Appendix I - Management Directive 230.13 Commonwealth Corporate Card Program). The current vendor uses the following practice: After 60 days, the cardholder is charged a one-time \$15 late fee and the card is suspended. After 91 days, the cardholder is charged a penalty equal to 2% of the delinquent balance and the card is terminated. The 2% penalty is assessed each following cycle for the duration of the delinquency.
6. **Q-** Do you have any preference for Visa or MasterCard?
A- No
7. **Q-** Do you use any e-procurement tools today that you integrate payment with?
A- Yes. mySAP Supplier Relationship Management (SRM) uses purchasing cards as the payment mechanism for certain e-procurements under \$5000.
8. **Q-** Appendix F Incentives: Please elaborate as to what you are looking for here. Are you seeking a program Conversion Bonus?
A- This is related to any incentives the Offeror proposes such as a signing bonus, offsetting conversion costs, or other cash payments. A separate line should be used for each type of proposed incentive.

9. **Q-** Appendix G: I noticed that PCard volumes dropped after 2002 and are now trending upward. Why did this occur?
A- The SAP Enterprise Resource Planning system was installed in 2002. Due to changes in procurement methods and tracking, inventory and statewide contract procurements could no longer be paid for with the purchasing card. The Commonwealth has since allowed procurements under \$5000 on select statewide contracts to be paid for with the purchasing card.
10. **Q-** Please clarify the rebate structure and incentives required for participants of the COSTARS program?
A- The structure is the same for the Commonwealth and COSTARS participants.
Q- Will the issuer be required to provide COSTARS participants the same rebate as earned by COPA?
A- Yes.
11. **Q-** Please clarify the addendum and incentive structure for 'external procurement activity' and how will buying organizations will qualify for this status.
A- The structure is the same for the Commonwealth and an external procurement activity participant. The buying organization must qualify as per Section I-31 of the RFP.
12. **Q-** Are contract Terms and Conditions subject to negotiation towards industry standards (if required)?
A- Negotiations on the terms and conditions will be permitted. Offerors may propose substantive changes to the terms and conditions which the Issuing Office will take under consideration. However, as provided in Part II, Section II-8, the Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard terms and conditions. Non-negotiable provisions include: Payment (Section 10 a., last sentence), Non-Discrimination/Sexual Harassment (Section 23), Contractor Integrity (Section 24), Contractor Responsibility (Section 25), and Americans with Disabilities Act (Section 26).
13. **Q-** Can a copy of the RFP be provided in a Word document?
A- A Microsoft Word version of the RFP can be obtained in accordance with the instructions in Addendum No. 1.
14. **Q-** Does the Commonwealth have a Prompt Payment Act? If so, can the link be provided?
A- The statutory citation is 72 P.S. § 1507 and the regulation citation is 4 PA Code § 2.31 *et seq.*
15. **Q-** Pages 3-4, Section I-13/14. Disadvantaged Business Information/Small Businesses in Enterprise Zone - Please advise if participation is voluntary or mandatory?
A- Disadvantaged Business participation is not mandatory, but encouraged.
16. **Q-** Pages 9-11, Section I-30. COSTARS Program - It appears that it is a requirement of the RFP to allow COSTAR participants to join this contract. However, in Appendix C, it indicates this is optional. Please clarify.
A- Offerors have the option to allow COSTARS purchasers to participate on the contract. Offerors should complete Appendix C.
17. **Q-** Page 10, Section 1-30.D. - COSTARS purchasers shall issue their own procurement documents and be responsible for payment to the Offeror. If Offeror allows for COSTARS participation, does the Offeror also have the right to decline participation to certain entities, base on credit worthiness?
A- Yes.

18. **Q-** Pages 11-13, Section I-31. External Procurement Activity - Please clarify what these external procurement activities are. Who participates under the current contract?
A- Refer to Part I, Section I-31a of the RFP for the definition of an external procurement activity. There are no external procurement activities participating in the current contract.
19. **Q-** Page 16, Part II-8. Objections and Additions to Standard Contract Terms and Conditions - Please clarify process and how much negotiation on Terms and Conditions is permitted?
A- Refer to question number 12 above.
20. **Q-** Page 23, Part III-5. c. Disadvantaged Business Participation - Does the Commonwealth require that any non-disadvantaged business contract with a Small Disadvantaged Business to be considered for this contract? There appears to be no ranking for bidders who are not identified as such or do not partner with Small Disadvantaged Businesses.
A- Disadvantaged Business participation is not mandatory, but is encouraged. As provided in Part III, Section III-5 c., each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the priority ranking as listed in Section III-5 c of the RFP. Proposals with no Disadvantaged Business utilization will receive no points for this criterion.
21. **Q-** Page 25, Part I, IV-1.b.8. Purchasing Card - Please expand on what is meant by "Provide for Commonwealth based card management."
A- The Offeror should provide the Commonwealth with the ability to directly order, cancel, and modify the limits of the purchasing cards via an online card management system.
22. **Q-** Page 26, Part IV-1.b.8. Corporate Card - This statement requests bidder to allow for "direct payment by the Commonwealth for items paid for with individual Corporate Cards." However, page 37, Corporate Card, states "the Commonwealth will not be responsible for payment to the successful Offeror for any charges incurred by an employee on their Corporate Card." Please advise if the Commonwealth is interested in submitting payment to the Offeror for cardholders' reimbursable expenses.
A- In the future, the Commonwealth may consider a program that allows for the direct payment by the Commonwealth for items paid for with individual Corporate Cards. The process would remit allowable, reimbursable amounts claimed on the travel expense report directly to the contractor on behalf of the employee. However, what is charged on the corporate card may exceed allowable reimbursements, the employee would be responsible for paying those amounts.
23. **Q-** Page 26, Part IV-2.A. Purchasing Card Program Overview - Current volume on the Purchasing Card is approximately \$121MM annually. Does the Commonwealth expect the volume to grow year over year? If so, at what rate would the Commonwealth expect it to grow each year?
A- The Commonwealth has made significant changes to their procurement policy for the purpose of increasing purchasing card use and will continue to examine opportunities to increase the use of the purchasing card as a form of payment. It is not possible at this time to predict at what rate the increase will occur.
24. **Q-** Page 27, Part IV-2.B. Agency Travel Card Program Overview - Current volume on the Agency Travel Card is approximately \$1.9MM annually. Does the Commonwealth expect the volume to grow year over year? If so, at what rate would the Commonwealth expect it to grow each year?
A- The Commonwealth is unable to predict potential volume growth.

25. **Q-** Page 26, Part IV-2.C. Corporate Card Program Overview - Current volume on the Corporate Card is approximately \$12MM annually. Does the Commonwealth expect the volume to grow year over year? If so, at what rate would the Commonwealth expect it to grow each year?
A- The Commonwealth is unable to predict potential volume growth.
26. **Q-** Page 27 and 28, Part IV-2.B. and C. - The Commonwealth states that there is no online management of the Agency Travel Card or Corporate Card. Is it the Commonwealth's goal to automate the management of these programs in the new contract?
A- The goal of the Commonwealth is to obtain the most effective and efficient system for card management available.
27. **Q-** Page 28, Part IV-2.C. Corporate Card Program Overview - The Commonwealth has begun to implement withholding of payment to settle outstanding delinquencies on the Corporate Card. Please provide details for the past 3 years on delinquency and credit loss rates.
A- Refer to Attachment 1 to the Official Answers.
Q- Have these rates improved year over year?
A- The Commonwealth has significantly reduced the number of delinquent travel accounts over the course of our current contract. We are currently planning to implement a new policy that will withhold delinquent balances from employee pay.
28. **Q-** Page 29, Part IV-3.C. Breach of Confidentiality - Please expand on what is meant by "Offeror must assume total financial liability associated with any breach of confidentiality."
A- This pertains to any lawsuit arising as a result of the breach of confidentiality that may result in financial liability. Because the Commonwealth is held harmless, the Offeror must assume financial liability.
29. **Q-** Page 29, Part IV-3.D.1. Subcontracting - Through the normal course of business with our vendors and subcontractors, we may end a contractual relationship and begin a new subcontractor relationship. These subcontractors would not have any interaction with the Commonwealth. Please advise requirement of prior notification to Commonwealth. Any relationship we enter into with a subcontractor would not be specifically for the management of the Commonwealth's program.
A- The Commonwealth requires prior notification for any subcontracts that are entered into for any of the services contemplated under the contract.
30. **Q-** Page 29, Part IV-3.F. Requirements - Industry standards are to conduct credit checks on individual liability card programs (Travel Cards). Please expand on why the Commonwealth will not allow credit checks?
A- The Commonwealth requires a Corporate Card be made available to any Commonwealth employee for the purpose of conducting official Commonwealth business.
Q- Is the Commonwealth willing to reconsider this restriction?
A- No.
31. **Q-** Page 30, Part IV-3.K. Requirements - Please expand on what type of communication to employees would require Commonwealth approval? Would this include collection efforts?
A- Any communications being sent to employees must have prior COPA approval before distribution. This policy allows for blanket approval for certain communications, i.e. form letters such as collection notices, billing statements, and delinquency notices.
32. **Q-** Page 33, Part IV-4.E. Corporate Card - Reference is made to Appendix J - File Format for use in account maintenance. Is the Commonwealth open to other file formats? Is this format specific to the needs of the incumbent?

A-The file formats for data exchanges between SAP and our current vendor were custom developed to meet the specific data needs of the Commonwealth and our current vendor. While some data requirements necessitating file format changes may occur with a new contract or new vendor, the data currently needed by the Commonwealth must be provided. We can entertain using an XML format rather than the current mode of using a flat, field delimited file.

33. **Q-** Page 34, Section IV-4.H. Liability for Card Use - Please advise who is liable under the different programs, (Purchase, Travel) and in particular, where COSTARS and External Procurement Activities are involved. Is it the Commonwealth, a particular agency or the cardholder?
A- Purchasing and Agency Travel card are Commonwealth corporate liability. Corporate Card is individual pay/individual liability. It is assumed that liability for the Purchasing card for COSTAR participants or external procurement activity participants would be corporate liability for those entities.
34. **Q-** Page 34, Part IV-4.F.I. Card Format - Could the Commonwealth provide a seal in a jpeg file?
A- Yes
35. **Q-** Page 37, Corporate Card - The Commonwealth is requesting methodology for determining delinquency status and process for addressing delinquent accounts. What if standard policy is to report delinquencies to Credit Bureaus?
A- This is unacceptable to the Commonwealth.
36. **Q-** Page 39, Part IV-5. Reporting Tasks - Is the Commonwealth requesting Level III data for the Agency Travel Card and Corporate Card?
A- Yes, whenever Level III data is available.
37. **Q-** Appendix A - Contract Terms and Conditions - Please expand on what the Commonwealth's goals are in regards to the annual independent audits?
A- Commonwealth management is responsible for establishing accounting policies and internal controls to provide reasonable assurance concerning the reliability of financial reporting, the effectiveness and efficiency of operations and compliance with laws and regulations. When a service organization initiates, executes or does the accounting for Commonwealth transactions, the Commonwealth may not be able to implement effective controls for those transactions and may have to rely on controls placed in operation by the service organization. The Report on Controls Placed in Operation and Tests of Operating Effectiveness (SAS 70 report) provides the Commonwealth with reasonable assurance that specified controls were placed in operation as of a specific date and that the specified controls that were tested were operating with sufficient effectiveness to provide reasonable assurance that the control objectives were achieved during a designated period.
38. **Q-** Appendix F - Rebate/Discount/Incentives - What is the average transaction size for the Purchasing, Agency Travel Card and Corporate Card?
A- The average transactions size is as follows:
Purchasing Card - \$310.37
Agency Travel Card - \$235.77
Corporate Card - \$86.45
39. **Q-** Appendix F - Rebate/Discount/Incentives -What percentage of the volume is large ticket?
A- Less than 1%.
40. **Q-** Standard Terms and Conditions, Page 6, Section 19 Force Majeure - Please confirm that this provision does not include the withholding of payment.

A- The withholding of payment already due and payable by either party is not contemplated by this provision.

41. **Q-** If a respondent would require a registered Costars participant to execute a Participation Agreement under the Commonwealth's Master Contract would the Commonwealth also be willing to execute such?

A- Commonwealth will not execute the Participation Agreement. The Participation Agreement would be between the Contractor and the COSTARS participant.

42. **Q-** Specifically for Domestic Workforce Utilization, how much less in score would a respondent receive if they did not commit to all of the direct labor being performed within the geographical boundaries of the U.S.?

A- Commonwealth will not disclose the scoring methodology.

43. **Q-** To clarify, the Commonwealth is requiring 10 boxes for the RFP response containing separate Technical, Rebate and Disadvantaged Business Submittal envelopes? Or is a single Disadvantaged Business Submittal sufficient?

A- Ten(10) paper copies and one (1) CD of the Technical submittal and one (1) paper copy of the Rebate/Discount/Incentive Submittal and one (1) paper copy of the Disadvantaged Business Participation Submittal are required.

44. **Q-** If a respondent is not claiming status as a Socially Disadvantaged Business, is it necessary to submit the Disadvantaged Business Submittal form?

A- It is preferred that the Disadvantaged Business Submittal be provided. If no disadvantaged businesses will be utilized so state within the Disadvantaged Business Submittal.

45. **Q-** Appendix D, Proposal Cover Sheet: Does the Commonwealth require this as the first page of the Technical submittal, sealed separately or have 10 copies provided?

A- Offerors should include one (1) original Proposal Cover Sheet with the sealed Technical Submittal.

46. **Q-** Appendix E, Mandatory Requirements: Should this be placed separately in a sealed envelope and does the Commonwealth require 10 copies of this?

A- Offerors should include one (1) original Mandatory Requirements (Appendix E) with the sealed Technical Submittal.

47. **Q- Corporate Card-**Are the Corporate Cards today individual liability?

A- Yes

48. **Q- Corporate Card-**Are you managing the Corporate Cards through Works?

A- No.

49. **Q- Corporate Card-**Are your card members using Works to create expense reports?

A- No.

50. **Q- Corporate Card-**Is the Commonwealth looking to pay for approved charges on the individual liability Corporate Cards?

A- Refer to Question number 22 above.

51. **Q- Corporate Card-**What has write-off experience been over the past three years?

A- Over the term of the current contract, there were 36 accounts written off for a total value of \$28,000. The majority of these delinquent accounts occurred prior to the Commonwealth's implementation of MCC blocking in June of 2004.

52. **Q- Corporate Card-**How are hotel orders used today?

A- Commonwealth travelers present the hotel order at the front desk upon check-in. When checking out, the traveler signs the hotel order, which covers the room and taxes, and pays any other expenses. The hotel then sends two copies of the hotel order along with the invoice to the Comptroller Office for payment processing.

53. **Q- Corporate Card**-What is the annual volume of hotel orders?
A- In calendar year 2006, Commonwealth travelers used approximately 22,800 hotel orders at a cost of \$3,900,000.
54. **Q- Corporate Card**-Are these paid via check?
A- Yes, by check or ACH.
55. **Q- Corporate Card**-At what point (how many days past due) are funds withheld from employee pay checks to pay past due balances?
A- This policy has not been officially implemented.
56. **Q- Corporate Card**-Is this a contractual obligation?
A- No.
57. **Q- Corporate Card**-Please define hotel order (page 25)
A- A voucher used by individuals on official Commonwealth business to procure lodging accommodations. The hotel order is presented upon check-in and signed when checking out. The hotel forwards two copies of the hotel order and an invoice to the Comptroller Office for payment processing.
58. **Q- Agency Travel Card**-Would it be beneficial to manage the 41 cards through an online technology solution?
A- COPA is open to examine any online options that are available for card management.
59. **Q- Agency Travel Card**-Does each agency reconcile their own transactions?
A- Yes.
60. **Q- Purchasing Card**-Have you implemented ePayables or explored this functionality?
A- We are unfamiliar with the term ePayables.
61. **Q- Purchasing Card**-If so, how many and how much spend have been identified for ePayables? Is it over and above the P-Card spend?
A- We are unfamiliar with the term ePayables.
62. **Q- Purchasing Card**-What is the total Commonwealth non-Payroll AP spend?
A-The Commonwealth's total non-payroll expenditures for the period 7/1/06 through 6/30/06 are approximately \$3.9 Billion. This amount does not include fixed assets, grants and subsidies, or payroll expenditures.
63. **Q- Purchasing Card**-Will the Commonwealth provide a vendor file?
A- No.
64. **Q-** Do any political subdivisions/co-ops currently participate under the existing contract? If so, how many and what size are the programs?
A- No.
65. **Q-** What is the Average Transaction size for the purchasing card, Agency Travel card and Corporate Card programs?
A- The average transactions size is as follows:
Purchasing Card - \$310.37
Agency Travel Card - \$235.77

Corporate Card - \$86.45

66. **Q-** Does the purchasing card program experience any Large Ticket identified transactions? If so, what is the percentage to overall spend?
A- Not at this time.
67. **Q-** Please confirm the Corporate Card program currently maintains 15,000 active cards?
A- The program does currently have approximately 15,000 open accounts.
68. **Q-** Please confirm the Corporate Card program is Individual Liability/Individual Payment?
A- Yes, it is.
69. **Q-** What level of growth does the Commonwealth anticipate for all 3 programs during the term of this contract?
A- The Commonwealth has made significant changes to their procurement policy for the purpose of increasing purchasing card use and will continue to examine opportunities to increase the use of the purchasing card as a form of payment. It is not possible at this time to predict at what rate the increase will occur.
70. **Q-** Does the Commonwealth utilize more than one technology platform currently in managing these programs?
A. Yes
Q. Do all Agencies utilize the same technology platform as the State level?
A- Yes
71. **Q-** Are custom mappers required to interface to SAP or does the Commonwealth use the Works technology platform to download this data?
A- The Commonwealth generally uses custom developed file interface programs to read/process an external data file. The Commonwealth uses the Works technology platform to download data for the Monthly Inbound Purchasing Card Cost Allocation File. The data is then run through a Perl script to convert it to the Commonwealth's required format.
72. **Q-** If a respondent would require a registered Costars participant to execute a Participation Agreement under the Commonwealth's Master Contract would the Commonwealth also be willing to execute such?
A- The Commonwealth will not execute the Participation Agreement. The Participation Agreement would be between the Contractor and the COSTARS participant.
73. **Q-** Would the Commonwealth allow a respondent to offer more than one technology platform? For example, one for the State and its Agencies and another for participating Costars entities?
A- Yes. To clarify the Commonwealth requires one technology platform under the contract to be used by all agencies. The technology platform for the COSTAR participants would be subject to negotiation with each COSTAR participant.
74. **Q-** Are the desired contractual terms for the purchasing card program and Agency travel card program a 30 day cycle with 5 days to pay or will the Commonwealth contract at another term (i.e. 30 day cycle/14 day payment) and pay more quickly at the 5 days to maximize rebate potential?
A- The Commonwealth is willing to negotiate this portion of the terms. Please refer to Appendix F – REBATE/DISCOUNT/INCENTIVES.
75. **Q-** Part III, Criteria for Selection: Section III-5, what is the methodology/weighting for scoring of Technical, Rebates, Disadvantaged Business Participation, Enterprise Zone Small Business Participation and Domestic Workforce Utilization in the overall selection scoring?

A- The Commonwealth will not disclose the scoring methodology.

76. **Q-** Specifically for Domestic Workforce Utilization, how much less in score would a respondent receive if they did not commit to all of the direct labor being performed within the geographical boundaries of the U.S.?

A- The Commonwealth will not disclose the scoring methodology.

77. **Q-** Part II, Section II-4, Prior Experience: Is the Commonwealth looking for references which could be contacted?

A- Yes.

78. **Q-** Are complete resumes required for key assigned resources or will detailed bios be acceptable?

A- The Commonwealth will accept detailed bios.

79. **Q-** Is it a requirement to provide audited financial statements for any subcontractors? Would a partner such as TSYS be considered a "subcontractor" from the Commonwealth's perspective?

A- Yes – audited financial statements should be provided for all subcontractors. See Part II-7, Financial Capability as well as for any partnering organization whose ongoing operations are critical to the contractor's continuity of services to the Commonwealth.

80. **Q-** Does the Commonwealth have any idea as to when the program will be implemented, or a projected start date?

A- Part IV-4 K. requires the Offeror to be capable of making an orderly transition of services to coincide with the expiration of the current contract, but no later than 90 days from contract execution, without any interruption of services to the Commonwealth. The current contract expires September 30, 2007. The Commonwealth anticipates executing the contract in June 2007 and implementing by September 30, 2007.

81. **Q-** Can the RFP be converted into a Word document?

A. Yes. Refer to question number 13 above.

82. **Q-** As a follow-up, is it the expectation of the Commonwealth that each response is typed in right after the question? Or do you want the questions listed first, and the responses listed afterward associated with each question?

A- In accordance with Part II, Proposal Requirements, each question/requirement in this RFP should be restated (including section and number) by the Offeror and should be followed by the Offeror's corresponding answer or explanation.

83. **Q-** IV-2, page 28 - For your T&E Cards, what are the number of cardholders and dollar amounts that are 30-60-90-120 days late on average

A- Refer to Attachment 1 to the Official Answers.

84. **Q-** how many cards have been cancelled by your current provider, and the dollar amount associated with them

A- This information is not readily available. However, additional information relating to delinquencies is provided in the Q&A.

85. **Q-** when will the Commonwealth step in and support collection of delinquent accounts

A- The Commonwealth has always supported the collection of delinquent accounts.

86. **Q-** Appendix B - what is the Commonwealth's definition of direct labor, and what % does your current supplier provide?

A- Direct labor means the workforce of the prime contractor that will be performing the services under the contract. The percentage provided by the current supplier is not known.

The domestic workforce utilization certification was not a requirement at the time that the current contract was executed.

87. **Q-** with your T&E Cards, what is the range of the individual credit lines? How is that determined?
A- Currently coordinators are able to request travel cards with a maximum limit of \$10,000. Any limits above that threshold require approval of the Program Administrators. The Commonwealth established these limits and procedures with the incumbent vendor.
88. **Q-** IV-1, page 25, b8 - what does the Commonwealth mean by "provide for Commonwealth based Card management"?
A- The Commonwealth currently can order, cancel, and change/modify card limits via an online card management system. These capabilities are what we require at a minimum.
89. **Q-** Can you give us estimations on number of mappers and files required?
A- Refer to Appendix J FILE FORMATS.
Q- Any systems besides SAP?
A- No, all files interface into or out of SAP.
90. **Q-** How many Program Admin's do you have?
A- The card programs have approximately 120 to 130 program administrators. Each agency has a primary program administrator and a back up. A few larger agencies have multiple secondary program administrators.
91. **Q-** Since all our software is internet based, we don't feel that the Commonwealth security standards will apply to what we do (Section 3 D and E). Can you comment on this? Since we do not know what changes you may make in the future regarding state standards, it would be extremely difficulty for any issuer to comply to this as written.
A- Please refer to Part II, Section II-8 of the RFP with regard to objections and additions to the contract terms and conditions.
92. **Q-** IV-4 O. page 38 We use TSYS2 data formats. Your current provider uses TSYS1. We no longer support the old platform and would thus upgrade your capabilities. If you select an user on TSYS you will have to undergo a conversion process at some point in the future. Something to be aware of...
A- If a vendor is selected who uses TSYS2 formats is selected, the Commonwealth would need to work with the vendor to update and test our custom programs for this process.
93. **Q-** Who is the current provider and can we get a copy of the current contract given that it is public information?
A- PNC Bank is the current provider. A copy of the current contract must be requested from the Pennsylvania Treasury Department, Bureau of Contracts and Public Records.
<http://www.patreasury.org/contractpublicrecord.htm>
94. **Q-** When is it expected to award this business?
A- The Commonwealth anticipates selecting an Offeror for contract negotiations by the end of April 2007. The Commonwealth anticipates executing the contract in June 2007 and implementing by September 30, 2007.
95. **Q-** Who are the COSTARS Purchasers and what entities fall under the External Purchasing Activity?
A- Refer to Sections I30-31 of the RFP.
96. **Q-** How much anticipated spend?

A- Unable to determine.

97. **Q-** Number of cards?

A- A-Unable to determine.

98. **Q-** What is the average transaction amount per card program (i.e. p-card, agency travel card and T&E card)

A- The average transactions size is as follows:

Purchasing Card - \$310.37

Agency Travel Card - \$235.77

Corporate Card - \$86.45

99. **Q-** Are the 4,200 p-cards ghost cards or are they distributed cards to individuals?

A- They are distributed cards.

100. **Q-** Pg 26 - Mention 41 agencies – how many PA's and Backup PA's exist today for these agencies.

A. There are approximately 120 to 130 program administrators for the purchasing card program

101. **Q -** Pg 30 Please elaborate on the section that states that we must have Commonwealth approval for ANY communications with Commonwealth employees?

A. Any communications being sent to employees must have prior Commonwealth approval before distribution. This policy allows for blanket approval for certain communication's, i.e. form letters such as collection notices, billing statements, and delinquency notices.

102. **Q -** Pg 27 Is there 1 file feed into SAP for the 41 agencies? Or are there multiple file feeds for each of these agencies?

A. Each file is one feed into SAP for all agencies.

103. **Q -** During the initial implementation, will BFM be our primary focal point in working with the agencies? Or will we work directly with each agency?

A. Yes – BFM will be the primary contact.

104. **Q -** Are there any terms and conditions which are specifically "not negotiable"?

A. Negotiations on the terms and conditions will be permitted. Offerors may propose substantive changes to the terms and conditions which the Issuing Office will take under consideration. However, as provided in Part II, Section II-8, the Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard terms and conditions. Non-negotiable provisions include: Payment (Section 10 a., last sentence), Non-Discrimination/Sexual Harassment (Section 23), Contractor Integrity (Section 24), Contractor Responsibility (Section 25), and Americans with Disabilities Act (Section 26).

105. **Q -** Please expand on the premise of a 'no cost' program for the program. Does this include any and all customizations for implementations, expedited card replacement requests and the like?

A. Yes – no cost means no cost.

106. **Q -** SRM maximum payment \$5000 will thus number be increased?

A. The policy is review on a periodic basis and was last revised in September 2006.

107. **Q -** Part II-2 Management Summary, Items 1 –6, define business define locations in context of RFP for acceptance.

A. Business is defined as a commercial entity. Location is defined as a physical location. For example, Wal-Mart is one business with many locations.

108. **Q.** Is your current rebate schedule based on an average ticket size or does 100% of your yearly spend earn a rebate based on total spend eg. 120 million?

A. For the Purchasing Card and Agency Travel Card, rebate is based on 100% of spend. The Corporate Card is based on spend less current delinquencies.

109. **Q.** Do you see making large ticket purchases in the future eg \$100,000; 200-300,000 etc.

A. The Commonwealth does not currently pay for large ticket purchases with the Purchasing Card but is willing to entertain based on systems and programs offered by the contractor.

110. **Q.** Number of participants in COSTAR.

A. Refer to Part I, Section I-30 of the RFP.

DELINQUENT TRAVEL CARD BALANCES FY 2004

	CURRENT CHARGES	1-30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	121 - 150 DAYS	151 - 180 DAYS	181 PLUS DAYS	TOTAL BALANCE
<u>June 10, 2004 Cycle Report</u>									
AMOUNT	978,572.60	267,908.64	58,460.39	12,818.57	3,160.73	9,574.47	1,955.86	28,214.70	1,360,665.96
PERCENT	72%	20%	4%	1%	0%	1%	0%	2%	100%
<u>July 12, 2004 Cycle Report</u>									
AMOUNT	993,238.75	306,974.17	68,024.76	22,683.37	8,072.43	1,587.33	5,747.69	32,570.61	1,438,899.11
PERCENT	69%	21%	5%	2%	1%	0%	0%	2%	100%
<u>August 10, 2004 Cycle Report</u>									
AMOUNT	926,757.24	292,278.98	67,265.96	11,210.41	8,565.57	4,258.21	819.32	29,882.88	1,341,038.57
PERCENT	69%	22%	5%	1%	1%	0%	0%	2%	100%
<u>September 10, 2004 Cycle Report</u>									
AMOUNT	911,920.43	235,626.57	63,694.39	13,982.63	1,538.32	5,752.70	2,544.07	11,378.56	1,246,437.67
PERCENT	73%	19%	5%	1%	0%	0%	0%	1%	100%
<u>October 12, 2004 Cycle Report</u>									
AMOUNT	1,316,926.18	261,267.12	58,206.32	15,852.26	7,111.09	739.50	5,737.39	8,729.42	1,674,569.28
PERCENT	79%	16%	3%	1%	0%	0%	0%	1%	100%
<u>November 12, 2004 Cycle Report</u>									
AMOUNT	1,028,589.01	330,586.33	42,013.40	16,385.32	8,933.66	4,935.76	473.53	12,693.38	1,444,610.39

PERCENT	71%	23%	3%	1%	1%	0%	0%	1%	100%
---------	-----	-----	----	----	----	----	----	----	------

December 10, 2004 Cycle Report

AMOUNT	840,500.86	299,221.45	72,047.94	13,188.67	4,106.14	2,343.08	1,886.08	19,491.06	1,252,785.28
PERCENT	67%	24%	6%	1%	0%	0%	0%	2%	100%

January 10, 2005 Cycle Report

AMOUNT	573,820.84	230,630.04	75,012.41	25,399.43	5,328.36	1,816.74	1,593.52	23,406.71	937,008.05
PERCENT	61%	25%	8%	3%	1%	0%	0%	2%	100%

February 10, 2005 Cycle Report

AMOUNT	824,045.91	137,503.88	53,903.26	24,070.18	7,867.15	4,502.74	826.03	22,978.73	1,075,697.88
PERCENT	77%	13%	5%	2%	1%	0%	0%	2%	100%

March 10, 2005 Cycle Report

AMOUNT	775,833.71	215,280.95	30,747.64	18,388.85	5,695.68	4,960.98	2,654.63	20,110.56	1,073,673.00
PERCENT	72%	20%	3%	2%	1%	0%	0%	2%	100%

April 11, 2005 Cycle Report

AMOUNT	1,148,709.47	142,990.94	31,091.02	4,600.74	5,285.36	4,268.01	3,408.04	16,074.24	1,356,427.82
PERCENT	85%	11%	2%	0%	0%	0%	0%	1%	100%

May 11, 2005 Cycle Report

AMOUNT	1,127,761.84	249,777.13	26,137.56	5,261.44	483.48	3,324.91	3,557.24	17,331.89	1,433,635.49
PERCENT	79%	17%	2%	0%	0%	0%	0%	1%	100%

June 10, 2005 Cycle Report

AMOUNT	1,029,397.61	259,896.96	38,217.61	4,294.91	1,879.92	433.48	3,272.50	19,386.85	1,356,779.84
PERCENT	76%	19%	3%	0%	0%	0%	0%	1%	100%

DELINQUENT TRAVEL CARD BALANCES FY 2005

	CURRENT CHARGES	1-30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	121 - 150 DAYS	151 - 180 DAYS	181 PLUS DAYS	TOTAL BALANCE
<u>July 11, 2005 Cycle Report</u>									
AMOUNT	1,019,365.62	222,606.04	47,816.15	5,473.33	1,434.74	1,336.43	393.96	18,256.48	1,316,682.75
PERCENT	77%	17%	4%	0%	0%	0%	0%	1%	100%
<u>August 11, 2005 Cycle Report</u>									
AMOUNT	988,094.99	237,544.56	43,428.68	13,005.90	944.24	136.53	520.14	12,907.73	1,296,582.77
PERCENT	76%	18%	3%	1%	0%	0%	0%	1%	100%
<u>September 12, 2005 Cycle Report</u>									
AMOUNT	968,985.91	199,741.80	50,167.84	11,023.15	1,146.21	544.40	119.17	11,983.90	1,243,712.38
PERCENT	78%	16%	4%	1%	0%	0%	0%	1%	100%
<u>October 11, 2005 Cycle Report</u>									
AMOUNT	1,222,958.04	305,355.91	57,233.28	19,210.03	5,837.58	456.84	117.52	11,756.64	1,622,925.84
PERCENT	75%	19%	4%	1%	0%	0%	0%	1%	100%
<u>November 14, 2005 Cycle Report</u>									
AMOUNT	1,058,448.53	265,858.15	47,918.32	19,847.64	5,169.20	2,439.75	6.00	8,169.37	1,407,856.96
PERCENT	75%	19%	3%	1%	0%	0%	0%	1%	100%
<u>December 13, 2005 Cycle Report</u>									
AMOUNT	862,358.28	229,972.92	60,007.26	16,281.22	8,939.44	3,531.29	1,722.85	6,896.10	1,189,709.36

PERCENT	72%	19%	5%	1%	1%	0%	0%	1%	100%
---------	-----	-----	----	----	----	----	----	----	------

January 11, 2006 Cycle Report

AMOUNT	424,635.54	262,485.80	59,458.09	21,389.32	8,219.93	5,982.79	3,026.04	8,216.45	793,413.96
PERCENT	54%	33%	7%	3%	1%	1%	0%	1%	100%

February 10, 2006 Cycle Report

AMOUNT	833,530.91	90,096.48	39,833.47	14,276.56	6,200.97	3,482.10	3,328.74	9,586.86	1,000,336.09
PERCENT	83%	9%	4%	1%	1%	0%	0%	1%	100%

March 13, 2006 Cycle Report

AMOUNT	815,797.45	215,816.72	25,346.13	12,559.70	4,492.05	3,690.98	2,973.91	10,785.89	1,091,462.83
PERCENT	75%	20%	2%	1%	0%	0%	0%	1%	100%

April 11, 2006 Cycle Report

AMOUNT	1,186,982.76	184,522.55	40,199.73	5,782.08	3,257.48	1,118.17	2,140.05	10,251.18	1,434,254.00
PERCENT	83%	13%	3%	0%	0%	0%	0%	1%	100%

May 10, 2006 Cycle Report

AMOUNT	1,116,146.80	230,423.99	28,391.22	7,623.31	1,640.33	1,748.12	1,118.17	11,012.22	1,398,104.16
PERCENT	80%	16%	2%	1%	0%	0%	0%	1%	100%

June 10, 2006 Cycle Report

AMOUNT	1,321,412.86	203,818.26	46,198.02	6,948.50	680.88	720.13	961.75	6,438.61	1,587,179.01
PERCENT	83%	13%	3%	0%	0%	0%	0%	0%	100%

DELINQUENT TRAVEL CARD BALANCES FY 2006

	CURRENT CHARGES	1-30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	121 - 150 DAYS	151 - 180 DAYS	181 PLUS DAYS	TOTAL BALANCE
<u>July 11, 2006 Cycle Report</u>									
AMOUNT	1,321,415.86	336,745.70	55,623.07	17,141.68	2,515.86	641.61	720.13	5,545.24	1,740,349.15
PERCENT	76%	19%	3%	1%	0%	0%	0%	0%	100%
<u>August 11, 2006 Cycle Report</u>									
AMOUNT	1,140,419.82	176,844.58	51,819.14	10,163.34	1,526.49	1,410.43	240.33	4,820.53	1,387,244.66
PERCENT	82%	13%	4%	1%	0%	0%	0%	0%	100%
<u>September 12, 2006 Cycle Report</u>									
AMOUNT	1,137,488.71	244,384.98	39,394.34	15,319.17	3,509.29	1,480.49	821.49	5,556.87	1,447,955.34
PERCENT	79%	17%	3%	1%	0%	0%	0%	0%	100%
<u>October 12, 2006 Cycle Report</u>									
AMOUNT	1,325,324.77	285,277.84	65,445.03	15,728.25	7,081.71	1,826.77	1,367.97	1,476.29	1,703,528.63
PERCENT	78%	17%	4%	1%	0%	0%	0%	0%	100%
<u>November 13, 2006 Cycle Report</u>									
AMOUNT	1,364,792.72	193,457.98	57,477.96	16,998.80	4,610.66	2,930.03	1,012.15	1,178.93	1,642,459.23
PERCENT	83%	12%	3%	1%	0%	0%	0%	0%	100%
<u>December 12, 2006 Cycle Report</u>									
AMOUNT	1,325,324.77	321,404.41	59,720.71	19,489.96	7,028.19	3,408.20	1,962.80	4,065.23	1,742,404.27
PERCENT	76%	18%	3%	1%	0%	0%	0%	0%	100%

January 11, 2007 Cycle Report

AMOUNT	532,476.24	209,666.00	83,630.39	14,284.20	8,248.32	4,187.30	3,245.14	2,224.09	857,961.68
PERCENT	62%	24%	10%	2%	1%	0%	0%	0%	100%

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT
HARRISBURG**

March 1, 2007

Subject: RFP – Purchasing/Travel Cards
RFP Number: CN000 23160
Opening Date/Time: **March 13, 2007, 1:30 P.M.**
Addendum: Addendum #3

To All Offerors:

The Commonwealth desires a distinctive card for each of its programs. The Offeror should provide samples/sketches using the Commonwealth Seal. Refer to RFP – CN00023160 – Purchasing/Travel Cards, Section IV-4, I – Card Format. The Commonwealth Seal is now provided in a jpeg file. Refer to Addendum #2, Question #34.

Sincerely,

Syline M. Shingara

Syline M. Shingara
Commodity Specialist
Phone: (717) 346-3833
E-mail: sshingara@state.pa.us

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT
HARRISBURG

March 7, 2007

Subject: RFP – Purchasing Card, Agency Travel Card and
Corporate Card
RFP Number: CN00023160
Opening Date/Time: **March 13, 2007, 1:30 P.M.**
Addendum: Addendum #4

To All Offerors:

At this time, the proposal opening date remains as listed on the Calendar of Events in RFP – CN00023160 – Purchasing Card, Agency Travel Card and Corporate Card Program document posted to the Department of General Services website on February 6, 2007.

Sincerely,

Syline M. Shingara

Syline M. Shingara
Commodity Specialist
Phone: (717) 346-3833
E-mail: sshingara@state.pa.us

Exhibit F



November 20, 2007

Ms. Roxana Dietz
Director
Commonwealth of Pennsylvania
Department of General Services
Harrisburg, PA 17101

RE: RFP Number CN00023160
Purchasing Card, Agency Travel Card and Corporate Card

Dear Ms. Dietz

Pursuant to your request of June 28, PNC is pleased to provide additional information related to the following items discussed during our June 13th meeting.

1. Revised Disadvantaged Business submittal – See Contract
“Exhibit D – Negotiated Disadvantaged Business Terms and Conditions”
2. Costars Program participation rebate schedule with specification requirements

PNC Response: PNC understands the purpose of the COSTARS program enabling Local Public Procurement Units (LPPU) to engage in cooperative purchasing with the Commonwealth. PNC can support the COSTARS program within the following parameters:

- Each LPPU electing to participate in the COSTARS purchasing card program will be subject to an independent credit review and approval and, if approved, must execute a separate card services agreement and must deliver certified resolutions approving the facility, in form acceptable to PNC. For purchasing card services, the agreement must be executed in substantially the form of Attachment 3 to the Special Terms and Conditions attached as Exhibit A to the Contract.
- Each LPPU will be established as a separate program.
- A minimum of 10 cards must be issued per participating entity.
- The projected monthly program spend must reach a minimum of \$10,000

- Annual program spend equates to the calendar year total of sales minus returns minus cash advances.
- The annual program spend of each participating LPPU will be considered independently for rebate purposes for that entity.
- The aggregate spend of the COSTARS program will not be considered as part of the overall spend volume achieved by the Commonwealth for rebates earned.
- PNC will provide to the DGS COSTARS Program Office and to the Office of the Budget a quarterly report of activity based upon the format prescribed by DGS.
- Rebates will be paid annually using the schedule presented in Schedule 3 of Exhibit C to the contract, and in the form COSTARS purchasing card agreement, based upon the billing cycle and payment terms noted therein for Purchasing Card programs.

Please note that PNC has an existing and continuing cooperative distribution relationship with a consortium of related entities that support school districts within the Commonwealth, administered through EasyProcure LLC. The consortium includes the following entities:

- Pennsylvania Association of School Business Officials (PASBO)
- Pennsylvania Association of School Administrators (PASA)
- Pennsylvania School Boards Association (PSBA)
- Pennsylvania School District Liquid Asset Fund (PSDLAF)

This association with the consortium has led to existing Purchasing and Corporate Card contractual relationships with numerous school districts within the Commonwealth of Pennsylvania, and that arrangement will continue.

3. PNC Bank will review all Commonwealth Purchasing Card Programs and will recommend changes to achieve maximum efficiency.

PNC Response: PNC will provide program management and consultative resources in support of the Commonwealth achieving maximum efficiency within their card programs. We will focus our efforts on the development of strategies and best practices associated with the following activities:

- SAP integration
- Program expansion
- Process efficiencies
- Expense reduction
- Data management and reporting
- Communications
- Cardholder and administrator training

PNC, the Department of General Services and the Office of the Budget will jointly establish an Executive Oversight Team comprised of personnel from the Commonwealth and PNC to monitor the development and application of strategies related to each topic identified above.

4. ActivePay® and General PNC Development

PNC Response: PNC will keep the Commonwealth apprised of development strategies related to the ActivePay® application, and will provide the Commonwealth with quarterly updates regarding the applicability of all pending enhancements within the Commonwealth's programs.

It should be noted that cardholders currently have the ability to access their cardholder transactions and monthly statements via a web based interface. Our cardholder on-line capabilities will be enhanced by December 2007 with the introduction of an on-line Bill Payment Service. This service will provide cardholders the ability to pay their balance via a web-based application.

5. Intellilink Development

PNC Response: PNC will integrate IntelliLink data management and reporting functionality in the First Quarter of 2008. Throughout the remainder of 2007, PNC will provide the Commonwealth with periodic updates regarding the further development and use of IntelliLink within the Public Finance sector.

6. Better solution for the Commonwealth Hotel Order Issues

PNC Response: The Commonwealth has indicated that they will work towards reducing or eliminating Hotel Orders.

7. Solution for the Commonwealth billing concerns

PNC Response: PNC understands this topic to focus on two primary components:

1. Enhanced billing processes to reduce the manual intervention or /reconciliation processing by the Commonwealth - PNC will provide each cardholder access to the web based tools available in ActivePay® for transaction allocation and reconciliation. Benefits include:
 - Streamlining reconciliation activity via allocation rules established within ActivePay® by the Commonwealth based upon specific coding requirements. Management-by-exception policies ensure that compliant transactions flow automatically, reducing manager or accountant review to only unauthorized or incomplete transactions.

- Establishing customized user profiles and access roles within the allocation functionality of the ActivePay® application. Individual profiles can govern access and authority within the prescribed hierarchical structure. Allocation capabilities are specified based upon the Commonwealth's requirements. Access can also be limited to 'view only' capabilities.
2. Data integration from Active Pay® directly into SAP - Visa and SAP have entered into a partnership to enable the integration of the Commonwealth's card based transactional data directly into SAP's enterprise applications. PNC is prepared to consult with the Commonwealth to maximize the benefits of the ActivePay® application and to integrate card data directly from ActivePay® within the Commonwealth's SAP application.
8. Clarify transaction dispute process with VISA

PNC Response: According to the VISA operating regulations published in May 2007, any dispute that is not specific to fraud can be initiated and managed via electronic methods (i.e. e-mail). As such, PNC is in the process of developing procedures to support the electronic management of non-fraud related disputes, and will evaluate the deployment of an e-mail based solution in 2008.

9. Provide SAS 70 "Opinion Page" as a "read only" document for all service providers providing services under the Offeror's proposal

PNC Response: Please reference the attached SAS 70 opinion letters for VISA, TSYS and Works. If further review of the full SAS 70 Reports is required, PNC will facilitate this supervised review upon the request of the Commonwealth.

10. Provide COPA with information regarding contract incentives described in initial RFP submittal (travel insurance, etc.)

PNC Response: PNC has included an example of the disclosure documentation detailing the insurance benefits available to the Commonwealth.

11. PNC Bank will consider possible basis point increase for the Corporate Card, if COPA implements new policies for its Corporate Card Program

PNC Response: The Commonwealth has implemented policies and procedures to effectively reduce delinquencies and almost eliminate write-offs associated with the Corporate Card Program. PNC appreciates the action that the Commonwealth has taken and notes that 2006 write-offs associated with the Corporate Card Program were reduced to less than \$6,000. Additional efforts are underway to further reduce delinquencies through changes to Management Directives that will allow the Commonwealth to withhold delinquent payments from non-union employee wages. Upon notice of these changes being

implemented, PNC will increase the Corporate Card Program rebate schedule by three (3) basis points as noted on Schedule 2 of Exhibit C to the contract.

Additionally, PNC has increased the Purchasing / Agency Travel Card / ACI rebate schedule by three (3) basis points for the first tier of spend at all payment terms as noted in Schedule 1 of Exhibit C to the contract.

12. PNC will provide an incentive as noted in Schedule 4 of Exhibit C if other states choose to obtain purchasing card services from PNC by participating in the Commonwealth's Contract, such participation to be evidenced by a participating addendum executed by PNC and any such state in substantially the form of Attachment 4 to the Special Terms and Conditions included as Exhibit A to the Contract. Each participating state must authorize PNC to provide the Commonwealth, through its Department of General Services or other designated department, a quarterly report of each participating state's spend volume.

If you should have any questions or require further clarification of our response, please feel free to contact me at (412) 762-5730.

Sincerely,



George R. Whitmer
Senior Vice President
PNC Bank, National Association

Technical Submittal Part II

Sections II – 1 to II - 8

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

PNC Response: PNC understands the objectives of the Commonwealth's Card Services RFP to include the following:

- To continue the Purchasing Card, Corporate Card and Agency Travel Card programs at no cost to the Commonwealth.
- The simplification of processes for payment of materials, services or agency travel charges.
- Enhancing the delivery of card services enabling:
 - A streamlined process for managing hotel orders
 - The widest possible acceptance of card brand
 - A single, comprehensive, web based reporting platform for the Purchasing, Agency Travel and Corporate Card programs
 - Automated allocation and reconciliation of transactions to the respective agency's account coding.
 - Program and card management at the Commonwealth and Agency levels.
- Developing a program structure in support of the Commonwealth's COSTARS program and related external procurement activity.
- Providing comprehensive customer service at the program, agency, and cardholder levels.
- Identification of value added services available to further enhance the structure of the Commonwealth's card programs.

PNC further understands the specific requirements as outlined by the Commonwealth in Part IV- Work Statement and acknowledges our ability and willingness to meet the Commonwealth requirements. Detailed responses to each of the requirements of Part IV have been included as part of the Technical Submittal.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided. Include a copy of the Offeror's most recent Report on Service Organization's Controls (SAS 70, as amended). As part of the narrative description, address the following item related to the acceptance of the payment card:

1. Total number of businesses nationwide that accept the proposed card.
2. Total number of businesses in Pennsylvania that accept the proposed card.
3. Total number by types of businesses nationally that accept the card (e.g., department stores, home improvement stores, clothing stores, etc.).

4. Total number by types of businesses that accept the card within Pennsylvania (e.g., department stores, home improvement stores, clothing stores, etc.).
5. Total number of locations nationwide (exclusive of ATMs) that will accept the card.
6. Total number of locations in Pennsylvania (exclusive of ATMs) that will accept the card.
7. Identify the minimum dollar amount for a single purchase on the card, if any.

PNC Response:

PNC's Treasury Management Division is a pioneer in providing leading edge Purchasing and Corporate Card Services. PNC is well established as one of the top card issuing banks in the country and *is the fastest growing provider* of Visa branded commercial card solutions. PNC combines unparalleled industry expertise with innovative card solutions applied in uniquely customizable ways.

PNC is pleased to have provided card services to the Commonwealth for over 10 years. During that time, PNC has developed a thorough understanding of the Commonwealth's programs and provided expertise regarding the Commonwealth migration to SAP, innovative technology solutions for program management and reporting, IT knowledge for report and transmission customization and strategic support for training and continued program growth. Since 2002, PNC has processed over 2.6MM card transactions providing an estimated financial benefit of nearly \$10MM to the Commonwealth comprised of revenue share, process savings, and float benefits. PNC looks forward to the continuation of services predicated upon the following:

- Supporting separate Purchasing Card, Corporate Card and Agency Travel Card programs managed in accordance with either the Commonwealth or Agency specific parameters.
- Customized card controls including transactional limits and blocking of cash advances or specific Merchant Category Groups (if required).
- Billing interfaces tailored to specific Commonwealth program requirements.
- Web based card management including customized program reporting at cardholder or agency levels, transaction reconciliation and cost allocation to specific GL codes.
- Data interfaces that include report download capabilities or file transmissions in accordance with Commonwealth specifications.
- Flexible billing, payment, and liability structures with no fees assessed to the Commonwealth for card services.
- Comprehensive, 'multi-tiered' program and cardholder support to facilitate customer servicing at the program, agency or cardholder levels.

PNC has provided very detailed responses to the Work Statement requirements as part of our Technical Submittal. These responses provide information on the following:

- Card limits and restrictions
- Customer support
- New card issuance and account changes
- Procedures for lost, stolen, compromised cards and disputes
- Liability for card usage
- Card formats and design
- Billing considerations and statement delivery
- Information technology
- Card re-issuance
- Reporting and project control.

PNC has also detailed a variety of innovative concepts designed to enhance the existing card programs supported for the Commonwealth. These concepts include (but are not limited to) data and card integration within the SAP platform, an automated approach for managing hotel orders and expanding Purchasing Card usage via ACI.

PNC has detailed the acceptance statistics for our Visa branded card as follows:

1. Total number of businesses nationwide that accept the proposed card.

PNC Response: The numbers of merchants nationwide that have accepted a Visa Purchasing or Corporate Card totals 5,434,703.

2. Total number of businesses in Pennsylvania that accept the proposed card.

PNC Response: The number of merchants within the Commonwealth of Pennsylvania that have accepted a Visa Purchasing or Corporate Card totals 193,663.

3. Total number by types of businesses nationally that accept the card (e.g. department stores, home improvement stores, clothing stores, etc.).

PNC Response: The total number by "type of business" (based on MCC) nationally that accept the Visa Purchasing or Corporate Card is 5,385,264

4. Total number by types of businesses that accept the card within Pennsylvania (e.g., department stores, home improvement stores, clothing stores, etc.).

PNC Response: The total number by "type of business" (based on MCC) within the Commonwealth of PA that accept the Visa Purchasing or Corporate Card is 182,576

5. Total number of locations nationwide (exclusive of ATMs) that will accept the card.

PNC Response: Merchants nationwide that have accepted a Visa Purchasing or Corporate Card are 5,434,703

6. Total number of locations in Pennsylvania (exclusive of ATMs) that will accept the card.

PNC Response: Merchant within the Commonwealth of Pennsylvania that have accepted a Visa Purchasing or Corporate Card are 193,663

7. Identify the minimum dollar amount for a single purchase on the card, if any.

PNC Response: There is no minimum dollar amount for a single purchase.

Also included, as Exhibit 4 is an overview of the benefits associated with the Visa brand and acceptance leadership.

All of the service partners used to deliver Card Services in support of the Commonwealth's programs are compliant with the Purchasing Card Industry (PCI) Security Standards. Upon notification to PNC of the renewal of the Commonwealth's programs, PNC will provide certification letters regarding audited SAS 70 type II results for each service partner.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

PNC Response: If the Commonwealth chooses to maintain its card programs with PNC, none of the complexities and expenses associated with a transition to a new provider will apply. The resources, time commitment and expenses required by the Commonwealth to manage an effective migration to another issuer will be considerable. According to the 2005 Purchasing card Benchmark Survey Report published by RPMG Research Corporation, among large corporations with over 3,000 purchasing cards more than 1/3rd incurred expenses of more than \$500K to switch providers. PNC estimates the transition costs for programs the size of the Commonwealth's to exceed \$1.5MM dollars and will be based upon the following considerations:

Program Transition Considerations

- Elimination of issuer expertise regarding the Commonwealth's programs and history.
- Re-issuance of more than 10,000 cards to cardholders across 43 agencies and 3 different programs types.
- Ensuring internal program and agency resource commitment to manage an effective migration.
- Shifting of the Commonwealth's focus from program growth to program conversion will result in a lost rebate earnings and delay important expansion strategies.
- Integrating new technology solutions for use by cardholders and agency or program administrators.
- Defining internal communications and related procedures for managing the transition from one issuer to another.
- Defining program hierarchies and replicating set-up within new program technologies.
- Development, testing and integration of transactional and billing data files to the Commonwealth systems within required formats.
- Transition of program to new support and servicing contacts.
- Effective timing of migration to minimize impact of closing old cards and using new ones.
- Program customization needed to support the needs of the Commonwealth.

As the current provider of the Commonwealth's programs a detailed implementation process and related planning will not be required. PNC has included for the Commonwealth's review a more detailed review of the transition considerations that will result in the estimated transition expenses.

Program Transition Considerations

- General Considerations
 - Identify current program structures across participating agencies
 - Identify potential obstacles in the conversion and/or adoption of the new card program
 - Identify potential team members and resource requirements for the migration process and on-going support of the program
 - Determine timing for transition of accounts
 - Communicate goals and time frames of the program conversion to Sr. and Exec sponsors
 - The Commonwealth may need to review polices about the card programs
- Program Design
 - Determine strategy for converting accounts to new program:
 - Cardholder conversion

- Agency conversion
- Discussion of Roles and Responsibilities for the Commonwealth and Agency Coordinators
- Discussion of program maintenance and administration
- Determine billing cycle
- Determine payment method
- Completion of required implementation forms as needed
- Discussion of hierarchy structure and completion of the hierarchy document (if applicable) for new technologies
- Policies and Procedures - Possible updates and changes to policies and procedures that are in place for current program
- Complete new employee usage agreement form for all participating cardholders/ necessary changes to this form
- Determine internal communication strategy to agencies and cardholders for new program usage
- Validate Program Design
 - Identity time frames for completing the conversion process
 - Creation of User Guides for cardholders
 - Review program structure and design:
 - Pilot Group: Set up Corporate Account on TSYS
 - Pilot Group: Set up Corporate Account on TSYS
 - Pilot Group: Create hierarchy
 - Pilot Group: Validation of TSYS Configuration
 - Pilot Group: Corporate Account set up QA
 - Remaining accounts: Set up Corporate Account on TSYS
 - Remaining accounts: Create hierarchy
 - Remaining accounts: Validation of TSYS Configuration
 - Remaining accounts: Corporate Account set up QA
- Individual Account Design
 - Determine what card plastic design will be used
 - Cardholder reporting options (cardholder statements)
 - Review types of authorized purchases
 - Review strategy for cardholder limits; Single transaction limits, daily amount limits, number of transactions, and cycle limits
 - Review strategy for transaction limits and velocities
 - Review Merchant Category Code (MCC) inclusion/exclusion
 - Submit custom Merchant Category Code Groups
 - Identify the need for ghost accounts
 - Validate individual account design
- Pilot Group: Process cards from applications into TSYS for card creation
- Process remaining cards from applications into TSYS for card creation
- Communication of card delivery to cardholders
- Reissue cards (Lost/stolen and expired cards)
- Communication of policies and procedures
- Communication of card delivery for reissue cards /lost stolen reissue cards
- Pilot group - distribute cards to users

- Daily transaction file implementation
- Review daily transaction file layout
- MIS work set
 - Perform file format testing
 - Review transmission and encryption options
 - Determine transmission and encryption method
 - IT/Transmission work set
 - Perform transmission testing
 - Commonwealth approval and signoff of MIS work set
- Turnover to Production
 - Reporting system design
 - Review reporting requirements
 - Review demo of technology platforms
 - Determine user profiles
- Create training materials
 - Pilot Group - Schedule training
 - Remaining Users - Schedule training
 - Create and distribute User Ids and Passwords
 - Conduct training
- Finalizing Conversion Process
 - Discussion on status of the implementation including outstanding items
 - Pilot Group - Conduct training to Agency Coordinators
 - Create custom reports as needed
 - Socioeconomic Reporting Review
 - Payment review
 - Closing accounts with current provider
- Reviewing Program Conversion
 - Transition to Account Services Team
 - Evaluate results and performance quantitatively and qualitatively
 - Audit Compliance with Policies and Procedures

II-4. Prior Experience. Include experience in the Offeror’s relevant card systems, including those of any proposed subcontractors. The description should address experience with other governmental agencies and engagements similar to the size and scope of the work requested in this RFP. Provide detailed project descriptions, including contract duration, Offeror role and accomplishments. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

PNC Response: PNC owns and operates its own commercial card portfolio and has chosen industry leaders, such as VISA, Total Systems, Inc. and Works Inc., to

be our partners in offering Purchasing Card Services to the Commonwealth. Our services partners continuously strive to enhance the Card Services product offerings to ensure that the Commonwealth receives the best service available in the marketplace.

Total Systems Services, Inc., is the industry leader in commercial card processing services with over a 90% market share. TSYS was one of the original card processors supporting the Visa solution for the Federal Government in 1983. The TSYS card processing systems were refined in 1989 to promote more sophisticated card functionality including consolidated billing, increased card controls and reporting structure (hierarchy). Total Systems continues to enhance the processing platforms incorporating enhancement requests provided by PNC from time to time and. TSYS is recognized as the premier processing system for all card services providers.

VISA is clearly the market share leader in commercial card brands and overall charge card volume in the industry with over a 60% market share. This strong industry position has been achieved as a result of Visa's pursuance of universal acceptance and enhanced transaction data as its primary goals. Visa is also a leader in market research and trends and has been a powerful influence in the development of industry standardization and best practices that benefit all participants in the card industry.

Works, Inc is a leading technology company based in Austin, Texas. Works has developed and supports the technology available through PNC's ActivePay solution currently utilized by the Commonwealth. PNC is a sub-licensor of the Works solution and PNC has a multi-year agreement for the use of Active Pay, with an option to extend. In delivering the Active Pay solution, PNC has several distinct advantages:

- PNC is the largest most experienced partner / user of the Works technology.
- PNC has developed a unique branding strategy for the technology.
- PNC was the first bank to have a client launched on product in 2001
- PNC has supported over 90+ customer implementations to date and currently maintains the most complex portfolio of customers
- PNC is a pioneer in accounts payable card settlement approach as we were the first bank to partner with Works for full AP settlement integration
 - Several successful large scale customer deployments
 - Large Corporate AP Payments
 - Insurance Warranty Repair Payments
 - Hotel Partner Payments
- PNC is using ActivePay internally for payments
 - Direct interface from AP (PeopleSoft) to ActivePay for card settlement

- \$209 Million in spend volume on our program in 2006

PNC has vast experience in developing card solutions for governmental entities including the Commonwealth. The following are detailed project descriptions and accomplishments achieved by PNC for governmental programs:

Commonwealth of Pennsylvania

The Commonwealth of PA Purchasing Card program is one of the largest programs within PNC's portfolio. An agency hierarchy in which each separate 'entity' reports to a central billing account forms the structure of the Commonwealth programs. Each agency has a single point of contact (Agency Coordinator) to run the day-to-day operations of the program and is responsible for approving all new cards, ordering cards, receiving new cards, canceling cards, and setting spending limits. Spending limits include both a per transaction limit and a monthly spending limit. The Commonwealth utilizes PNC's ActivePay technology for the following purposes:

- Technology to manage cards within the program.
- To review, approve, and allocate charges within a defined Commonwealth account coding structure.
- To establish default account coding for each card, modify account coding on individual charges.
- To produce a cost allocation file that is loaded into SAP.
- To provide reports for card transaction history and memo statements.

The Commonwealth's billing period runs from approximately the 16th of the previous month to approximately the 15th of the current month. The Commonwealth pays this invoice within five (5) business days of the Commonwealth's receipt.

At the end of the billing cycle, PNC provides each individual cardholder with a monthly paper statement listing all charges and credits. Each cardholder reconciles the monthly statement and files a dispute form with PNC for any unauthorized charges.

The Commonwealth of PA also utilizes a Travel program that functions separately from the Purchasing Card application. The Travel program is structured as an individual bill, payment and liability application. Each separate agency has an Agency Administrator however; the day-to-day operation of the program is facilitated through the Administrators of the Commonwealth.

Employees are direct billed by the current contractor and are responsible for the immediate payment of all charges. Employees are required to submit Travel Expense Vouchers to the Commonwealth in order to be reimbursed for business expenses. The Commonwealth is not liable for charges on the employee's Corporate Card. Online reporting is available to coordinators through VIM (Visa Information Management). Cardholders have access to their personal account information through an online, real time Internet tool.

PNC also supports an Agency Travel card program for the Commonwealth that is used to pay for airline reservations through the contracted Commonwealth travel service provider. The Commonwealth receives a monthly file from the card issuer that is used to create and pay the invoice and allocate costs. This invoice is for all charges and credits transacted in the statement period. The statement period runs from the 11th of the previous month to the 10th of the current month. The Commonwealth pays this invoice within five (5) business days of the Commonwealth's receipt. The Agency Coordinators of the Commonwealth utilize PNC's VIM platform for reporting and cardholders utilize PNC's On-Line BankCard Center.

Over the course of PNC's relationship with the Commonwealth, we have been an integral part of program development and growth. Some of the specific accomplishments include:

- Implemented the first Card Programs for the Commonwealth.
- Providing flexible data integration capabilities via customized file and data transmission formats.
- PNC provided consultative expertise for the Commonwealth's migration to SAP. During the process, PNC streamlined the processes associated with the Purchasing Card program by eliminating multiple data transmissions and leveraging a single technology platform in ActivePay.
- PNC has developed multiple customized reports for the Commonwealth.
- PNC supports quarterly on site review meetings and additional training / program development sessions on demand.
- PNC has worked with the Commonwealth to develop customized MCC restriction for use within the Travel Card program.
- PNC continues to provide market leading technology solutions for use by the Commonwealth and best practice strategies for the utilization of ActivePay, ACI and related functionalities.
- The Commonwealth has access to the highest levels of PNC Bank's Management team including the Chairman of PNC, and Senior Management of the various lines of business.

Contacts:

Harvey Eckert
Commonwealth Comptroller
207 Finance Building
Harrisburg, PA 17120
(717) 787-6496
heckert@commonwealth.pa.us

Dwight Steinly
Accountant III
Verizon Tower – 6th Floor
303 Walnut Street
Harrisburg, PA 17101-1811
(717) 783-7886
dsteinly@commonwealth.pa.us

Ken Walker
(717) 772-1757
kwalker@state.pa.us

State of Delaware

PNC implemented a Purchasing Card program for the State of Delaware in 1999. Since that time, PNC and the State of Delaware have worked very closely on a payment optimization strategy with several objectives including:

- Reducing the number of invoices and paper checks that are processed annually.
- Increase electronic payment processing through use of the card.
- Integration of card usage within the State's e-procurement strategies.

PNC and the State of Delaware jointly established an Executive Oversight Team and Project Management Team dedicated to achieving these goals through the deployment of a 'Payment Protocol'. The Payment Protocol is a payment hierarchy where the first payment option will always be the Purchasing Card as this adds the most value to the State of Delaware. When the card is not a viable option then the second payment option is ACH as the fees associated with ACH are less than the other payment options.

The Project Management Team, which is comprised of State employees, a dedicated Account Development Representative from PNC, a dedicated Account Manager from PNC and a dedicated Account Development Representative from Works, worked individually with each State Agency to implement the Payment Protocol and expand usage of the Purchasing Card program. PNC was on-site every other week during this process and continues the on-site meetings during the continued expansion of the Purchasing Card program. Another key initiative for continued expansion of the card program was the implementation of the ActivePay application and the Active Card Integration (ACI) module. ACI replaced check disbursements for select vendors and it enhanced vendor relations as it assisted the vendor with complex accounts receivable issues. The Project Management Team meets on a quarterly basis with the Executive Oversight Team, which is comprised of Executive Members from both the State and PNC, to outline progress and to provide all significant updates.

PNC and the State of Delaware during the calendar year 2004 reduced the check volume by over 10% and increased the card program spend by over 1000%. The

Project Management Team also worked to streamline agency workload and make the card program an efficient payment method. Beginning in 2005, PNC began working with the State of Delaware on a Payment Optimization initiative that significantly increased overall card transaction volume and reduced the number of checks created. Before the Payment Optimization initiative began the State of Delaware had a payment mix of ACH 3%, Purchasing Card 9%, and Check 88%. By the end of 2006, The State's payment mix was ACH 5%, Purchasing Card 24%, and Check 71%. The savings created from this initiative were immediate and helped to streamline processes while maintaining current controls that the State of Delaware required. Additional benefits also included increased card spend which significantly increased the State of Delaware's rebate check received from PNC. PNC continues to work with the State of Delaware in optimizing it's payment mix via expansion of the Active Card Integration (ACI) program at the State level and working with each individual agency to improve management of their current card processes.

Contacts:

Trisha Neely
Director, Division of Accounting
540 S DuPont Highway
Thomas Collins Building
2nd Floor – Suite 3
Dover, DE 19901
(302) 744-1035
trisha.neely@state.de.us

Greg Martin
Supervisor – Financial Management Systems
540 S DuPont Highway
Suite 219
Dover, DE 19901
(322) 744-1041
gmartin@commonwealth.de.us

Commonwealth of Kentucky

The Commonwealth of Kentucky has 146 agencies with each agency established as an individual corporate bill account. The corporate accounts for each agency are placed on the third level of hierarchy. All agencies use the same plastic, and share the same agent number. During implementation, each agency is required to complete a Commonwealth of Kentucky Purchasing Card Program Agency Site form. This is a one-page form indicating who the program administrator will be, the agency site administrator, Authorized signers, four digit authentication codes, and the credit amount allotted towards the agency. The form will be submitted to the Statewide administrators, and signed by the Office of Controller. If any changes need to be made at the agency level, and new form will be completed and submitted to both the Commonwealth of KY and PNC.

The Commonwealth has established a hierarchy for statewide administrators to oversee the entire program. PNC tailored the program so Agency Administrators have the ability to view and report on transaction within their own agency. Statewide administrators oversee the entire program, and have full authority to changes to all of the agencies. Statewide Program Administrators must complete merchant category code changes and VIM IDs and password resets. Each agency has program administrators, agency site administrators, and authorized signers. The Agency program administrators have access to change limits, address changes, request new cards, close accounts, and request duplicate cards.

The Commonwealth uses VIM for reporting and card management. A daily Statement Bill File is sent to the Commonwealth containing all cardholder transactions. These transactions are loaded into the Commonwealth's application that is called E-MARS. Program administrators and site administrators will continue to manage the current process of allocating transactions within this application. Agency Program Administrators, Site Administrators, and cardholders have access to VIM. Administrators have access to the Card Management module in order to complete the following maintenance requests: limit changes, address changes, close accounts, and request duplicate cards.

Contacts:

Alex Whitenack
Executive Director
Finance & Administration Cabinet-CRC
702 Capitol Avenue, Room 460
Frankfort, KY 40601
502-564-9641 ext. 129
502-564-5319
alex.whitenack@ky.gov

Ramonda Kelly
P-Card Administrator
702 Capitol Ave Room 460
Frankfort, KY 40601
502-564-9641 EXT.119
502-564-5319 (F)
ramonda.Kelly@ky.gov

II-5. Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. The Offeror should describe the proposed organization structure, functional and contractual reporting responsibilities. For key personnel defined as the project manager and account manager, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in implementing and managing card programs. Indicate the responsibilities each individual

will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

PNC Response: PNC provides full relationship and account service to the Commonwealth's card programs with our three-tier account team structure.

Tier 1 - Relationship Team:

Relationship Manager – Glenn Groninger

Glenn G. Groninger is a Vice President of PNC, N.A. and a Relationship Manager in the Public Finance group of PNC Corporate Banking. As a Relationship Manager, Mr. Groninger is responsible for managing the banking relationships and business development opportunities for large municipal governments, healthcare entities, labor unions and not-for profits in the Pittsburgh region. In this role, he brings years of broad experience both in the public and private sectors to clients of PNC.

Prior to joining PNC, Mr. Groninger was the Executive Assistant for United States Senator Arlen Specter, serving both in Washington, D.C. and Pittsburgh. Glenn's areas of expertise while with Senator Specter included economic development, intergovernmental affairs, federal procurement and labor-management issues.

Mr. Groninger received an M.B.A. in Finance from the Katz Graduate School of Business at the University of Pittsburgh, and a B.S. in Marketing and Political Science from the University of Delaware.

Mr. Groninger is currently a member of the Government Finance Officers Association. Mr. Groninger also currently serves on the Board of Directors for both the Upper St. Clair, Pa. School District and of the Pittsburgh Economic and Industrial Development Corporation. He is also a past Board member of the Crossroads Foundation.

Glenn Groninger
Vice President
One PNC Plaza
Fifth and Wood Streets
Pittsburgh, PA 15222
Phone: 412-762-2579
Fax: 412-762-2784
Email: glenn.groninger@pnc.com

Treasury Management Sales Officer – Judith Gainer

Mrs. Gainer is an Assistant Vice President in the Treasury Management Division of PNC. She has 27 years of banking experience in corporate Treasury Management services and serves as the primary Treasury Management contact for the Commonwealth of PA. Judy handles the establishment of new services, contract negotiation, and is an escalation point for the resolution of high-level service issues. Judy joined PNC in 1998 and has worked with numerous Public Finance and Corporate Bank clients, including the Commonwealth. Judy received her Bachelor of Science degree from Carlow University.

Judith A. Gainer
Assistant Vice President
Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
Phone: 412-768-1044
Fax: 412-762-6264
Email: Judith.gainer@pnc.com

Sales Associate Manager – Daisy Bailey

Mrs. Bailey is the primary contact for day-to-day Treasury Management servicing issues and inquiries for the local government and Commonwealth of PA relationship. Daisy is responsible for new account set ups, service, implementation and account analysis inquiries. Daisy also serves as the general liaison between The Commonwealth and PNC's operational areas such as Pinacle, ACH/EDI, and the Transmission support group. Daisy has over 28 years of banking experience including 22 years with PNC.

Daisy Baily
Assistant Vice President
Two PNC Plaza
620 Liberty Avenue
Pittsburgh, PA 15222
Phone: 412-762-6076
Fax: 412-762-6264
Email: daisy.bailey@pnc.com

Tier 2 - Program and Account Management

Development Consultation - William Pierson

PNC has built a group of dedicated program consulting resources that work with our customers' on expanding the use of electronic payments, including Purchasing Cards. This group has realized many customer success stories, saving organizations hundreds of thousands of dollars in

process costs and generating significant revenue share annuities. This group provides a full range of consulting services including:

- Detailed vendor and payment analysis – match current vendor base against Visa accepting vendors, sort vendors by probability and volume opportunities.
- Business case development – summarizes results from vendor analysis and applies cost savings and revenue metrics.
- Payment protocol development – identify targeted payments types (cards, EFT) by vendor type, payment size, and volumes.
- Vendor enrollment – maps out vendor set-up processes by payment types (cards, EFT) and assist with the communication to larger vendors.
- Procure-to-pay process redesign – map out new card and EFT payment processes by vendor type and payment size.
- Policy and procedures development – aid in drafting the specific card and EFT program policies and procedures and integrating into overall organizational procurement and payment policies.
- Audit and compliance development – assist with the creation of policy enforcement reports and actions to support the compliance of the payment protocol.

Mr. Pierson will be assigned as the primary program development consultant for the Commonwealth's program efforts. Mr. Pierson has worked within PNC's Card Services group for over 10 years and has vast experience in managing the growth of card programs within the public finance segment. Mr. Pierson can be reached at 412-768-8617.

William Pierson has over 12 years experience in working with the Purchasing Card Program at PNC. William has worked with clients to improve their overall payment initiatives that increase the number of electronic payments (i.e. both ACH and Purchasing Card) while reducing the number of checks created. As a result of these initiatives clients have realized significant and immediate savings while maintaining all audit/payment controls that the clients require.

William Pierson has direct experience in working with State and Local municipalities. William is the Project Lead for the Payment Optimization efforts PNC has deployed for the State of Delaware. As such, William ensures PNC focus and commitment to maximizing the State's payables process and savings.

William Pierson holds a Bachelor of Science Degree from the School of Management, George Mason University

William Pierson
Vice President
500 First Avenue
Pittsburgh, PA 15219
Phone: 412-768-8617
Fax: 412-705-0759
Email: william.pierson@pnc.com

Project / Account Manager – Nicholas Fiorina

PNC has assigned a dedicated Project / Account Manager (Nicholas Fiorina) to work with the Commonwealth on an on-going basis in managing the Commonwealth's overall card relationship and enhancing your card program. Nicholas Fiorina joined the PNC Commercial Card Services group in 2003 as an Account Services Representative. Nicholas served as the Commonwealth's Commercial Card Account Services Representative from 2004 until he was promoted to an Account Manager position in 2006. Nicholas now serves as the Commonwealth's Commercial Card Account Manager. In his current role as a Commercial Card Account Manager, Nicholas has implemented travel and procurement programs and continues to provide consulting services while managing a client portfolio. His diverse previous program experience includes government entities, higher education, large corporate, and retail. Nicholas currently supports programs utilizing the PNC ActivePay and Visa Information Management web applications.

Nicholas received a Bachelor of Science in Business Administration from Penn State University and is currently enrolled in the MBA program at Capella University.

Mr. Fiorina can be reached via direct line or toll free at 1-877-824-5001 (Option 4).

Nicholas Fiorina, CAPM
Account Manager
500 First Avenue
Pittsburgh, PA 15219
Phone: 412-768-5900
Fax: 412-705-0759
Email: nicholas.fiorina@pnc.com

Account Services Representative – Gwen Hunt

PNC has assigned a dedicated Account Services Representative. Ms. Hunt will be the primary contact for your Agency Coordinators to handle day-to-day administration and maintenance of the program. Ms. Hunt can be reached at 1-

877824-5001 (option 4). PNC also provides back-up support available via pager 24 hours per day.

Gwen Hunt
Account Service Representative
500 First Avenue
Pittsburgh, PA 15219
Phone: 412-803-2594
Fax: 412-705-0759
Email: gwen.hunt@pnc.com

Gwen has worked for PNC for 8 months. Gwen joined us in 2006 from Lifewatch, Inc., where she worked in the customer service and billing department. In her current role as Account Service Representative, she manages a portfolio of Commercial Card clients and her diverse program experience includes retail, government entities (including the Commonwealth) and higher education clients. She currently supports programs utilizing the PNC ActivePay and ACI solutions and those that have implemented Visa Procure-to-Pay Best Practices.

Technical Support – John Vanhorn

John has worked for PNC's Treasury Management division for over 15 years. John has extensive project management experience working with PNC's MIS and Transmission Automation teams to coordinate the transmission of various files and to meet client's customized programming needs. In April of 2003 John joined the Card Services team. He is currently responsible for the coordination of file transmissions and customized programming projects. He also supports VIM's web-based reporting applications.

John has provided on-site VIM training for the Commonwealth of PA agency administrators. John implemented the Commonwealth of Kentucky's Purchasing Card program. John coordinated a daily-customized file transmission, created over 6000 VIM User IDs, creating customized manuals for cardholders, approvers, and agency/site administrators, and provided on-site training for over 300 agency/site administrators. John has also assisted the State of Delaware with Visa's 1099 Tax Reporting application.

John Van Horn
Assistant Vice President
Technology Consultant
500 First Avenue
Pittsburgh, PA 15219
Phone: 412-762-8762
Fax: 412-705-0759
Email: john.vanhorn@pnc.com

All resources dedicated to the Commonwealth for program design, implementation, program management and expansion will be headquartered in Pittsburgh. As currently experienced by the Commonwealth, PNC will continue to provide unlimited, on-site assistance will be provided for all aspects of program support as required. The primary physical address for PNC resources is:

PNC
PNC FirstSide Center
500 First Avenue
P7-PFSC-03-D
Pittsburgh, PA. 15219
1-877-824-5001 (option 4)
pcard@pncbank.com
www.pnc.com

PNC's Card Services group is managed within our Treasury Management department enabling consistent vision and focus related to developing B2B payables strategies. The organizational chart for PNC's Card Services Group is attached as Exhibit 5 to the RFP response.

PNC has chosen industry leaders, such as VISA and Total Systems, Inc., and Works to be our partners in offering card services to the Commonwealth. Our service partners continuously strive to enhance the product offering to ensure that the Commonwealth receives the best service available in the marketplace.

SubContractors: Total Systems (TSYS)

A subsidiary of Synovus Corporation and located in Columbus, Georgia, TSYS is the largest commercial card processor both domestically, as well as internationally, and services some of the largest client programs in existence today including the U.S. Federal Government. TSYS is the industry leader in commercial card processing providing robust processing capabilities to support a suite of commercial card products. TSYS currently has over 90% of commercial card processing market share. TSYS has over 300 employees dedicated specifically to its commercial card processing business and several thousand additional employees that represent its operation infrastructure. PNC selected TSYS as a service partner because of their high-end functional capabilities and commitment to service quality. Specific processing services TSYS performs on PNC's behalf include; card issuance, card activation, authorizations, transaction posting, reporting, and billing. Additionally, PNC made a strategic decision recently to move our Cardholder customer service functionality to Total Systems in order to provide 24x7. Cardholders can contact either Total Systems directly, or use PNC's NFCS call center.

Synovus is a diversified financial services holding company with more than \$31 billion in assets, based in Columbus, Georgia. Synovus provides integrated financial services including banking, financial management, insurance, mortgage and leasing

through 39 banks and other Synovus offices in the Southeast. Synovus supports electronic payments processing through an 81-percent stake in TSYS.

II-6. Training. The Commonwealth requires ongoing training to be provided for all agencies that participate in the program. Indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

PNC Response: As provider of the existing card programs for the Commonwealth, PNC remains committed to providing ongoing cardholder and / or manager-training workshops as requested and outlined by the Commonwealth. Separate and distinct sessions can be facilitated for users of the Procurement Card and Travel Card Programs. These sessions typically take an hour and a half and will cover topics in the following categories:

- Background of PNC Card Program
- Overview of the Card Program
- Primary functions of the card
- Primary benefits of the card
- Card acceptance
- Allowable card expenses
- Proper Use of the card based on program parameters set by the Commonwealth
- Reconciliation of month end activity statement
- Dispute procedures
- Contact procedures

In addition PNC and the Commonwealth can develop joint training sessions for Comptrollers, Agency Coordinators, and / or Administrators statewide based on both the Procurement and Travel card programs. Separate and distinct sessions will be held for the Procurement versus Travel card programs and will be customized based on the Commonwealth's internal management directives (policies) and procedures. These sessions can take up to two to three hours and will cover the following categories:

- Card application procedures
- Card maintenance procedures
- Card spending authority
- Allowable expenses
- Dispute resolution process
- Reporting
- Card reconciliation procedures
- Card audit/compliance procedures

Training Participants:

- Commonwealth Cardholders and Managers
- Dedicated PNC Account Manager

- Dedicated PNC Project Manager
- Key Agency Coordinators
- Comptrollers
- PNC Technology Resources
- Works Technology Resources
- Other Commonwealth and PNC representation as necessary from time to time.

Training Materials:

For both the Procurement and Travel card programs, materials for use in the training sessions include cardholder and administrator training presentations, on-line product demonstrations, program manuals, user guides, product reference guides and other applicable methods as directed by the Commonwealth Contracting Officer and PNC. Most materials are in either MS PowerPoint or MS Word formats and can be customized to present the Commonwealth's specific policies and procedures.

PNC has standard program manual templates for both the Procurement and Travel card programs. Standard cardholder manuals / reference guides are available for employee level program instructions and Q&A. These can be customized to the Commonwealth's individual program parameters. Standard administrator level guides are also available explaining program procedures and policies. These also can be customized based on the Commonwealth's needs.

Technology based reference guides for VIM and ActivePay are also provided in both electronic and hardcopy versions. A systems users and administrator guide is separately published.

Training Experience:

Over the course of PNC's relationship with the Commonwealth, PNC has conducted numerous training sessions for Administrators, Agency Coordinators and cardholders. These sessions have covered a variety of topics as defined above. More recently, PNC has established quarterly training sessions with the Commonwealth. A sample of the review topics within those sessions includes:

- Procedures for changing Agency Coordinators
- Demonstration for generating ad hoc or configurable reports
- Process implications of SRM for card ordering and re-issuance
- ActivePay
 - Canceling cards
 - Moving cardholders among agencies
 - Establishing appropriate card / control limitation
- Reviewing Travel Card procedures for delinquencies
- Card cancellation and data integration within SAP

PNC remains committed to providing the Commonwealth the personnel and training resources required to further expand the card programs.

II-7. Financial Capability. Describe your company's and any proposed subcontractor's financial stability and economic capability to perform the contract requirements. This must include an audited financial statement for the last two (2) fiscal years and a Dun and Bradstreet composite report for both the Offeror and each subcontractor.

PNC Response:

PNC Financial Services:

The PNC Financial Services Group (NYSE:PNC) is one of the nation's largest financial services companies with assets of \$101.8 billion. PNC has a diversified business mix, which includes a regional banking franchise operating primarily in eight-Commonwealths and the District of Columbia, specialized financial businesses serving companies and government entities, and leading asset management and fund processing businesses.

PNC earned all-time record net income of \$2.6 billion, or \$8.73 per share for 2006; growing customers, revenue, average loans and average deposits during the year. PNC's total assets exceeded \$100 billion for the first time, a milestone that further confirms PNC's place among the largest banks in the United States.

A review of PNC's credit ratings is provided below.

	Moody's	Standard & Poor's	Fitch
The PNC Financial Services Group, Inc.			
Senior debt	A2	A	A
Subordinated debt	A3	A-	A-
Preferred stock	Baa1	BBB+	A-
PNC, N.A.			
Subordinated debt	A2	A	A-
Long-term deposits	A1	A+	A+
Short-term deposits	P-1	A-	

Note: Credit ratings updated as of December 31, 2006. Ratings are subject to change depending on financial and other factors. Other subsidiaries and banks in The PNC Financial Services Group, Inc. may have different ratings. This is not a complete list.

Please reference the following Exhibits to the RFP response for more detailed financial information for PNC.

- Exhibit 6 - PNC Corporate Profile - 4th Qtr 2006
- Exhibit 7 - PNC 2005 Annual Report
- Exhibit 8 – PNC 2004 Annual Report
- Exhibit 9 - Dunn and Bradstreet Composite Reports for PNC Bank

Total Systems:

A subsidiary of Synovus Corporation and located in Columbus, Georgia, TSYS is the largest commercial card processor both domestically, as well as internationally, and services some of the largest client programs in existence today including the U.S. Federal Government. The annual reports for Total Systems can be accessed through the following URL.

http://www.tsys.com/ir/annual_reports.htm

II-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to renegotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the rebate/discount/incentives, on the basis of the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of terms and conditions other than those set out in **Appendix A**.

PNC Response: This Proposal is delivered by PNC Bank, National Association ("PNC") in response to the RFP issued by The Commonwealth of Pennsylvania ("COPA") for purchasing and travel card services ("Services").

This Proposal is not a contract, a commitment to lend, an offer to enter into a contract or an offer to lend and does not obligate either party to negotiate or enter into any contract in connection with the Services described in this Proposal. Any commitment to lend will be subject to credit approval and any binding agreement to accept or provide the Services will be subject to the parties entering a written agreement that will contain terms that are acceptable to the parties. PNC reserves the right to change, alter, eliminate or withdraw all or portions of this Proposal for the Services as permitted in the RFP or choose not to provide some or all of the Services. COPA is responsible for all costs associated with its evaluation and due diligence efforts to review this Proposal.

PNC would like to use its existing contract with COPA as a basis for this transaction, which incorporates the Standard Contract Terms and Conditions as modified by the parties in order for PNC to provide the current services for COPA. PNC would modify the existing contact as necessary to include the terms and conditions from the RFP as negotiated by the parties for the Services. PNC is agreeable to most of the Special Terms and Conditions contained in Appendix A, many of which are included in the existing contract; however, PNC would like to negotiate subparagraphs (a), (b), and (c) in Paragraph No. 3 (Virus, Malicious, Mischievous or Destructive Programming) of Appendix A3. With respect to subparagraph (d) in Paragraph No. 3 of Appendix A, PNC has complied with COPA's software security standards in providing the current services under the existing contract and would like the opportunity to review any new or modified standards that are applicable to the Services referenced in the RFP. Also, if PNC is selected to provide the Services and the parties determine to sign new documents based on the existing documentation, it may be necessary for COPA to execute an ActivePay Sublicense Agreement to use the ActivePay Service. The ActivePay Service is discussed in more detail in our Proposal.

Work Statement – Part IV

IV – Objectives

General. The Commonwealth's objective is to continue the Purchasing Card, Agency Travel Card, and Corporate Card Programs at no cost to the Commonwealth and to enhance those services where possible. The Purchasing Card, Agency Travel Card and Corporate Card Programs are currently administered by the Office of the Budget (OB). OB will continue to be the program administrator for the Commonwealth cards programs under the Contract to be executed for this procurement.

b. Specific.

Purchasing Card:

1. Simplify the process for agencies making payments.
2. Improve services to the Commonwealth agencies on an ongoing basis.
3. Ensure widest possible acceptance at merchants.
4. Provide ease of monthly reconciliations.
5. Provide comprehensive electronic reporting of Purchasing Card activity.
6. Provide for the centralized payment of one invoice for all Purchasing Card activity.
7. Provide for an automated method to allocate costs to the respective agency's account coding.
8. Provide for Commonwealth based card management.

Agency Travel Card:

1. Simplify the payment of certain agency travel charges.
2. Improve services to the Commonwealth agencies on an ongoing basis.
3. Ensure widest possible acceptance at merchants.
4. Provide ease of monthly reconciliations.
5. Provide comprehensive electronic reporting of Agency Travel Card activity.
6. Provide for the centralized payment of one invoice for all Agency Travel Card activity.
7. Provide for an automated method to allocate costs to the respective agency's account codes.
8. Provide for Commonwealth based card management.

Corporate Card:

1. Reduce the usage of hotel orders.
2. Provide a convenient method for employees to pay travel expenses.
3. Minimize employee requests for travel advances.
4. Improve services to the Commonwealth agencies on an ongoing basis.
5. Ensure widest possible acceptance at merchants.
6. Provide ease of monthly reconciliations.
7. Provide comprehensive electronic reporting of Corporate Card activity.

8. Implement a credit card clearing process to allow for the direct payment by the Commonwealth for items paid for with individual Corporate Cards.

PNC Response: PNC understands the objectives of the Commonwealth and has supported the Commonwealth's Purchasing, Agency Travel and Corporate Card programs in support of the objectives defined.

IV-2. Nature and Scope of the Project. The following is a brief description of the current card programs. The Commonwealth intends to continue the current programs as well as enhance and expand those programs where feasible.

The Office of the Budget, Bureau of Financial Management (the "BFM") is the overall administrator of the Commonwealth's Purchasing Card, Agency Travel Card, and Corporate Card programs. BFM also acts as liaison between Commonwealth agencies and the contractor when required. For the Purchasing Card Program, BFM currently processes and prepares the monthly file for processing and posting to SAP, the Commonwealth's enterprise resource planning system.

A. Purchasing Card Program Overview:

The Commonwealth has approximately 4,200 Purchasing Cards in 41 agencies, which charge approximately \$121,000,000 annually. However, past experience is not indicative of future activity level. **See Appendix G, Statistics For The Purchasing Card, Agency Travel Card, and Corporate Card.**

Each agency has a designated Purchasing Card coordinator. The coordinator is responsible for approving all new cards, ordering cards, receiving new cards, canceling cards, and setting spending limits. Spending limits include both a per transaction limit and a monthly spending limit. A paper application is completed and maintained on file. The system, Works ActivePay, is used by the coordinator to manage the cards.

Each participating agency determines to whom cards will be issued and how the cards will be used consistent with the major restrictions listed below:

- By policy, the maximum transaction limit is \$ 5,000. However, agencies may choose an amount less than \$ 5,000. The Commonwealth Comptroller has the authority to authorize exceptions to the \$ 5,000 per transaction limit. See Appendix H, Management Directive 310.23 Commonwealth Purchasing Card Program.
- Monthly transaction limits are established by each agency.
- The Purchasing Card is not used for employee travel expenses.
- Cash advances are not permitted.
- The Purchasing Card does not have MCC blocking.

The Commonwealth receives one monthly invoice summarized by the total of all charges and credits transacted in the statement period for each agency. A detailed electronic report of all transactions is provided to support the summary invoice. The statement period runs from approximately the 16th of the previous month to approximately the 15th of the current month. The Commonwealth pays this invoice within five (5) business days of the Commonwealth's receipt.

At the end of the billing cycle, the current contractor provides each individual cardholder with a monthly paper statement listing all charges and credits. Each cardholder reconciles the monthly statement and files a dispute form with the current contractor for any unauthorized charges.

Currently the system Works ActivePay is used by authorized agency personnel to review, approve, and allocate charges to Commonwealth defined account coding. The system allows personnel to establish default account coding for each card, modify account coding on individual charges, and produce a cost allocation file that is loaded into SAP. This information is locked from editing once batched for processing of the cost allocation file. In addition, Works ActivePay provides access to reports for card transaction history and memo statements. Both standard and configurable reports are available. InfoSpan and InfoSource provide other reporting options.

Comptroller Operations, Treasury, and authorized agency personnel utilize the reporting tool, InfoSpan, to review and post-audit transactions.

B. Agency Travel Card Overview

The Agency Travel Card is used to pay for airline reservations through the contracted Commonwealth travel service provider. The Commonwealth has approximately 41 cards in 41 agencies, which charge approximately \$ 1,900,000 annually. However, past experience is not indicative of future activity level. See **Appendix G**, Statistics For The Purchasing Card, Agency Travel Card, and Corporate Card.

All Agency Travel Cards are requested and received by the Office of the Budget, Bureau of Financial Management. A paper request is submitted to order the card. There is no on-line management of these cards.

The Commonwealth receives a monthly file from the card issuer that is used to create and pay the invoice and allocate costs. This invoice is for all charges and credits transacted in the statement period. The statement period runs from approximately the 11th of the previous month to approximately the 10th of the current month. The Commonwealth pays this invoice within five (5) business days of the Commonwealth's receipt.

Reports are available through InfoSpan.

C. Corporate Card Overview

The Commonwealth has approximately 100,000 employees of which approximately 40,000 do some type of business travel annually. During the past fiscal year Commonwealth travel expenses totaled approximately \$50,000,000. Of this figure, nearly \$12,000,000 were charged to Corporate Cards by the estimated 15,000 employees who are Corporate Cardholders. See **Appendix G**, Statistics For The Purchasing Card, Agency Travel Card, and Corporate Card.

Employees who do not have Corporate Cards utilize hotel orders, obtain cash advances, use personal credit cards, or pay cash for business travel expenses.

Employees complete a paper application that is approved by their supervisor and agency Corporate Card coordinator. The Corporate Cards are mailed directly to the employees. There is no on-line management of these cards.

The Commonwealth provides the Corporate Card issuer with a weekly file that includes name changes, address changes, change of agencies and terminations. The current contractor uses this file to update individual Corporate Card account holders.

The Commonwealth receives from the current contractor a weekly file that includes new account issues, accounts closed and updates to expiration dates.

Online reporting is available to coordinators through the InfoSource system. Cardholders have access their personal account information through an online, real time Internet tool.

Employees are direct billed by the current contractor and are responsible for the immediate payment of all charges. Employees are required to submit Travel Expense Vouchers to the Commonwealth in order to be reimbursed for business expenses. The Commonwealth is not liable for charges on the employee's Corporate Card.

In the event an employee becomes delinquent in paying the current contractor, the Commonwealth/current contractor will terminate the employee's card. This process is identified in the Commonwealth Management Directive 230.13, Commonwealth Corporate Card Program (**Appendix I**). Employees, who do not reimburse the current contractor for charges incurred within the time frame identified in the Directive, may face disciplinary actions. The Commonwealth has begun to implement procedures to withhold from an employee's pay to settle any outstanding unpaid delinquent balances with the current contractor.

PNC Response: PNC has supported the Commonwealth's programs within the parameters defined above. The responses provided within the remaining sections of the RFP provide detailed information on how this support is currently being provided.

IV-3. Requirements

The Commonwealth's requirements are described below. The Offeror should acknowledge the ability and willingness to meet each requirement.

A) The Offeror must provide for the Purchasing Card, Agency Travel Card, and Corporate Card programs.

PNC Response: PNC has provided card services to the Commonwealth for over 10 years and looks forward to the continuation and expansion of Purchasing Card, Agency Travel and Corporate Card programs for the Commonwealth.

B) The Commonwealth requires that the Offeror provide all cards and all services at no cost to the Commonwealth or its employees.

PNC Response: PNC will continue to provide all card services at no cost to the Commonwealth or its employees.

C) The selected Offeror will assure the Commonwealth that the access, use, and disposal of all data will be safeguarded, in accordance with federal and Commonwealth laws and regulations. The selected Offeror must agree not to sell or use lists of cardholder names, addresses, or other privileged information for any purpose not related to this program. The Offeror must establish procedures to assure that information is not released to inappropriate individuals or agencies.

Should a breach of confidentiality occur as a result of an unauthorized disclosure by a person employed by the Offeror, or by any of its subcontractors, the Offeror shall hold harmless the Commonwealth and its departments and personnel. The Offeror must assume total financial liability associated with any breach of confidentiality.

PNC Response: PNC clearly understands and will abide by the Commonwealth's requirements concerning the privacy of data. PNC will safeguard all data in accordance with the privacy principles detailed below. In addition, PNC will hold the Commonwealth harmless for any financial liabilities associated with a breach of confidentiality by PNC or any of its subcontractors.

- ***PNC Customer Information Privacy Principles***

At PNC, our mission is to meet the desires of our customers. As financial services professionals entrusted with sensitive financial information, we respect the privacy of our customers and are committed to treating customer information responsibly. Our Customer Information Privacy Principles serve as standards for all PNC employees for collection, use, retention, and security of individual customer information.

- ***PNC Collects and Retains Only Customer Information That Is Needed***
PNC limits the amount and type of customer information we collect and retain to that which is required to establish and manage customer accounts, understand customer needs, provide customer services, offer new products and services, and comply with legal and regulatory requirements.
- ***PNC Employees Are Responsible For Customer Information Protection***
PNC limits employee access to customer information to those employees with a legitimate business need for the information. We have policies, procedures, employee orientation, and communication programs designed for the protection of customer information. It is the responsibility of each PNC employee to comply with our Customer Information Privacy Principles policies and procedures. Failure to comply subjects our employees to disciplinary action.
- ***PNC Strives To Maintain The Accuracy Of Customer Information***
We have implemented internal controls and procedures designed to keep and report customer information as accurately and completely as possible. We respond promptly when a customer tells us his or her information is not accurate.
- ***PNC Limits The External Disclosure Of Customer Information***
PNC does not disclose customer information outside the PNC companies, except:
 - To conduct our business (for example, in connection with completing customer transactions, transferring customer accounts, or sharing information with credit reporting agencies, persons verifying account status, or persons providing services for us).
 - When we suspect fraud or are otherwise required or permitted to do so by law or regulation.
 - When a customer requests or gives us permission to do so, or to make available products or services we believe may be of interest to our customers.
- ***PNC Respects Our Customers' Solicitation Preferences***
We honor our consumer customers' requests to be excluded from marketing solicitations.
- ***PNC Provides Our Customers Access To Our Privacy Principles***
Our Customer Information Privacy Principles are readily available to our customers through brochures, customer mail, web sites, and toll-free telephone numbers.

PNC uses advanced technology and information management techniques to implement security, audit and control programs designed to protect the confidentiality and security of cardholder information. PNC limits access to customer information to employees or service partners that we believe have a legitimate business need for the information.

D) The Offeror must identify any functions for which it intends to subcontract or otherwise work with another party in providing any services under this contract. In addition, the Offeror shall acknowledge the following:

1. The Offeror shall not enter into subcontracts for any of the services contemplated under this contract without obtaining prior written approval from the Commonwealth.
2. The Commonwealth reserves the right to approve or reject, in writing, any subcontractors.
3. All references to Offeror requirements throughout this RFP includes subcontractors.

PNC Response: PNC has chosen industry leaders, such as VISA and Total Systems, Inc., and Works to be our partners in offering card services to the Commonwealth. Our service partners continuously strive to enhance the product offering to ensure that the Commonwealth receives the best service available in the marketplace.

PNC selected TSYS as a service partner because of their high-end functional capabilities and commitment to service quality. TSYS completes the payments cycle for clients from capturing and authorizing transactions at the point of sale to processing statements and payments. Specific processing services TSYS performs on PNC's behalf include card issuance, card activation, authorizations, transaction posting, reporting, and billing.

Visa is the world's leading payment brand and largest consumer payment system, enabling banks to provide their consumer and merchant customers with a wide variety of payment alternatives. Visa has led the commercial segment for more than 15 years and has captured 60% market share of cards and payment volume. More than 21,000 financial institutions, 24MM merchant locations and 1.5 billion cardholders rely on Visa's processing system, VisaNet. Over 7,000 transactions per minute (or 100MM per day) are supported with virtually 100 percent reliability. Visa also provides leading edge technology and business services including:

Technology Support:

- Visa Information Management – A comprehensive, web-based reporting and information management solution
- 1099 Tax and Socioeconomic Reporting
- Multinational Reporting

Consultative and Business Support Services:

- Advanced Card Management Functionality
- Procure-To-Pay Best Practices
- Visa Supplier Locator
- Visa Large Ticket Merchant Program
- Data Integration Services

PNC has partnered with Works, Inc., a technology company based in Austin, TX for the delivery of the ActivePay solution currently utilized in support of the Commonwealth’s Purchasing Card program. The Commonwealth is currently utilizing ActivePay for web based card management and reporting functionality to support the Purchasing Card program. Some of the additional functionalities provided by the ActivePay technology include:

ActivePay Functionality

	Features	Benefits
Secure & Flexible Control	Electronic Purchase & Payment Requests	ActivePay’s online spending request forms are routed for approval based on the Commonwealth’s spending authority matrix and purchasing policies. Business owners can now sign-off on a commitment prior to incurring an expense.
	Active Card Control™	Direct connection to the credit card network enables the Commonwealth to instantly add available credit to individual cards based on approved requests. Support for \$0 cards and your pre-purchase approval process limits the Commonwealth’s financial exposure while unlocking emergency or exception purchases, higher dollar and mission-critical transactions.
	Active Card Integration™	Enable card payments to the Commonwealth’s vendors as easily as you generate a “check run” with no manual entry. Real-time or batch integration between ActivePay and your front-end ERP or other specialty system allows you to maximize card use.
	Flexible Card Permissions	Use Active Card Control technology with traditional credit management to create a wide variety of usage

		scenarios. Examples include: \$0 supplier cards that are funded per invoice, declining balance cards for project spend, and cards with discretionary credit limits that are allowed one-time variations from ordinary spending policy.
Accounting Support	Hands-Free Reconciliation	ActivePay streamlines reconciliation activity by offering best-guess GL coding options at the time of purchase request or allocating automatically. Management-by-exception policies ensure that compliant transactions flow automatically, reducing manager or accountant review to only unauthorized or incomplete transactions.
	Reconciliation Policy Enforcement	Tie the restoration of available credit to manager or accounting review, in addition to traditional date-based restoration. This provides a simple, but effective and timely enforcement of reconciliation policy.
	ERP/Accounting System Integration	Reconciled transactions can be exported to a file for quick import into your accounting or ERP system, eliminating errors and dramatically reducing cycle-end reconciliation efforts.

PNC understands that all references to requirements throughout the RFP include subcontractors or service partners. PNC selects service partners or subcontractors based upon the needs of our entire card portfolio, the proven commitment of the service partner to the card industry, and strategic development plans of PNC. PNC is committed to enhancing our capabilities and will continue to establish relationships based upon the goals defined above. PNC will work with the Commonwealth to ensure awareness regarding the delivery of services by service partners of PNC.

E) The Offeror must include a plan for business continuation and or recovery as a result of disaster.

PNC Response:

PNC – Card Services Business Resiliency Program

The PNC business resiliency program manages the organization's capabilities to continue to provide services at any time, regardless of the event and impact. Prioritization of investments in people, processes, technology, and facilities are based on different types of events, business risk, and criticality. Comprehensive testing continuously validates PNC's resiliency capabilities and an integrated governance model assures transparent management reporting.

The program is built upon the following strategic imperatives:

- Continuous investments to improve PNC's recovery and business resumption capabilities
- Elimination of single point of "workplace" failures
- Establishment of comprehensive geographic diversity
- Reduction of time-to-recovery and business resumption
- Elimination of data loss
- Continuous hardening of 'high-availability' and 'redundancy' solutions
- Determination of internal and external interdependencies and regional resiliency
- Real time crisis and event response
- Continuous testing, training, and validation of PNC workplace resiliency capabilities

The program is based on two core methodologies:

- Assessing, planning, and testing based on multiple scenario strategies
- Prioritization and focus based on criticality through the Critical Services Portfolio Management process.

The methodologies address the entire business process thereby assessing the prioritization, planning, and the testing resiliency capabilities for personnel, technology, business process, facilities, and interdependencies. Enterprise-wide crisis management, transparent management reporting, consistent training and awareness, as well as performance management support the overall strategy and program policy.

Critical Vendors

PNC Commercial Card leverages outsourced technology for transaction and account processing as well as reporting. All vendors providing services to PNC Commercial Card must annually provide the following:

- Annual Business Resiliency Plan
- Testing Results of Business Resiliency Plan
- Completion of SAS70 Review

All of the above documents are reviewed and incorporated into the PNC Commercial Card Business Resiliency Plan. PNC has also created redundant connectivity to backup data centers where appropriate.

Resiliency Testing

Critical mainframe, distributed systems and infrastructure systems are fully tested annually. Critical business function recovery plans are also tested to include human capital, processes/procedures, facilities, technology and interdependencies. Updates to plans are revised and monitored accordingly.

Infrastructure

PNC has historically provided for adequate safeguards in the Commercial Card department resulting in an absence of any major disaster. In addition to normal safety features within the building(s), the following preventative measures are in effect:

- The buildings are protected from short-term power failures by an uninterruptible power supply (UPS).
- If a single building outage occurs, a recover site will be established to ensure consistent client service.
- Application programmers are available to modify or correct any programming issues.

Total Systems, Inc.

TSYS is a third party processor responsible for authorizations, posting, settlement, statements, and reporting. TSYS is the largest third party processor of commercial card transactions processing over 11 billion transactions a year. The TSYS system availability and up time is over 99.9%. TSYS has a fully redundant backup processing host with no single points of failure that can be hot linked (switched) in the case of a major system failure. This hot link backup site is tested on a frequent basis to ensure availability. TSYS also has a formal disaster recovery plan in place that covers all aspects of their data processing environment. The disaster recovery plan is updated and tested on a quarterly basis to ensure all event scenarios are covered. In the case of a fatal data center issue, the plan calls for complete site restoration (conversion) and operability in 24 hours.

Visa

The infrastructure supporting the Visa Information Management (VIM) web site helps to ensure service reliability for your program administrators and cardholders. The VIM portal employs technology such as a fail over database system, redundant (5) web servers, and login load balancing as precautions against an event.

In addition to precautionary steps, the entire VISA network has a business continuity and disaster recovery program supported through a dedicated Business Continuity Services Department. Visa has installed system redundancies at all data processing locations and adopted operational procedures aimed at ensuring business continuity. Highlights of these redundancies and procedures include:

- Redundant equipment (such as back-up power and telecommunications equipment) is installed at key facilities.
- Data is backed-up via tape and/or the telecommunications network.
- Formal business recovery plans exist for the major sources of revenue
- Every data center has a predefined back-up facility.
- Telecommunications networks are arranged to allow the back-up facility to recover the services in a timely manner.
- Redundant telecommunications providers are used. The providers have networks capable of rerouting communications automatically to avoid disruptions.

The Business Continuity Services Department is responsible for ensuring that no significant interruptions are visible to customers/members. This is done by use of the redundant infrastructure components, a complete business recovery plan for every critical service, and annual testing of the recovery processes.

Through the annual business impact analysis, priorities are given to the key applications and elements of the Visa processing network. Tier 1 applications are classified as those that represent catastrophic impact to Visa, its customers or to customer confidence and are required to recover within 1 day. The authorization, clearing and settlement categories of production functions are given the highest priority in a recovery situation.

The above is a brief introduction to what is an outstanding business continuity management program. The program includes physical protection and equipment redundancies at the key sites, redundant communication network, pre-defined back-up facilities, the ability to switch customers to the back-up facilities immediately and procedures to allow the back-up data center to recover all major services in a timely fashion without significant impact to customers.

Works

The Works Disaster Recovery Plan (DRP) is maintained by Works' Service Delivery department based on policies and procedures established by the Works Security Board. The Security Board has representation of each of the critical business areas involved with ActivePay. The prioritization of the business processes and which business processes are first to be restored during a disaster are decided during quarterly reviews of the DRP. The DRP itself is kept offsite for safekeeping along with the backup tapes needed for restoration.

Primary components of the DRP include:

- Automatic tape-based full backups are performed on a nightly basis. One full backup tape per week is stored off-site and restore operations are tested periodically. Monthly and yearly full backup tapes are kept, along with other critical software and a copy of the Disaster Recovery Plan, in a

permanent archive bin at the offsite location. Logs are kept of all backups and which tapes are stored offsite.

- A backup electrical power system includes an uninterruptible power supply (UPS) module, batteries, and a turbo-charged diesel generator.
- In the event of a disaster to the production data center at InFlow, the Integration site at our primary offices would be utilized.
- Environmental controls have been installed to protect the data center.
- Full recovery within 1 hour of disaster.

For full documentation of disaster recover planning and testing, a copy of the Works SAS 70 Type II is available.

F) Employee Corporate Cards must be issued to Commonwealth employees without a prior credit approval and without a credit check.

PNC Response: PNC currently supports issuance of corporate cards to Commonwealth employees without prior credit checks or approval. The process used to support card issuance in this manner is detailed below:

- Paper applications are processed on behalf of the Commonwealth.
- PNC receives a signed cardholder usage agreement.
- The applications must reflect the cardholder's name, address, and date of birth.
- PNC performs a review of cardholder information in compliance with the Patriot Act.

Note: If the applicant is a non-US citizen, PNC requires additional levels of identification. The Commonwealth requires that the employee, employee's supervisor, and agency coordinator prior to submission to PNC sign all applications.

- If the cardholder limit exceeds \$10,000, the Office of the Budget, Bureau of Financial Management, must approve the application.
- In some instances, the cardholder will require the card to be mailed to an address other than their billing address. We require the home address for the Patriot Act process. Accommodations can be made to allow cards to be mailed to an address other than the home address.

G) The Offeror must be able to issue cards within 48 hours for emergency requests and within seven to ten business days for standard requests.

PNC Response: PNC currently supports card issuance within the following parameters:

- PNC's standard timeframe for card issuance is five to seven working days from receipt of incremental card requests.
- For emergency card requests, PNC can accommodate immediate issuance and receipt of cards within 48 hours of the original request.
- Emergency requests are supported via an emergency request through TSYS and direct overnight mail delivery.

H) The Offeror's system must be able to

- Support the Commonwealth's current transaction volume and allow for continued growth.

PNC Response: As the current provider of card services, PNC has worked very closely with the Commonwealth to implement, develop, and expand the existing programs to the spend levels currently achieved. PNC and the Commonwealth have accomplished this growth through dedicated resource commitment, continued evaluation of program goals and benchmarks, quarterly review, strategic planning, and the utilization of technology and best practices to expand its card programs and has provided several strategies for accomplishing this goal including:

- Expanded use of the ActivePay technology and related capabilities
- Utilization of Active Card Integration for incorporating card payments within the Commonwealth's AP process.
- Leveraging PNC's Payables Advantage platform for migrating paper based payments to card transactions.
- Direct integration of transactional data within the Commonwealth's SAP application.
- Innovative use of card based transactions to replace a burdensome process for managing hotel orders.
- Continual review of the Commonwealth's program structure, policies and practices for integrating best practices for card usage.

PNC will continue to provide the resources, technology, program expertise and strategic solutions needed to expand the Commonwealth's existing programs.

- Allow for on-line electronic reporting and download capabilities with multiple levels of access.

PNC Response: PNC's technology solutions (VIM and ActivePay) provide robust, web-based reporting capabilities that provide for the following

Visa Information Management

The Commonwealth can benefit through the utilization of VIM, an internet-based reporting platform that enables agency administrators for the Commonwealth's Travel and Agency Card programs to access data on demand in an on-line environment. VIM offers over 100 standard report templates arrayed across six primary categories - spending analysis, program administration, exception reporting, tax reporting, fleet activity and travel management. Access to reports can be defined based upon a user specific basis.

VIM's reporting platform supports a variety of report generation and distribution options. Reports can be created in a variety of formats including Adobe Portable Document Form (PDF), Excel or Tab delimited formats. Reports can be viewed online, directed to a user's inbox, or distributed to a defined recipient's email addresses. Reports can be generated on a one-time basis, scheduled for periodic creation, or generated based upon a desired billing cycle or calendar period. An ad hoc report extract capability exists whereby you can select the data and format you want to download. This ad hoc functionality includes optional data filters to select more exact data if required. Once built, these ad hoc report templates can be re-used. Transactions are updated nightly so the most current data is available for viewing.

ActivePay

The Commonwealth utilizes ActivePay's web interface for cardholder and program management reports in support of the Purchasing Card program. While access privileges to ActivePay are currently defined on an agency administration basis, access privileges may be defined by a variety of roles including cardholders, managers, administrators, accountants etc. Users can enter ActivePay and select "Reporting" on their home page and identify the reports they would like to view. Reports can be viewed online, printed, downloaded as Adobe PDF files, Microsoft Excel files, and downloaded as comma-separated files that can be exported into standard reporting packages. Each report has a customization tool that enables the Commonwealth to define report variables specific to the needs of each agency. Transactions are updated nightly so the most current data is available for viewing. ActivePay maintains transactional data on-line for a 24-month period.

InfoSpan

The Commonwealth also utilizes InfoSpan, a PC-based application for program and transactional reporting. InfoSpan provides monthly updates to total activity on an agency specific basis for both the Purchasing and Agency Card programs.

PNC has and continues to recommend the full-scale deployment of the VIM reporting platform. This functionality will provide all agencies consistent electronic reporting benefits including:

- Up-to-date transactional information.
- Over 100 standard report options.
- Ad hoc reporting capabilities.
- Scheduling capabilities.
- More robust data extract option.

- Allow for on-line Commonwealth based Card Management for Purchasing Cards.

PNC Response: PNC's technology solutions (VIM and ActivePay) provide the Commonwealth with web-enabled platforms for complete program administration and card management functionality. Capabilities include:

- Managing card distribution.
(i.e. new card requests, activation, suspension and termination)
- Request, activate, and suspend cards.
- Modification of card controls, available card credit or spending limitations for specific cards or groups of cards.
- Establish merchant category group restrictions. Allow or prohibit the use of a card in a specified merchant category group.
- Adjusting the organizational or budgetary hierarchy of the Commonwealth.
- Modify credit card spending controls.
- Create Card Profiles to easily manage groups of cards.
- Easily move cardholders from one profile to another.
- Support complex organizational hierarchies.

All changes are effected in a real time environment and documented through a complete audit trail. The Commonwealth is currently utilizing the ActivePay technology for the specific program and card management functionalities described above. With the efficient, self-service nature of the ActivePay application, the only time the Commonwealth is required to call the bank for assistance in the management of the program is to report lost/stolen cards for liability reporting, to expedite the shipment of new cards, or to address issues with the program's overall credit limit. All other activity for the Purchasing Card program, if desired, can be managed online through the ActivePay application.

- Provide electronic invoice and cost allocation files in the format prescribed in Appendix J.

PNC Response: PNC is able to support and is currently providing the invoice and cost allocation files in accordance with the formats prescribed in Appendix J.

- Provide level 3 reporting when available.

PNC Response: All of PNC's data delivery and reporting solutions are Level II and III certified. If a vendor has the ability to capture and provide enhanced data, PNC will provide that data to the Commonwealth for both purchasing and travel card activity. The primary data elements associated with each classification level include:

Level 1

- Transaction Date
- Merchant Name
- Merchant City/Commonwealth
- Card/Account Number
- Total Dollar Amount
- Merchant Category Code
- Vendor Information

Level 2

- Sales Tax
- Customer References ID (CRI)

Level 3- Purchasing

- Freight Amount
- Product Description
- Order #
- Commodity Code
- Unit Cost
- Unit Tax
- Ship to Zip Code
- Quantity Purchased
- Discount Amount
- Destination Zip Code

Level 3 - Travel

- Airline Information
- Travel Legs
- Hotel Folio Data
- Car Rental Data

The availability of Level 2 and Level 3 data is increasing. According to Visa statistics, the number of transactions containing Level 2 data increased by 19% to over 151MM records in 2006. Similarly, the number of records containing level 3 detail increased by 18% to almost 25MM records.

D) The Offeror must be able to transition the Commonwealth to the Offeror's Purchasing Card, Agency Travel Card, and Corporate Card programs within 90 days of contract execution.

PNC Response: If the Commonwealth chooses to maintain its card programs with PNC, none of the complexities and expenses associated with a transition to a new provider will apply. The resources, time commitment and expenses required by the Commonwealth to manage an effective migration to another issuer will be considerable. According to the 2005 Purchasing card Benchmark Survey Report published by RPMG Research Corporation, among large corporations with over 3,000

purchasing cards more than 1/3rd incurred expenses of more than \$500K to switch providers. PNC estimates the aggregate transition costs for programs the size of the Commonwealth's to exceed \$1.5MM dollars and will be based upon the following considerations:

Program Transition Considerations

- Elimination of issuer expertise regarding the Commonwealth's programs and history.
- Re-issuance of more than 10,000 cards to cardholders across 43 agencies and 3 different programs types.
- Ensuring internal program and agency resource commitment to manage an effective migration.
- Shifting of the Commonwealth's focus from program growth to program conversion will result in a lost rebate earnings and delay important expansion strategies.
- Integrating new technology solutions for use by cardholders and agency or program administrators.
- Defining internal communications and related procedures for managing the transition from one issuer to another.
- Defining program hierarchies and replicating set-up within new program technologies.
- Development, testing and integration of transactional and billing data files to the Commonwealth systems within required formats.
- Transition of program to new support and servicing contacts.
- Effective timing of migration to minimize impact of closing old cards and using new ones.
- Program customization needed to support the needs of the Commonwealth.

J) There will be no Commonwealth or employee liability for charges incurred from the date a credit card loss is reported to the Offeror.

PNC Response: PNC does not currently assign liability to either the Commonwealth or cardholders for charges incurred from the date a card is reported lost or stolen.

Lost and stolen cards should be reported to PNC immediately upon notice. PNC cancels all lost or stolen cards in real-time upon notification. The Commonwealth can notify PNC in one of the following ways:

- Cardholders can report lost or stolen cards to our Cardholder Client Services Representative at 1-800-685-4039, 24 hours a day, seven days a week, 365 days a year.
- Cardholders can also contact the Visa Global Cardholder Assistance Center at 1-800-Visa-911 anytime from any location to report a lost or stolen card.

- Agency Coordinators may also contact their dedicated PNC Account Service Representative (Gwen Hunt) or Account Manager (Nicholas Fiorina) toll-free at 1-888-762-6011, Monday through Friday 8:00 AM to 5:30 PM.
- PNC's technology platforms, (VIM and ActivePay) are available 24 hours per day, 7 days a week to cancel or suspend active cards.

K) The Offeror must have prior Commonwealth approval for any communications with Commonwealth employees.

PNC Response: PNC does not communicate with Commonwealth employees or cardholders without prior approval from the Commonwealth. Two examples whereby PNC has requested Commonwealth approval for direct communication are listed below:

- Past Due – A cardholder account within the Travel program accrues a past due balance.
- Compromised Account – PNC becomes aware that a cardholder account may have been compromised.

In both of these instances, PNC has worked through the cardholder's Agency Coordinator to determine the appropriate method of communication. Depending upon the specific circumstances of each case, PNC either contacted the cardholder via phone, or in writing, at their home address.

L) The Offeror shall designate a single point of contact for program administration.

PNC Response: PNC is aligned to provide full relationship and account servicing to the Commonwealth's card programs with our three-tiered servicing structure. Part of that support structure includes a dedicated account manager to support all aspects of the Commonwealth's program. PNC has assigned Nicholas Fiorina to work with the Commonwealth on an on-going basis as a single point of contact for program administration, for managing the Commonwealth's overall card relationship and for enhancing your card programs. Mr. Fiorina can be reached via direct line at 412-768-5900 or toll free at 1-877-824-5001 (option 4).

M) The Offeror must provide a toll free 24-hour customer service number. The toll free number must be present on each card issued.

PNC Response: Customer service can be reached toll free domestically at 1-800-685-4039. PNC's toll free customer service number is present on the back of each card. Representatives that can assist cardholders with inquiries related to account balance, limits, declines, statement mailings, lost/stolen cards, and dispute questions support the customer service number. This coverage is supplemented with access to the Visa Global Cardholder Assistance Center – which can be reached at 1-800-Visa-911 anytime from any location.

N) The Commonwealth requires complete management reporting at no cost. Reporting applications must be accessible to multiple users from multiple locations throughout the Commonwealth reporting system must be through a secure connection. The reporting system must provide Access to reports must be on a real-time basis via web-based software provided by the Offeror. Access to the reporting at different levels (Commonwealth, agency, unit within agency, cardholder, etc.) and should be provided to individual agencies with only agency specific information. Only the Commonwealth program administrator will receive or will have access to aggregate program information.

The reports should contain, at a minimum, the information listed below or an acceptable equivalent and have the capability to be organized and presented as a summary level for the Commonwealthwide and agency reporting levels.

Purchasing Card Reports

- a. List of cardholders by Commonwealth, agency, etc.
- b. Detailed transaction listing by cardholder.
- c. Detailed transaction listing by agency or unit within the agency.
- d. Summary listing of activity by merchant type.
- e. Detailed listing of transaction by merchant type, cardholder.
- f. Monthly listing of all cards reported lost or stolen, including date account was closed.
- g. Listing of all accounts closed during the month and the date of closing.
- h. Listing of all disputed transactions submitted by Commonwealth agencies.
- i. Daily listing of all declined transactions by agency, cardholder.
- j. Listing of all authorized card users by account.

Agency Travel Card Reports

- a. List of cardholders by Commonwealth, agency, etc.
- b. Detailed transaction listing by cardholder.
- c. Detailed transaction listing by agency or unit within the agency.
- d. Summary listing of activity by merchant type.
- e. Detailed listing of transaction by merchant type, cardholder.
- f. Listing of all accounts closed during the month and the date of closing.
- g. Listing of all disputed transactions submitted by Commonwealth agencies.

Corporate Card Reports

- a. List of cardholders sorted alphabetically by last name by Commonwealth, agency, etc.
- b. Detailed transaction listing by cardholder.
- c. Detailed transaction listing by agency or unit within the agency.

- d. Summary listing of activity by merchant type.
- e. Detailed listing of transaction by merchant type, cardholder.
- f. Monthly listing of all cards reported lost or stolen, including date account was closed.
- g. Listing of all accounts closed during the month and the date of closing.
- h. Listing of all disputed transactions submitted by Commonwealth agencies.
- i. Daily listing of all declined transactions by agency, cardholder.
- j. Monthly listing of delinquencies in accordance with Commonwealth policy (See Appendix J).

The Contractor shall provide any reports that are not available via the online reporting system that are reasonably necessary for the Commonwealth to effectively operate and manage the program.

PNC Response:

Purchasing Card Reports:

PNC's ActivePay application provides complete web-based reporting access available on demand in support of the Commonwealth's Purchasing Card program. Agency administrators, cardholders, accountants and others are given roles that dictate what reports are available to them. Users can enter the ActivePay application and select "Reporting" on their home page and select the reports they would like to view. Reports can be viewed online, printed, downloaded as Adobe PDF files, downloaded as comma-separated files that can be exported into standard reporting packages or commonly used applications (like Microsoft Excel) and be saved to media (disk, CDs, other). Reports can be customized to capture all or selected parts of the overall organizational hierarchy.

ActivePay provides secure Internet access through its use of 128-bit Secure Socket Layer encryption. Every user session is encrypted using SSL technology. This eliminates the risk of data being intercepted and compromised during access. Expiration dates and full card account numbers are also masked by the system. Users are assigned access to actual data by their reporting units. A User ID and password are assigned to each user and authenticated during login.

Using the ActivePay reporting customization tool users can set date parameters for reports customized to data needs. Two years of transaction activity is archived and available. Please reference Exhibit 10 for a sampling of reports available through ActivePay. The available reports can be grouped as follows:

ACTIVEPAY PURCHASING DASHBOARD REPORTS

Card Activity

- Lists the annual volume, average transaction size (dollar amount), spend per card, average number of transactions per card, and the number of active and inactive cards in your organization.
Note: A card is considered inactive if it has not been used to make purchases in the last three consecutive months.

Spend by Vendor

- Pie chart showing the top 10 vendors for your organization (regardless of whether the vendor has been mapped to a company supplier) and the amount your organization spent at each vendor.

Spend by Company Supplier

- Pie chart showing the top 10 suppliers for your organization and the amount your organization spent at each supplier. Note that if you have not mapped vendors to suppliers, the Spend by Vendor and Spend by Company Supplier charts will be the same.

Spend by Product Category

- Pie chart showing the top 10 product categories (such as travel/entertainment or office supplies) and the amount your organization spent in each category.
Note: The product category is one or more GL segments that can be specified by the Commonwealth as indicating the commodity or category of an expense.

Spend by Department

- Graph showing the amount each department spent.
Note: The department is one or more GL segments that can be specified by the Commonwealth as indicating the department (and/or division) that incurred the expense.

ACTIVEPAY DETAILED COMPANY REPORTS

The Company Reports are divided into the following four categories:

- Spend Reports - Contains reports on the spend history for your organization including 1099 Supplier Spend, Approved Spend, Company Billing Statement, Company GL Memo Statement, Forced Capture, Group Owner Memo Statement, MCC Audit, Non-preferred Supplier Spend, Payable Allocation, Payable Allocation Detail, Purchase Request History, Socioeconomic Indicators, Spend By MCC Summary, Spend Monitor, Tax Audit, and Travel Spend reports.

- Card Reports - Contains reports on the card history for your organization including Cancelled Card, Card Declines, Card Past Due, Card Request Log, Card Spend History, Card Status, and single transaction limit audit reports.
- Organization Reports - Contains reports on the organizational, card profile, user password, and GL change history for your organization including Org/GL Audit Log and Profile Change Log reports.
- Extended Transaction Details - Contains reports on the transaction details for your organization including Hotel Spend Summary, Hotel Spend Detail, Airline Spend Summary, Airline Spend Detail, Car Rental Spend Summary, Car Rental Spend Detail, General Purchase Spend Summary, General Purchase Spend Detail, Shipping Spend Summary, Shipping Spend Detail, Services Spend Summary, and Services Spend Detail reports.

In addition to the above report templates, the recently added Configurable Reporting capability provides the Commonwealth with a comprehensive ad hoc report writing capability.

Note that the migration of the Commonwealth’s Agency Travel and Corporate Card application to the ActivePay platform will provide a single consolidated reporting platform to manage all of the Commonwealth’s reporting needs.

Agency Travel and Corporate Card Reports

The Commonwealth is currently utilizing the Visa Information Management (VIM) technology platform for web based reporting in support of the Commonwealth’s Travel and Agency Card programs. The VIM platform was co-developed by PNC and Visa through our collaborative partnership. VIM is a fully hosted web based application. All databases, software, and servers are fully hosted and supported by both PNC and Visa.

PNC’s VIM reporting platform supports a variety of report generation and distribution options.

- File format - reports can be created in a variety of formats including Adobe Portable Document Form (PDF), Excel or Tab delimited formats.
- Delivery – can be directed to a user’s VIM inbox or distributed to defined recipient email addresses.
- Frequency – can be generated on a one-time basis or scheduled for periodic creation.
- Reporting Horizon – reports can be created to span a desired billing cycle or calendar period

Currently, there are close to 100 standard reports covering spending analysis, exception notification, travel management, and other administrative views. Spending Analysis Reports provide detailed information about cardholder spending. These reports allow the Commonwealth to analyze spending at suppliers across all industries at either a summary or transaction detail level. The following gives brief descriptions of what is available via PNC's reporting platform.

- *Organization Spending:* The Organization Spending report provides a summary of spending by organization node for the entire hierarchy of a company.
- *Purchasing Supplier Spending:* The Purchasing Supplier Spending reports provide an overview of Purchasing Card spending at suppliers. The Summary report provides information on card spending by MCC for selected MCGs. The Detail report provides information on card spending by supplier for each MCC within selected MCGs.
- *Spending by Merchant Category Group (MCG):* The Spending by MCG reports provide information about cardholder transactions within the MCGs of a specified spending hierarchy. These reports allow you to analyze spending at suppliers across all industries, at either a Summary or Transaction Detail level.
- *Spending by Merchant Category Code (MCC):* The Spending by MCC reports provide information about cardholder transactions within selected MCCs. These reports allow you to analyze spending at suppliers across all industries, at either a Summary or Transaction Detail level.
- *Spending by Supplier:* This report displays transaction volume by supplier and can be used to analyze spending across suppliers so that volume-based discounts can be negotiated. This report can be sorted by net purchase amount or transaction count, which allows you to determine your top suppliers.
- *Spending by Supplier Chain:* This report displays transaction volume by supplier chain. This report can be sorted by net purchase amount or transaction count, which allows you to determine the top supplier chains that you purchase from.
- *Supplier Analysis by Location:* This report provides a summary of transactions by supplier location.

- *Non-preferred Supplier Spending:* This report identifies all purchases involving non-preferred suppliers within an MCC. The report provides information on whether cardholders are adhering to company policy regarding the use of preferred suppliers, so that management can redirect cardholders toward using preferred suppliers if necessary.
- *Quarter/Annual Cardholder Summary:* This report details cardholder spending activity on a quarterly or annual basis. The user can also select to report on either a Fiscal or Calendar basis.
- *Quarter/Annual Company Summary:* This report details organization-spending activity on a quarterly or annual basis. The user can select to report on either a Fiscal or Calendar basis.

Program Administration Reports provide cardholder accounts status and activity information for any level of the organization. These reports enable the Commonwealth to view cardholder usage patterns and analyze card program evolution for both Corporate and Purchasing cards.

- *Cardholder Detail:* The Cardholder Detail report provides transaction information by cardholder for the period you define. This report can be used to identify high-usage cardholders and evaluate their spending patterns.
- *Cardholder Statement:* This report displays Cardholder Billing Statement information for a selected period and allows a reviewed of detailed transactions activities by cardholder.
- *Company Billing:* The Company Billing Summary and Detail reports help to manage billing information or card programs. The Summary report shows a summary view of transactions included in the company Billing Accounts. The Detail report shows a detailed view of transactions included in the company Billing Accounts. These reports help to manage billing information for card programs.
- *Company Statistics:* The Company Statistics report displays Purchasing and/or Corporate Card program performance statistics for the entire company or any level within the organization. This report allows comparison of activity across organization levels and helps to manage card programs and prepare summary reports. Statistics included in the report include Starting and Ending Balance, Credits, Debits, Fees, Period Billed, Year-to-date Billed, Average Purchase Amount, Average Transaction per Account, and the number of Total, Active, New and Closed accounts for the selected calendar date range or billing period.

VIM enables the Commonwealth to define reporting by hierarchy and currently supports seven layers of organizational hierarchy allowing the Commonwealth to define reports by specific needs. The Commonwealth can further support its ad hoc reporting needs by exporting data from VIM for managing specific data needs. Users can define the file format, data attributes, data sequence and data formatting through the Extract interface. Over 300 fields of information are available. Searchable filters can be applied to extract ranges of data. A variety of output formats are available including: CSV, Excel, Tab, Fixed, HTML, XML, IIF, QIF, and SQL.

InfoSpan

Some Commonwealth agencies also utilize InfoSpan, a client/server-based application for program and transactional reporting. While InfoSpan is client/server-based, the transactional and volume updates are provided on a monthly basis as opposed to real-time. To ensure consistent reporting benefits amongst the Commonwealth's agencies, PNC has and continues to recommend the full-scale deployment of VIM for program reporting.

Specialized Reporting Provided to the Commonwealth by PNC

PNC has developed a suite of specialized reports supporting the Purchasing, Agency and Corporate Card programs. These reports include:

- Monthly Cycle Report –Details transactional activity at an agency and program level and is used by the Commonwealth to reconcile Purchasing Card information made available through ActivePay. The Monthly Cycle Report is also provided in support of the Agency Travel and Corporate Card programs. The timeliness of the Monthly Cycle Report is important as it triggers the eventual payment process within the Commonwealth.
- Re-issuance Report – Utilized within the Purchasing and Corporate Card programs, the re-issue report details those card that have been re-issued due to card expiration.
- Unused Card Report – This report details re-issued cards that have not been activated or are not being utilized. This report is used within the Corporate Card program.
- Weekly Past Due Report – Used within the Corporate Card program, this report details accounts that have accrued a past due balance.
- Decline Report – Used within the Purchasing and Corporate card programs and faxed to the Agency Coordinators on a daily basis.
- Compromised Account Report – Provided to the Agency Coordinators of the Purchasing and Corporate Card programs that details any cardholder accounts that have been compromised due to fraud.
- Collection Report – PNC has developed a customized past due / collections report used by the Commonwealth to supplement data available through VIS.

Security

PNC's web based applications (VIM and ActivePay) provide secure Internet access through its use of 128-bit Secure Socket Layer encryption. Every user session is encrypted using SSL technology. This eliminates the risk of data being intercepted and compromised during access. Expiration dates and full card account numbers are also masked by the system. The Commonwealth can define user privileges for both functionality and data access. Users are assigned access to actual data by their reporting units. A User ID and password are assigned to each user and authenticated during login.

IV-4. Tasks.

The following tasks pertain to the Purchasing Card, Agency Travel Card, and Corporate Card, unless specifically stated.

A. Card Limits and Restrictions

1. Cards cannot be used for cash advances. The Offeror must be able to restrict this transaction. Offeror must provide the Commonwealth the ability to restrict this transaction.
2. The Offeror must be able to block card usage by Merchant Category Code (MCC). Offeror must state ability to restrict by MCC.
3. The Offeror must be able to establish card limits as defined by the Commonwealth. Card limits include both a per transaction dollar limit as well as a monthly dollar limit.
4. The Offeror may have other limits, purchase restrictions or other types of restrictions or fraud controls available for use by participating agencies. The Offeror MUST describe these services.
5. The Commonwealth may require that in some instances multiple individuals be authorized to use the same Purchasing Card.

PNC Response: PNC supports a wide range of card controls and restrictions that can be applied to the Commonwealth's Purchasing, Agency Travel and Corporate card programs and on an individual cardholder or agency specific basis. These controls include:

- **Cash Advance Restrictions**

As currently supported by PNC, cards within the Commonwealth's programs can be established to restrict cash advance capabilities at either branches and / or ATM (pin based) access.

- **Merchant Category Code/Standard Industry Classification (MCC/SIC)**
The Commonwealth currently has assigned Merchant Category Code groups to either a particular card account or agency level. These MCC groups are established as either include (approve all) or exclude (decline all). Additionally each MCC group can have separate per transaction and monthly spending limits assigned. The Commonwealth has used this

- **Transactional Limits**
PNC supports the following transactional limits.
 - Daily, weekly, monthly, cycle (credit limit), annual and per transaction dollar spending limits
 - Merchant Category Code restrictions – including up to nine (9) approve or decline MCC groups
 - Daily, weekly, monthly, cycle, and annual velocity (number) transaction limits

- **Additional Card and Fraud Controls Available via ActivePay**
Using ActivePay’s unique Active Card Control™ technology, the Commonwealth is able to dynamically manage the controls for either individual cardholders or agency cards to adjust available funds, daily transaction limits, maximum transaction value limits, merchant category privileges and more. These adjustments can be made real-time via a web interface and can correspond with any internal requirements (contract or budgetary guidelines) of the Commonwealth.

The following are some of the unique features of the ActivePay application that offer the Commonwealth additional program management and spend controls.

ActivePay Functionality

	Features	Benefits
Secure & Flexible Control	Active Card Control™	Direct connection to the credit card network enables the Commonwealth to instantly add available credit to individual cards based on approved requests. Support for \$0 cards and your pre-purchase approval process limits the Commonwealth’s financial exposure while unlocking emergency or exception purchases, higher dollar and mission-critical transactions.
	Active Card Integration™	Enable card payments to the Commonwealth’s vendors as

		easily as you generate a “check run” with no manual entry. Real-time or batch integration between ActivePay and your front-end ERP or other specialty system allows you to maximize card use.
	Flexible Card Permissions	Use Active Card Control technology with traditional credit management to create a wide variety of usage scenarios. Examples include: \$0 supplier cards that are funded per invoice, declining balance cards for project spend, and cards with discretionary credit limits that are allowed one-time variations from ordinary spending policy.
Accounting Support	Hands-Free Reconciliation	ActivePay streamlines reconciliation activity by offering best-guess GL coding options at the time of purchase request or allocating automatically. Management-by-exception policies ensure that compliant transactions flow automatically, reducing manager or accountant review to only unauthorized or incomplete transactions.
	Reconciliation Policy Enforcement	Tie the restoration of available credit to manager or accounting review, in addition to traditional date-based restoration. This provides a simple, but effective and timely enforcement of reconciliation policy.
	ERP/Accounting System Integration	Reconciled transactions can be exported to a file for quick import into your accounting or ERP system, eliminating errors and dramatically reducing cycle-end reconciliation efforts.

- **Post-Purchase Approval**

ActivePay can be configured to mandate all or select transactions be reviewed by the cardholder's manager or designee after the transaction has occurred. This rule can be set at the Commonwealth level, agency level or cardholder level. Post-purchase review ensures that the cardholder's purchases are within policy and minimize opportunity for misuse. The Commonwealth can mandate post purchase review for only certain MCC (Merchant Category Codes) or groups of MCC (i.e. Entertainment, Unusual Businesses). This allows the Commonwealth to offer the maximum flexibility in use for the cardholder while providing the Commonwealth with the control of post purchase review that will minimize card misuse and allow for audit.

The Commonwealth can also utilize the 'permit and notify' feature of the ActivePay application. This feature automatically authorizes a purchase request if made within defined card parameters. And provides notification to designated managers within a defined hierarchical structure.

- **Spend Monitors for Budget Management**

Within ActivePay, spend monitors can be established for the management of budgets for special projects, grants or other budget items. The Commonwealth can assign a card or a group of cards to a spend monitor. The spend monitor can manage available funds on cards based on the money assigned to a specific budget and provides instant e-mail warnings when a budget is reaching certain thresholds of spend (e.g. 80% of budgeted dollars have been spent) so that project managers and/or management can track progress and adjust the budget or project as needed. At any time, those individuals assigned access to view a spend monitor, can review spending at a summary level or by transaction.

- **Declining Balance Card Issuance**

Using the card administration tools available within the ActivePay application, the Commonwealth can issue cards with declining balance functionality. This is ideal for managing set budgets on projects or special expense types (e.g. relocation assistance). The Commonwealth can couple the use of declining balance cards with Spend Monitors to easily manage budgets with little to no card management or oversight required.

- **Multiple Card Users**

PNC currently supports up to 3 authorized users to be assigned to a specific Purchasing Card. The Commonwealth Agency Coordinators communicate authorized personnel information via e-mail to PNC to establish multiple users for specific cards.

B. Customer Support

The Commonwealth will require substantial ongoing customer support from the Offeror. Describe the support system. For each major support issue, cite the number of support personnel, response times, and access hours. Discussion shall include:

1. Toll-free help line for emergency situations, lost cards, stolen cards, and other services the Offeror describes. This service must be available 24 hours, seven days a week.
2. Toll-free assistance line for account inquiries, billing information, and other services the Offeror describes.
3. Other customer support services the Offeror believes are of added value to its program.

PNC Response: PNC provides full relationship and account service to the Commonwealth's card programs with our three-tier account team structure. The primary account management contacts for the Commonwealth and Agency Coordinators for the Procurement, Agency Travel and Corporate Card programs regarding any program support issue include:

Account Manager – Nicholas Fiorina

PNC has assigned a specialized Account Manager (Nicholas Fiorina) to work with the Commonwealth on an on-going basis in managing the Commonwealth's overall card relationship and enhancing your card programs. Mr. Fiorina can be reached via direct line as noted below or toll free at 1-877-824-5001 (option 4).

Nicholas Fiorina
Account Manager
PNC
500 First Avenue
Pittsburgh, PA 15219
Phone: 412-768-5900
Fax: 412-705-0759
Email: Nicholas.fiorina@pnc.com

Account Services Representative – Gwen Hunt

PNC has assigned a dedicated Account Services Representative; Ms. Hunt will be the primary contact for your Agency Coordinators to handle day-to-day administration and maintenance of the program. Ms. Hunt can be reached at 1-877-824-5001 (option 4). PNC also provides back-up support via pager 24 hours per day.

Gwen Hunt
Account Service Representative
PNC
500 First Avenue
Pittsburgh, PA 15219
Phone: 412-803-2594
Fax: 412-705-0759
Email: gwen.hunt@pnc.com

Cardholder Level Support

For toll free support, cardholders may call a client services representative 24 hours a day, 7 days a week, 365 days a year at 1-800-685-4039. This team of dedicated Card Service representatives can assist cardholders with inquiries related to account balance, billing inquiries, transactional limits, declines, statement mailings, lost/stolen cards, and dispute questions.

Cardholders may also choose to use our On-Line Bankcard Center for access to detailed account and statement information.

Visa Global Customer Assistance

Purchasing and Corporate Cardholders can also contact the Visa Global Cardholder Assistance Center at 1-800-Visa-911 anytime from any location to report a lost or stolen card.

Web Based Servicing

PNC's technology platforms, VIM and ActivePay, support the Commonwealth's needs for web based servicing. PNC's applications enable the Commonwealth to manage cards in profiles, or groups of cards, allowing for maximum process efficiency and speed. Within the card administration sections of these applications, agency coordinators can manage the settings on cards real-time allowing for optimum flexibility and control. Agency Coordinators can also manage all of the Commonwealth's card administration needs including cardholder profile update, (such changes may include card expenditure limits, transaction limits, purchase restrictions, cardholder name, cardholder billing address or telephone number) card cancellation, new card requests, card activation, cardholder reporting hierarchy changes (moving from one part of your organization to another) for reporting and accounting, and more. PNC's technology platforms enjoy direct connectivity to the Card processing network so all changes are enacted and affected on a real-time basis.

C. New Card Issuance

The Commonwealth is interested in the procedures for both enrolling new agencies and adding new cardholders for agencies already participating.

1. Enrolling New Entities

Describe the procedure for enrolling Commonwealth agencies in the program, including the required account setup information, cardholder name, master file contents, authorizations, applications, controls in place to ensure only authorized changes are made, and the forms and signatures that are required (samples are encouraged). The Offeror will also specify time frames for providing cards once the agency takes the necessary enrollment steps.

PNC Response:

Purchasing Card:

ActivePay - For the Purchasing Card program, the card administration sections of the ActivePay application enables designated agency coordinators or the Comptroller's Office to enroll new entities within the Commonwealth's program. In addition, all of the card administration for new entity enrollment including establishing entity and cardholder profiles (this may include card expenditure limits, transaction limits, purchase restrictions, cardholder name, cardholder billing address or telephone number) reporting hierarchy can be managed through ActivePay. ActivePay enjoys direct connectivity to the card-processing network so all new entity enrollments are enacted and affected on a real-time basis. Access to this functionality is based upon the user roles and can be customized within the ActivePay application. Individual profiles are assigned and govern access and authority within the prescribed hierarchical structure. Administrative change capabilities can be limited to designated agency coordinators or individuals within the Comptroller's office.

Cards ordered through the ActivePay application are initially delivered to PNC. After review of the Commonwealth's cards, PNC mails the cards to Agency Coordinators via express mail. The entire process review process can be completed within 7 business days.

Electronic File Submission - PNC can also support the enrollment of new entities via a submission of an electronic file. This process requires the Commonwealth to provide PNC the contact listing of the Comptrollers Offices and the name of the agencies, which fall under their responsibility. Once those agencies have been identified PNC would distinguish the account set up for the Commonwealth through the Commonwealth's internal hierarchy. The First Level would be the Company Number, which is a 5-digit number PNC would provide (i.e. 15000). The Second Level would be a number that correlates to the Comptrollers Office i.e. Public Protection and Recreation Comptrollers Office would be 15000 00005. The Third Level would be a number that would identify the specific agency. (i.e. 15000 00005 00038) For example, this hierarchy might explain that the cardholder reports to Public Protection and Recreation and the agency is the Dept of

Conservation and Natural Resources. These steps will ensure that both the Commonwealth and PNC can accurately identify Comptrollers and their agencies. Another important aspect of the account set-up is the G/L number; this will need to be provided by the agency coordinator. The G/L number assists in identifying agencies but it will also ascertain the appropriations of the agencies' budget.

The master file contents that PNC requires include:

- Name Line 1 (the cardholder's name embossed on the card)
- Name Line 2 (this line is for agencies to embossed pertinent information on the card plastic)
- Address 1 (physical location)
- Address 2 (building location, mail-stop, PO Box etc)
- Social Security Number (for card activation)
- G/L Code
- MCC Group
- Monthly Limit
- Single Transaction Limit

The authorizations for cards can only come from the agency coordinator or the Comptroller's Office. Cardholders are not permitted to request new accounts. In order for the PNC account representative to recognize the authorized agency coordinator, the Commonwealth will need to keep an updated list of coordinators that are allowed to order and maintain cards and provide that to the account manager and account services representative. PNC will also keep notations of this on the corporate account of the authorized agency coordinators. The Commonwealth's primary Program Administrator approves changes in Agency Coordinators.

Corporate Card

This entire process for new entity enrollment is based on hardcopy documentation with 3 levels of appropriate signatures. The hardcopy documentation includes:

- Commonwealth Employee Travel Card Enrollment Form. (please reference Exhibit 11)
- Travel Card - Cardholder Agreement (please reference Exhibit 12)

PNC can work with the Commonwealth to support this application process in an electronic environment. To support an electronic application process, PNC and the Commonwealth will need to agree to processes for submission of electronic forms and related approvals. This form would be submitted via a secure encrypted e-mail process.

Cards are available within 5-7 business days from receipt of enrollment applications.

2. Adding New Cardholders

Offeror will explain its procedure for providing new Purchasing Cards (not replacements) to Commonwealth agencies already enrolled in the program, including all required account setup information, master file contents, authorizations, applications, controls in place to ensure only authorized changes are made, the forms and signatures that are required (samples are encouraged), and how the procedure can be accomplished with an “on-line” automated request. The Offeror will also specify time frames for providing the cards.

PNC Response:

Purchasing Card:

For the Purchasing Card program, the card administration sections of the ActivePay application enables designated agency coordinators to manage new card requests and card activation. In addition, all of the Commonwealth’s card administration needs including cardholder profile update, (such changes may include card expenditure limits, transaction limits, purchase restrictions, cardholder name, cardholder billing address or telephone number) card cancellation, cardholder reporting hierarchy changes (moving from one part of your organization to another), can be managed through ActivePay. ActivePay enjoys direct connectivity to the card processing network so all new account changes are enacted and affected on a real-time basis. Access to this functionality is based upon the user roles and can be customized within the ActivePay application. Individual profiles are assigned and govern access and authority within the prescribed hierarchical structure. Administrative change capabilities are generally limited to designated agency coordinators. All new account changes are time and date stamped, along with notation of the individual user authorizing the new account change. All of these actions are available for viewing through standard ActivePay Exception Reporting templates.

Cards ordered through the ActivePay application are initially delivered to PNC. After review of the Commonwealth’s cards, PNC mails the cards to Agency Coordinators via express mail. The entire process review process can be completed within 7 business days.

Corporate Card

For the Commonwealth’s Corporate Card program PNC currently supports issuance of cards to Commonwealth employees without prior credit checks or approval. The process used to support card issuance in this manner is detailed below:

- Paper applications are processed on behalf of the Commonwealth.
- PNC receives a signed cardholder usage agreement.

- The applications must reflect the cardholder's name, address, and date of birth.
- PNC performs a review of cardholder information in compliance with the Patriot Act.
 - Note: If the applicant is a non-US citizen, PNC requires additional levels of identification. The Commonwealth requires that the employee, employee's supervisor, and agency coordinator prior to submission to PNC sign all applications.
- If the cardholder limit exceeds \$10,000, the Office of the Budget, Bureau of Financial Management, must approve the application.
- In some instances, the cardholder may require the card to be mailed to an address other than their billing address. PNC requires the home address for the Patriot Act process. Accommodations can be made to allow cards to be mailed to an address other than the home address.

This entire process for new cardholder enrollment is based on hardcopy documentation with 3 levels of appropriate signatures. The hardcopy documentation includes:

- Commonwealth Employee Travel Card Enrollment Form. (please reference Exhibit 11)
- Travel Card - Cardholder Agreement (please reference Exhibit 12)

Cards are available within 5-7 business days from receipt of enrollment applications.

Electronic Enrollment Capabilities for Corporate Card

PNC can work with the Commonwealth to support the cardholder enrollment process in an electronic environment. To support an electronic application process, PNC and the Commonwealth will need to agree to processes for submission of electronic forms and related approvals. This form would be submitted via a secure encrypted e-mail process.

There may be instances when the Commonwealth would desire immediate issuance and receipt of a card in less than 48 hours. If this is different than the normal processing time, please address this issue.

PNC Response: With regard to timeframes, PNC's standard is five to seven working days from receipt of card requests to card issuance. PNC can accommodate the Commonwealth's special needs for immediate issuance and receipt of new cards in two working days (48 hours).

E. Account Changes

Purchasing and Agency Travel Card. The Commonwealth will routinely request changes in cardholder accounts, such as changes to names, addresses, and card cancellations. Every Offeror must describe its account change process, including:

1. Electronic Options for requesting changes.
2. Authorized individuals who may request changes.
3. Controls in place to ensure only authorized changes are made.
4. Time frames from change request to change enactment.

PNC Response: For the Purchasing Card and Agency Travel Card programs, the card administration sections of the ActivePay application enables designated agency coordinators to manage account changes. ActivePay supports all of the Commonwealth's card administration needs including cardholder profile update, (such changes may include card expenditure limits, transaction limits, purchase restrictions, cardholder name, cardholder billing address or telephone number) card cancellation or cardholder reporting hierarchy changes (moving from one part of your organization to another). ActivePay enjoys direct connectivity to the card processing network so all changes are enacted and affected on a real-time basis. User roles are defined and customized within the ActivePay application. Individual profiles are assigned and govern access and authority within the prescribed hierarchical structure. Administrative change capabilities are generally limited to designated agency coordinators. All changes are time and date stamped, along with notation of the individual user authorizing the change. All of these actions are available for viewing through standard ActivePay Exception Reporting templates. Additionally, changes to cardholder accounts may be requested through the Commonwealth's dedicated Account Manager or Account Service representatives that can assist in affecting changes to the system on your behalf.

Corporate Card The Commonwealth will routinely request changes in cardholder accounts, such as changes to names, addresses, card cancellations, and transfer to another agency. The Offeror must be able to accept these changes via an electronic transmission in the file format defined in **Appendix J**. Describe the proposed process, including:

1. Ability to accept a file in the format prescribed in Appendix J.
2. Controls in place to ensure only authorized changes are made.
3. Time frames from change request to change enactment.
4. Alternate procedures for changing account information.

PNC Response: PNC currently supports the electronic transmission of changes to card profiles in the file format defined in Appendix J. Currently, PNC receives an SAP file from the Commonwealth on a weekly basis. This file contains hierarchy changes and account closings that PNC processes on behalf of the Commonwealth. The file is generated automatically from the Commonwealth's HR system (which is housed in SAP) and contains action items such as employees moving from one

Department to another (hierarchy change), terminations (shut down card), and name and address changes. This electronic file interface ensures the proper controls are in place to authorize and initiate card change requests. The electronic file process also prevents the cardholder and/or Agency Coordinator from having to request the change. PNC allows the Commonwealth to include an Effective Date in the change request to coordinate specific changes based upon timing. For example, if the Commonwealth knows in advance of an employee leaving, the pertinent change information can be date stamped within the file transmitted to PNC. PNC will retain the change information and process in accordance with the Effective Date. PNC also send a weekly confirmation file back to this same HR system to acknowledge the changes we have completed. All change requests are made within 24 hours.

VIM Solution - Requests for card modifications, including changes to names, addresses and card cancellations, can be performed directly by designated Commonwealth Agency Coordinators through the administrative functionality within VIM. VIM enjoys direct connectivity to the card processing network so all changes are enacted and affected on a real-time basis. User roles are defined and customized within the VIM application. Individual profiles are assigned and govern access and authority within the prescribed hierarchical structure. All changes are time and date stamped, along with notation of the individual user authorizing the change. All of these actions are available for viewing through standard VIM Reporting templates. Additionally, changes to cardholder accounts may be requested through the Commonwealth's dedicated Account Manager or Account Service representatives that can assist in affecting changes to the system on your behalf.

For the Corporate Card program PNC can support other methods for changes to cardholder information including:

- Paper-based fax submissions with signature verifications
- E-mail electronic forms with digital signatures
- Generic spreadsheet template auto load

PNC will process all requests made via phone, fax and e-mail methods received before 12 noon EST within 24 hours (1 working day). Requests received after 12 noon EST will be processed within 48 hours (2 working days). As a general rule PNC typically processes all change requests the same day they are received. For emergency requests, PNC can update these requests real-time over the phone with written confirmation required.

F. Lost, Stolen, or Compromised Cards

Participating agencies will immediately notify the successful Offeror of lost, stolen, or compromised purchasing, agency, or Corporate Cards. In its proposal, Offeror will summarize its procedure for lost, stolen, or compromised cards, including:

1. Ways to notify Offeror (letter, toll-free telephone number, FAX number, electronic, etc.).

2. Customer service must be available 24 hours a day, seven days per week for notification.
3. Time frame for card cancellation after notification.
4. Time frame for mailing a replacement card after notification.
5. Average time required to obtain a replacement card.
6. Address how Offeror will handle the replacement of a lost or stolen card in the event the Commonwealth requires an account activation within 24 hours or less.

PNC Response: The following procedures have been established with the Commonwealth for managing lost, stolen or compromised cards:

- *Notification:*
 - The employee or Agency Coordinator reports lost or stolen cards to our Cardholder Client Services Representative at 1-877-824-5001 (option 4).
 - The Commonwealth can also contact the Visa Global Cardholder Assistance Center at 1-800-Visa-911.
 - The Commonwealth Agency Coordinator can also contact their dedicated PNC Account Service Representative and Account Manager toll-free at 1-877-824-5001 (option 4)

- *Availability:*
 - PNC's Cardholder Client Services at 1-800-685-4039 is available 24 hours, 7 days a week and 365 days a year.
 - Visa Global Cardholder Assistance Center is available 24 hours, 7 days a week and 365 days a year.
 - The Commonwealth can contact their dedicated PNC Account Service Representative and Account Manager toll-free at 1-877-824-5001 (option 4) Monday through Friday 8:30 AM to 4:30 PM. Support is also available via pager 24 x7.

- *Timing:* Card cancellations are processed immediately

- *Replacement Card:* A replacement card is mailed within 48 hours and is received by the cardholder within three (3) working days. If quicker card delivery is needed, the Commonwealth can contact their dedicated PNC Account Service Representative and Account Manager. If received by 2 PM EST, Emergency Card replacements can be mailed overnight by the Account Manager and received in 24 hours.

- *24-Hour Activation:* For both Procurement and Travel card programs, the Commonwealth can contact their dedicated PNC Account Service Representative and Account Manager at 1-877-824-5001 (option 4).

In addition the Commonwealth can contact the Visa Global Cardholder Assistance Center. Visa has a stock of PNC emergency Procurement and Travel cards on hand for immediate card replacement and 24 hour delivery.

G. Credit Card Cancellations. State the procedures for canceling a Purchasing or Agency Travel Card. For the Corporate Card, refer to Section E (Account Changes).

PNC Response: PNC's technology platforms (VIM and ActivePay) provide the Commonwealth with web-enabled tools for card cancellations. Cancellation requests are affected in a real time environment and documented through a complete audit trail. The Commonwealth is currently utilizing the ActivePay technology for the specific program and card management functionalities described above in support of the Purchasing Card program. With the efficient, self-service nature of the ActivePay application, the only time the Commonwealth is required to call the bank for assistance in the management of the program is to report lost/stolen cards, to expedite the shipment of new cards, or to address issues with the program's overall credit limit. All other activity for the Purchasing Card program, if desired, can be managed online through the ActivePay application.

For the Procurement and Agency Travel programs, PNC will process all requests using phone, fax and e-mail methods, received before 12 noon EST within 24 hours (1 working day). Requests received after 12 noon EST will be processed within 48 hours (2 working days). As a general rule PNC typically processes all change requests the same day they are received. For emergency requests, PNC can update these requests real-time over the phone with written confirmation required.

Using the electronic generic maintenance file, the Commonwealth's changes would be updated in a nightly batch process so in effect on a next business day basis for both the Procurement and Agency Travel Card programs.

H. Liability for Card Use

A participating agency/Corporate Cardholder will be liable to the successful Offeror for every use of a procurement card issued under this program, provided that:

1. The agency authorized the issuance of a procurement card; and
2. Purchase authorization by the Offeror was done in accordance with established card association rules and regulations.

Where the above conditions are not met, the Commonwealth will not accept any liability for the card use.

The participating agency/Corporate Cardholder MAY accept limited liability for purchases made with a lost or stolen purchasing or Corporate Card. Every Offeror must indicate in its proposal the maximum dollar amount and maximum length of time for which the agency will be held liable for such purchases.

The participating agency/Corporate Cardholder will not accept liability for use of lost or stolen cards after proper notification procedures have been completed.

PNC Response: In the case of the Purchasing and Agency Travel Card programs the Commonwealth incurs the liability and financial responsibility for charges initiated on the cards up until the Commonwealth either reports the card as lost or stolen or otherwise closes the Purchasing Cards. This includes the obligation of payment of outstanding charges from employees. Specifically for lost or stolen cards the Commonwealth will incur the liability for any transactions made prior to reporting the card lost or stolen.

In the case of the Corporate Card program the Commonwealth does not incur any liability or financial responsibility whatsoever for any charges incurred on Corporate Credit Cards. This includes non-payment of outstanding charges from employees. Specifically for lost or stolen cards the Commonwealth will not incur any liability or financial responsibility whatsoever.

The cardholder should make a good faith effort to contact the merchant first to resolve any discrepancies on their account. Most issues can be resolved in this manner. However, if the cardholder is unable to resolve the dispute with the merchant, the next step is to notify PNC Bank. A Billing Inquiry Form is located on the back of the cardholder's statement.

In support of all of the Commonwealth's card programs, PNC and Visa provide Liability Waiver Coverage protection that provides coverage of up to \$100,000 per card for employee misuse. To qualify for the coverage the employee must be terminated. The coverage begins 75 days prior to termination notice and is extended to 14 days after notice if your company notifies PNC Bank to block the account within two business days. PNC Bank and Visa provide this coverage to your company at no additional cost.

PNC and Visa also support a dispute resolution process for any unauthorized transactions. The Commonwealth or cardholder has 60 days after the statement date to send written notification of an alleged error. The dispute process can take up to 30 days to resolve. In case of fraudulent transactions the Visa merchant accepts the liability for any non-card present transactions. The Visa merchant also accepts the liability if they processed the transaction outside of Visa acceptance rules and procedures.

I. Card Format

The Commonwealth desires a distinctive card for each of its programs. The Offeror should be prepared to design, in conjunction with the Commonwealth, a card format that must include at minimum the following:

1. Name COMMONWEALTH.
2. Seal of the COMMONWEALTH.
3. Phrase FOR OFFICIAL USE ONLY.
4. Commonwealth tax-exempt number.
5. Card design and color.
6. Protective card covers.
7. Other items as negotiated between the Commonwealth and the Offeror.
8. Employee name or Agency name for Purchasing and Agency Travel Card only.
9. Toll free 24-hour customer service number.

The Commonwealth maintains final approval of the card design.

The Commonwealth also desires the ability to order Purchasing Cards with no distinctive governmental affiliation for those cardholders who should not readily be identified as a Commonwealth employee. Also, the Offeror should cite any other design features it believes would assist with card acceptance or the prevention of misuse. Samples/sketches are required.

PNC Response: PNC has the ability to design a separate and distinct plastic for both the Purchasing and Corporate card programs of the Commonwealth. The Commonwealth can choose to place specific information on the face of the PNC standard plastic, as required in this RFP. Another alternative to using our standard plastic is to customize a card that meets your needs and requirements PNC currently provides this customization to the Commonwealth for its Purchasing and Corporate Card programs. The Commonwealth can choose to take advantage of our flexible design format, including the choice to use up to 11 colors on the card plastic. In addition to the card design and digitized logos, PNC provides two-line embossing for additional card personalization. User-defined emboss line 1 and 2 both have 25 characters available. PNC Card Services will facilitate the Commonwealth customization request through TSYs. TSYs then makes contact with PNC's preferred providers to establish a best vendor fit for the requirements of the Commonwealth plastic.

Our card vendors are all Visa-certified and meet or exceed standards for Card Verification Value (CVV), CVV2 capability on the preprinted signature panel, and hologram on the face of the card. In addition, all cards are created with a poly/vinyl core body with magnetic stripes that meet or exceed industry tolerances.

PNC currently meets the Commonwealth's requirement for a specific set of card plastics bearing no affiliation to the Commonwealth. This group of specified cardholders are to be implemented under a unique identifier, so that the correct plastic can be created and mailed. The Commonwealth designates this type of set-up request during the card ordering process.

Attached as Exhibit 13 are samples of the cards currently utilized within the Commonwealth's programs.

K. Implementation Plan

The Offeror will work with designated Commonwealth personnel during the implementation of the contract and must be capable of making an orderly transition of services to coincide with the expiration of the current contract, but no later than 90 days from contract execution, without any interruption of services to the Commonwealth.

The Offeror must provide a detailed implementation plan for accomplishing all of the work proposed in this RFP. If a "phased-in" conversion is proposed, the start of the phase-in must be coordinated with the Commonwealth. This should include the Offeror's approach to testing, meeting the required time lines for implementation, transitioning issues, and solutions for transitioning from the current contractor.

Describe in detail each step of the implementation process, from initial contact to full functionality. Two separate implementation processes should be described if the implementation process used for new agencies differs from the one used by agencies transitioning from existing programs. Suggested steps may include but are not limited to:

- Analysis of interface/programming requirements
- Testing and verification
- Documentation
- Training
- Card Issuance
- Implementation

PNC Response: If the Commonwealth chooses to maintain its card programs with PNC, none of the complexities and expenses associated with a transition to a new provider will apply. The resources, time commitment and expenses required by the Commonwealth to manage an effective migration to another issuer will be considerable. According to the 2005 Purchasing card Benchmark Survey Report published by RPMG Research Corporation, among large corporations with over 3,000 purchasing cards more than 1/3rd incurred expenses of more than \$500K to switch providers. PNC estimates the transition costs for programs the size of the Commonwealth's to exceed \$1.5MM dollars and will be based upon the following considerations:

Program Transition Considerations

- Elimination of issuer expertise regarding the Commonwealth's programs and history.
- Re-issuance of more than 10,000 cards to cardholders across 43 agencies and 3 different programs types.
- Ensuring internal program and agency resource commitment to manage an effective migration.
- Shifting of the Commonwealth's focus from program growth to program conversion will result in a lost rebate earnings and delay important expansion strategies.
- Integrating new technology solutions for use by cardholders and agency or program administrators.
- Defining internal communications and related procedures for managing the transition from one issuer to another.
- Defining program hierarchies and replicating set-up within new program technologies.
- Development, testing and integration of transactional and billing data files to the Commonwealth systems within required formats.
- Transition of program to new support and servicing contacts.
- Effective timing of migration to minimize impact of closing old cards and using new ones.
- Program customization needed to support the needs of the Commonwealth.

As the current provider of the Commonwealth's programs a detailed implementation process and related planning will not be required. PNC has included for the Commonwealth's review a more detailed review of the transition considerations that will result in the estimated transition expenses.

Program Transition Considerations

- General Considerations
 - Identify current program structures across participating agencies
 - Identify potential obstacles in the conversion and/or adoption of the new card program
 - Identify potential team members and resource requirements for the migration process and on-going support of the program
 - Determine timing for transition of accounts
 - Communicate goals and time frames of the program conversion to Sr. and Exec sponsors
 - The Commonwealth may need to review polices about the card programs

- Program Design
 - Determine strategy for converting accounts to new program:
 - Cardholder conversion
 - Agency conversion
 - Discussion of Roles and Responsibilities for the Commonwealth and Agency Coordinators
 - Discussion of program maintenance and administration
 - Determine billing cycle
 - Determine payment method
 - Completion of required implementation forms as needed
 - Discussion of hierarchy structure and completion of the hierarchy document (if applicable) for new technologies
 - Policies and Procedures - Possible updates and changes to policies and procedures that are in place for current program
 - Complete new employee usage agreement form for all participating cardholders/ necessary changes to this form
 - Determine internal communication strategy to agencies and cardholders for new program usage
 - Validate Program Design
 - Identity time frames for completing the conversion process
 - Creation of User Guides for cardholders
 - Review program structure and design:
 - Pilot Group : Set up Corporate Account on TSYS
 - Pilot Group : Set up Corporate Account on TSYS
 - Pilot Group : Create hierarchy
 - Pilot Group : Validation of TSYS Configuration
 - Pilot Group : Corporate Account set up QA
 - Remaining accounts : Set up Corporate Account on TSYS
 - Remaining accounts : Create hierarchy
 - Remaining accounts : Validation of TSYS Configuration
 - Remaining accounts : Corporate Account set up QA
 - Individual Account Design
 - Determine what card plastic design will be used
 - Cardholder reporting options (cardholder statements)
 - Review types of authorized purchases
 - Review strategy for cardholder limits; Single transaction limits, daily amount limits, number of transactions, and cycle limits
 - Review strategy for transaction limits and velocities
 - Review Merchant Category Code(MCC) inclusion/exclusion
 - Submit custom Merchant Category Code Groups
 - Identify the need for ghost accounts
 - Validate individual account design
 - Pilot Group : Process cards from applications into TSYS for card creation

- Process remaining cards from applications into TSYs for card creation
- Communication of card delivery to cardholders
- Reissue cards (Lost/stolen and expired cards)
- Communication of policies and procedures
- Communication of card delivery for reissue cards /lost stolen reissue cards
- Pilot group - distribute cards to users
- Daily transaction file implementation
- Review daily transaction file layout
- MIS work set
 - Perform file format testing
 - Review transmission and encryption options
 - Determine transmission and encryption method
 - IT/Transmission work set
 - Perform transmission testing
 - Commonwealth approval and signoff of MIS work set
- Turnover to Production
 - Reporting system design
 - Review reporting requirements
 - Review demo of technology platforms
 - Determine user profiles
- Create training materials
 - Pilot Group - Schedule training
 - Remaining Users - Schedule training
 - Create and distribute User Ids and Passwords
 - Conduct training
- Finalizing Conversion Process
 - Discussion on status of the implementation including outstanding items
 - Pilot Group - Conduct training to Agency Coordinators
 - Create custom reports as needed
 - Socioeconomic Reporting Review
 - Payment review
 - Closing accounts with current provider
- Reviewing Program Conversion
 - Transition to Account Services Team
 - Evaluate results and performance quantitatively and qualitatively
 - Audit Compliance with Policies and Procedures

L. Billing System

Purchasing Card

The Commonwealth desires a Purchasing Card billing system with sufficient flexibility to accommodate numerous participating agencies with varying needs. Every Offeror must describe its basic system for billing customers, examples and

samples are encouraged. Also, the Offeror should discuss the adaptability of its system to agency requests for changes, such as additional data elements, characters, or control numbers. At a minimum, every Offeror should explain:

1. Billing Statement format and displayed information.
2. How billing statements will be distributed to customers, including electronic options.
3. Who will receive billing statements and available options to add other recipients.
4. Billing cycles and available options (i.e., multiple cycles).
5. Length of time from close of a billing cycle to statement.
6. Software/technology available for transaction review.
7. Ability to limit viewing of information on an agency by agency basis (scoped viewing).

PNC Response: The Commonwealth currently utilizes the ActivePay reporting platform to extract a billing file on a monthly basis. PNC also supports the generation of a statement bill file for the Agency Travel card program. As part of the specialized reporting provided to the Commonwealth, PNC generates a Monthly Cycle Report that details transactional activity at an agency and program level and is used by the Commonwealth to reconcile with the information made available through ActivePay. This report is utilized within the Purchasing Card program.

PNC is also providing hard-copy statements to cardholders to support the month end reconciliation process. PNC provides the following information in support of the Commonwealth's billing considerations:

- *Statement Format:* Please reference Exhibit 14 for a sample of the cardholder memo statement.
- *Statement Distribution:* PNC supports statement delivery at the cardholder, agency, or program levels. PNC's has various methods to distribute billing statements to the Commonwealth including:
 - Web based statement delivery through ActivePay at either an Agency or program specific basis.
 - Hard copy via US Mail to the Commonwealth Agencies or cardholders.

The Commonwealth can utilize the program management functionality of ActivePay to add recipients for billing statements

- *Billing Cycles and Options:* The Commonwealth has chosen the 15th of every monthly as the end of its billing cycle for the Purchasing Card program. PNC's standard billing cycle period is 30 calendar days. PNC also supports shorter (flexible) billing cycles of either weekly or biweekly. Selecting a particular day of the week controls these cycles.

PNC does have the flexibility to provide electronic billing files on a daily basis that can be interfaced directly into SAP or existing legacy

systems such as ICS. This would give the Commonwealth the flexibility cut-off based on its own internal needs.

- *Billing and Statement Timing:* The ActivePay solution delivers transactional information to the Commonwealth and it’s cardholders within 24 hours of posting. The month-end statements are also available the next working day after the cycle cut-off.
- *Technology Solutions and Scoped Viewing:* PNC’s ActivePay application provides complete reporting access available on demand in support of the Commonwealth’s billing requirements. Cardholders, administrators, accountants and others are given roles that dictate what reports are available to them. Users can enter the ActivePay application and select “Reporting” on their home page and select the reports they would like to view.

Offeror shall describe the reallocation software that will be made available to the Commonwealth. Reallocation will allow the default account coding to be changed before the transaction is finalized and processed into the Commonwealth’s accounting system at the end of the billing cycle. The description should include the name of the reallocation software, a thorough explanation of the application’s functionality, and what equipment is required to run the application.

- Describe the number of account fields available for reallocation and any limitations on field length, etc.
- Describe what edits are available for the account fields.
- Describe the ability to split transactions between different accounts. Identify the maximum number of splits that are possible and the capability for providing a description field to add details for each split.
- Identify the availability of a field for transaction notes such as justifications, account corrections, etc.
- Describe the ability to provide reallocation access to individuals at different hierarchy levels and any restrictions as to the number of individuals with access.
- Identify whether cardholders can be set up with “read only” access.

PNC Response: The ActivePay technology provided by PNC and currently utilized by the Commonwealth to manage its Purchasing Card program provides web based allocation capabilities for robust accounting support. A summary of these capabilities includes:

	Features	Benefits
Accounting Support	Hands-Free Reconciliation	ActivePay streamlines reconciliation activity via allocation rules established by the Commonwealth based upon specific coding requirements. Management-

		by-exception policies ensure that compliant transactions flow automatically, reducing manager or accountant review to only unauthorized or incomplete transactions.
	Reconciliation Policy Enforcement	Tie the restoration of available credit to manager or accounting review, in addition to traditional date-based restoration. This provides a simple, but effective and timely enforcement of reconciliation policy.
	ERP/Accounting System Integration	Reconciled transactions can be exported to a file for quick import into your accounting or ERP system, eliminating errors and dramatically reducing cycle-end reconciliation efforts.

Allocation Data Fields and Access

ActivePay supports up to 10 general ledger segments within the allocation process. The Commonwealth can set minimum/maximum length rules up to 64 characters for each segment and pre-load unlimited values. ActivePay supports full GL defaulting and PNC has worked with the Commonwealth to develop strategies to fit the Commonwealth’s current needs.

The automated coding can be driven at 11 different levels, including by card number, user, hierarchy/department, expense category, supplier, MCC, and overall segment defaults. GL defaults can even be set at the pre-purchase request level, allowing cardholders to specifically state the GL allocations meant for specific transactions.

After automated coding, which occurs when transactions are loaded into ActivePay, access can be given to users to modify GL codes at up to 4 “touch points”: cardholder, manager, accountant close, and accountant batch. Each user can have their role access controlled to allow free-form modification of accounting codes or restrict them to the “GL Assistant” which is a list of populated GL values and descriptions. This list can display all available codes or be restricted to only show valid accounting code combinations and values appropriate to that cardholder.

User roles for the allocation functionality are defined and customized within the ActivePay application. Individual profiles are assigned and govern access and authority within the prescribed hierarchical structure. Allocation capabilities are specified based upon the Commonwealth’s requirements. Access can also be limited to ‘view only’ capabilities.

Split Allocation Capabilities

ActivePay also supports the ability to split allocate transactions to multiple GL codes within an organization. The split allocation functionality can be accomplished based upon a defined dollar amount or a percentage of the overall transaction. The Commonwealth can restrict split allocation functionality to defined users and may utilize this function with an unlimited number of split allocations.

Notifications

ActivePay supports the ability to provide notation capabilities enabling users to add comments related to the justification or allocation of an individual transaction.

Agency Travel Card

The Offeror must be able to produce a billing statement in the file format provided in **Appendix J**.

PNC Response: PNC is currently providing a billing file in support of the Agency Travel Card program in compliance with the file format provided in Appendix J.

Corporate Card

The Commonwealth Corporate Card program will be a personal liability program. The Commonwealth will not be liable for any charges applied to Corporate Card accounts.

Every Offeror must describe its basic system for billing customers; examples and samples are required. Also, every Offeror shall discuss the adaptability of its system to agency requests for changes, such as additional data elements, characters, or control numbers. At a minimum, every Offeror should explain:

- Billing statement format and displayed information.
- How billing statements will be distributed to cardholders.
- Billing cycles and available options (i.e., multiple cycles).
- Length of time from close of a billing cycle to statement.
- Who will receive billing statements and available option to add other recipients.
- Offeror should provide a schedule of any finance, interest, and/or late charges that are applicable to Corporate Cards.

PNC Response: PNC is currently supporting the Commonwealth's Corporate Card program within an individual liability structure. As such, the Commonwealth is not liable for any charges applied to the Corporate Cards.

- *Billing Statement Distribution and Formats:* PNC supports a variety of billing options for the Commonwealth's Corporate Card program including distribution of monthly paper based cardholder statements, web based access to statements via PNC's On-Line Bank Card Center, and a monthly cycle report to the Commonwealth. Attached as Exhibit

14 of the RFP response is a sample of the monthly cardholder statement.

- *Billing Cycles, Options and Statement Timing:* The Commonwealth has chosen the 15th of each month as the end of its billing cycle. PNC's standard billing cycle period is 30 calendar days with 25 calendar day payment terms.

PNC does have the flexibility to provide electronic billing files on a daily basis that can be interfaced directly into SAP or existing legacy systems such as ICS. This would give the Commonwealth the flexibility cut-off based on its own internal needs.

Hard copy corporate and individual statements are generated and mailed from TSYS Operations in Columbus, GA within three working days from the cycle date. Hard copy statements are sent via First Class Mail that results in additional mail delivery time being a factor. The hardcopy Corporate Card statements are mailed directly to the employee designated in the card account mailing address on the account master file. This is typically the actual cardholder employee that the card has been issued to.

Electronic delivery alternatives of both corporate and cardholder statements are available including Internet, file transmission, e-mail, and fax (corporate only) are available on a next working day basis after the cycle cut-off.

- *Late Charges:* Late charges are currently assessed to individual cardholders for past due balances. The late charges are assessed as follows:
 - \$15 at 31 days past payment due date
 - 2% of outstanding balance at 61 days past payment due date

M. Payments

Purchasing Card

The Commonwealth will be responsible for authorized card purchases made by its authorized cardholders. The Commonwealth and the successful Offeror will establish mutually acceptable definitions of "authorized" purchases and cardholders.

The Commonwealth is responsible for the payment of the Purchasing Card invoice. The Offeror shall indicate ability and method to provide the following:

- One monthly invoice for all charges and credits transacted in the statement period in the format prescribed by **Appendix J**.
- Detailed electronic report of all transactions to support the summary invoice in the format prescribed by **Appendix J**
- Cost allocation file to support the summary invoice in the format prescribed by **Appendix J**.

The billing date will be agreed upon between the Commonwealth and selected Offeror. Upon receipt of the summary level invoice, supporting transaction detail report, and supporting cost allocation file, the selected Offeror will be paid within the period agreed upon between the Commonwealth and selected Offeror.

PNC Response: PNC has established the Commonwealth's Purchasing Card program within a corporate billing, payment and liability structure. As such, the Commonwealth is contractually liable for all transactions initiated on a card until or unless a card is reported lost / stolen.

Authorized cardholders are defined as one or more employees of the Commonwealth and whose name or agency is imprinted on the Purchasing Card being utilized. Authorized purchases are defined as any transactions initiated by an authorized cardholder.

PNC currently supports the billing interfaces required by the Commonwealth and in the formats detailed in Appendix J. For the Purchasing Card program, PNC and the Commonwealth have agreed to establish a 30-day billing cycle with 7 calendar day payment terms. The Purchasing Card program currently has a cycle date of the 15th of each month and each Agency is supported through that billing cycle.

Agency Travel Card

The Commonwealth will be responsible for authorized card purchases made by its authorized cardholders. The Commonwealth and the successful Offeror will establish mutually acceptable definitions of "authorized" purchases and cardholders.

The Commonwealth is responsible for the payment of the Agency Travel Card invoice. On a monthly basis, the Commonwealth is to receive a file in the format prescribed in **Appendix J**. The billing date will be agreed upon between the Commonwealth and selected Offeror. The payment terms will be agreed upon between the Commonwealth and selected Offeror.

PNC Response: PNC has established the Commonwealth's Agency Travel Card program within a corporate billing, payment and liability structure. As such, the Commonwealth is contractually liable for all transactions initiated on a card until or unless a card is reported lost / stolen.

Authorized cardholders are defined as one or more employees of the Commonwealth and whose name or agency is imprinted on the Agency Travel Card being utilized. Authorized purchases are defined as any transactions initiated by an authorized cardholder.

PNC currently supports the billing interfaces required by the Commonwealth and in the formats detailed in Appendix J. For the Agency Travel Card program, PNC and the Commonwealth have agreed to establish a 30-day billing cycle with 7 calendar day payment terms. The Agency Travel card program currently has a cycle date of the 10th of each month.

Corporate Card

The Commonwealth will not be responsible for payment to the successful Offeror for any charges incurred by an employee on their Corporate Card. In its proposal, every Offeror must present its payment requirements for Corporate Cards, including such items as:

- Days from statement mailing until payment must be received (define mailed and received).
- What forms of payment are acceptable (check, electronic funds transfer, etc.) and any restrictions.
- What methods of payment are available, i.e. pay by phone, on-line payment, etc.
- Methodology for determining delinquency status and process for addressing delinquent accounts.

PNC Response: PNC has established the Commonwealth's Corporate Card program as a cardholder billing, payment and liability structure. As such, the Commonwealth is not responsible for payment or contractually liable transactions initiated on a card. The program billing and payment parameters for the Corporate Card program are as follows:

- *Statement Mailing and Payment Receipt* - The payment due date for the Commonwealth's Corporate Cards is that date which is 25 days after the monthly cycle statement date. The statement cycle date is the 10th of each month as determined by the Commonwealth. A five (5) day grace period is also provided for payment posting. Statements are mailed directly from our processor, TSYS, to cardholders no later than three business days after the monthly cycle date.
- *Forms of Payment* – Payments within the corporate card program can be remitted in one of two ways:
 1. Individual cardholders may make payment to PNC through sending a paper check to a PNC PO Box (Lockbox) for posting. This process is clearly outlined on the individual cardholder statements.
 2. As requested by the Commonwealth, PNC sends an electronic transaction file to the Commonwealth that includes cardholder name,

personnel number, and account transactions by date, source, and amount. This file is used reconcile and audit submitted employee expense reports. The Commonwealth can make payments for reimbursable employee travel card expenses directly to PNC through use of a standard ACH Credit transaction in NACHA format. These ACH Credits must contain the employees' card numbers in the remittance to ensure proper electronic posting to the employee's card account by PNC.

- *Methods of Payment* - PNC currently supports both paper based and electronic payment methods cardholders within the Corporate Card program.
 1. Quick Remit - The Quick Remit process is a Pay-By-Phone application that is currently utilized by the Commonwealth's Cardholders. Cardholders can access the Quick Remit payment option through the VRU supported by PNC (1-800-685-4039 - option 5) The Quick Remit capability is available 24 x 7 and enables cardholders to schedule an ACH on demand. When a customer initiates a payment request, they will receive a letter in the mail confirming the payment request. A payment must be received by 5 p.m. EST in order to be processed same day with funds availability next business day. Cardholders will receive a payment confirmation number. In addition, a letter is mailed to the customer confirming the payment request. Quick Remit does not support recurring payments.
 2. On-line Bill Payment: Available in the 2nd Qtr 2007, on-line bill payment functionality will allow cardholders to make payments on-line.
 3. Check Based Payments - Individual cardholders may make payment to PNC through sending a paper check to a PNC PO Box (Lockbox) for posting. This process is clearly outlined on the individual cardholder statements
- *Delinquencies* - Employee corporate card usage will be restricted for employees that have not paid the entire outstanding balance on their cards, and have fallen 61 days delinquent from the original statement payment due date on the TSYS system (Three statement periods delinquent).

N. Disputed Items

Every Offeror should explain in its proposal a process for handling disputed items, including:

1. Instructions for a cardholder who wants to dispute an item on his or her statement.
2. Provisions for notating the pending dispute on a cardholder's account.

3. Provisions for correcting a cardholder's account if dispute is settled in cardholder's favor.
4. Commonwealth the timeframe for crediting the disputed item to the cardholder's account.

PNC Response: PNC supports a process for managing disputed items within the following parameters.

- *Dispute Instructions:* Cardholders within the Purchasing and Corporate Card programs should make a good faith effort to contact the merchant first to resolve any discrepancies on their account. Most issues can be resolved in this manner. However, if the cardholder is unable to resolve the dispute with the merchant, the next step is to notify PNC. A Billing Inquiry Form is located on the back of the cardholder's statement. The cardholder must submit the Billing Inquiry Form to PNC along with any pertinent documentation to support their claim to the following address:

PNC
PO Box 535239
Pittsburgh, PA 15253-5239
Fax: (412) 762-9157

The cardholder has 60 days after the statement reflecting the error was mailed or delivered to send written notification of an alleged error. The dispute process can take up to 30 days to resolve. A cardholder client services representative is available 24 hours a day, 7 days a week at 1-800-685-4039 to answer any questions regarding the status of a dispute.

- *Notification Provisions:* For the Purchasing Card program, the Commonwealth of PA submits payment for all disputed items and if the dispute is settled in the cardholder's favor a credit will appear on their next statement. Dispute information is not disclosed on the cardholder statement, however, the Agency Coordinator receives all dispute correspondence between PNC and the cardholder. Once the dispute is resolved, the Agency Coordinator is notified of the outcome.

For the Corporate card program, PNC has the capability to place items in dispute status until the item is resolved. A message would appear on the cardholder's statement indicating that payment would not be required for the disputed amount. The cardholder is not required to submit payment for the transaction unless the dispute was settled in the merchant's favor. Once a dispute is resolved it moves from the dispute status into either a permanent credit or debit to the cardholder's account.

- *Account Adjustments:* For disputes settled in favor of the cardholder, a permanent credit is processed to the cardholder's account and the merchant is recharged for the transaction. A letter is mailed to both the cardholder and Agency Coordinator indicating the outcome of the dispute. In the case of Purchasing Card the credit is reflected both on the individual cardholder memo statement as well as the corporate invoice. In the case of the Corporate card, the credit is reflected on the individual statement.
- *Dispute Timeframes:* The cardholder has 60 days after the statement reflecting the error was mailed or delivered to send written notification of an alleged error. The dispute process can take up to 30 days to resolve. A cardholder client services representative is available 24 hours a day, 7 days a week at 1-800-685-4039 to answer any questions regarding the status of a dispute. For the Purchasing Card program the disputed transaction remains on the cardholder account and a letter is mailed to both the cardholder and Agency Coordinator indicating the outcome of the dispute. For the Corporate card program, PNC has the capability to place items in dispute status until the item is resolved. A message would appear on the cardholder's statement indicating that payment would not be required for the disputed amount.

O. Information Technology

The current file transmissions to SAP are in fixed length flat file format. In accordance with Commonwealth Standards, any changes to existing file formats or new files must be in XML. State the ability to transmit in an XML format and the willingness to modify file formats provided in **Appendix J**.

PNC Response: As the current provider of the Commonwealth's card programs, PNC provides file transmissions in a fixed length file formats in accordance with the standards of the Commonwealth and reflected in Appendix J. PNC has the ability to modify the transmission file based upon the specific (or changing) needs of the Commonwealth and support file formats in XML.

P. Additional No Cost Features. Describe any additional features, if any, that may be offered to the Commonwealth. Describe what travel, accident, and baggage insurance coverage, if any, the Offeror's travel card program provides Commonwealth employees. Specify any additional features available with the Offeror's credit card such as travelers' checks, emergency check cashing privileges, etc.

PNC Response: PNC offers the following additional program features to the Commonwealth at no cost.

General Features Applicable to Purchasing, Agency Travel and Corporate Card Programs

- *Visa Liability Waiver Program* – Provides the Commonwealth with liability protection for misuse of the card by the authorized cardholder /employees. The program is an insurance policy to protect against employee misuse relieves the Commonwealth of up to \$100,000 per card. To qualify for the coverage the employee must be terminated. The coverage begins 75 days prior to termination notice and is extended to 14 days after notice if your company notifies PNC to block the account within two business days of notification. PNC and Visa provide this coverage to the Commonwealth at no additional cost.

- *Fraud Protection* – As an added control and protection feature for the Commonwealth’s card programs, PNC provides proactive fraud monitoring through the analysis of suspect spending patterns. PNC utilizes an intelligent neural network that risk rates the probability of fraudulent transactions based on a card’s past spending history and PNC determined fraud criteria queues. A Fair Isaac (FICO) empirical score is used to determine the risk rating. In the cases of suspect card activity, PNC proactively contacts both your company administrator(s) and or employees to verify transactions. Cards are blocked immediately upon confirmation of fraudulent activity. Following are samples of some of the criteria queues, PNC currently monitors.
 - Attempted charges on closed accounts
 - Attempted purchases on lost or stolen accounts
 - Large dollar purchases after an automated fuel dispenser authorization
 - Five transactions within a 3 hour period
 - Ten transactions within a 6 hour period
 - Purchases attempted out of the U.S.
 - Large \$ purchases or cash advance after a gas authorization
 - Five transactions from the same merchant
 - Two fuels followed by a non-fuel purchase
 - Three cash advances or ATM transactions in an 8 hour period
 - Authorizations of \$5,000.00 or greater

- *Insurance Benefits*
 - Travel Accident Insurance
Cardholders of the Commonwealth are eligible for automatic Common Carrier Accidental Death and Dismemberment Coverage up to the Principal Sum of \$200,000 every time our card is used to purchase travel tickets. Our Executive Account gives cardholders of the Commonwealth eligibility for automatic Common Carrier Accidental Death and Dismemberment Coverage up to the Principal Sum of \$1,000,000 every time our card is used to purchase travel tickets. Cardholders and dependents become covered automatically when the

entire travel fare is charged to an eligible card account. It is not necessary to notify the Financial Institution, the Insurance Company or the Plan Administrator when the tickets are purchased. Coverage ends when the policy is terminated.

- Lost Luggage Insurance
When Common Carrier tickets are purchased by cardholders of the Commonwealth, account holders are eligible to receive reimbursement for checked or carry-on luggage and its contents for the difference between the "value of the amount claimed" and the common carrier's payment, up to \$3,000 (\$5,000 for Executive Card), provided the luggage was lost due to theft or misdirection by the carrier. The "value of the amount claimed" is based on the lesser of the actual purchase price of the item(s), the actual cash value of the item(s) at the time of loss with deduction for depreciation or the cost to replace the item(s). The eligible person must take all reasonable means to protect, save and/or recover any carry on property at all times.

- Auto Collision Rental Loss or Damage Insurance
Cardholders are provided with primary, worldwide coverage on most rental cars for up to the actual cash value of damages due to collision or theft for rental periods that neither exceed nor are intended to exceed 31 consecutive days. Certain restrictions, limitations, and exclusions may apply. To obtain this coverage your cardholders must charge the entire rental transaction to the Commonwealth's Travel Card and decline the car rental company's collision damage waiver option or similar provision. Most types of rental cars are covered and this coverage is valid in both the US and in most areas outside of the US.

- 'Door to Door' Insurance
PNC can support 'door to door' insurance coverage for cardholders within the Commonwealth's card programs. The structure of the coverage is dependant upon specific requirements of the Commonwealth including number of cards to be covered, frequency of travel and the requested coverage amounts / limits. Door to door insurance coverage can be provided at no additional cost or impact to the financial offering included within the RFP response.

- Emergency Travel Assistance
PNC's program support a variety of emergency travel assistance including:
 - Emergency Message Service - can record emergency messages for travelers, immediate family members, or business associates;

- ▶ Medical and Referral Assistance - provides medical referral, monitoring and follow-up. The VISA Assistance Center can provide names of English-speaking local doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor a patient's condition, keep in contact with family members, can provide continuing liaison; and help arrange medical payments from the cardholder's VISA account;
 - ▶ Legal Referral Assistance - can arrange contact with English-speaking attorneys and with U.S. embassies or consulates if local authorities detain a cardholder, has a car accident, or needs legal assistance. In addition, the VISA Assistance Center can coordinate bail payment from the cardholder's VISA account. The Center can also follow up to make sure bail has been properly handled.
 - ▶ Emergency Transportation Assistance - can help make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This even includes arranging transportation for, or staying in contact with, family members or business associates. In the case of death, the VISA Assistance Center can make arrangements for returning the remains of the deceased home;
 - ▶ Emergency Ticket Replacement - arranges delivery of a replacement to cardholder and helps with the carrier's lost-ticket reimbursement procedures;
 - ▶ Emergency Translation Service - provides telephone assistance in all major languages and helps find local interpreters;
 - ▶ Prescription Assistance and Valuable Document Delivery Worldwide - can help get prescriptions filled or replaced, subject to local laws, and can even arrange pickup and delivery of prescriptions filled at local or nearby pharmacies. It can also help transport critical documents which may have been left at home or elsewhere;
 - ▶ Pre-Trip Assistance - can provide cardholders information on intended destination before leaving – information such as ATM locations, currency exchange rates, weather reports, health precautions, immunizations, and required passport visas;
- Supplemental Insurance Coverage
- *Supplemental Insurance Coverage*
PNC can support supplemental insurance coverage dependant upon the specific needs of the Commonwealth.
 - *Specialized Reporting Provided to the Commonwealth by PNC*
PNC has developed a suite of specialized reports supporting the Purchasing, Agency and Corporate Card programs. These reports include:

- Monthly Cycle Report –Details transactional activity at an agency, summary, and program level and is used by the Commonwealth to reconcile with the information made available through ActivePay. This report is utilized for all of the Commonwealth’s programs.
- Re-issuance Report – Utilized within the Purchasing and Corporate Card programs, the re-issue report details those card that have been re-issued due to card expiration.
- Unused Card Report – This report details re-issued cards that have not been activated or are not being utilized. This report is used within the Corporate Card program.
- Weekly Past Due Report – Used within the Corporate Card program, this report details accounts that have accrued a past due balance.
- Quarterly Rebate Report – PNC proactively generates a report detailing rebates earned by the Commonwealth on a quarterly basis. This information is used as a reconciliation tool to validate spends within the Commonwealth’s programs.

Additional Features Applicable to Purchasing Card Program

- *Active Card Integration* - Enables card payments to the Commonwealth’s vendors through a direct interface with the SAP application. This functionality will enable the Commonwealth to easily maximize card usage and increase program spend. Please reference the response to Section S – Innovative Concepts for a more detailed review of this functionality and the benefits to the Commonwealth.

Q. Supporting Documentation. For what length of time does the Offeror maintain supporting documentation? In the event the Commonwealth required copies, how would they be obtained? How would the information be obtained after the contract termination?

PNC Response: All monthly Commonwealth statements, reports, and customer correspondence is archived for 84 month (7 years). The VIM reporting platform maintains transactional data on-line for a rolling 25-month period. Data exceeding that timeframes is archived off-line.

ActivePay also maintains transactional data for a rolling 2-year period. The archive process consists of maintaining a backup system and performing a full backup on the database files every night. These tapes are rotated every Tuesday and placed in storage offsite at a data security facility. The last tape of each month and place it in a permanent storage bin that is kept at the data security facility. In addition, we rotate the last tape of a calendar year into the same permanent storage bin. Finally, we also copy backup files and logs to our disaster recovery site maintained at the headquarter location.

It is PNC's recommendation that the Commonwealth download live application data regularly as part of its own internal data security policies. Data needs within the 2-year period can be satisfied via extracts from PNC's web based technology platforms. If an authorized Commonwealth official requests historical data (i.e. aged greater than 25 months) that information will be retrieved from the off-line storage facility and made available to the Commonwealth.

To obtain information after contract termination, the Commonwealth should contact their Account Manager at 1-877-824-5001 (option 4).

R. Card Re-issuance. State your policy on frequency of card re-issuance.

PNC Response: PNC's standard card re-issuance policy is a three (3) year period. All Commonwealth cards can be established to re-issue on the same month and year. Under this option, all new cards will only re-issue if they are at least twelve months or older. After the initial renewal period, all cards will re-issue every two years.

PNC currently supports a staggered re-issuance schedule for the Commonwealth whereby all the individual cards re-issue based on their three-year anniversaries. This option can be further modified to allow the cards to re-issue in different years but on the same month.

Upon review of the Commonwealth's card programs, PNC has determined that the following cards are set to expire in July 2007.

- Purchasing Card Program: 1,447 cards
- Corporate Card Program: 1,082 cards

The timing of the July 2007 reissue could be problematic for the Commonwealth for the following reasons:

- The Commonwealth is converting to an SRM (Supplier Relation Management) application in June.
- SRM will contain card expiration dates within the application.
- If the conversion occurs as planned in June, the Commonwealth will be required to enter the July expiration dates for the volume of cards noted above. Upon expiration and re-issuance, the Commonwealth will need to re-enter the new expiration dates creating repetitive efforts.

PNC recommends the early re-issuance (i.e. prior to June) of the cards set to expire in July 2007. Re-issuance of these cards prior to the SRM conversion will eliminate the repetitive effort of noting card expiration dates within the SRM application.

S. Innovative Concepts

In the preceding pages, the Commonwealth has outlined numerous major services it will require from the successful Offeror. However, the Commonwealth does not want to limit an Offeror's creativity in preparing a proposal. Thus, every Offeror, in addition to its responses on the major services, may submit material on innovative concepts. In choosing innovative material, the Offeror should focus on ideas that will help the Commonwealth and participating agencies meet the goals of the program. Innovative concepts might involve:

1. Alternative payment programs
2. Unique card features.
3. Advances in fraud detection.
4. Specialized customer services.
5. Timesaving items on billing statement.
5. Specially created and informative management reports.
6. Vendor relations and marketing.
7. Alternative Billing and cost allocation.

PNC Response: PNC Bank has documented the following Innovative Concepts to the Commonwealth for consideration:

- *ACI Capabilities:* Active Card Integration (ACI) is the automated accounts payable disbursement solution available through PNC's ActivePay technology platform. ACI will provide the Commonwealth with significant cost advantages as compared to check and ACH payments. Vendors paid using ACI are flagged in the SAP Accounts Payable system accordingly and a file containing invoice payment information is transmitted daily to ActivePay. The ACI functionality enables ActivePay to fund vendor specific zero dollar Purchasing Cards for the approved amount of the invoice and generates an email remittance notification to that vendor. Upon processing the remittance, the card's available credit is returned to a zero dollar credit limit.

Utilizing the Active Card Integration capabilities should also improve vendor relationships by providing a single source of remittance and payment information. Vendor management maintenance performed by Central Vendor Management should be minimized as multiple vendor records will be reduced to a single vendor record.

PNC is offering to support the Commonwealth in its development efforts to implement the ACI process within its SAP accounts payable application. PNC has partnered with other corporate customers to successfully implement ACI within their SAP environment and has the expertise required for process design and code development within SAP to support ACI. PNC will share this comprehensive development

information with the Commonwealth to streamline and expedite your implementation process. Specifically, our documentation includes:

- ActivePay SAP Accounts Payable Process Flow
- ActivePay SAP GL Accounting Entries
- SAP FI Configuration Settings – sequential steps to establish new payment type including screen shots
- SAP Data Medium Exchange Engine – mapping of payment output file
- Custom code to auto reconcile suspense account clearing from ActivePay input file

If the Commonwealth requires additional support, PNC will assume any costs associated with third party consultative resources. Please reference Exhibit 15 for more detailed analysis regarding the benefits of utilizing the Active Card Integration functionality of ActivePay

- *Payables Advantage:* A single disbursement platform enabling the Commonwealth to integrate a single payment file that results in a variety of payment options depending upon the preferences of the Commonwealth and their vendor relationships. Payables Advantage can provide a myriad of benefits to the Commonwealth including
 - A variety of disbursement options including card payments on vendor dedicated cards, ACH, Wire Transfers or checks.
 - Provides a holistic strategy to the Commonwealth for managing payables.
 - Leverages PNC's consultative approach to payment analysis and optimization.
 - Flexible file mapping, normalized output, client database, payee database, transaction database.
 - New reporting, web-enablement, and status monitoring/updating.
- *Integration with e-Travel Reservation Systems:* PNC has developed a central travel "ghost" purchasing account product that can be fully integrated with web-based travel reservation systems for on-line payment of travel service vendors (including airlines). Post payment, PNC can develop an interface with the travel reservation system to automatically reconcile and distribute travel charges to the appropriate Commonwealth cost centers. The reconciliation process involves matching booked travel itineraries (tickets) to the central travel account payments (charges). An allocated GL file and exception reports are made available. PNC has worked with a variety of companies to develop similar applications and interfaces supporting the integration of card payments with electronic reservation systems.

- *New Visa Information Management (VIM) Capabilities:* VIM is continually being evaluated and upgraded to ensure that it is meeting the needs of commercial card programs. Recent enhancements to VIM include:
 - Additional card program optimization features that allow the Commonwealth and PNC to easily identify and automatically refer Commonwealth suppliers that do not currently accept cards to the acquiring community, and to designate those which should be given high priority for conversion.
 - Streamlined card program optimization capabilities that provide opportunities and resulting ROI estimates based on average transaction amounts, without requiring an entire accounts payables.
 - Cross program access so that individuals with need to access more than one Commonwealth PNC card program can do so with a single User ID.
 - Real time management of the Commonwealth's card program structure (organization hierarchy) and capability to move accounts between departments.
 - Reporting on declined transactions to improve visibility into exception conditions and monitor for potential misuse
 - Enhanced login security controls to meet FFIEC authentication guidelines and reduce risk.
 - New accounting features including support for offset allocation entries and new field formats/custom field headings for data extracts.

Planned enhancements to Visa Information Management include:

- Improved program-benchmarking capabilities, with industry segmentation so that the Commonwealth can gauge multiple facets of its card program against those of other states, and identify opportunities to maximize program performance.
- Enhanced expense management capabilities including mileage calculations.
- Support for single use accounts to provide enhanced control and reconciliation, and to support occasional use of purchasing cards without issuing a permanent card.
- Ongoing receipt and analysis of payables file for opportunities to convert existing non-card payments to card. This is accomplished by comparing payables to Visa's Merchant Profile Database of over 5 million commercial card acceptors. The Commonwealth has the opportunity to review and accept opportunities to convert suppliers to card through an online interface.

- *Project Athena Capabilities*
 Visa's long-standing commitment to the Commonwealth's card programs continues with the launch of an innovative application called Athena. Athena was created specifically to fulfill the unique needs of the Commonwealth and is designed to facilitate program and data management. Athena provides better access to actionable, intelligent information enabling the Commonwealth to:
 - Improve fraud and misuse management within programs
 - Ensure compliance with Commonwealth policies and procedures
 - Identify more effective procurement and sourcing options
 - Compliment existing program reporting solution

The Athena application has twelve distinct application modules focused on program topics such as security, program optimization / management, training, and strategic sourcing. All of this expanded functionality is accessible from an easy-to-use web-based system.

1) Master Data Management Module

- Houses all data for the Athena application and facilitates data exchange (import and export) capabilities.
- Communicates with all twelve modules, providing the intersection of data sharing and exchange.
- Contains data mapping functionality and manages application import and export functionality.

2) Security Module

- Provides each user with their specific application entitlement rights, (i.e., user rights).
- Offers several role assignment options for users: Administrator, Restricted User, etc.

3) Reporting Module

- Provides full ad-hoc reporting capabilities.
- Offers standardized/canned reports.
- Alert system - sends email alerts based on customizable Athena system wide criteria.

4) Dashboards Module

- Provides a quick view of key operational metrics by program.
- The user can determine which metrics to display and how they would like to have the information displayed.

5) Filters/Business Rules Module

- Manages all the business rules for flagging transactions based on specified criteria.
- Provides users with industry standard rules.

- Capability to create and customize filters/business rules particular to the customer's needs.
- 6) Sampling Module
- Provides users with the capability to statistically sample their transactions, based on industry-accepted sampling plans.
 - Users can customize sampling plan parameters, to adjust to their internal comfort levels and resource capacities.
 - Based on specified parameters, random transactions will be selected to avoid subjectivity.
- 7) Predictor Module
- Allows users to assess areas of risk and vulnerability to program operations.
 - Utilizes leading-edge capability (i.e., neural networks) to identify transactions that present the new areas of risk.
 - Can be applied over any user-defined historical or aggregated period of transactions.
- 8) Compliance and Audit Module
- Provides users with the ability to manage their case load of flagged transactions.
 - Helps to automate the process of selecting, reviewing and documenting each transaction.
 - Integrates with Filters/Business Rules, Sampling and Predictor modules, allowing for a more efficient review process.
- 9) Optimization Module
- Provides users with the ability to perform a program optimization review and identify growth opportunities.
 - Reviews non-payroll Accounts Payable data, to provide a specific list of expansion opportunities.
 - Evaluates card performance to benchmark the card program against best practice peer programs.
- 10) Strategic Sourcing Module
- Provides card programs with the ability to review organizational spend patterns.
 - Distills opportunities to negotiate pricing with key vendors.
 - Integrates merchant socio-economic data for analysis of target spending goals and prioritized objectives.
- 11) Connectivity to Issuer's Electronic Access System
- Provides the connectivity link to the PNC's electronic access system.
- 12) Training Module
- Provides training around all aspects of the card program.
 - Facilitates the development, delivery, testing and certification of the card program participants.

- Serves as the hub for tracking and reporting each participant's training requirements and history.

PNC will provide consultative expertise for the Commonwealth to successfully deploy, train, and utilize the Athena application for full program management.

- *SAP Certification for Purchasing and Travel Data Integration:* Visa and SAP have entered into a partnership to enable the integration of the Commonwealth's Travel transactional data directly into SAP's enterprise applications. The solution is more robust than simply providing a file feed into SAP's Travel module. Visa has worked with SAP to enhance their capabilities to manage all of the data elements currently carried in the Visa Commercial Format (VCF). Under this service, Visa sends the commercial card data to the client's business applications through the SAP NetWeaver platform. As part of this solution, SAP has enhanced their applications to meet Visa's growing capability to provide enriched transaction data. Once the data is delivered to a client the data is routed to the appropriate applications and databases where it can be accessed to fulfill multiple business needs such as reporting and compliance.

Travel and Entertainment data integration is the initial offering in a multi-phase alliance with SAP. In addition to this solution, Visa and SAP have developed the integration Purchasing Card data and payment functionality within accounting and procurement applications.

PNC is prepared to consult with the Commonwealth to maximize the benefits of the Visa / SAP data integration capabilities. PNC's ability to effectively manage this type of effort is supported by our previous success in customizing data integration solutions for the Commonwealth.

- *Hotel Orders:* PNC understand the process associated with hotel orders to be as follows:
 - Hotel orders are used by Commonwealth employees who do not possess a Commonwealth Travel card.
 - A request process is originated by the traveler to agency management for approval of hotel expenses related to travel.
 - Approval of the request results in a paper hotel order issued to the traveler. The order is presented to the hotel upon completion of stay. The hotel submits copies of the order to designated Commonwealth or Agency contacts for reimbursement of expenses.
 - The Commonwealth employee submits remaining copies of hotel order and travel expense voucher designated Commonwealth or Agency contacts.
 - Payment is issued to the hotel by the Commonwealth presumably based upon internal reconciliation.

Challenges of Existing Process:

- Number of hotel orders exceeds 20K annually
- Cumbersome paper based process for employee and authorizing contacts
- Manual reconciliation required for payment review and approval of hotel order
- Requires the hotel to provide notification for payment
- Expenses associated with inefficient paper based processes.

PNC Approach: The Commonwealth can utilize the unique features of PNC’s ActivePay application for enhanced process management related to hotel orders. Active Pay’s web-based spend management workflow tools and unique Active Card Control technology and control features will support a streamlined process for the Commonwealth.

With Active Card Control, the Commonwealth will be able to dynamically manage the controls for either individual cardholders or department cards to adjust available funds, daily transaction limits, maximum transaction value limits, merchant category privileges and more. These adjustments can be made real-time via a web interface and can correspond with any internal request or approval requirements defined by the Commonwealth. In addition, ActivePay also allows you to effectively manage program data, including exporting reports and provides option for direct data integration into your online financial system.

The following specific features of the ActivePay application that offers the Commonwealth robust functionality for managing hotel orders, additional program management, and spend controls.

ActivePay Functionality

	Features	Benefits
Secure & Flexible Control	Electronic Purchase & Payment Requests	ActivePay’s online spending request forms are routed for approval based on the Commonwealth’s spending authority matrix and purchasing policies. These request forms can be used to authorize requests for travel expenses including hotel orders. Designated approvers can now complete an electronic sign-off on a commitment prior to incurring an expense.
	Active Card Control™	Direct connection to the credit card network enables the Commonwealth to

		instantly add available credit to individual cards based on approved requests (i.e. hotel orders) submitted by an employee. Support for \$0 cards and the pre-purchase approval process limits the Commonwealth's financial exposure while unlocking funds for specific purchases. Also, Active Card Control will support restrictions based on Merchant Category Codes (MCC), providing the ability to limit card use to a specific MCC groups. (i.e. hotels) thereby further limiting financial exposure.
	Flexible Card Permissions	Use Active Card Control™ technology with traditional credit management to create a wide variety of usage scenarios.
Accounting Support	Hands-Free Reconciliation	ActivePay® streamlines reconciliation activity by offering best-guess GL coding options at the time of purchase request or allocating automatically. Management-by-exception policies ensure that compliant transactions flow automatically, reducing manager or accountant review to only unauthorized or incomplete transactions.
	Reconciliation Policy Enforcement	Tie the restoration of available credit to manager or accounting review, in addition to traditional date-based restoration. This provides a simple, but effective and timely enforcement of reconciliation policy.
	ERP/Accounting System Integration	Reconciled transactions can be exported to a file for quick import into the Commonwealth's SAP application, eliminating errors and dramatically reducing cycle-end reconciliation efforts.

PNC Process Flow, Requirements, and Benefits

The process flow and related business requirements of the ActivePay solution for managing hotel orders is defined below. Please note this process assumes the distribution of 'zero-dollar' cards (i.e. cards with no discretionary dollars available for spending) to employees for supporting this process.

Process Flow

1. Employee creates an electronic purchase request to support hotel or other travel expenses within ActivePay.
2. Electronic request routed to designated agency contact(s) for approval depending upon specific Commonwealth requirements.
3. Employee receives electronic notification of purchase approval.
4. Addition of available credit to employee card based specifically upon the approved amount of the original purchase request. Note the funds are only available for a specified period of time concurrent with the employees travel schedule as noted within the request.
5. Upon departure, the employee presents the card to the hotel operator for payment authorization and settlement.
6. Settlement data is integrated within ActivePay and can be allocated based upon specific rules defined for each cardholder or agency.

Included as Exhibit 16 to the RFP response is a workflow diagram in support of web based hotel orders.

Process Requirements

- Employee has web-based access to the ActivePay application.
- Commonwealth distributes zero-dollar cards to employees for use. Department or agency cards can be utilized within this process depending upon the requirements of the Commonwealth.
- Development of procedures and training materials to educate cardholder on creation of purchase request.
- Establishment of hierarchy within ActivePay to support allocation, reporting and data integration.

Process Benefits

- Replaces manual, paper based process with electronic solution.
- Creates electronic audit trail of purchase request and approval.
- Automates the purchase review / approval process and provides capabilities for electronic notification or messaging
- The process is predicated upon the use of cards with zero discretionary credit available to the cardholder.
- Enables payment authorization based upon specific requirements including amount, location and timing. Funds are only available to the cardholder based upon these metrics. The discretionary credit on the card returns to zero upon completion of the transaction or approval expiration timeframes.
- Can utilize card controls to prevent other types of purchasing.

- Settlement data is automatically allocated and reconciled with the original request.
- Robust, web based reporting will provide the Commonwealth better spend analysis related to this topic.

IV-5. Reports and Project Control.

The Commonwealth requires complete Management Reporting.

- Offeror shall describe any reporting software that will be made available to the Commonwealth. The description should include the names of reporting applications, a thorough explanation of each application's functionality, and what equipment is required to run the application.

PNC Response: A review of PNC's reporting software is provided below:

Visa Information Management

The Commonwealth benefits through the utilization of VIM an internet-based reporting platform that enables agency administrators for the Commonwealth's Travel and Agency Card programs access to data on demand in an on-line environment. VIM offers over 100 standard report templates arrayed across six primary categories - spending analysis, program administration, exception reporting, tax reporting, fleet activity and travel management. Access to reports is limited by Agency Coordinator.

VIM's reporting platform supports a variety of report generation and distribution options. Report formats include Adobe Portable Document Form (PDF), Excel or Tab delimited. Reports can be viewed online, directed to a user's inbox, or distributed to a defined recipient's email addresses. Reports can be generated on a one-time basis, scheduled for periodic creation, or generated based upon a desired billing cycle or calendar period. An Ad Hoc report extract capability exists whereby you can select the data and format you want to download. This includes optional data filters to select more exact data. Once built, these ad hoc report templates can be re-used. Transactions can be updated nightly so the most current data is available for viewing.

ActivePay

The Commonwealth utilizes ActivePay's web interface for cardholder and program management reports in support of the Purchasing Card program. While access privileges to ActivePay are currently defined on an agency administration basis, access privileges may be defined by a variety of roles including cardholders, managers, administrators, accountants etc. Users can enter ActivePay and select "Reporting" on their home page and identify the reports they would like to view. Reports can be viewed online, printed, downloaded as Adobe PDF files, Microsoft Excel files, and downloaded as comma-separated files that can be exported into standard reporting packages. Each report has a customization tool that enables the Commonwealth to define report variables specific to the needs of each agency.

Transactions are updated nightly so the most current data is available for viewing. ActivePay maintains transactional data on-line for a 24-month period.

InfoSpan

The Commonwealth also utilizes InfoSpan, a client/server-based application for program and transactional reporting. InfoSpan provides monthly updates to total activity on an agency specific basis.

VIM and ActivePay are hosted, web-based application that require no hardware or software requirements within the Commonwealth. Defined user requirements include:

- Internet access with 128K bandwidth or higher
- Web Browser Capabilities
 - ActivePay- (Internet Explorer 6.0 or higher, or Mozilla 1.0 or higher)
 - VIM - Microsoft Internet Explorer 5.5 or Netscape Navigator 6.2.3.
- Adobe Acrobat Version 4.0 or higher (for reporting)
- 800 X 600 screen resolution or higher

On-Line Bank Card Center

A web based application that enables cardholder's access to individual account information.

- Identify how many Program Coordinators the Offeror will give access to each reporting application.

PNC Response: Administrator or Coordinator access to PNC's web based technologies can be defined on an agency specific basis or by a variety of roles including cardholders, managers, administrators, accountants etc. Reports can also be defined for distribution based upon access privileges within the Commonwealth or agencies. There are no limitations to the number of personnel assigned access privileges.

- Supply an inventory and description of key reports for each program – Purchasing Card, Agency Travel Card, and Corporate Card. Describe the report formats available and the degree to which they can be customized.

PNC Response:

Purchasing Card Reports:

PNC's ActivePay application provides complete reporting access available on demand in support of the Commonwealth's Purchasing Card program. Cardholders, administrators, accountants and others are given roles that dictate what reports are available to them. Users can enter the ActivePay application and select "Reporting"

on their home page and select the reports they would like to view. Reports can be viewed online, printed, downloaded as Adobe PDF files, downloaded as comma-separated files that can be exported into standard reporting packages or commonly used applications (like Microsoft Excel) and be saved to media (disk, CDs, other). Reports can be customized to capture all or selected parts of the overall organizational hierarchy.

Using the ActivePay reporting customization tool users can set date parameters for reports customized to data needs. Two years of transaction activity is archived and available. Users can also export data into standard reporting packages or commonly used applications, like Microsoft Excel, and perform extended analysis or create custom report formats. Please reference Exhibit 10 for a sampling of reports available through ActivePay. The available reports can be grouped as follows:

ACTIVEPAY PURCHASING DASHBOARD REPORTS

Card Activity

- Lists the annual volume, average transaction size (dollar amount), spend per card, and average number of transactions per card, and the number of active and inactive cards in your organization.
Note: A card is considered inactive if it has not been used to make purchases in the last three consecutive months.

Spend by Vendor

- Pie chart showing the top 10 vendors for your organization (regardless of whether the vendor has been mapped to a company supplier) and the amount your organization spent at each vendor.

Spend by Company Supplier

- Pie chart showing the top 10 suppliers for your organization and the amount your organization spent at each supplier. Note that if you have not mapped vendors to suppliers, the Spend by Vendor and Spend by Company Supplier charts will be the same.

Spend by Product Category

- Pie chart showing the top 10 product categories (such as travel/entertainment or office supplies) and the amount your organization spent in each category.
- Note: The product category is one or more GL segments that you specify as the commodity or category of an expense.

Spend by Department

- Graph showing the amount each department spent.
- The department is one or more GL segments within your organization that you specify as having incurred the expense. The

GL segments uploaded for your organization during implementation specify which segments are used for this graph.

ACTIVEPAY DETAILED COMPANY REPORTS

The Company Reports are divided into the following four categories:

- Spend Reports - Contains reports on the spend history for your organization including 1099 Supplier Spend, Approved Spend, Company Billing Statement, Company GL Memo Statement, Forced Capture, Group Owner Memo Statement, MCC Audit, Non-preferred Supplier Spend, Payable Allocation, Payable Allocation Detail, Purchase Request History, Socioeconomic Indicators, Spend By MCC Summary, Spend Monitor, Tax Audit, and Travel Spend reports.
- Card Reports - Contains reports on the card history for your organization including Cancelled Card, Card Declines, Card Past Due, Card Request Log, Card Spend History, and Card Status, and single transaction limit audit reports.
- Organization Reports - Contains reports on the organizational, card profile, user password, and GL change history for your organization including Org/GL Audit Log and Profile Change Log reports.
- Extended Transaction Details - Contains reports on the transaction details for your organization including Hotel Spend Summary, Hotel Spend Detail, Airline Spend Summary, Airline Spend Detail, Car Rental Spend Summary, Car Rental Spend Detail, General Purchase Spend Summary, General Purchase Spend Detail, Shipping Spend Summary, Shipping Spend Detail, Services Spend Summary, and Services Spend Detail reports.

In addition to the above report templates, the recently added Configurable Reporting capability provides the Commonwealth with a comprehensive ad hoc report writing capability.

Agency Travel and Corporate Card Reports

The Commonwealth is currently utilizing the Visa Information Management (VIM) technology platform for web based reporting in support of the Commonwealth's Travel and Agency Card programs. The VIM platform was co-developed by PNC and Visa through our collaborative partnership. VIM is a fully hosted web based application. All databases, software, and servers are fully hosted and supported by both PNC and Visa.

PNC's VIM reporting platform supports a variety of report generation and distribution options.

- File format - reports can be created in a variety of formats including Adobe Portable Document Form (PDF), Excel or Tab delimited formats.
- Delivery – can be directed to a user's VIM inbox or distributed to defined recipient email addresses.
- Frequency – can be generated on a one-time basis or scheduled for periodic creation.
- Reporting Horizon – reports can be created to span a desired billing cycle or calendar period

Currently, there are close to 100 standard reports covering spending analysis, exception notification, travel management, and other administrative views. Spending analysis reports provide detailed information about cardholder spending. These reports allow the Commonwealth to analyze spending by supplier across all industries at either a summary or transaction detail level. The following is a brief description of what is available via PNC's reporting platform.

- *Organization Spending*: The Organization Spending report provides a summary of spending by organization node for the entire hierarchy of a company.
- *Purchasing Supplier Spending*: The Purchasing Supplier Spending reports provide an overview of Purchasing Card spending at suppliers. The Summary report provides information on card spending by MCC (Merchant Category Code) for selected MCGs (Merchant Category Groups). The Detail report provides information on card spending by supplier for each MCC within selected MCGs.
- *Spending by Merchant Category Group (MCG)*: The Spending by MCG reports provide information about cardholder transactions within the MCGs of a specified spending hierarchy. These reports allow you to analyze spending at suppliers across all industries, at either a Summary or Transaction Detail level.
- *Spending by Merchant Category Code (MCC)*: The Spending by MCC reports provide information about cardholder transactions within selected MCCs. These reports allow you to analyze spending at suppliers across all industries, at either a Summary or Transaction Detail level.

- *Spending by Supplier:* This report displays transaction volume by supplier and can be used to analyze spending across suppliers so that volume-based discounts can be negotiated. This report can be sorted by net purchase amount or transaction count, which allows you to determine your top suppliers.
- *Spending by Supplier Chain:* This report displays transaction volume by supplier chain. This report can be sorted by net purchase amount or transaction count, which allows you to determine the top supplier chains that you purchase from.
- *Supplier Analysis by Location:* This report provides a summary of transactions by supplier location.
- *Non-preferred Supplier Spending:* This report identifies all purchases involving non-preferred suppliers within an MCC. The report provides information on whether cardholders are adhering to company policy regarding the use of preferred suppliers, so that management can redirect cardholders toward using preferred suppliers if necessary.
- *Quarter/Annual Cardholder Summary:* This report details cardholder spending activity on a quarterly or annual basis. The user can also select to report on either a Fiscal or Calendar basis.
- *Quarter/Annual Company Summary:* This report details organization-spending activity on a quarterly or annual basis. The user can select to report on either a Fiscal or Calendar basis.

Program Administration Reports provide cardholder accounts status and activity information for any level of the organization. These reports enable the Commonwealth to view cardholder usage patterns and analyze card program evolution for both Corporate and Agency Travel programs.

- *Cardholder Detail:* The Cardholder Detail report provides transaction information by cardholder for the period you define. This report can be used to identify high-usage cardholders and evaluate their spending patterns.
- *Cardholder Statement:* This report displays Cardholder Billing Statement information for a selected period and allows a review of detailed transaction activities by cardholder.
- *Company Billing:* The Company Billing Summary and Detail reports help to manage billing information for card programs. The Summary report shows a summary view of transactions included in the company

billing accounts. The Detail report shows a detailed view of transactions included in the company billing accounts.

- *Company Statistics:* The Company Statistics report displays Purchasing and/or Corporate Card program performance statistics for the entire company or any level within the organization. This report allows comparison of activity across organization levels and helps to manage card programs and prepare summary reports. Statistics included in the report include Starting and Ending Balance, Credits, Debits, Fees, Period Billed, Year-to-date Billed, Average Purchase Amount, Average Transaction per Account, and the number of Total, Active, New and Closed accounts for the selected calendar date range or billing period.

VIM enables the Commonwealth to define reporting by hierarchy. VIM currently supports seven layers of organizational hierarchy allowing the Commonwealth to define reports by specific needs. The Commonwealth can further support its ad hoc reporting needs by utilizing the application's data exportation capabilities. Users can define the file format, data attributes, data sequence and data formatting through the Extract interface. Over 300 fields of information are available. Searchable filters can be applied to extract ranges of data. A variety of output formats are available including: CSV, Excel, Tab, Fixed, HTML, XML, IIF, QIF, and SQL

InfoSpan

Some Commonwealth agencies also utilize InfoSpan, a client/server-based application for program and transactional reporting. While InfoSpan is client/server-based, the transactional and volume updates are provided on a monthly basis as opposed to real-time. To ensure consistent reporting benefits amongst the Commonwealth's agencies, PNC recommends the full scale deployment of VIM for program reporting.

- Describe what levels of data, i.e. Level 1, Level 2, Level 3, and line item detail is captured at the point of sale, what data is housed in your system and what data is available to your clients.

PNC Response: All of PNC's data delivery and reporting solutions are Level II and III certified. If a vendor has the ability to capture and provide enhanced data, PNC will provide that data to the Commonwealth – for both purchasing and travel card activity. The primary data elements associated with each classification level include:

Level 1

- Transaction Date
- Merchant Name
- Merchant City/Commonwealth
- Card/Account Number

- Total Dollar Amount
- Merchant Category Code
- Vendor Information

Level 2

- Sales Tax
- Customer References ID (CRI)

Level 3- Purchasing

- Freight Amount
- Product Description
- Order #
- Commodity Code
- Unit Cost
- Unit Tax
- Ship to Zip Code
- Quantity Purchased
- Discount Amount
- Destination Zip Code

Level 3 - Travel

- Airline Information
- Travel Legs
- Hotel Folio Data
- Car Rental Data

The availability of Level 2 and Level 3 data is increasing. According to Visa statistics, the number of transactions containing Level 2 data increased by 19% to over 151MM records in 2006. Similarly, the number of records containing level 3 detail increased by 18% to almost 25MM records.

- Describe any merchant incentives for providing Level 3 data.

PNC Response: Incentives for merchants to provide level 3 data are part of the acquiring relationship between the merchant and their bank. In some cases a reduced interchange fee may be applied depending upon the vendors ability to pass level 3 data.

- Describe options for paper or electronic cardholder statements and what level of detail is presented in either format. Provide a sample statement and outline options for mailing. Give timeframes for mailing.

PNC Response:

Purchasing Card

- *Statement Distribution:* PNC supports statement delivery at the cardholder, agency, or program levels. PNC's has various methods to distribute billing statements to the Commonwealth including:
 - Web based statement delivery through ActivePay at either an Agency or program specific basis.
 - Hard copy via US Mail to the Commonwealth Agencies or cardholders.

The Commonwealth can utilize the program management functionality of ActivePay to add recipients for billing statements

PNC also supports electronic billing files on a daily basis that can be interfaced directly into SAP or existing legacy systems such as ICS. This would give the Commonwealth the flexibility cut-off based on its own internal needs.

Agency Travel and Corporate Card

- *Statement Distribution:* PNC supports a variety of billing options for the Commonwealth's Corporate Card program including distribution of monthly cardholder statements, web based access to statements via PNC's On-Line Bank Card Center, and a monthly cycle report to the Commonwealth.

Hard copy corporate and individual statements are generated and mailed from TSYS Operations in Columbus, GA within three working days from the cycle date. The hardcopy Corporate Card statements are mailed directly to the employee designated in the card account mailing address on the account master file.

Statements for all programs contain transactional information, balance due, past due balances and finance charges. Statement samples are provided as Exhibit 14 of the RFP response.

- Proposal shall include sample reports of all standardized and customized reports currently provided to actual clients.

PNC Response: Please refer to Exhibit 10 (ActivePay Report Samples) and Exhibit 17 (VIM report Samples) for samples of standardized and ad hoc reports available through PNC web based reporting applications.

- Describe the ability to schedule reports, both standard and custom.

PNC Response: The Commonwealth can schedule reports in both PNC's ActivePay and VIM reporting platforms. Each application uses a model of the Commonwealth's organizational structure and its members to determine user access rights, workflow routing, data visibility, and policy compliance. Each application allows the creation of an arbitrary number of "groups," which can represent Commonwealth agencies, organizational units, departments, projects, or approval routing points (e.g., a node through which all requests for IT equipment must pass). Reports can be scheduled and distributed based on any of the factors related to timing or organizational recipients.

- Identify what formats are available for downloading reports.

PNC Response:

ActivePay: Reports can be viewed online, printed, downloaded as Adobe PDF files, downloaded as comma-separated files that can be exported into standard reporting packages or commonly used applications (like Microsoft Excel) and be saved to media (disk, CDs, other).

VIM: Commonwealth users can extract data from the application based upon specific file format, data attributes, data sequence and data formatting through the Extract interface. Over 300 fields of information are available. Searchable filters can be applied to extract ranges of data. A variety of output formats are available including: CSV, Excel, Tab, Fixed, HTML, XML, IIF, QIF, and SQL

- Identify how soon reports are available for downloading after the end of a billing cycle.

PNC Response: Reports are available for downloading by users throughout the Commonwealth's selected billing cycles. Cardholders and Agency Coordinators can get the most up-to-date information as both ActivePay and VIM are updated on a real-time basis. Transactions will appear within the Commonwealth's reports within 24 hours of posting. Based upon the frequency of informational updates, the Commonwealth can access month-end reports within 24 hours of the end of the billing cycle.

- Commonwealth the frequency of updating and distributing account data.

PNC Response: Cardholders and Agency Coordinators can get the most up-to-date information as both ActivePay and VIM are updated on a real-time basis. Transactions will appear within the Commonwealth's reports within 24 hours of posting.

- Specify if hard copies of reports can be made available, if requested. If so, identify at what frequency and to how many recipients' hard copy reports would be made available.

PNC Response: Any report defined by the Commonwealth and available via ActivePay or VIM can be extracted for further analysis or internal retention. Utilizing the extract features enables maximum flexibility for the Commonwealth to manage requests for hard-copy reports in an expedited manner. Although transactional information is available on-line, PNC currently supports the generation of monthly hardcopy billing statements for cardholders within the Corporate Card program.

- Describe any drill down capabilities from summary reports to detail.

PNC Response: Both ActivePay and VIM provide robust drill down functionality enabling users within the Commonwealth to view specific transactional detail (i.e. levels 2 & 3) for each transaction. Access to transactional information may be limited based upon the user's hierarchy, agency or other aspects of the Commonwealth's organization. This functionality will prevent users from viewing transaction (and related details) for cardholders outside of their organizational structure. The report descriptions (and samples contained within the Exhibits) provide the Commonwealth with the data elements available for drill down viewing.

- Describe any additional reporting options not specified here.

PNC Response: PNC has developed a suite of specialized reports supporting the Purchasing, Agency and Corporate Card programs. These reports include:

- Monthly Cycle Report –Details transactional activity at an agency, summary, and program level and is used by the Commonwealth to reconcile with the information made available through ActivePay. This report is utilized within all of the Commonwealth's programs.
- Re-issuance Report – Utilized within the Purchasing and Corporate Card programs, the re-issue report details those card that have been re-issued due to card expiration.
- Unused Card Report – This report details re-issued cards that have not been activated or are not being utilized. This report is used within the Corporate Card program.
- Weekly Past Due Report – Used within the Corporate Card program, this report details accounts that have accrued a past due balance.
- Decline Report – Used within the Purchasing and Corporate card programs and faxed to the Agency Coordinators on a daily basis.
- Compromised Account Report – Provided to the Agency Coordinators of the Purchasing and Corporate Card programs that details any cardholder accounts that have been compromised due to fraud.

- Offeror should be prepared to provide a demonstration of the reporting functions if requested.

PNC Response: PNC is fully prepared to demonstrate the reporting capabilities of the ActivePay and VIM applications at the request of the Commonwealth.

REPORTING TASKS SPECIFIC TO AGENCY TRAVEL CARD

- Describe the availability of airline billing information through the reporting systems.

PNC Response: The VIM reporting platform supporting the Commonwealth's Agency Travel and Corporate Card programs can report on travel expenditures at the Commonwealth, agency or other designated hierarchies. Information provided can include detail or summary level data on airline, hotel and car rental expenditures. A listing of applicable reports containing this type of data includes.

- Travel Transaction Line item Detail Reports
- City Pairs Reports by Carrier and Origin
- Travel Activity Reports
- Travel Itinerary Reports (with detail)
- Travel Supplier Ranking Reports
- Travel Supplier Transaction Detail

Included as Exhibit 18 are samples of the reports available through VIM to support airline billing and other travel related information for the Agency Travel and Corporate Card programs.

REPORTING TASKS SPECIFIC TO CORPORATE CARD

- Describe the availability of travel billing information through the reporting systems.
- Describe the availability of travel information for management analysis.
- Describe collections reports indicating past due Corporate Cardholders.

All reports should be made available to the Commonwealth in an electronic format. The Offeror must include samples of each type of report.

PNC Response: The VIM reporting platform supporting the Commonwealth's Agency Travel and Corporate Card programs can report on travel expenditures at the Commonwealth, agency or other designated hierarchies. Information provided can include detail or summary level data on airline, hotel and car rental expenditures. For a description of the data available for analysis, please refer to the listing of applicable reports contained in the response to the question noted above. The level of data available for analysis has increased substantially over the past year. Visa statistics for 2006 show that transactions records contained enhanced airline data has increased by

8% to over 26MM records. Transaction records containing enhanced hotel data exceeded 5.2MM in 2006.

PNC has developed a suite of specialized reports supporting the Commonwealth's Corporate Card program. These reports include:

- Weekly Past Due Report – Used within the Corporate Card program, this report details accounts that have accrued a past due balance, amount of balance due and finance charges assessed..
- Re-issuance Report – Utilized within the Purchasing and Corporate Card programs, the re-issue report details those card that have been re-issued due to card expiration.
- Unused Card Report – This report details re-issued cards that have not been activated or are not being utilized. This report is used within the Corporate Card program.
- Decline Report – Used within the Purchasing and Corporate card programs and faxed to the Agency Coordinators on a daily basis.
- Compromised Account Report – Provided to the Agency Coordinators of the Purchasing and Corporate Card programs that details any cardholder accounts that have been compromised due to fraud.

Task Plan. Offeror must provide a work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a chart display should be used to show project, task, and time relationship.

1. ***Weekly Development Status Reports.*** Confirm that the following reports will be provided during and after implementation:

The Offeror must provide weekly status reports. Status reports are due by the close of business each Monday for the preceding week through the implementation date of the program. The report shall cover the overall progress of the program's development and will be used throughout the initial development phase of the project and any subsequent expansion of the program. Reports shall be provided to the Contract Officer. The report shall contain the following information:

- Date of report
- Project manager name
- Project manager telephone number, fax number, e-mail address
- Brief description of the work accomplished, emphasizing progress made since last reporting period
- Description of any unresolved and/or anticipated problems, if any, name of individual assigned to them, anticipated resolution date with recommendation for resolution, and whether the issue(s) will impact the implementation schedule
- Estimate of the percent of work accomplished to date

- Statement on the status of the program as it relates to the work breakdown schedule, either confirming that the task is on schedule or explaining the nature and extent of the pending delay
- Updated charts should be provided

2. Problem Identification Report. An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale.

PNC Response: If the Commonwealth chooses to maintain its card programs with PNC, none of the complexities and expenses associated with a transition to a new provider will apply. As such, the problem identification report detailing transition issues and impact to the overall migration is not vital. As detailed in previous responses, the resources, time commitment and expenses required by the Commonwealth to manage an effective migration to another issuer will be considerable. According to the 2005 Purchasing card Benchmark Survey Report published by RPMG Research Corporation, among large corporations with over 3,000 purchasing cards more than 1/3rd incurred expenses of more than \$500K to switch providers. PNC estimates the transition costs for programs the size of the Commonwealth’s to exceed \$1.5MM dollars. The transition issues requiring ‘action plans’ for resolution further exacerbate these costs and prevent the Commonwealth from achieving the financial rewards currently enjoyed.

Over the course of PNC’s relationship with the Commonwealth, PNC has established quarterly training or update sessions with the Commonwealth to address a variety of topics related to program management. These sessions provide the opportunity for both parties to identify and review problems areas related to specific Commonwealth or Agency requirements, process flows or general administrative topics. If needed, PNC develops specific tasks to resolve pending items and continues to review these topics as subsequent quarterly sessions. PNC remains committed to providing the Commonwealth our continued focus on these quarterly review sessions.

IV-6. Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation

All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least

50% of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE COMMONWEALTHMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

PNC Response: Please reference the Disadvantaged Business Submittal response provided by PNC as a separate submission to the Commonwealth.

**APPENDIX E
MANDATORY REQUIREMENTS
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# CN00023160**

The following mandatory requirements MUST be addressed in this section by indicating ACCEPTANCE of each. Non-acceptance of or noncompliance with any Mandatory Requirement, or modification of, or the placing of conditions on acceptance or compliance with any of the Mandatory Requirements, in whole or in part, will result in immediate disqualification, unless the Department of General Services determines, in its own discretion, that a noncompliance is a waivable technicality and not a material defect.

All the questions listed below must be answered. In the event of a “No” answer to any question, please accept our appreciation for your interest, and understand that, since the Department of General Services requires a minimum level of qualification, your proposal will not be deemed responsive.

If there are any conflicts between the answers to the mandatory requirements in this section, and any answers in any other section of your proposal, the answers in this section will take precedence in any contract that may be entered into as a result of this RFP.

Yes No

- | | | |
|---|--------------------------|--|
| X | <input type="checkbox"/> | 1. Do you agree that any contract that may result from this RFP will be a NO COST contract and that neither the Commonwealth nor its employees will be charged a service fee for issuance or use of the card during the contract period or any of the renewal periods? |
| X | <input type="checkbox"/> | 2. Do you agree that your proposal will remain valid until a contract is fully executed by the Commonwealth? |
| X | <input type="checkbox"/> | 3. Do you agree not to sell or use lists of cardholder names, addresses, or other privileged information for any purpose, except as outlined in the RFP? |
| X | <input type="checkbox"/> | 4. Do you agree that you will provide electronic files in the formats prescribed in Appendix J of this RFP? |
| X | <input type="checkbox"/> | 5. Do you agree to issue Employee Corporate Cards to Commonwealth employees without a prior credit approval and without performing credit checks? |
| X | <input type="checkbox"/> | 6. Do you agree that the proposal provides for Purchasing, Agency Travel and Corporate Cards? |

PNC and the Commonwealth of Pennsylvania

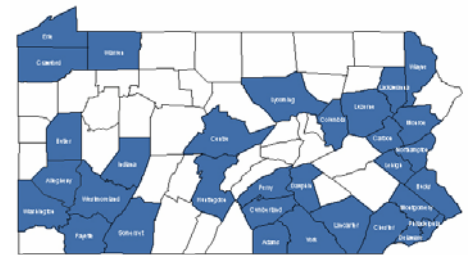
PNC Leads the Way

- The largest financial services provider in the Commonwealth.
- The largest financial services employer in Pennsylvania with more than 13,5000 people employed across the Commonwealth.
- The 10th largest private sector employer in the Commonwealth.
- One of the largest of Pennsylvania's Fortune 500 Companies.
- The 6th most admired company located within the Commonwealth and the 4th most admired within its industry classification of Super-regional Banks according to Fortune Magazine. (2007 Ranking)

PNC as a Corporate Citizen within the Commonwealth

PNC Bank

- Headquartered in Pittsburgh
- Operations centers in Pittsburgh and Philadelphia
- 355 Branches in 32 Pennsylvania counties
- 324 ATM's across the Commonwealth



PNC Advisors

- 14 Offices
- 183 Retail Consultants
- 437,000 Retail accounts
- > \$50 Billion under management

PNC Capital Markets

- 3 PA Offices
- 2 Trading floors – Pittsburgh and Philadelphia
- Serving the capital needs of Corporate and Municipal clients

PNC Taxes Paid in Pennsylvania

- \$108.5 Million in 2006
 - ▶ PA Corporate - \$57.6 million
 - ▶ PA Payroll - \$37.5 million
 - ▶ Local taxes - \$13.4 million

Community Involvement

- **PNC Grow Up Great:** A \$100 million, 10-year investment to improve school readiness among children.
- **The PNC Foundation:** Awarded nearly \$12 million in 2006 to support education, community development, health and human services.
- **Volunteerism:** PNC employees have devoted more than 1 million volunteer hours to youth organizations and causes.
- **Environmentalism:**
 - ▶ PNC has more certified "green" buildings than any other U.S. financial services firm.
 - ▶ PNC has been recognized as one of the most progressive companies in the nation.

PNC Awards & Recognition

The PNC Financial Services Group has been recognized nationally and regionally for its accomplishments and success as a diversified financial services firm that reflects the needs, values and aspirations of our customers, employees, communities and shareholders.

HIGH-PERFORMANCE FRANCHISE

- **Ranked among the Most Admired Companies**, *Fortune* magazine (2006)
- **Ranked as the top performance bank of 2006**, *US Banker* (2006)
- **Highest ranking financial institution for overall small business customer satisfaction**, J.D. Power and Associates Small Business Banking Satisfaction StudySM (2006)
- **Top 50 Wealth Managers**, *Barron's* (2006)
- **Financing Principal of the Year**, *M&A Advisor* Magazine (2006)
- **Presidential "Export" Award**, U.S. Department of Commerce (2005)
- **Number one in three year total shareholder return within peer group**, SNL Data Source (2006)

EMPLOYER OF CHOICE

- **100 Best Companies for Working Mothers**, *Working Mother* magazine (2001, 2003, 2004, 2005 & 2006)
- **Top 50 Employers For Women**, SmartRevenue Research (2005)
- **Top Corporate Benefits Providers**, *Money* magazine
- **Top 100 Companies for Employee Training**, *Training Magazine* (2004, 2005 and 2006)
- **Best 50 Women in Business**, Pennsylvania Dept. of Community & Economic Development (13 winners since 1996)

TECHNOLOGY LEADER

- **CIO 100 for Technology Excellence**, *CIO* magazine (2006)
- **Technology Innovator in Financial Services**, *Information Week* magazine (1994-2006)
- **PFPC Product Innovation – Fund Operations Awards**, Source Media (2006)

COMMUNITY

- **Corporate Stewardship Award Finalist**, US Chamber of Commerce (2006)
 - **Woodrow Wilson "Corporate Citizenship" Award to Jim Rohr and PNC** (2006)
 - **Reading is Fundamental (RIF) "Gift of Reading" Award to Jim Rohr and PNC Grow Up Great** – company's school readiness program (2005)
-

PNC Environmental Responsibility

The sustainability of the environment shapes the quality of life for today and future generations as well as the economy on which we all depend. Recognizing the importance of wise investments, The PNC Financial Service Group (NYSE: PNC) strives to integrate our day-to-day business practices with environmental responsibility. Our nationally recognized commitment to environmentally friendly business practices has enabled us to lower costs, increase efficiency and productivity as well as improve the health and vitality of the communities where people live, work and play.

LEADERSHIP

- PNC has more certified “green” buildings than any other U.S. financial services firm
- **PNC Firstside Center:** At nearly 650,000 square feet – the equivalent of 12 football fields – this is the nation’s largest corporate building to earn “green” building certification.
 - **PFPC Headquarters – J. Richard Carnall Center:** The financial services industry’s only Gold level-certified green building – and first in Delaware.
 - **PNC Bank Branch Locations:** PNC is the first U.S. bank to apply green building standards to all newly constructed or renovated retail branch offices.
 - **Three PNC Plaza:** Proposed high-rise complex featuring office space, a hotel and condos to be the nation’s largest green mixed-use building. To be completed in 2008.

AWARDS & RECOGNITION

- PNC has been recognized as one of the most progressive companies in the nation:
- **Green Building Alliance:** PNC is “a corporate leader in green building and employee friendliness.”
 - **Harvard Business Review:** PNC featured as a national leader in “Building the Green Way.”
 - **Buildings magazine:** PNC “will be studied by future generations to better understand how the built environment can complement the natural environment.”
 - **Urban Land Institute’s Awards for Excellence:** PNC was among firms from Japan, the Netherlands and United States recognized for its “powerful impact of thoughtful urban design.”

GOOD FOR OUR EMPLOYEES...

Benefits include cleaner indoor air and improved health and well-being of employees. At PNC Firstside Center, for example, a study found employee retention and satisfaction was 50 percent better compared to a traditional facility.

... AND GOOD FOR BUSINESS

- Building operating costs can be reduced by as much as 45 percent. By improving natural lighting, heating and cooling, employees can be more comfortable and productive.
- PNC’s gas and electric bills are reduced significantly with an advanced air-cooling system. The technology takes advantage of seasonal pricing by using natural gas in the summer and electricity in winter in select buildings.

Continued on reverse side...

BUSINESS RESPONSIBILITY

PNC has dedicated an experienced and highly educated team of environmental professionals to ensuring that we consistently apply and enhance our environmental practices and policies.

- We conduct environmental inspections of our own facilities.
- Our “preferred vendor” directory identifies suppliers who provide environmentally friendly goods and services, such as furniture and cleaning supplies.

RECYCLING & WASTE REDUCTION

With 25,000 employees in the United States and abroad, PNC strives to reduce our impact on the natural resources that surround us – every day.

- **Recycle paper.** It is reproduced as writing paper, hand towels, tissues and toilet paper.
- Use environmentally friendly **cleaning supplies** and processes.
- **Securely seal used computers** and remove them for resale or environmentally safe disposal.
- Offer our customers **online banking**, which minimizes paper waste.
- A minimum of 50 percent of building construction materials, e.g., structural steel, carpet and cubicle coverings, are made from **“green” and/or recycled materials.**
- Existing buildings on the site of all new major construction projects will be **“deconstructed” rather than demolished** to salvage or reuse a significant amount of materials that would otherwise go to landfills.

ENERGY & WATER CONSERVATION

To nurture and preserve resources, PNC innovative approach reduces electricity and water usage, minimizes utility costs and decreases pollution.

- Fresh air is used as much as possible. During moderate weather seasons, some buildings can be cooled and ventilated with 100 percent outside air.

SHARING SOLUTIONS

PNC enhances its own efforts through various partnerships with influential and respected organizations and initiatives. These affiliations allow us to exchange ideas and solutions to benefit our surroundings, customers, employees and shareholders.

- **Coalition for Environmentally Responsible Economies**
- **Environmental Bankers Association**
- **U.S. Green Building Council**

INVESTING IN THE FUTURE

We advise and support real estate developers to determine the potential for breathing new life into contaminated “brownfield” sites. These investments can help generate jobs, expand business districts, enhance the tax base and prompt environmental land improvements.

FOR MORE INFORMATION

Visit “About Us” section of www.pnc.com

Media Relations: patrick.mcmahon@pnc.com, 412-762-2477

Realty Services: gary.saulson@pnc.com, 412-762-2342

Benefits of the VISA Brand



VISA's Leadership in Commercial Segment

Visa has led the commercial segment for over 15 years

- Over 60% share in card and volume share
- In 2006, merchant acceptance rose 7.6% to 6.3MM merchants

Commercial products are key strategic priorities for Visa

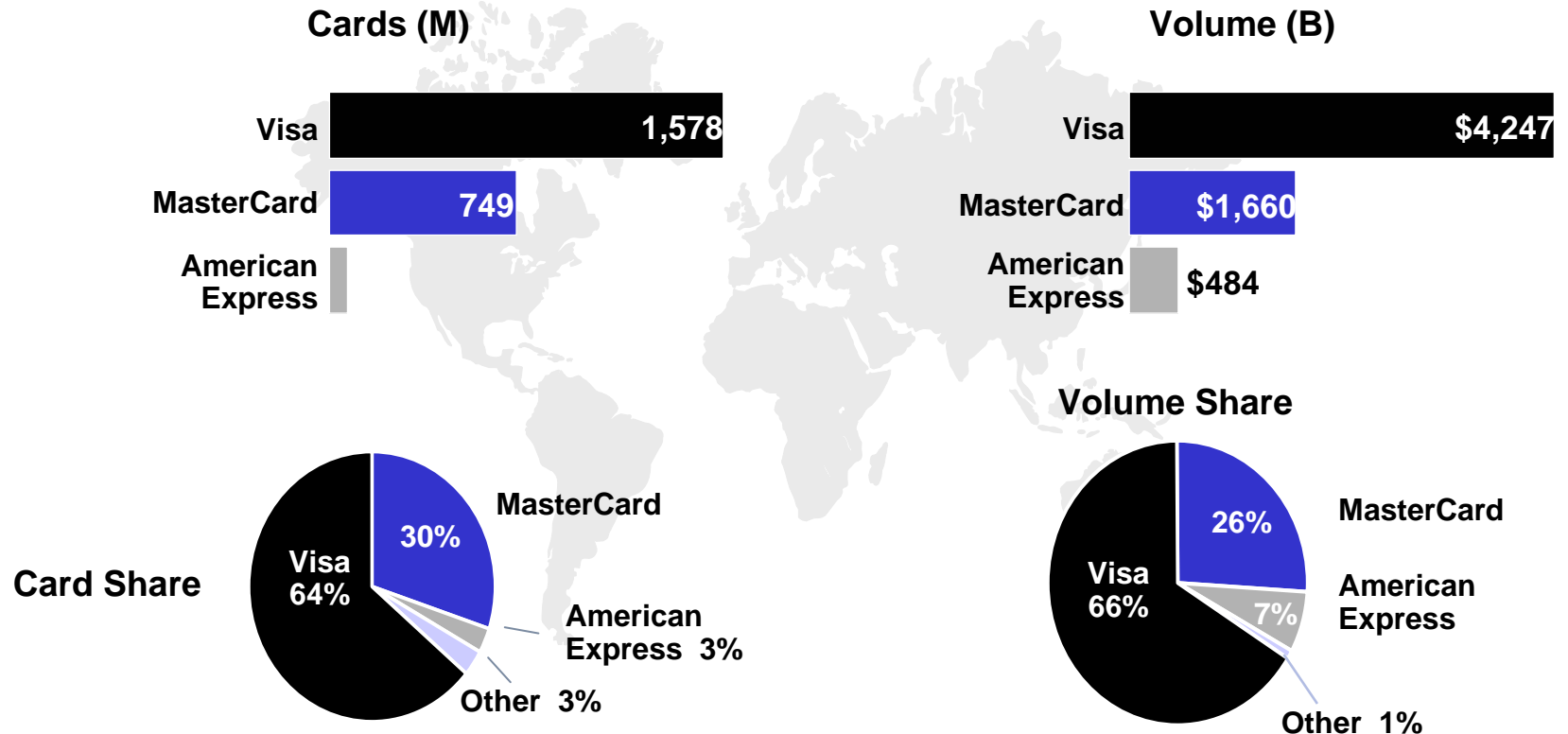
- 13% of global Visa volume
- Critical growth area for coming years – card payment penetration in the commercial arena is under 3% of all payments

Visa Information Management Services

- Best in class reporting capabilities
- Most comprehensive spending and merchant data available
- Leading edge technology and infrastructure

Global Leadership

Visa is the worldwide leader in cards and volume...



Four Quarters Ending 12/31/05; Source: Nilson Report, Issue #853, March 2006; Excludes Visa Interlink and MasterCard Maestro

Visa's Global Processing System - VisaNet



VisaNet Scope

- Operates around the world with real-time synchronization
- 21,000 financial institutions, 24+ million merchant locations and 1.5 billion cardholders connected
- Process electronic payments in 240+ countries and territories

Network and Processing Scope

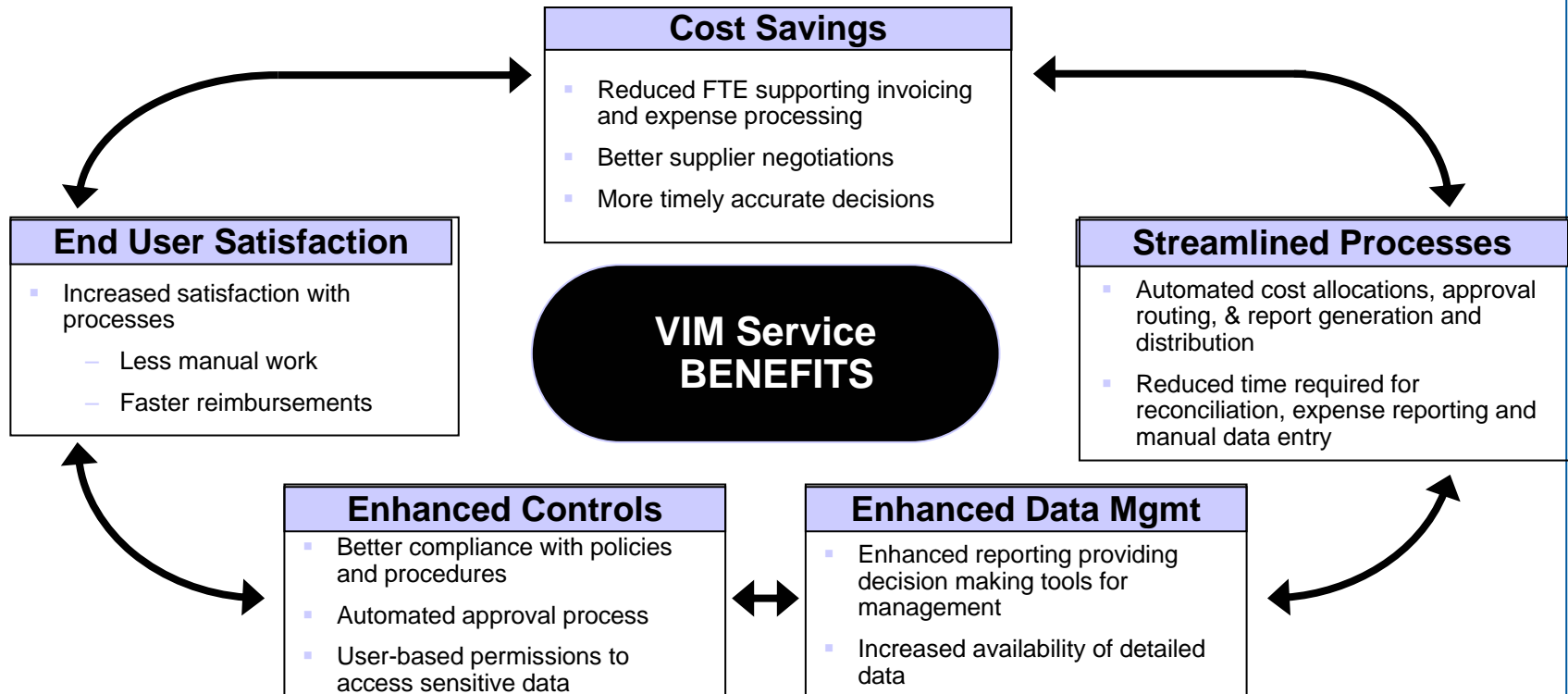
- Transaction round trip = 1.4 seconds
- High speed fiber optic network
- 1,200,000 miles of fiber connecting 1,800+ endpoints
- 7,000 transactions per second with over 100 million transactions a day

Visa Information Management: A Comprehensive Reporting and Information Management Solution

Service	Highlights
Card Management	<ul style="list-style-type: none"> •Commercial card management application •Issue new cards, change limits, cancel cards in real time
Procure-To-Pay Tools	<ul style="list-style-type: none"> •Analytical tools that identify card program opportunities
1099 Tax Reporting	<ul style="list-style-type: none"> •Meet IRS 1099 tax reporting requirements
Visa Socioeconomic Reporting	<ul style="list-style-type: none"> •Merchant demographic data for supplier reporting needs
Visa Information Source	<ul style="list-style-type: none"> •Track, analyze and manage your commercial program •Cost allocation, expense reporting and ad-hoc reporting
Multinational Reporting	<ul style="list-style-type: none"> •Consolidates corporate worldwide spending •Reporting at corporate, subsidiary, and division-levels
Visa Supplier Locator	<ul style="list-style-type: none"> •Locate over 5 million suppliers who accept Visa

Visa Information Management Benefits

Robust easy-to-use online reporting and analytical tools translate into cost savings and increased operating efficiencies



Seamless Third Party Integration and Data Delivery Services

**Automated daily data delivery
Integrates with existing accounting
software and ERP systems**

- Oracle/PeopleSoft, SAP, Paymetric, Quickbooks

Downloadable formats

- CSV, Excel, Tab, Fixed, XML, and other formats

The Oracle logo, consisting of the word "ORACLE" in a bold, red, sans-serif font.The Paymetric logo, which features the word "paymetric" in a white, lowercase, sans-serif font on a red rectangular background.

VIM Product Enhancements

Commitment to building the most robust, easy-to-use and flexible reporting tools available. Product enhancement opportunities primarily center around ease of use and ad hoc reporting capabilities

Recent Enhancements




- Ease of use
 - Cascading drop down menus
 - Clickable links to items requiring action
 - Set up scheduled reports for other users
 - Expanded format options for emailed reports

- Ad hoc reporting capabilities
 - More intuitive file extract capabilities
 - Support for offset entries
 - Custom field headers
 - New field formatting options

Results

- **Improved user navigation for reporting needs**
- **Direct access to items that need attention**
- **Better administrative capabilities**
- **Increased flexibility for ad hoc reporting needs**

Visa Information Management- Robust Data Management and Reporting Tools

Feature:			
# of Standard Spending Reports	90	40	60
Historical data available	25 months	16 months	24 months
# of Merchants for Tax Reporting	5MM	3MM	3.8MM
Languages	10*	14	10**
Email reports	✓		
Schedule reports	✓	✓	
Share reports	✓		
Archive reports	✓		
Turnaround time for data	24- 48 hrs	24- 48 hrs	48-72 hrs




• By Jan 2007

**Language not fully supported in UI and reports




Source: Commercial and Small Business Online Tools Assessment Oct 2005, MasterCard International Press Release Oct 10, 2005, American Express website, <http://corp.americanexpress.com/gcs/cards/us/pc/SupMgmt.aspx>



Visa Card Management – A Feature-rich and Sophisticated Solution




Feature:			
View accounts	✓	✓	✓
Update cardholder information	✓	✓	✓
Update limits and MCC restrictions	✓	✓	✓
Real time account cancellation	✓	✓	✓
Create new card accounts	✓	✓	✓
Issue new plastic	✓		✓
Move cards	✓		✓
Maintain organization structure	✓		✓
Hierarchies/profiles to restrict access	✓		

1099/Socio-Economic Reporting - Best-in-Class Tax Capabilities

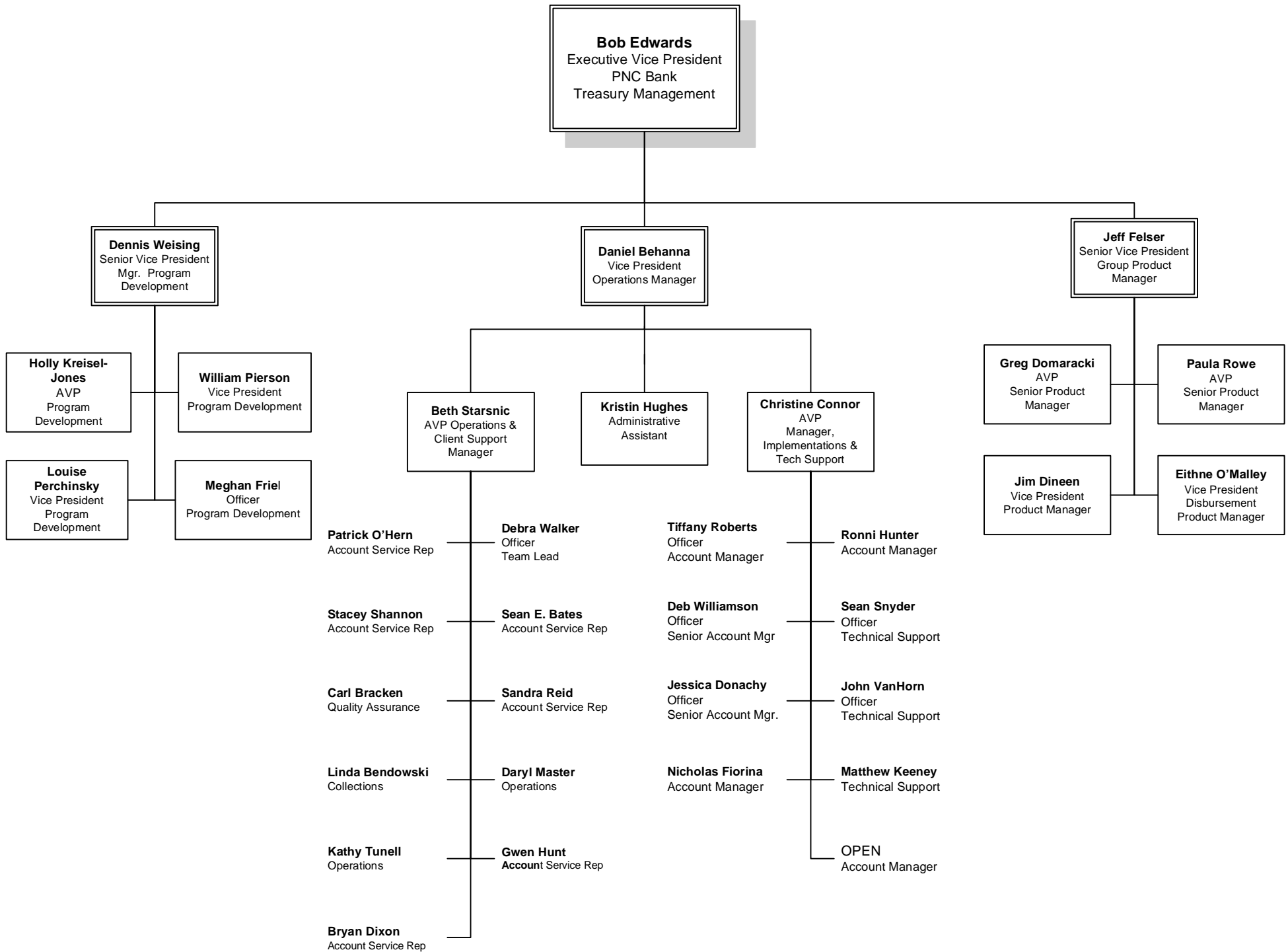
Feature:			
Historical data available	25 months	16 months	24 months
Number of standard reports	23*	5	13*
# of merchants for tax reporting	5 MM	3MM	3.8MM
Socioeconomic reporting	✓	✓	Minority-owned only
Turnaround time for data	24- 48 hrs	24- 48 hrs	48-72 hrs

*NOTE: Visa's reports show more detail and are easier to read. Number of reports includes tax reports outside of US and Canada. Visa offers 20 standard reports as part of enhanced product offering.

Visa Information Source- Greater Flexibility for Users

Feature:			
Standard spending reports	90	40	60
Email reports to multiple users	✓		
File uploads to batch enroll users	✓		
Basic and advanced filter logic	✓		✓
Ability to schedule future reports	✓	✓	
Create expense reports and submit online for approval	✓	✓	
Establish cost allocation profiles	✓	✓	

PNC Bank Commercial Card Services



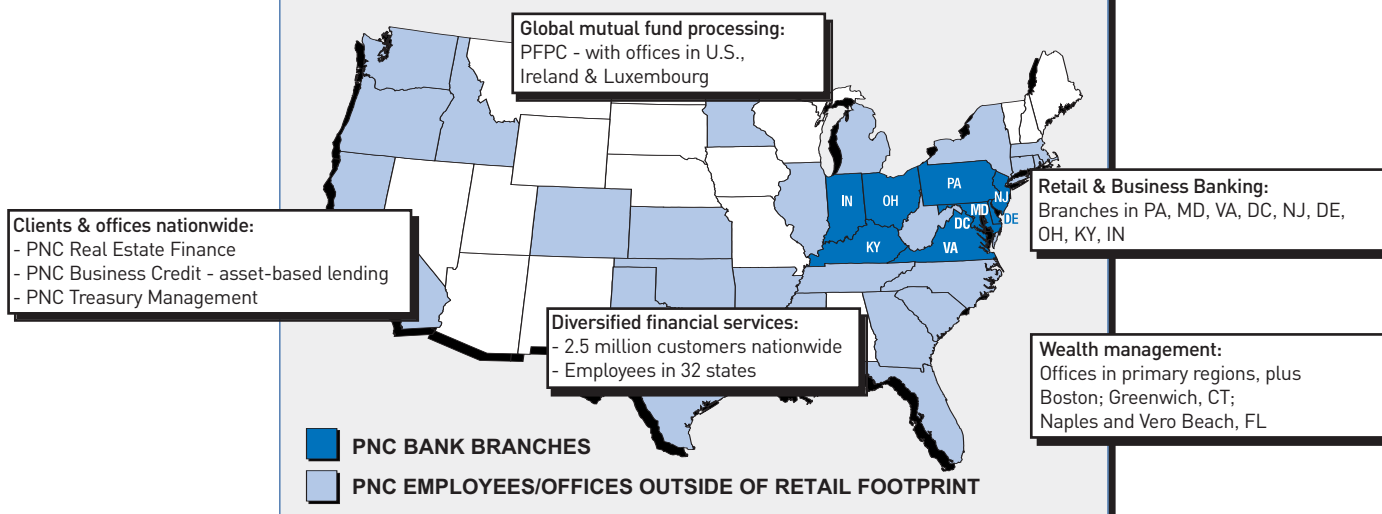
PNC Corporate Profile

The PNC Financial Services Group (NYSE:PNC) is one of the nation's largest financial services companies with assets of \$101.8 billion. PNC has a diversified business mix, which includes a regional banking franchise operating primarily in eight-states and the District of Columbia, specialized financial businesses serving companies and government entities, and leading asset management and fund processing businesses.

News of the quarter: PNC earned all-time record net income of \$2.6 billion, or \$8.73 per share for 2006; growing customers, revenue, average loans and average deposits during the year. PNC's total assets exceeded \$100 billion for the first time, a milestone that further confirms PNC's place among the largest banks in the United States. In addition, PNC was named the highest ranking financial institution for overall small business customer satisfaction by J.D. Power and Associates 2006 Small Business Banking Satisfaction StudySM.

ASSETS	\$101.8 billion	
DEPOSITS	\$66.3 billion	
SHAREHOLDER EQUITY	\$10.8 billion	
ASSETS UNDER MGMT.	\$54 billion	
SENIOR EXECUTIVES	James E. Rohr Joseph C. Guyaux William S. Demchak Richard J. Johnson	Chairman and Chief Executive Officer President Vice Chairman Chief Financial Officer
PRIMARY BUSINESSES	Retail Banking Corporate & Institutional Banking PFPC BlackRock	Consumer and small business banking, individual wealth and institutional investment management Financial services for companies and government agencies Global fund processing services Publicly traded asset management firm (one-third ownership stake)
CUSTOMERS	Approximately 2.5 million consumer and small business customers	
EMPLOYEES	More than 23,800 in 32 U.S. states and abroad	
RETAIL LOCATIONS	PNC Bank branches Brokerage Offices - Hilliard Lyons - PNC Investments	854 in eight states and the District of Columbia Over 70 offices in 12 states 23 offices in six states and the District of Columbia
ATMS	3,600 machines	
TOLL-FREE BANKING	1-888-PNC-BANK	
INTERNET ADDRESS	www.pnc.com	
HEADQUARTERS	249 Fifth Avenue, One PNC Plaza, Pittsburgh, PA 15222	
MAIN TELEPHONE	412-762-2000 or Toll-free 1-877-762-2000	
MEDIA RELATIONS	Brian E. Goerke	Phone: 412-762-4550 E-mail: corporate.communications@pnc.com
INVESTOR RELATIONS	William H. Callihan	Phone: 412-762-8257 E-mail: investor.relations@pnc.com

PNC has a multi-state banking franchise along with specialized businesses that operate regionally, nationally and internationally



BUSINESS LEADERSHIP

Retail Banking

- Leading community bank in PNC major markets
- Top 10 SBA lender in the U.S.
- The nation's seventh-largest bank ATM network
- First and only major U.S. bank with environmentally friendly "green" branches
- One of nation's largest wealth management firms

Corporate & Institutional Banking

- Top 10 Treasury Management business
- Top two lead arranger of middle market loan syndications
- Harris Williams, one of the nation's largest M&A advisory firms for middle market companies

PFPC

- Second largest full-service mutual fund transfer agent in the U.S.

BlackRock

- One of the world's largest publicly traded asset management firms

FINANCIAL SUMMARY

	4Q 2006	4Q 2005
Net Income	\$376 million	\$355 million
Earnings Per Share	\$1.27	\$1.20
Total Loans Outstanding	\$49.5 billion	\$48.5 billion
Total Deposits	\$66.3 billion	\$60.3 billion
Total Assets	\$101.8 billion	\$92.0 billion

COMMUNITY INVOLVEMENT

PNC has a history of investing in the communities it serves. Today PNC is doing more than ever before to improve the health and vitality of neighborhoods throughout its territory.

• **PNC Grow Up Great**

A \$100 million, 10-year investment to improve school readiness among children from birth to age five through public/private collaboration, grants, volunteerism, advocacy, education and awareness.

• **The PNC Foundation**

Awarded nearly \$12 million in grants in 2006 to support education, community development, health and human services and culture and arts initiatives.

• **Community Development**

Through this effort, PNC makes strategic investments that result in affordable places to live, more stable neighborhoods and increased economic opportunities for area residents.

ActivePay Reports

Overview of Available Reports With Screen Shots

Table of Contents

Brief Note on ActivePay Reports	4
Dashboard Reports	5
Dashboard Summary	5
Spend by Vendor	6
Spend by Product	7
Spend by Department	8
Single Transaction Limit Audit – Spend Evasion	9
Spend Reports	10
1099 Supplier Spend	10
Approved Spend	11
Company Billing Statement Report	12
Company GL Memo Statement	13
Forced Capture Report	14
Group Owner Memo Statement	15
Merchant Category Code (MCC) Audit	16
Non-Preferred Supplier Spend	17
Payable Allocation	18
Payables by Barcode Index	19
Purchase Request History	20
Socioeconomic Indicators	21
Spend by Merchant Category Code	22
Spend Monitor	23
Tax Audit	24
Travel Spend	25
Card Reports	26
Cancelled Cards	26
Card Declines	27
Card Request Log	28
Card Spend History	29
Card Status	30
Cards Past Due	31
Organization Reports	32
Organization/General Ledger Audit Log	32
Profile Change Log	33
Extended Transaction Details	34
Services Spend Detail Report	34
Shipping Spend Detail Report	35
Shipping Spend Summary Report	36
General Purchase Spend Summary Report	37
General Purchase Detail Report	38
Hotel Spend Detail Report	39
Hotel Spend Summary Report	40

Airline Spend Detail Report.....	41
Airline Spend Summary Report.....	42
Car Rental Spend Detail Report.....	43
Car Rental Spend Summary Report.....	44
Cardholder Reports	45
Cardholder: My Memo Statement	45
Cardholder: My Purchase Requests	46
Cardholder: My Payable Allocations.....	47

Brief Note on ActivePay Reports

The following pages explain the extensive reporting available in ActivePay. Each report has a set of filters to assist in narrowing down information by dates, employees/cardholders, groups, and more.

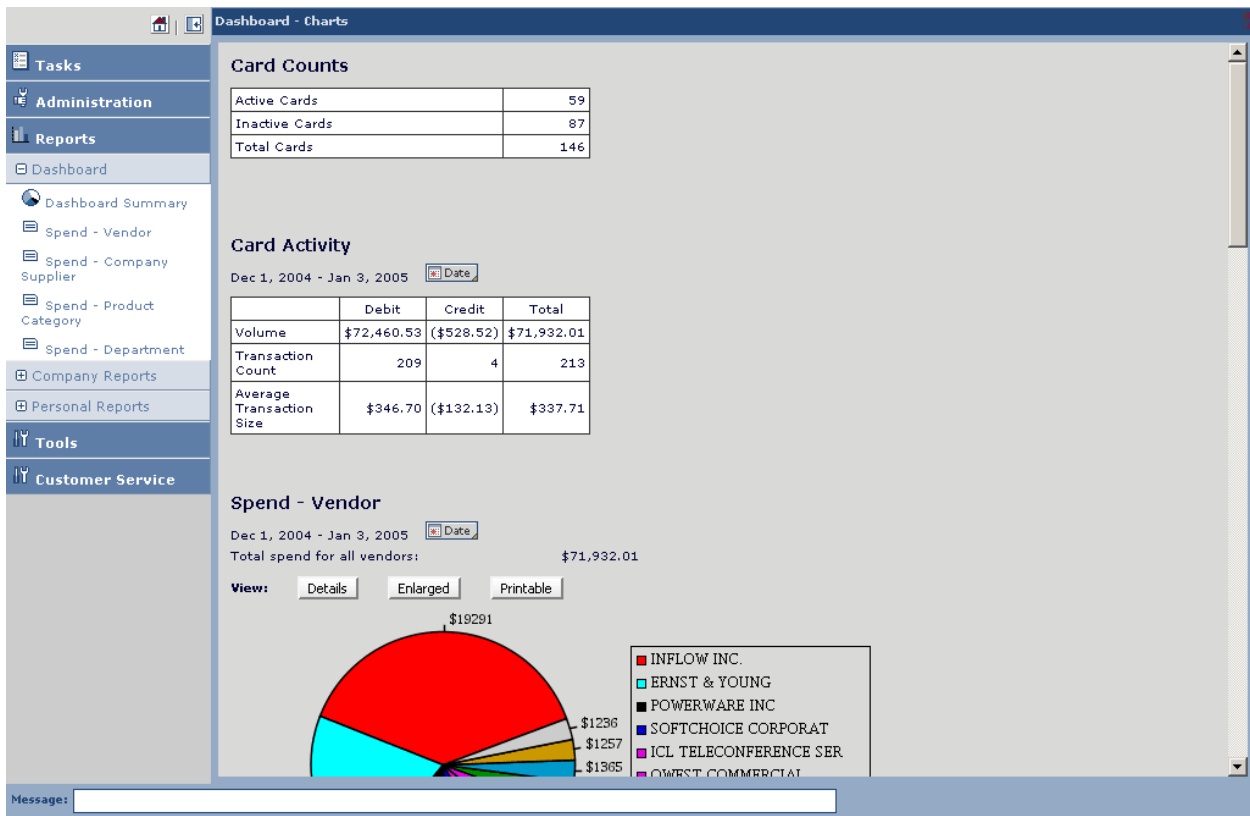
Each report can be downloaded as a Comma-Separated Value (CSV) text file, a Microsoft Excel spreadsheet, or an Adobe Acrobat PDF document.

A Program Administrator, Accountant, or Auditor can generate all reports. Managers can run reports on transaction data within their scope and Cardholders can only run the last four reports in this document.

Dashboard Reports

Dashboard Summary

An overview of the dashboard reports can be filtered by date range and includes easy-to-read pie charts for quick analysis; additional areas of the dashboard can be viewed and downloaded for further analysis.



Spend by Vendor

The Spend by Vendor pie chart shows the Top 10 Merchants cardholders have utilized during a given date range. A detailed table, showing all vendors, displays the number of transactions, average transaction amount, and total purchased—an, ideal overview for negotiating vendor discounts. Each vendor can be viewed separately, to show individual transactions made at that merchant. Both the summary vendor list and the individual transactions can be exported/downloaded from the system.

Create: Purchase Request
Go
Logout

Tasks

Administration

Reports

- Dashboard
- Dashboard Summary
- Card Activity
- Spend - Vendor
- Spend - Product Category
- Spend - Department
- Single TXN Limit Audit
- Company Reports
- Personal Reports

Tools

Spend - Vendor
Oct 29, 2003 - Oct 29, 2004 [edit date range](#)

Total Spend for all Vendors: \$147,516.44 [view details](#) [print chart](#)

Vendor	Spend
HERTZ CAR RENTAL	4,677.31
FEDERAL EXPRESS OVERNIGHT	4,840.49
HILTON HOTELS	4,642.84
AVIS RENT-A-CAR	6,319.38
HERTZ RENT-A-CAR	3,258.21
DOLLAR RENT-A-CAR	3,622.23
KELLY TEMPORARY SERVICES	3,898.92
RITZ-CARLTON HOTELS	3,654.2
TRANS-GLOBAL AIRLINES	4,374.21
FEDERAL EXPRESS FREIGHT I	4,527.86

Spend - Product Category
Oct 29, 2003 - Oct 29, 2004 [edit date range](#)

Total Spend for all Categories: \$147,516.44 [view details](#) [print chart](#)

Create: Purchase Request
Go
Logout

Tasks

Administration

Reports

- Dashboard
- Dashboard Summary
- Card Activity
- Spend - Vendor
- Spend - Product Category
- Spend - Department
- Single TXN Limit Audit
- Company Reports
- Personal Reports

Tools

Spend - Vendor

Dates: 10/29/03 - 10/29/04

Vendor	MCC	Number Transactions	Total Tax	Total Purchased	Average Purchase
HERTZ CAR RENTAL	3400	13	\$0.00	\$6,319.38	\$486.1
FEDERAL EXPRESS OVERNIGHT	4215	7	\$0.00	\$4,840.49	\$691.5
HILTON HOTELS	3600	6	\$0.00	\$4,677.91	\$779.6
AVIS RENT-A-CAR	3400	10	\$0.00	\$4,642.84	\$464.2
HERTZ RENT-A-CAR	3400	9	\$0.00	\$4,527.86	\$503.1
DOLLAR RENT-A-CAR	3400	9	\$0.00	\$4,374.21	\$486.0
KELLY TEMPORARY SERVICES	7360	8	\$0.00	\$3,898.92	\$487.3
RITZ-CARLTON HOTELS	3600	8	\$0.00	\$3,654.20	\$456.7
TRANS-GLOBAL AIRLINES	3100	4	\$0.00	\$3,622.23	\$905.5
FEDERAL EXPRESS FREIGHT I	4215	7	\$0.00	\$3,258.21	\$465.4
AVIS CAR RENTAL	3400	8	\$0.00	\$3,235.84	\$404.4
DAHL OVERNIGHT INC	4215	6	\$0.00	\$3,228.32	\$538.0
DAHL FREIGHT INC	4215	6	\$0.00	\$3,193.54	\$532.2

Viewing 1-100 of 146 items Show 100 per page Page 1 of 2

Employee	Posted Date	Purchase Date	Transaction #	Tax	Total Purchased	Payable Total
VP, Ellen	08/15/04	08/13/04	TXN00001261	\$0.00	\$38.63	\$38.63
Purchaser, Jonathan	06/04/04	06/10/04	TXN00001041	\$0.00	\$63.11	\$63.11
Purchaser, Jonathan	06/04/04	06/03/04	TXN00001034	\$0.00	\$174.13	\$174.13
Cardholder, Nancy	06/04/04	05/30/04	TXN00001096	\$0.00	\$805.02	\$805.02
Cardholder, Nancy	08/17/04	06/24/04	TXN00001183	\$0.00	\$398.84	\$398.84
Cardholder, Nancy	08/17/04	08/16/04	TXN00001221	\$0.00	\$523.63	\$523.63
Cardholder, Mark	06/06/04	06/03/04	TXN00001053	\$0.00	\$144.95	\$144.95
Cardholder, Kathleen	06/06/04	05/04/04	TXN00001070	\$0.00	\$519.74	\$519.74
Cardholder, Kathleen	08/15/04	07/27/04	TXN00001219	\$0.00	\$379.57	\$379.57
Cardholder, Kathleen	08/17/04	08/03/04	TXN00001251	\$0.00	\$888.10	\$888.10
Cardholder, Alan	06/05/04	05/20/04	TXN00001166	\$0.00	\$241.67	\$241.67

Viewing 1-13 of 13 items Show 100 per page Page 1 of 1

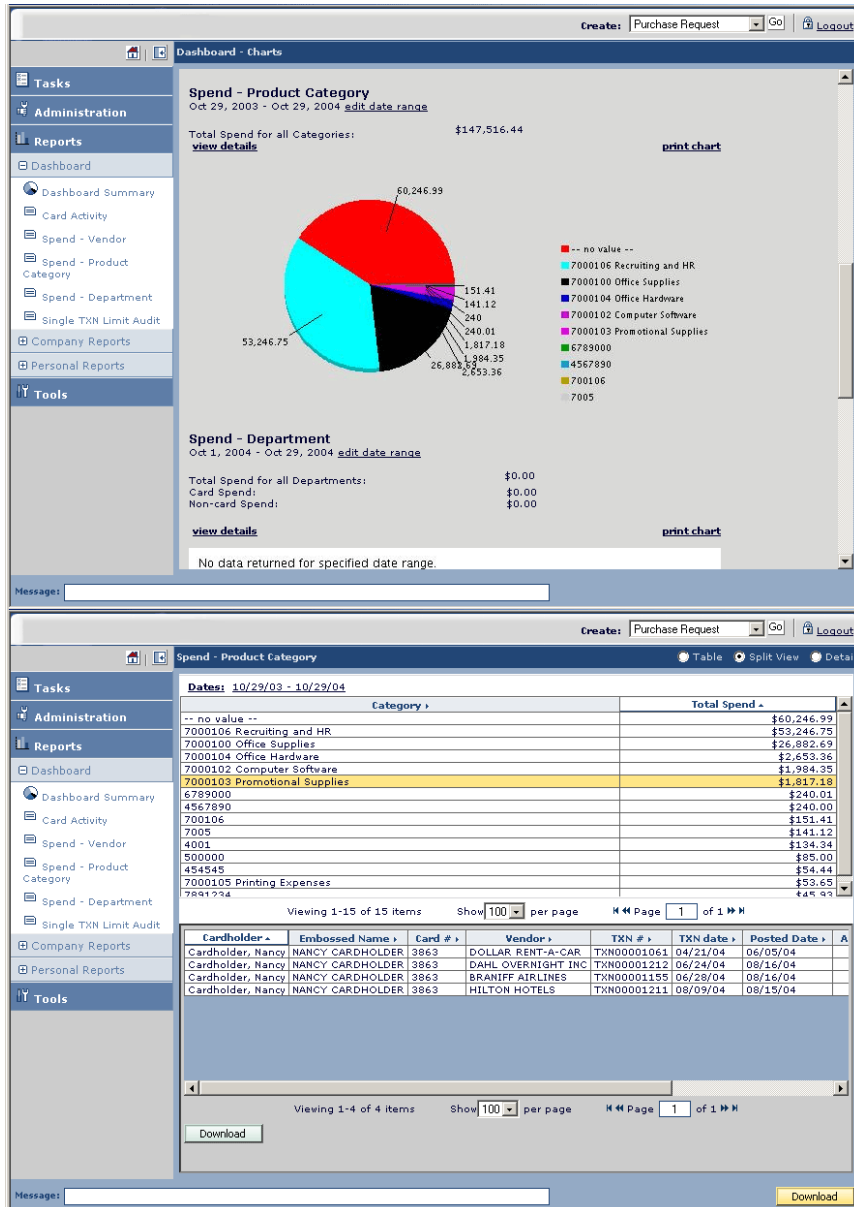
[Download](#)

PNC Bank Confidential

6

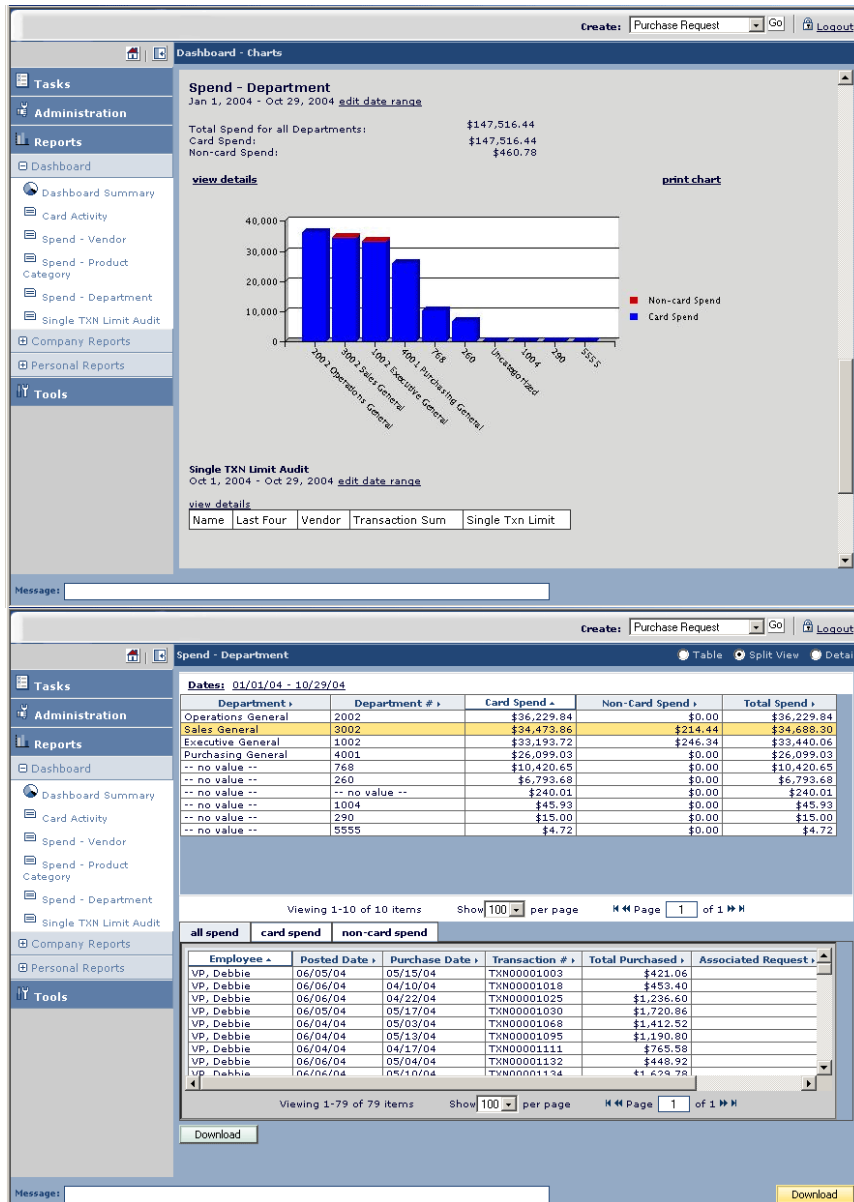
Spend by Product

The Spend by Product report shows amounts allocated to your expense-type general ledger code for the specified date range. A detailed table showing all allocations is available roll-up reporting.



Spend by Department

The Spend by Department graph shows amounts allocated to your cost center accounting code for the specified date range. A detailed table showing all allocations as well as total card and non-card spend (e.g., cash reimbursements) for a complete picture of department-level spending.



Single Transaction Limit Audit – Spend Evasion

As a precautionary measure, this spend evasion table helps you spot suspicious activity or unauthorized spending by showing transactions that are close to a cardholder’s single transaction limit, and made on the same purchase date. This helps Administrators track purchases that may have been split into multiple transactions in order to evade the single transaction limit set on their account.

Create:

Spend - Evasion Table Split View Detail

Tasks

Administration

Reports

- Dashboard
- Dashboard Summary
- Card Activity
- Spend - Vendor
- Spend - Product Category
- Spend - Department
- Single TXN Limit Audit
- Company Reports
- Personal Reports

Tools

Dates: 01/01/04 - 10/29/04

Card Holder Name >	Card Holder Name >	Vendor >	MCC >	Number Transactions >	Total Pur >
Harper, Darrell	1492	POWERWARE INC	5969	2	\$1
Harper, Darrell	1492	ISS	5045	4	\$
Harper, Darrell	1492	COMPUTERS WORTH	5045	2	\$
Stonedpfer, Liane	8171	CORPORATIONS INTERNET	9399	2	\$
Harper, Darrell	1492	ENTERPRISE COMPUTER SOLU	4816	2	\$
AP2, Works2	5119	WEBEX COMMUNICATIONS	7399	2	\$
Stewart, Whitney	8217	PRINT GRAPHICS AUSTIN	7333	2	\$
Stewart, Whitney	8217	HILTON HOTELS	3504	2	\$
Stewart, Whitney	8217	HYATT HOTELS LA JOLLA	3640	2	\$
AP2, Works2	5119	CONFERENCECALL.COM	7399	2	\$
Harper, Darrell	1492	VMWARE INC	7372	2	\$
AP2, Works2	5119	TALENT TREE INC	7361	2	\$
Flores, Alicia	8023	MEGABYTE EXPRESS INC	5943	3	\$
D... Mil...	8047	CAV STATEMAN 1000	5960	2	\$

Viewing 1-40 of 40 items Show 100 per page Page 1 of 1

Employee >	Posted Date >	Purchase Date >	Transaction # >	Tax >	Total Purchased >
Harper, Darrell	05/05/04	05/03/04	TXN00006044	\$0.00	\$7,905.00
Harper, Darrell	05/05/04	05/03/04	TXN00006047	\$0.00	\$8,992.00

Viewing 1-2 of 2 items Show 100 per page Page 1 of 1

Message:

Spend Reports

1099 Supplier Spend

Using ActivePay's Supplier Directory feature, Administrators can mark merchants as "1099-able". Transactions made at merchants that have been marked as a 1099 merchant will appear on this report.

Adobe Reader - [exportfile.pdf]

File Edit View Document Tools Window Help

Open Select Text 91% eBooks Easily share digital photos

1099 Supplier Spend Date Range: 01/09/2004 to 11/09/2004

card holder	transaction description	card number	mcc description	mcc	group	works doc ID	posted date	transaction date	amount
Van Horn, Scott	7 ELEVEN 32191	5085	AUTOMATED FUEL DISPENSER	5542	Implementation Staff	24610434279004108063560	10/06/04	10/04/04	2.61
Vander Stoep, Gary	DELTA AIR 0061078246914	8098	DELTA	3058	Implementation Staff	24717054176581765250046	06/25/04	06/23/04	297.90
Killens, Kevin	DELTA AIR 0061078260027	8163	DELTA	3058	Implementation Staff	24717054176581765139082	06/25/04	06/23/04	295.40
Pickford, John	DELTA AIR 0061174251392	1591	DELTA	3058	Implementation Staff	24717054268582682707414	09/27/04	09/23/04	598.39
Stewart, Whitney	DELTA AIR 0062150239557	8217	DELTA	3058	Sales	24717054136581360068236	05/17/04	05/14/04	452.20
Stewart, Whitney	DELTA AIR 0062150530031	8217	DELTA	3058	Sales	24717054171581710036966	06/21/04	06/18/04	25.00
Stewart, Whitney	DELTA AIR 0062151309258	8217	DELTA	3058	Sales	24717054235582352048750	08/23/04	08/21/04	99.99
O'Hanlon, Kevin	DELTA AIR 0062160109083	0239	DELTA	3058	Sales	24717054254582540213494	09/10/04	09/09/04	307.49
Van Horn, Scott	DELTA AIR 0062160191406	5085	DELTA	3058	Implementation Staff	24717054261582610191225	09/17/04	09/16/04	93.91
Van Horn, Scott	DELTA AIR 0062161753775	5085	DELTA	3058	Implementation Staff	24717054280582800164351	10/06/04	10/05/04	100.00
O'Hanlon, Kevin	DELTA AIR 0062190211002	0239	DELTA	3058	Sales	24717054014580140111101	01/14/04	01/13/04	227.90
O'Hanlon, Kevin	DELTA AIR 0062190864352	0239	DELTA	3058	Sales	24717054014580140065042	01/14/04	01/13/04	188.30
O'Hanlon, Kevin	DELTA AIR 0062191085771	0239	DELTA	3058	Sales	24717054036580360341606	02/06/04	02/04/04	388.90
Stewart, Whitney	DELTA AIR 0062191098538	8217	DELTA	3058	Sales	24717054041580410116746	02/10/04	02/09/04	585.40
Pappas, Mike	DELTA AIR 0062192588705	8247	DELTA	3058	Human Resources	24717054050580500092003	02/19/04	02/18/04	327.90
Van Dusen, Duncan	DELTA AIR 0062192654181	1518	DELTA	3058	Executive	24717054043580430098591	02/12/04	02/11/04	417.40
O'Hanlon, Kevin	DELTA AIR 0062192805046	0239	DELTA	3058	Sales	24717054048580480107313	02/17/04	02/16/04	1100.10
Zacharias, Tom	DELTA AIR 0062194101001	6118	DELTA	3058	Sales	24717054099580990158408	04/08/04	04/07/04	390.18
Stewart, Whitney	DELTA AIR 0062301167857	8217	DELTA	3058	Sales	24717054146581460102390	05/25/04	05/24/04	293.90
Praisner, Todd	DELTA AIR 0062301172870	1674	DELTA	3058	Executive	24717054122581220131620	05/03/04	04/30/04	340.90
Praisner, Todd	DELTA AIR 0062301172871	1674	DELTA	3058	Executive	24717054122581220083763	05/03/04	04/30/04	340.90
Stewart, Whitney	DELTA AIR 0062301421682	8217	DELTA	3058	Sales	24717054129581290123617	05/10/04	05/07/04	856.70

11 x 8.5 in 1 of 2

Approved Spend

View approved Purchase Requests that are either still open or closed for the specified date range. The report also shows the total amount of transactions that have been attached to the requests, including any variance between the amounts requested and the actual amount purchased. As an audit procedure, the report can be used to find cardholders with older requests that have not used their funds.

Adobe Reader - [exportfile[1].pdf]

File Edit View Document Tools Window Help

Open Save Print Copy Paste Select Text 77% View Adobe PDF files while you're on the road

Approved Spend Data Range: 10/01/2004 to 10/29/2004

employee	request status	request ID	request name	approving group	approval date	approved amount	total purchased	variance	payable ID	allocation	amount allocated
Adams, Mark	Request - Closed	REQ01119630	MCA 10/15/04 Friday Snacks	Development	10/19/04	\$23.88	\$23.88	\$0.00	TXN00006805	8060-270	\$23.88
Adams, Mark	Request - Closed	REQ01119646	MCA 10/22/04 Friday Snacks	Development	10/22/04	\$25.55	\$25.55	\$0.00	TXN00006888	8060-270	\$25.55
Adams, Mark	Request - Closed	REQ01119603	MCA 10/8/04 Friday Snacks	Development	10/08/04	\$27.34	\$27.34	\$0.00	TXN00006763	8060-270	\$27.34
AP2, Works2	Awaiting Purchase	REQ01119653	Webex, Oct 2004 Concurrent Lic	Sales	10/27/04	\$1,365.00				8620-260	\$1,365.00
AP2, Works2	Request - Open	REQ01119652	Time Warner Telecom 10/15/04	Internal Operations	10/28/04	\$1,288.17				7050-999	\$1,288.17
AP2, Works2	Awaiting Purchase	REQ01119651	Cwest, Nov 2004, LD & 800, Inv#52952306	Internal Operations	10/28/04	\$814.33				7050-999	\$814.33
AP2, Works2	Awaiting Purchase	REQ01119650	Metrocast, Nov 2004 Pager, INV02550297	Internal Operations	10/28/04	\$145.53				6130-420	\$145.53
AP2, Works2	Request - Open	REQ01119593	Disaster Recovery Project-Acou-Tech	Accounting	10/01/04	\$2,333.00				1620-000	\$2,333.00
AP2, Works2	Awaiting Purchase	REQ01119659	Earthlink, Oct 2004 Nationwide remote dial-in serv	Internal Operations	10/28/04	\$142.60				8620-420	\$142.60
AP2, Works2	Request - Closed	REQ01119624	Zenith Insurance Company-Inv ST062-3901 003	Accounting	10/15/04	\$2,027.00	\$2,027.00	\$0.00	TXN00006827	1310-000	\$2,027.00
AP2, Works2	Request - Closed	REQ01119622	D&B, Credit Check, Srv Fees, INV#5794554-01 09/25/04	Accounting	10/15/04	\$43.25	\$43.25	\$0.00	TXN00006852	6585-700	\$43.25
AP2, Works2	Request - Closed	REQ01119623	Justifacts Credential Verification, Inv 3447	Accounting	10/15/04	\$882.00	\$882.00	\$0.00	TXN00006872-B	6580-600	\$882.00
AP2, Works2	Request - Open	REQ01119621	Data On Call - Inv57931	QA and Delivery	10/14/04	\$545.67				8620-400	\$545.67
AP2, Works2	Request - Closed	REQ01119587	Webex, Sept 2004 Concurrent Lic	Sales	10/04/04	\$1,365.00	\$1,365.00	\$0.00	TXN00006837	8620-260	\$1,365.00

11 x 8.5 in | 1 of 8

Company Billing Statement Report

Download your company billing statement online, which shows all cardholder activity for the specified billing cycle. This electronic statement will match the hardcopy statement and is available the day after your billing cycle closes. Additionally, cardholders and Administrators can run historical reports for up to three years.

Company Billing Statement Data Range: 09/02/2004 to 09/01/2004

Demo Site (SunTrust) 6034 West Courtyard Drive Austin, TX 78730						Total Activity: \$75,835.82 Purchases and Other Charges: \$75,835.82 Credits: \$0.00 Payments: \$0.00		
---	--	--	--	--	--	--	--	--

card holder	card number	group	reference #	posted date	transaction date	transaction description	amount	source amount
VP, Robert Card Number: *8513 Group: Operations								
PURCHASE: \$2,185.57		CASH ADVANCE: \$0.00		CREDIT: \$0.00		TOTAL: \$2,185.57		PAYMENTS: \$0.00
VP, Robert	8513	Operations	82288790631151675 90	08/16/04	07/20/04	AVIS RENT-A-CAR	\$564.11	\$564.11
VP, Robert	8513	Operations	39556286776889661 13	08/17/04	07/13/04	MICROSOFT	\$756.46	189.49 CAD
VP, Robert	8513	Operations	44043450295870814 69	08/15/04	08/04/04	KINKOS	\$8.18	\$8.18
VP, Robert	8513	Operations	25930532481272948 43	08/16/04	08/15/04	MIDWEST AIRLINES	\$363.03	358.50 EUR
VP, Robert	8513	Operations	24310150434135671 21	08/16/04	08/07/04	WORLDWIDE TEMPORARY SERV	\$493.79	152.80 CAD
VP, Ellen Card Number: *5205 Group: Purchasing								
PURCHASE: \$8,016.36		CASH ADVANCE: \$0.00		CREDIT: \$0.00		TOTAL: \$8,016.36		PAYMENTS: \$0.00
VP, Ellen	5205	Purchasing	32843255475179874 54	08/15/04	08/23/04	PACIFIC BELL	\$822.10	292.99 MKN
VP, Ellen	5205	Purchasing	6387264724641198 62	08/16/04	08/28/04	FEDERAL EXPRESS OVERNIGHT	\$845.77	\$845.77
VP, Ellen	5205	Purchasing	63013204002392008 07	08/15/04	08/04/04	HYATT HOTELS	\$866.54	\$866.54
VP, Ellen	5205	Purchasing	44155262331542621 1	08/17/04	07/17/04	WASTE MANAGEMENT	\$806.05	276.89 MKN
VP, Ellen	5205	Purchasing	71383103146482384 02	08/15/04	08/23/04	AVIS RENT-A-CAR	\$812.87	\$812.87
VP, Ellen	5205	Purchasing	50617388959967539 72	08/15/04	08/21/04	AMERICAN ELECTRICAL	\$813.15	788.25 MKN
VP, Ellen	5205	Purchasing	20252144428424917 77	08/16/04	07/27/04	HILTON HOTELS	\$548.75	\$548.75

Company GL Memo Statement

This version of your company billing statement includes detailed information on allocations assigned for each transaction, as well as comments entered on the individual transaction records.

Company GL Memo Statement Date Range: 09/02/2004 to 09/01/2004

Demo Site (SunTrust) 6034 West Courtyard Drive Austin, TX 78730							Total Activity: \$75,835.82 Purchases and Other Charges: \$0.00 Credits: \$0.00		
card holder	card number	group	reference #	posted date	transaction date	transaction description	amount	source amount	document ID
Card Number: 2250 Group: Executive PURCHASE: \$0.00 CASH ADVANCE: \$0.00 CREDIT: \$0.00 TOTAL: \$7,549.48									
Accountant, Richard	2250	Executive	1859442849854310233	06/16/04	07/15/04	CINTAS	\$463.86	\$463.86	TXN00001159
							allocation: 123-1231-1212121-1212121212-	amount:	\$456.68
							allocation: 123-1231-1212121-1212121212-	amount:	\$7.18
							comment: Accountant, Richard		
							comment: 2250		
Accountant, Richard	2250	Executive	2125505716860315718	06/17/04	07/10/04	FEDERAL EXPRESS OVERNIGHT	\$840.39	\$840.39	TXN00001168
							allocation: 100-1002-7000100--	amount:	\$472.60
							allocation: 100-1002-7000100--	amount:	\$367.79
							comment: Accountant, Richard		
							comment: 2250		
Accountant, Richard	2250	Executive	7897019618609372106	06/16/04	07/04/04	AT&T WIRELESS	\$20.04	\$20.04	TXN00001170
							allocation: 100-1002---	amount:	\$18.67
							allocation: 100-1002---	amount:	\$1.37
							comment: 2250		
							comment: Accountant, Richard		
Accountant, Richard	2250	Executive	5843628685328453662	06/16/04	07/13/04	MIDWEST AIRLINES	\$750.15	\$263.40	TXN00001172
							allocation: 100-1002-7000106--	amount:	\$666.69
							allocation: 100-1002-7000106--	amount:	\$83.46
							comment: Accountant, Richard		

Forced Capture Report

When a merchant has authorized a Purchasing Card at the point-of-sale, the bank will send an Approval Code to the merchant verifying that the transaction is valid. In some cases, per Visa rules and regulations, a merchant can force an authorization to make a transaction. If this occurs, the transaction can be audited through this report.

Adobe Reader - [exportfile[1].pdf]

File Edit View Document Tools Window Help

Open Select Text 77% Easily share digital photos

Bookmarks Signatures Layers Pages

Forced Capture Data Range: 10/29/2003 to 10/29/2004

card holder	card number	group	reference #	posted date	transaction date	transaction description	MCC	amount	floor limit amount	floor limit category	source amount	source currency	authorization code
Guajardo, Lupe	1617	Internal Operations	2469566402190000100035	01/22/04	01/20/04	MEGABYTE EXPRESS INC	5943	166.14	0.00		166.14	USD	
Guajardo, Lupe	1617	Internal Operations	24129424023023402856051	01/26/04	01/23/04	AUSTIN BILLIARDS	7932	135.31	0.00		135.31	USD	
Guajardo, Lupe	1617	Internal Operations	24399004030138000076898	02/02/04	01/29/04	RED LOBSTER US00082406	5812	50.00	0.00		50.00	USD	
Guajardo, Lupe	1617	Internal Operations	24792624033200095162018	02/03/04	02/02/04	INTERNAL CONTROL SYSTEMS	5199	266.30	0.00		266.30	USD	
Guajardo, Lupe	1617	Internal Operations	24323014023118022010031	01/26/04	01/22/04	TDINDUSTRIES	1711	589.97	0.00		589.97	USD	
Guajardo, Lupe	1617	Internal Operations	24695664027900013800013	01/26/04	01/26/04	MEGABYTE EXPRESS IINC	5943	107.17	0.00		107.17	USD	
Guajardo, Lupe	1617	Internal Operations	24781974028274278010115	01/29/04	01/27/04	SUNTORY AUSTIN #73543	5999	1407.48	0.00		1407.48	USD	
Guajardo, Lupe	1617	Internal Operations	24323014028117027010041	01/29/04	01/27/04	PLANT INTERSCAPES	780	69.27	0.00		69.27	USD	
Guajardo, Lupe	1617	Internal Operations	24326644029357006010028	01/30/04	01/28/04	SHRED-IT AUSTIN	7399	225.00	0.00		225.00	USD	
Guajardo, Lupe	1617	Internal Operations	24326644029357006010036	01/30/04	01/28/04	SHRED-IT AUSTIN	7399	90.00	0.00		90.00	USD	
Guajardo, Lupe	1617	Internal Operations	24224434121308354300107	04/30/04	04/29/04	PIT, THE	5812	47.27	0.00		47.27	USD	
Guajardo, Lupe	1617	Internal Operations	24323014125250737010027	05/05/04	05/03/04	CANDLEWOOD AUSTIN NW	7011	144.90	0.00		144.90	USD	
Guajardo, Lupe	1617	Internal Operations	24236274125401240010014	05/05/04	05/03/04	ABC MOVING	4214	9718.00	0.00		9718.00	USD	
Guajardo, Lupe	1617	Internal Operations	24781974141274318010093	05/21/04	05/20/04	SUNTORY AUSTIN #73543	5999	1527.11	0.00		1527.11	USD	
Guajardo, Lupe	1617	Internal Operations	24323014138117138010035	05/19/04	05/17/04	PLANT INTERSCAPES	780	69.27	0.00		69.27	USD	
Guajardo, Lupe	1617	Internal Operations	24323014140524/04	05/24/04	05/20/04	TDINDUSTRIES	1711	732.09	0.00		732.09	USD	

11 x 8.5 in 14 of 79

Group Owner Memo Statement

Users who are designated as Group Owners for a portion of your organization's hierarchy can use this memo statement to view all transaction activity for cardholders under their management. This report is ideal for managers who have several sub-groups reporting to them.

Group Owner Memo Statement Date Range: 10/06/2004 to 11/09/2004

Works Operating Company 6034 W. Courtyard Drive Austin, TX 78730-5032						Total Activity: \$3,318.17 Purchases and Other Charges: \$3,318.17 Credits: \$0.00 Payments: \$0.00		
---	--	--	--	--	--	--	--	--

card holder	card number	group	reference #	posted date	transaction date	transaction description	amount	source amount
Typhair, Lemuel Card Number: *5127 Group: Internal Operations								
PURCHASE: \$292.22		CASH ADVANCE: \$0.00		CREDIT: \$0.00		TOTAL: \$292.22		PAYMENTS: \$0.00
Typhair, Lemuel	5127	Internal Operations	24492804292118000100369	10/19/04	10/18/04	EXPRESS DS	\$30.68	\$30.68
Typhair, Lemuel	5127	Internal Operations	24248514294957073707485	10/21/04	10/18/04	NEWEGG COMPUTERS	\$261.54	\$261.54
Harper, Darrell Card Number: *1492 Group: Internal Operations								
PURCHASE: \$2,925.95		CASH ADVANCE: \$0.00		CREDIT: \$0.00		TOTAL: \$2,925.95		PAYMENTS: \$0.00
Harper, Darrell	1492	Internal Operations	24072804283286999400012	10/20/04	10/19/04	RIPPE KINGSTON/CONEXIO	\$1,678.42	\$1,678.42
Harper, Darrell	1492	Internal Operations	24275304300957041600018	10/26/04	10/25/04	INDUSTRIAL SYSTEMS	\$207.39	\$207.39
Harper, Darrell	1492	Internal Operations	24483984280170199500563	10/06/04	10/04/04	SPECIALIZED PRODUCTS CO.	\$172.06	\$172.06
Harper, Darrell	1492	Internal Operations	24482154282769010136306	10/08/04	10/07/04	FRY'S ELECTRONICS #22	\$32.44	\$32.44
Harper, Darrell	1492	Internal Operations	24610434282004085426363	10/11/04	10/07/04	HEB GROCERY #299	\$24.05	\$24.05
Harper, Darrell	1492	Internal Operations	24682184285000180683890	10/13/04	10/11/04	CONTAINERSTORE AUSTINTX	\$19.42	\$19.42
Harper, Darrell	1492	Internal Operations	24418004288286122171109	10/13/04	10/11/04	PRINTINGFORLESS.COM	\$39.00	\$39.00
Harper, Darrell	1492	Internal Operations	24418004287267146362608	10/14/04	10/12/04	PRINTINGFORLESS.COM	\$169.45	\$169.45
Harper, Darrell	1492	Internal Operations	24138294288327351781772	10/15/04	10/13/04	LOWE'S #1727	\$30.18	\$30.18
Harper, Darrell	1492	Internal Operations	24610434289010174167274	10/18/04	10/14/04	THE HOME DEPOT #20	\$69.32	\$69.32

Merchant Category Code (MCC) Audit

Merchants are assigned a Merchant Category Code that represents the type of spend that is likely to occur with that vendor. Administrators can audit certain MCCs and can use the MCC Audit report to view transactions that occurred at merchants with audited MCCs. This will assist Administrators in analyzing spend at questionable MCCs and determine whether the transaction was valid or not.

Adobe Reader - [exportfile[1].pdf]

File Edit View Document Tools Window Help

Open Save Print Copy Paste Select Text 77% Create documents anyone can open

MCC Audit Data Range: 09/02/2004 to 09/01/2004

card holder	card number	group	posted date	transaction date	reference #	transaction description	mcc	amount
Accountant, Richard	2250	Executive	08/16/04	07/04/04	7697019618609372105	AT&T WIRELESS	7531	20.04
Accountant, Richard	2250	Executive	08/16/04	07/13/04	584362965328453682	MIDWEST AIRLINES	3100	750.15
Accountant, Richard	2250	Executive	08/17/04	07/02/04	2027075535381959363	PITNEY BOWES	3600	304.42
Accountant, Richard	2250	Executive	08/17/04	06/08/04	5472105391632982574	3M PRODUCTS	3400	312.52
Accountant, Richard	2250	Executive	08/15/04	07/27/04	4257925196167906775	WYNDHAM HOTELS	3600	170.74
Accountant, Richard	2250	Executive	08/17/04	07/13/04	5439677931397872511	SIR SPEEDY	3100	88.27
Accountant, Richard	2250	Executive	08/17/04	07/07/04	3745941215952948057	SUN MICRO	3600	136.64
Accountant, Richard	2250	Executive	08/17/04	08/16/04	2825821584753308156	HERTZ CAR RENTAL	3400	865.74
Accountant, Richard	2250	Executive	08/17/04	08/16/04	7459267158624912440	HILTON HOTELS	3600	789.67
Accountant, Richard	2250	Executive	08/16/04	07/17/04	7501968702001670441	TRANS-GLOBAL AIRLINES	3100	889.27
Accountant, Richard	2250	Executive	08/16/04	07/22/04	7904430565210216327	GENERAL ELECTRIC	3100	565.07
Accountant, Richard	2250	Executive	08/15/04	08/10/04	8140980252056498377	HYATT HOTELS	3600	728.47
Cardholder, Alan	2341	Sales	08/16/04	06/29/04	8027708903372425632	DOLLAR CAR RENTAL	3400	7.27
Cardholder, Alan	2341	Sales	08/17/04	06/09/04	8074192954415362439	BOISE CASCADE	3400	16.53
Cardholder, Alan	2341	Sales	08/15/04	08/05/04	4884375880545131866	HOME DEPOT	3600	39.35
Cardholder, Alan	2341	Sales	08/16/04	07/17/04	1817618171782293953	HILTON HOTELS	3600	747.04
Cardholder, Alan	2341	Sales	08/15/04	07/23/04	982157030911478315	BRANIFF AIRLINES	3100	36.28
Cardholder, Alan	2341	Sales	08/17/04	08/13/04	8577565867094498743	HYATT HOTELS	3600	192.54
Cardholder, Alan	2341	Sales	08/16/04	07/11/04	5968919624548276945	HILTON HOTELS	3600	741.36
Cardholder, Kathleen	7593	Operations	08/16/04	07/20/04	756326908124089063	FASTSIGNS	6011	735.34
Cardholder, Kathleen	7593	Operations	08/15/04	08/26/04	5875926143062812235	KELLY SHORT-TERM STAFFING	7360	40.51
Cardholder, Kathleen	7593	Operations	08/17/04	07/05/04	4457967039886515	WASTE	5718	332.82

11 x 8.5 in 1 of 3

Non-Preferred Supplier Spend

In the ActivePay Supplier Directory, merchants can be marked as “preferred;” any transactions made at merchants not included on that list will appear in this report.

Adobe Reader - [exportfile-1.pdf]

File Edit View Document Tools Window Help

Open Save Print Copy Paste Select Text 91% eBooks Easily share digital photos

Non-preferred Supplier Spend Date Range: 08/06/2004 to 09/06/2004

card holder	transaction description	card number	mcc description	mcc	group	works doc ID	posted date	transaction date	amount
Harper, Darrell	A BETTER VIEW GLASS CO	1492	AUTOMOTIVE REPAIR SHOPS (NON-DEALER)	7538	Internal Operations	24559224221000912320052	08/09/04	08/03/04	324.75
AP2, Works2	ACCU DATA SYSTEMS INC	5119	COMPUTER SOFTWARE STORES	5734	Works AP	24323014244117036010014	09/01/04	08/30/04	7810.24
Button, Jim	ADVANTAGE RENT A CAR #101	5192	AUTOMOBILE RENTAL AGENCY	7512	Executive	24610434237004101096832	08/25/04	08/23/04	197.67
Harper, Darrell	ALTEX ELECTRONICS AUSTIN	1492	COMPUTER SOFTWARE STORES	5734	Internal Operations	24792624246221286000034	09/03/04	09/02/04	55.49
Button, Jim	AMERICAN AIR0011166930048	5192	AMERICAN AIRLINES	3001	Executive	24036214226661900171895	08/16/04	08/12/04	323.89
O'Hanlon, Kevin	AMERICAN AIR0011170288773	0239	AMERICAN AIRLINES	3001	Sales	24036214238661900048644	08/26/04	08/24/04	625.38
Button, Jim	AMERICAN AIR0011171613294	5192	AMERICAN AIRLINES	3001	Executive	24036214247601900131340	09/06/04	09/02/04	357.88
Pickford, John	AMERICAN AIR0012132831513	1591	AMERICAN AIRLINES	3001	Implementation Staff	24036214233149060147328	08/23/04	08/19/04	835.40
Zacharias, Tom	AMERICAN AIR0012133173214	9748	AMERICAN AIRLINES	3001	Sales	24036214246149060162397	09/03/04	09/01/04	416.80
Stewart, Whitney	AMERWESTAIR 4012160122192	8217	AMERICA WEST	3253	Sales	2479262422764200094750	08/16/04	08/13/04	259.90
Stewart, Whitney	AMOCO OIL 04245478	8217	SERVICE STATIONS (WITH OR WITHOUT ANCILLARY SERVICES)	5541	Sales	24164074219683218970082	08/09/04	08/05/04	22.02
Stewart, Whitney	AMPCO - AUSTIN BERGSTROM	8217	PARKING LOTS AND GARAGES	7523	Sales	24418004240240081119604	08/30/04	08/28/04	29.00
O'Hanlon, Kevin	AMPCO - AUSTIN BERGSTROM	0239	PARKING LOTS AND GARAGES	7523	Sales	24418004240240081079709	08/30/04	08/27/04	15.00
Pickford, John	AMPCO - AUSTIN BERGSTROM	1591	PARKING LOTS AND GARAGES	7523	Implementation Staff	24418004245245058168307	09/02/04	08/31/04	18.00
Stewart, Whitney	AMY'S ICE CREAM	8217	EATING PLACES AND RESTAURANTS	5812	Sales	24323004246263848013082	09/03/04	08/31/04	5.95
Stewart, Whitney	ARMADILLO CAFE AND CANTIN	8217	EATING PLACES AND RESTAURANTS	5812	Sales	24418004223223105641507	08/11/04	08/09/04	9.63
Stewart, Whitney	ARMADILLO CAFE AND	8217	EATING PLACES AND	5812	Sales	2441800421921916267797	08/09/04	08/05/04	8.55

11 x 8.5 in 1 of 9 Downloads Complete All files have finished downloading.

Payable Allocation

Use this report to review allocation details for transactions and reimbursements, including payables that are still awaiting cardholder and manager signoff, transaction awaiting accounting closure, as well as transactions that have been exported from the system. Transactions and reimbursements are shown with the allocations assigned and their current status within ActivePay. A version of this report is also available in as a pure export file with additional fields for greater detail.

Adobe Reader - [exportfile[1].pdf]

File Edit View Document Tools Window Help

Open Save Print Search Select Text 77% Use electronic forms instead of paper

Payable Allocation Date Range: 10/29/2003 to 10/29/2004

employee	purchase date	posted date	document number	parent request name	po number	payable status	vendor	allocation description	GL column	allocated amount
Accountant, Richard	06/07/04	06/04/04	TXN00001117			Awaiting Sign-Off	HERTZ RENT-A-CAR	HERTZ RENT-A-CAR - Purchase	100-1002-7000106--	27.01
Accountant, Richard	06/07/04	06/04/04	TXN00001117			Awaiting Sign-Off	HERTZ RENT-A-CAR	HERTZ RENT-A-CAR - Purchase	100-1002-7000106--	305.15
Accountant, Richard	08/08/04	08/17/04	TXN00001182			Awaiting Sign-Off	USPS FREIGHT INC	USPS FREIGHT INC - Purchase	100-1002-7000100--	110.04
Accountant, Richard	08/08/04	08/17/04	TXN00001182			Awaiting Sign-Off	USPS FREIGHT INC	USPS FREIGHT INC - Purchase	100-1002-7000100--	138.89
Accountant, Richard	08/10/04	08/15/04	TXN00001187			Awaiting Sign-Off	HYATT HOTELS	HYATT HOTELS - Purchase	100-1002---	10.37
Accountant, Richard	08/10/04	08/15/04	TXN00001187			Awaiting Sign-Off	HYATT HOTELS	HYATT HOTELS - Purchase	100-1002---	716.10
Accountant, Richard	07/02/04	08/17/04	TXN00001198			Awaiting Sign-Off	PITNEY BOWES	PITNEY BOWES - Purchase	100-1002---	152.15
Accountant, Richard	07/02/04	08/17/04	TXN00001198			Awaiting Sign-Off	PITNEY BOWES	PITNEY BOWES - Purchase	100-1002---	152.27
Accountant, Richard	08/08/04	08/17/04	TXN00001200			Awaiting Sign-Off	3M PRODUCTS	3M PRODUCTS - Purchase	100-1002-7000106--	57.03
Accountant, Richard	08/08/04	08/17/04	TXN00001200			Awaiting Sign-Off	3M PRODUCTS	3M PRODUCTS - Purchase	100-1002-7000106--	255.49
Accountant, Richard	07/27/04	08/15/04	TXN00001216			Awaiting Sign-Off	WYNDHAM HOTELS	WYNDHAM HOTELS - Purchase	100-1002---	13.50
Accountant, Richard	07/27/04	08/15/04	TXN00001216			Awaiting Sign-Off	WYNDHAM HOTELS	WYNDHAM HOTELS - Purchase	100-1002---	157.24
Accountant, Richard	08/16/04	08/17/04	TXN00001249			Awaiting Sign-Off	HILTON HOTELS	HILTON HOTELS - Purchase	100-1002---	125.72
Accountant, Richard	08/16/04	08/17/04	TXN00001249			Awaiting Sign-Off	HILTON HOTELS	HILTON HOTELS - Purchase	100-1002---	663.95
Accountant, Richard	07/17/04	08/15/04	TXN00001253			Awaiting Sign-Off	KELLY TEMPORARY STAFFING	KELLY TEMPORARY STAFFING - Purchase	100-1002---	19.38
Accountant, Richard	07/17/04	08/15/04	TXN00001253			Awaiting Sign-Off	KELLY TEMPORARY STAFFING	KELLY TEMPORARY STAFFING - Purchase	100-1002---	377.92
Accountant, Richard	07/17/04	08/16/04	TXN00001255			Awaiting Sign-Off	TRANS-GLOBAL AIRLINES	TRANS-GLOBAL AIRLINES - Purchase	100-1002-7000106--	50.80
Accountant, Richard	07/17/04	08/16/04	TXN00001255			Awaiting Sign-Off	TRANS-	TRANS-	100-1002-	816.47

11 x 8.5 in 1 of 20

Payables by Barcode Index

Organizations who use imaging systems that require barcodes in reports will be able to link images of receipts back to the statement record the transaction appeared on.

Adobe Reader - [exportfile.pdf]

File Edit View Document Tools Window Help

Save a Copy Search Select 91% Adobe Reader 7.0

Pages

Payables By Barcode Index Date Range: 05/01/2005 to 05/24/2005

Demo Site (Van Hom) Total \$51,881.07

card holder	card number	group	reference #	posted date	transaction date	transaction description	document ID	document amount	amount	source amount
Barcode:										
Cardholder, Alan	2341	Sales	1130864503320 665503	05/20/05	03/28/05	DOLLAR CAR RENTAL	TXN00001774	\$642.23	\$642.23	\$642.23
Cardholder, Alan	2341	Sales	1194799405376 242677	05/20/05	04/12/05	HILTON HOTELS	TXN00001755	\$339.40	\$339.40	529.32 MXN
Cardholder, Alan	2341	Sales	1265343608221 273084	05/20/05	03/26/05	SIMPLEXGRINN ELL	TXN00001737	\$593.03	\$593.03	\$593.03
Cardholder, Alan	2341	Sales	1395769930625 597322	05/20/05	04/12/05	RITZ-CARLTON HOTELS	TXN00001757	\$951.10	\$951.10	\$951.10
Cardholder, Alan	2341	Sales	1542391246577 665202	05/20/05	04/26/05	HILTON HOTELS	TXN00001804	\$130.24	\$130.24	100.02 CAD
Cardholder, Alan	2341	Sales	2054151350097 434358	05/20/05	04/17/05	WASTE MANAGEMENT	TXN00001741	\$599.19	\$599.19	\$599.19
Cardholder, Alan	2341	Sales	2285558802856 364426	05/20/05	03/26/05	GENERAL ELECTRIC	TXN00001750	\$995.47	\$995.47	113.41 MXN
Cardholder, Alan	2341	Sales	2393415678831 309711	05/20/05	04/07/05	KELLY TEMPORARY STAFFING	TXN00001713	\$133.52	\$133.52	32.81 EUR
Cardholder, Alan	2341	Sales	2519019299234 332100	05/20/05	04/25/05	HERTZ CAR RENTAL	TXN00001790	\$459.78	\$459.78	\$459.78
Cardholder, Alan	2341	Sales	2579724727615 991249	05/20/05	05/13/05	DAHL FREIGHT INC	TXN00001809	\$566.87	\$566.87	\$566.87
Cardholder, Alan	2341	Sales	3053716550642 510713	05/20/05	04/02/05	HERTZ RENT-A-CAR	TXN00001738	\$146.51	\$146.51	\$146.51
Cardholder, Alan	2341	Sales	3550763815005 967486	05/20/05	04/23/05	SAFETY-KLEEN	TXN00001794	\$997.44	\$997.44	\$997.44
Cardholder, Alan	2341	Sales	3697876205807 03015	05/20/05	04/25/05	DUNN BRADSTREET	TXN00001759	\$844.81	\$844.81	\$844.81
Cardholder, Alan	2341	Sales	4187456847567 009289	05/20/05	04/17/05	WORLDWIDE TEMPORARY SERVI	TXN00001765	\$942.58	\$942.58	\$942.58
Cardholder, Alan	2341	Sales	4193488555943 558612	05/20/05	05/17/05	LEXMARK	TXN00001786	\$900.46	\$900.46	\$900.46
Cardholder, Alan	2341	Sales	4511396045254 457113	05/20/05	04/21/05	GE SUPPLY	TXN00001733	\$543.60	\$543.60	\$543.60
Cardholder, Alan	2341	Sales	4781040605424 847605	05/20/05	05/05/05	TRANE	TXN00001752	\$823.00	\$823.00	\$823.00
Cardholder, Alan	2341	Sales	5275976411877 323330	05/20/05	04/15/05	WORLDWIDE SHORT-TERM	TXN00001764	\$643.69	\$643.69	718.25 EUR

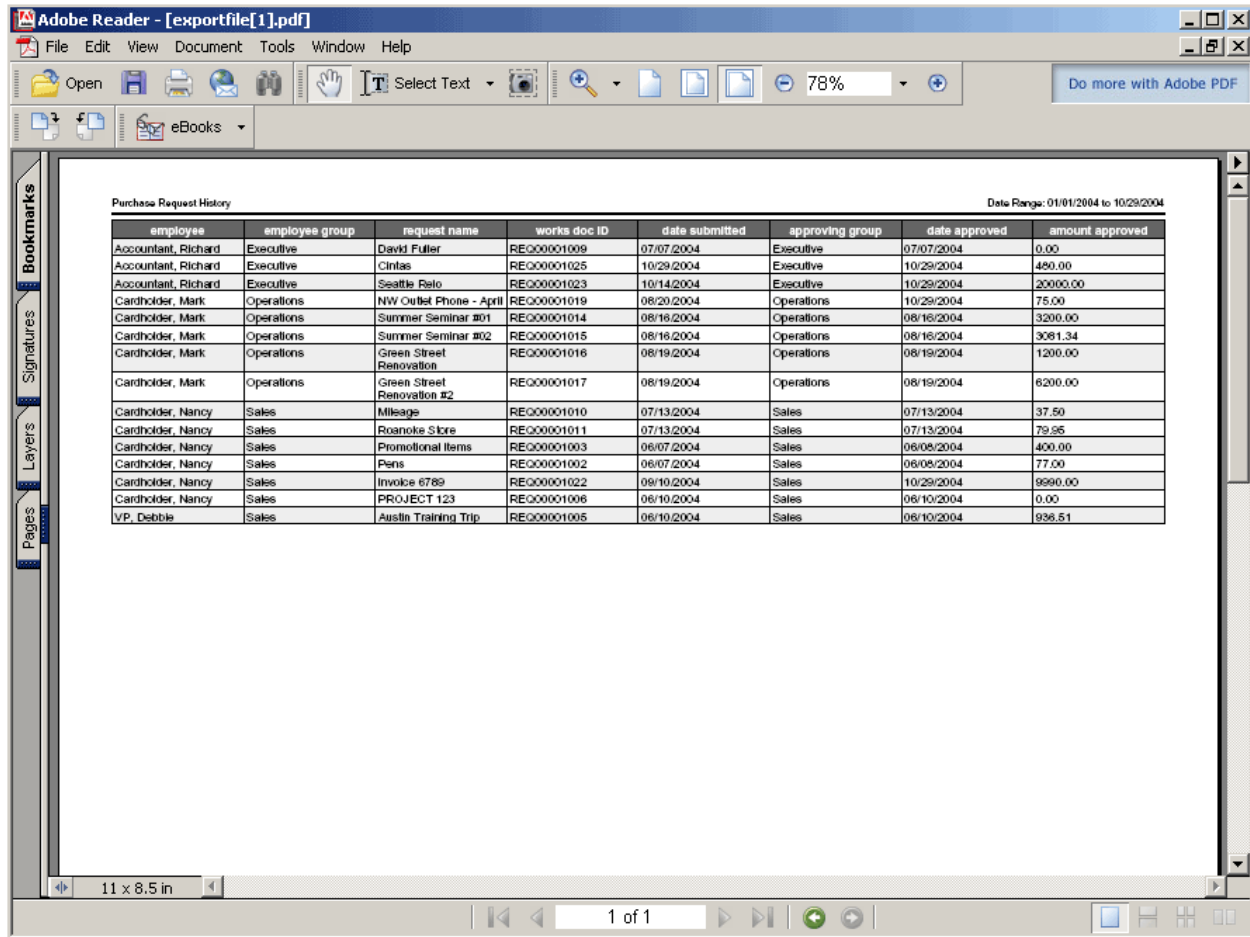
Attachments

Comments

1 of 5

Purchase Request History

Analyze Purchase Requests that have been submitted and are awaiting or have received approval. The final approving group displays along with the approval date and the date submitted. This report helps Administrators track who is approving requests and identify any delays between the requesting and approval of purchase requests.



Adobe Reader - [exportfile[1].pdf]
 File Edit View Document Tools Window Help
 Open Select Text 78% Do more with Adobe PDF

Purchase Request History Date Range: 01/01/2004 to 10/29/2004

employee	employees group	request name	works doc ID	date submitted	approving group	date approved	amount approved
Accountant, Richard	Executive	David Fuller	REC00001009	07/07/2004	Executive	07/07/2004	0.00
Accountant, Richard	Executive	Cintas	REC00001025	10/29/2004	Executive	10/29/2004	450.00
Accountant, Richard	Executive	Seattle Relo	REC00001023	10/14/2004	Executive	10/29/2004	20000.00
Cardholder, Mark	Operations	NW Outlet Phone - April	REC00001019	08/20/2004	Operations	10/29/2004	75.00
Cardholder, Mark	Operations	Summer Seminar #01	REC00001014	08/18/2004	Operations	08/16/2004	3200.00
Cardholder, Mark	Operations	Summer Seminar #02	REC00001015	08/18/2004	Operations	08/16/2004	3081.34
Cardholder, Mark	Operations	Green Street Renovation	REC00001016	08/19/2004	Operations	08/19/2004	1200.00
Cardholder, Mark	Operations	Green Street Renovation #2	REC00001017	08/19/2004	Operations	08/19/2004	6200.00
Cardholder, Nancy	Sales	Mileage	REC00001010	07/13/2004	Sales	07/13/2004	37.50
Cardholder, Nancy	Sales	Roanoke Store	REC00001011	07/13/2004	Sales	07/13/2004	79.95
Cardholder, Nancy	Sales	Promotional Items	REC00001003	06/07/2004	Sales	06/05/2004	400.00
Cardholder, Nancy	Sales	Pans	REC00001002	06/07/2004	Sales	06/05/2004	77.00
Cardholder, Nancy	Sales	Invoice 6789	REC00001022	09/10/2004	Sales	10/29/2004	9990.00
Cardholder, Nancy	Sales	PROJECT 123	REC00001006	06/10/2004	Sales	06/10/2004	0.00
VP, Debbie	Sales	Austin Training Trip	REC00001005	06/10/2004	Sales	06/10/2004	936.51

11 x 8.5 in 1 of 1

Socioeconomic Indicators

Merchants have the ability to send enhanced information about their organization, including socioeconomic indicators to show whether or not they are a small business, minority- or women-owned, 1099, and more. If passed, this report can be filtered to show transactions made at merchant that fall into these categories. The first screenshot shows the filtering screen and the second screenshot shows the resulting report.

Reports: Spend Reports

Review your spend with vendors of specific corporation status, or socio-economic indicators

Date Type:

Date Range:

Group:

Employee:

Socio-economic indicators

Show all corporation types

Show only selected corporation types, for which we have data.

- Individual/Sole Proprietor
- Medical or Legal Corporation
- Government (federal/state/local)
- Partnership
- Association/Estate/Trust
- International Organization
- Corporation - Chapter S,C
- Tax-exempt Org. (501c)
- Limited Liability Corporation

Corporation Type

- Minority Vendor Code
- Women Owned Indicator
- SA Classification
- SBA Registered Indicator
- Small Disadvantaged Business
- HUB Zone Indicator
- Disabled Vet
- Vietnam Era Vet
- Era Vet

Any instance of the above selections, for which we have data.

Reset Filters

Download PDF Excel File

card holder	merchant	card number	MCC	group	work ID	posted date	transaction date	amount	incorporation type	minority vendor	women owned	SA classification	HUB zone	disabled veteran	Vietnam era veteran
APS Work2	VIAVAR E INC	5119	COMP PROCD ATA PRDCE SBNDA AND INTERATED OPS DES IONS	7332	2440388 4274170 0490003 73	06/05/04	06/25/04	3274.07	S or C Corporation		yes				
Harper, Daniel	VIAVAR E INC	1492	COMP PROCD ATA PRDCE SBNDA AND INTERATED OPS DES IONS	7332	2440388 4192170 0437004 12	06/11/04	06/10/04	443.01	S or C Corporation		yes				
Harper, Daniel	VIAVAR E INC	1492	COMP PROCD ATA PRDCE SBNDA AND INTERATED OPS DES IONS	7332	2440388 4192170 0437005 04	06/11/04	06/10/04	214.34	S or C Corporation		yes				
Harper, Daniel	VIAVAR E INC	1492	COMP PROCD ATA PRDCE SBNDA AND INTERATED OPS DES IONS	7332	2440388 4192170 0432000 07	06/07/04	05/05/04	107.17	S or C Corporation		yes				

Spend by Merchant Category Code

Administrators interested in where cardholders are making transactions can easily identify popular categories using this report. Identify areas of expansion or potential employee misuse with total expenditures, average transaction sizes, and number of transactions for each Merchant Category Code.

Adobe Reader - [exportfile[1].pdf]

File Edit View Document Tools Window Help

Open Save Print Copy Paste Select Text 77% View Adobe PDF files while you're on the road

Spend By MCC Summary Data Range: 10/09/2004 to 11/05/2004

MCC name	MCC number	Average TXN amount	Total dollar amount of TXNs for the period	Total number of TXNs for the period
		41942.99	41942.99	1
ACCOUNTING, AUDITING AND BOOKKEEPING SERVICES	8931	1678.42	1678.42	1
ALAMO RENT-A-CAR	3387	188.83	188.83	1
AMERICAN AIRLINES	3001	526.83	1580.48	3
AUTOMATED FUEL DISPENSER	5542	18.21	109.27	6
BOOK STORES	5942	51.26	102.52	2
BUDGET RENT-A-CAR	3386	76.06	228.19	3
BUSINESS SERVICES NOT ELSEWHERE CLASSIFIED	7399	693.33	2080.00	3
CAR AND TRUCK DEALERS (NEW AND USED)	5511	25.00	25.00	1
CATALOG MERCHANTS	5964	31.07	31.07	1
COMPUTER SOFTWARE STORES	5734	2000.14	6000.41	3
COMPUTERS, COMPUTER PERIPHERAL EQUIPMENT, SOFTWARE	5045	30.66	30.66	1
CONSUMER CREDIT REPORTING AGENCIES	7321	1019.00	1019.00	1
CONTINENTAL	3061	392.84	785.69	2
CROWNE PLAZA HOTELS	3750	107.95	107.95	1
DELTA	3058	417.97	6289.59	15
DIRCT MARKETING/DIRCT MARKETERS--NOT ELSEWHERE CLASSIF	5969	2402.95	2402.95	1
DOLLAR RENT-A-CAR	3390	47.10	47.10	1
EATING PLACES AND RESTAURANTS	5812	31.34	1222.38	39
ELECTRICAL PARTS AND EQUIPMENT	5065	2123.67	2123.67	1
ELECTRONICS STORES	5732	32.44	32.44	1
EQUIP, TOOL, FURNITURE, AND APPLIANCE RENTAL AND LEAS	7394	12.84	12.84	1
FAIRFIELD INN	3715	106.29	318.86	3
FAST FOOD RESTAURANTS	5814	16.99	101.95	6
GROCERY STORES, AND SUPERMARKETS	5411	25.20	100.82	4
HAMPTON INNS	3665	107.45	322.45	3
HARDWARE EQUIPMENT AND SUPPLIES	5072	172.06	172.06	1

11 x 8.5 in 1 of 2

Spend Monitor

ActivePay helps you track expenditures allocated to certain accounting codes, helping you to track projects, grants, and more. Spend Monitors are created by choosing an accounting code to monitor and a dollar amount. For instance, you may need to track Project 1234 and monitor any spend allocated to that specific Project Code. All transactions would then show on this report.

Adobe Reader - [exportfile[1].pdf]

File Edit View Document Tools Window Help

Open Save Print Copy Paste Select Text 77%

View Adobe PDF files while you're on the road

Spend Monitor Data Range: 01/01/2004 to 10/29/2004

posting date	card holder	transaction #	purchase date	amount
09/22/2004	Cardholder, Nancy	RCPT00001006	09/22/2004	26.00
09/03/2004	VP, Debbie	RCPT00001007	01/01/2004	54.44
09/03/2004	Cardholder, Alan	RCPT00001006	01/25/2004	85.00
09/02/2004	Accountant, Richard	RCPT00001005	09/02/2004	12.00
09/02/2004	Accountant, Richard	RCPT00001004	08/31/2004	100.00
08/18/2004	Accountant, Richard	RCPT00001003	08/18/2004	134.34
08/18/2004	Cardholder, Nancy	TXN00001152	08/18/2004	567.55
08/18/2004	Cardholder, Nancy	TXN00001151	08/18/2004	154.56
08/17/2004	Cardholder, Nancy	TXN00001154	08/12/2004	170.63
08/17/2004	Cardholder, Kathleen	TXN00001157	07/26/2004	335.21
08/17/2004	Cardholder, Kathleen	TXN00001161	07/05/2004	332.82
08/17/2004	Cardholder, Alan	TXN00001163	07/13/2004	685.17
08/17/2004	Cardholder, Alan	TXN00001165	06/25/2004	148.14
08/17/2004	Accountant, Richard	TXN00001168	07/10/2004	840.39
08/17/2004	Cardholder, Nancy	TXN00001167	06/30/2004	427.78
08/17/2004	Cardholder, Nancy	TXN00001173	07/19/2004	778.67
08/17/2004	Purchaser, Jonathan	TXN00001180	07/26/2004	993.65
08/17/2004	Accountant, Richard	TXN00001182	08/08/2004	248.93
08/17/2004	Cardholder, Nancy	TXN00001183	06/24/2004	898.84
08/17/2004	Cardholder, Mark	TXN00001189	08/11/2004	801.54
08/17/2004	President, Pat	TXN00001191	07/26/2004	61.93
08/17/2004	Purchaser, Jonathan	TXN00001193	06/25/2004	125.27
08/17/2004	VP, Debbie	TXN00001195	08/14/2004	637.90
08/17/2004	Accountant, Richard	TXN00001198	07/02/2004	304.42
08/17/2004	President, Pat	TXN00001199	06/07/2004	544.17
08/17/2004	Accountant, Richard	TXN00001200	06/08/2004	312.52
08/17/2004	VP, Debbie	TXN00001206	07/13/2004	214.20
08/17/2004	VP, Ellen	TXN00001208	07/17/2004	806.05
08/17/2004	President, Pat	TXN00001209	07/22/2004	633.88
08/17/2004	Cardholder, Alan	TXN00001213	08/09/2004	16.53
08/17/2004	Purchaser, Jonathan	TXN00001214	07/17/2004	699.73
08/17/2004	Cardholder, Nancy	TXN00001221	08/16/2004	523.63
08/17/2004	Cardholder, Nancy	TXN00001223-DISP	07/01/2004	554.50
08/17/2004	Purchaser, Jonathan	TXN00001225	08/09/2004	197.78
08/17/2004	Accountant, Richard	TXN00001227	07/13/2004	86.27
08/17/2004	President, Pat	TXN00001228	07/06/2004	80.63
08/17/2004	President, Pat	TXN00001230	07/06/2004	145.94

11 x 8.5 in 1 of 8

Tax Audit

If merchants are capable of submitting enhanced transaction data, ActivePay will report the sales tax included in the transaction. Users are allowed to modify all transactions to add or modify the tax information, including marking as “sales tax included,” “non-taxable purchase,” and “subject to use tax.” The Tax Audit report can be narrowed by these categories to show each transaction’s tax status and spot potential Use Tax filings.

Adobe Reader - [exportfile[1].pdf]

File Edit View Document Tools Window Help

Open Save Print Copy Paste Select Text 77% Search Adobe PDF files

Bookmarks Signatures Layers Pages

Tax Audit Date Range: 08/02/2004 to 09/01/2004

works doc ID	transaction date	posted date	card holder	card number	tax type	amount	amount subject to tax	amount of tax paid	amount of tax owed
TXN00001253	07/17/04	08/15/04	Accountant, Richard	2250	sales tax	397.30	377.92	19.38	0.00
TXN00001216	07/27/04	08/15/04	Accountant, Richard	2250	sales tax	170.74	157.24	13.50	0.00
TXN00001187	08/10/04	08/15/04	Accountant, Richard	2250	sales tax	726.47	716.10	10.37	0.00
TXN00001286	07/22/04	08/16/04	Accountant, Richard	2250	sales tax	565.07	136.48	428.59	0.00
TXN00001255	07/17/04	08/16/04	Accountant, Richard	2250	sales tax	869.27	818.47	50.80	0.00
TXN00001172	07/13/04	08/16/04	Accountant, Richard	2250	sales tax	750.15	666.69	83.46	0.00
TXN00001170	07/04/04	08/16/04	Accountant, Richard	2250	sales tax	20.04	18.67	1.37	0.00
TXN00001159	07/15/04	08/16/04	Accountant, Richard	2250	sales tax	463.86	456.68	7.18	0.00
TXN00001249	08/16/04	08/17/04	Accountant, Richard	2250	sales tax	789.67	663.95	125.72	0.00
TXN00001244	08/16/04	08/17/04	Accountant, Richard	2250	sales tax	865.74	825.25	40.49	0.00
TXN00001242	07/07/04	08/17/04	Accountant, Richard	2250	sales tax	136.64	136.46	0.18	0.00
TXN00001227	07/13/04	08/17/04	Accountant, Richard	2250	sales tax	88.27	20.50	67.77	0.00
TXN00001200	08/08/04	08/17/04	Accountant, Richard	2250	sales tax	312.62	255.49	57.03	0.00
TXN00001198	07/02/04	08/17/04	Accountant, Richard	2250	sales tax	304.42	152.27	152.15	0.00
TXN00001182	08/08/04	08/17/04	Accountant, Richard	2250	sales tax	248.93	110.04	138.89	0.00
TXN00001168	07/10/04	08/17/04	Accountant, Richard	2250	sales tax	840.39	472.60	367.79	0.00
RCPT00001003	08/18/04	08/18/04	Accountant, Richard		sales tax	134.34	0.00	0.00	0.00
TXN00001282	07/23/04	08/15/04	Cardholder, Alan	2341	sales tax	36.28	24.52	11.76	0.00
TXN00001265	08/14/04	08/15/04	Cardholder, Alan	2341	sales tax	577.11	508.91	68.20	0.00
TXN00001231	08/05/04	08/15/04	Cardholder, Alan	2341	sales tax	39.35	36.68	0.67	0.00
TXN00001184	07/14/04	08/15/04	Cardholder, Alan	2341	sales tax	771.72	366.68	403.04	0.00
TXN00001300	07/11/04	08/16/04	Cardholder, Alan	2341	sales tax	741.36	621.23	120.13	0.00
TXN00001280	07/17/04	08/16/04	Cardholder, Alan	2341	sales tax	747.04	730.22	16.82	0.00
TXN00001232	06/28/04	08/16/04	Cardholder, Alan	2341	sales tax	31.79	11.94	19.85	0.00
TXN00001204	08/15/04	08/16/04	Cardholder, Alan	2341	sales tax	185.06	150.00	35.06	0.00

11 x 8.5 in 1 of 5

Travel Spend

Transactions made at travel-related Merchant Category Codes (MCCs) will appear on this report. Airline, Rental Car, and Lodging MCCs are monitored to help Administrators focus on travel-only spend.

Adobe Reader - [exportfile.pdf]

File Edit View Document Tools Window Help

Open Save a Copy Print Email Search Select Text 91% Simplify your review cycles

Bookmarks Signatures Layers Pages

Travel Spend Date Range: 08/28/2004 to 12/28/2004

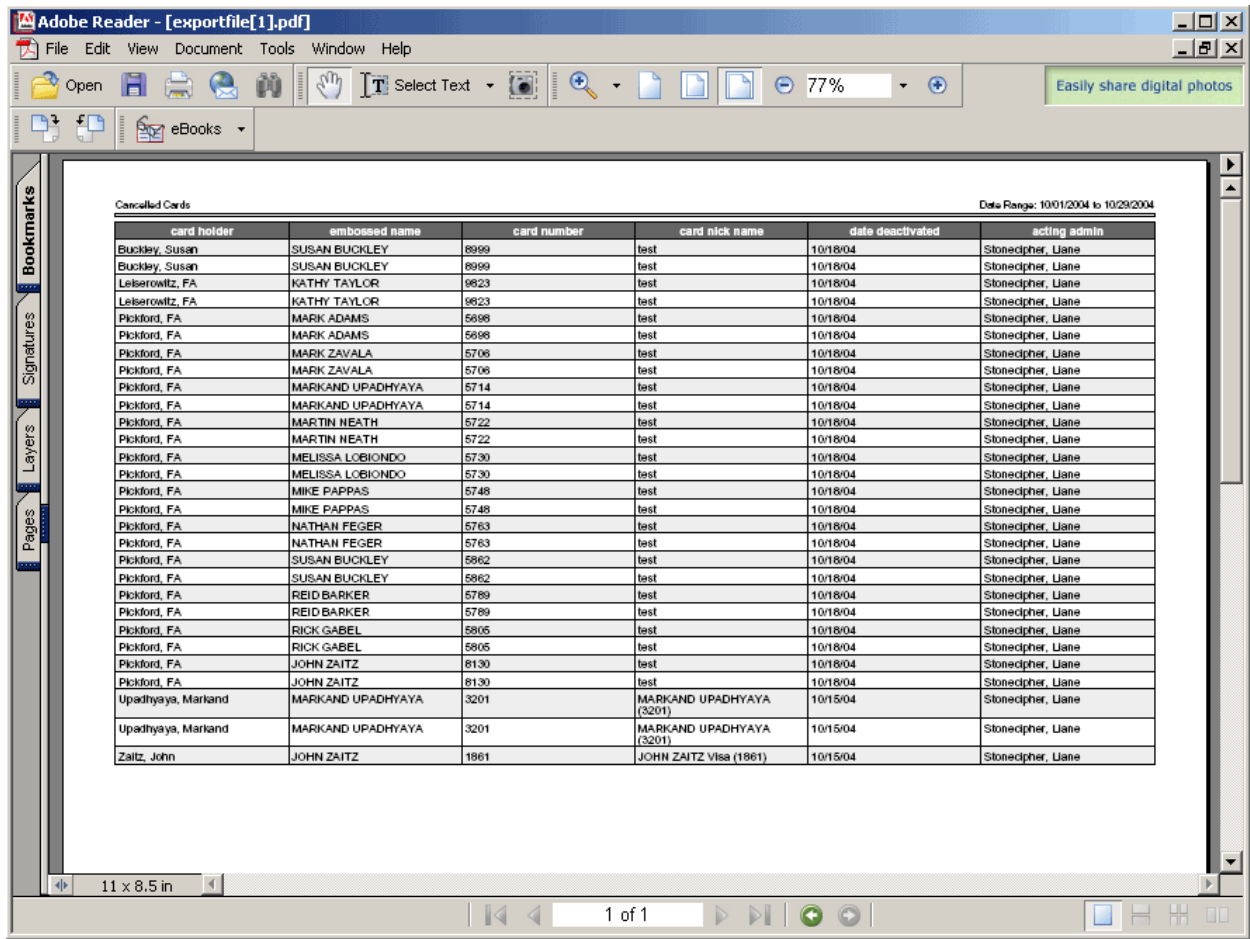
card holder	vendor name	card number	mcc description	mcc	group	works doc ID	posted date	transaction date	amount
VP, Ellen	AGILENT	5205	MALAYSIAN AIRLINE SYSTEM	3100	Purchasing	TXN00001499	11/21/04	11/10/04	691.02
VP, Debbie	ALPHAGRAPHICS	4623		3600	Sales	TXN00001331	11/23/04	10/07/04	855.16
Accountant, Richard	AMERICA WEST AIRLINES	2250	MALAYSIAN AIRLINE SYSTEM	3100	Executive	TXN00001335	11/23/04	11/17/04	233.90
Accountant, Richard	AMERICA WEST AIRLINES	2250	MALAYSIAN AIRLINE SYSTEM	3100	Executive	TXN00001307	11/23/04	11/14/04	262.66
Cardholder, Nancy	AMERICA WEST AIRLINES	3863	MALAYSIAN AIRLINE SYSTEM	3100	Sales	TXN00001442	11/22/04	10/22/04	653.37
VP, Ellen	AMERICA WEST AIRLINES	5205	MALAYSIAN AIRLINE SYSTEM	3100	Purchasing	TXN00001390	11/22/04	11/10/04	869.84
Purchaser, Jonathan	AMERICA WEST AIRLINES	7391	MALAYSIAN AIRLINE SYSTEM	3100	Purchasing	TXN00001382	11/22/04	09/30/04	555.38
Cardholder, Alan	AMERICAN AIRLINES	2341	MALAYSIAN AIRLINE SYSTEM	3100	Sales	TXN00001396	11/23/04	10/28/04	977.32
Relocation, Card	AMERICAN AIRLINES	0564	MALAYSIAN AIRLINE SYSTEM	3100	Sales	TXN00001434	11/23/04	11/02/04	116.81
Cardholder, Mark	AMERICAN AIRLINES	6521	MALAYSIAN AIRLINE SYSTEM	3100	Operations	TXN00001492	11/22/04	10/14/04	454.10
Purchaser, Jonathan	AMERICAN AIRLINES	7391	MALAYSIAN AIRLINE SYSTEM	3100	Purchasing	TXN00001322	11/22/04	11/04/04	795.71
President, Pat	AMERICAN ELECTRICAL	3434	MALAYSIAN AIRLINE SYSTEM	3100	Executive	TXN00001370	11/21/04	10/09/04	830.07
Relocation, Card	AMERICAN ELECTRICAL	0564	MALAYSIAN AIRLINE SYSTEM	3100	Sales	TXN00001423	11/21/04	10/15/04	352.20
Relocation, Card	AVIS CAR RENTAL	0564	AUTO HOST RENTAL CARS	3400	Sales	TXN00001412	11/22/04	11/03/04	943.42
Cardholder, Nancy	AVIS CAR RENTAL	3863	AUTO HOST RENTAL CARS	3400	Sales	TXN00001375	11/22/04	11/16/04	633.52
Purchaser, Jonathan	AVIS CAR RENTAL	7391	AUTO HOST RENTAL CARS	3400	Purchasing	TXN00001445	11/21/04	11/14/04	119.57
Cardholder, Alan	AVIS CAR RENTAL	2341	AUTO HOST RENTAL CARS	3400	Sales	TXN00001465	11/22/04	11/07/04	330.35
VP, Ellen	AVIS CAR RENTAL	5205	AUTO HOST RENTAL CARS	3400	Purchasing	TXN00001463	11/23/04	09/28/04	442.32
Cardholder, Mark	AVIS RENT-A-CAR	6521	AUTO HOST RENTAL CARS	3400	Operations	TXN00001478	11/22/04	10/10/04	662.01
President, Pat	AVIS RENT-A-CAR	3434	AUTO HOST RENTAL CARS	3400	Executive	TXN00001432	11/23/04	11/03/04	392.18
VP, Debbie	AVIS RENT-A-CAR	4623	AUTO HOST RENTAL CARS	3400	Sales	TXN00001327	11/21/04	10/22/04	321.93
Cardholder, Alan	BELLSOUTH	2341	RANK HOTELS	3633	Sales	TXN00001485	11/23/04	11/10/04	512.79

11 x 8.5 in 1 of 5

Card Reports

Cancelled Cards

A historical audit log of cards that have been cancelled through ActivePay is important to show the date of deactivation and confirm that terminated or ineligible employees have had their card turned off.



Adobe Reader - [exportfile[1].pdf]

File Edit View Document Tools Window Help

Open Save Print Search Select Text 77% Easily share digital photos

eBooks

Bookmarks Signatures Layers Pages

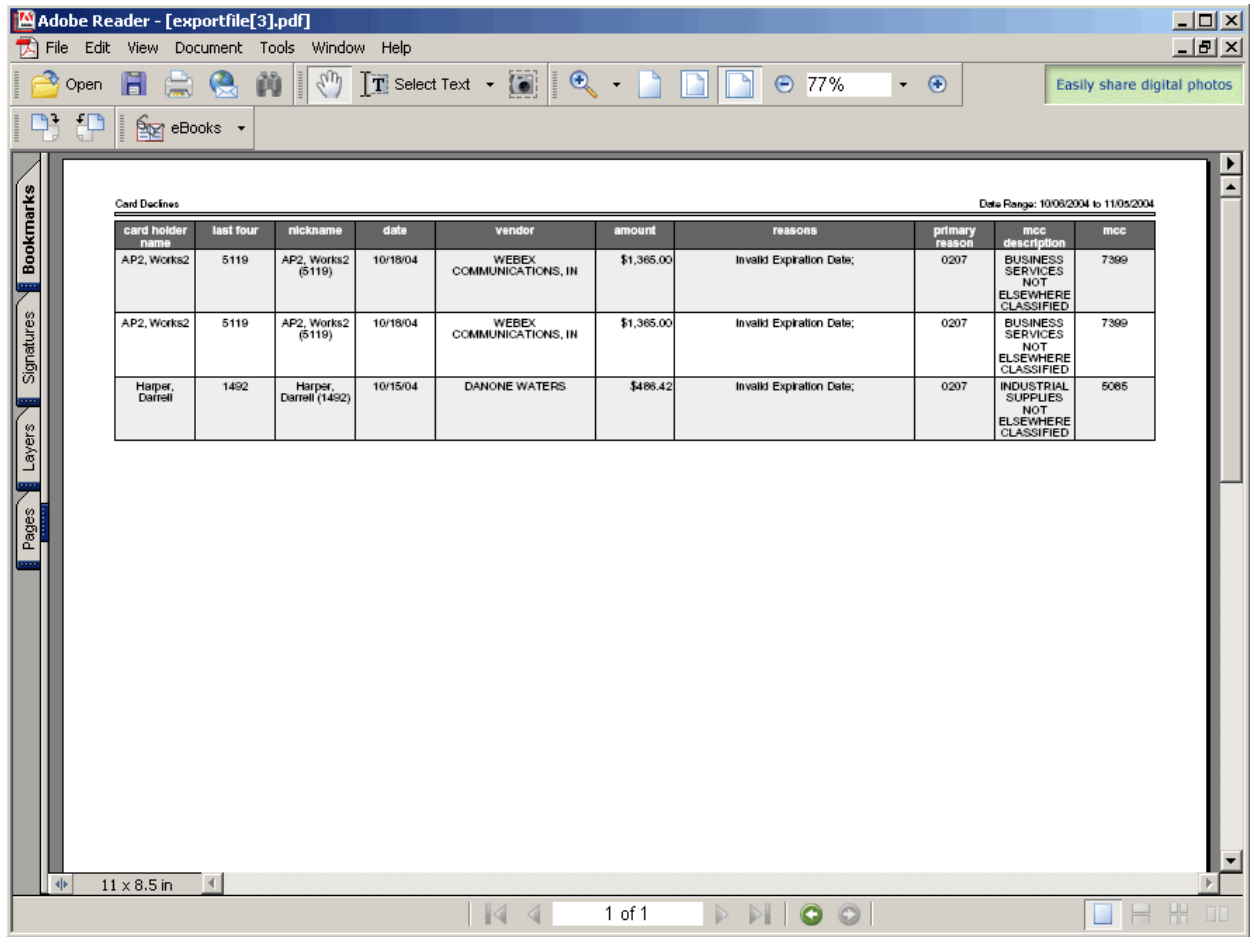
Cancelled Cards Data Range: 10/01/2004 to 10/29/2004

card holder	embossed name	card number	card nick name	date deactivated	acting admin
Buckley, Susan	SUSAN BUCKLEY	8999	test	10/18/04	Stonecphr, Uane
Buckley, Susan	SUSAN BUCKLEY	8999	test	10/18/04	Stonecphr, Uane
Leiserowitz, FA	KATHY TAYLOR	9823	test	10/18/04	Stonecphr, Uane
Leiserowitz, FA	KATHY TAYLOR	9823	test	10/18/04	Stonecphr, Uane
Pickford, FA	MARK ADAMS	5698	test	10/18/04	Stonecphr, Uane
Pickford, FA	MARK ADAMS	5698	test	10/18/04	Stonecphr, Uane
Pickford, FA	MARK ZAVALA	5706	test	10/18/04	Stonecphr, Uane
Pickford, FA	MARK ZAVALA	5706	test	10/18/04	Stonecphr, Uane
Pickford, FA	MARKAND UPADHYAYA	5714	test	10/18/04	Stonecphr, Uane
Pickford, FA	MARKAND UPADHYAYA	5714	test	10/18/04	Stonecphr, Uane
Pickford, FA	MARTIN NEATH	5722	test	10/18/04	Stonecphr, Uane
Pickford, FA	MARTIN NEATH	5722	test	10/18/04	Stonecphr, Uane
Pickford, FA	MELISSA LOBIONDO	5730	test	10/18/04	Stonecphr, Uane
Pickford, FA	MELISSA LOBIONDO	5730	test	10/18/04	Stonecphr, Uane
Pickford, FA	MIKE PAPPAS	5748	test	10/18/04	Stonecphr, Uane
Pickford, FA	MIKE PAPPAS	5748	test	10/18/04	Stonecphr, Uane
Pickford, FA	NATHAN FEGER	5763	test	10/18/04	Stonecphr, Uane
Pickford, FA	NATHAN FEGER	5763	test	10/18/04	Stonecphr, Uane
Pickford, FA	SUSAN BUCKLEY	5862	test	10/18/04	Stonecphr, Uane
Pickford, FA	SUSAN BUCKLEY	5862	test	10/18/04	Stonecphr, Uane
Pickford, FA	REID BARKER	5789	test	10/18/04	Stonecphr, Uane
Pickford, FA	REID BARKER	5789	test	10/18/04	Stonecphr, Uane
Pickford, FA	REID BARKER	5789	test	10/18/04	Stonecphr, Uane
Pickford, FA	RICK GABEL	5805	test	10/18/04	Stonecphr, Uane
Pickford, FA	RICK GABEL	5805	test	10/18/04	Stonecphr, Uane
Pickford, FA	JOHN ZAITZ	8130	test	10/18/04	Stonecphr, Uane
Pickford, FA	JOHN ZAITZ	8130	test	10/18/04	Stonecphr, Uane
Upadhyaya, Marland	MARKAND UPADHYAYA	3201	MARKAND UPADHYAYA (3201)	10/15/04	Stonecphr, Uane
Upadhyaya, Marland	MARKAND UPADHYAYA	3201	MARKAND UPADHYAYA (3201)	10/15/04	Stonecphr, Uane
Zaitz, John	JOHN ZAITZ	1861	JOHN ZAITZ Visa (1861)	10/15/04	Stonecphr, Uane

11 x 8.5 in 1 of 1

Card Declines

If a card is declined, information is available the business day following the decline. There are a number of reasons for card declines, including overlimit, attempted purchases that exceed the cardholder's single transaction limit, blocked Merchant Category Codes, potentially fraudulent purchase, and more. By showing important details about declines, this report helps Administrators monitor and control possible fraud or other unapproved spending.



Card Declines Date Range: 10/03/2004 to 11/05/2004

card holder name	last four	nickname	date	vendor	amount	reasons	primary reason	mcc description	mcc
AP2, Works2	5119	AP2, Works2 (5119)	10/18/04	WEBEX COMMUNICATIONS, IN	\$1,365.00	Invalid Expiration Date;	0207	BUSINESS SERVICES NOT ELSEWHERE CLASSIFIED	7399
AP2, Works2	5119	AP2, Works2 (5119)	10/18/04	WEBEX COMMUNICATIONS, IN	\$1,365.00	Invalid Expiration Date;	0207	BUSINESS SERVICES NOT ELSEWHERE CLASSIFIED	7399
Harper, Darrell	1492	Harper, Darrell (1492)	10/15/04	DANONE WATERS	\$486.42	Invalid Expiration Date;	0207	INDUSTRIAL SUPPLIES NOT ELSEWHERE CLASSIFIED	5085

Card Request Log

This report tracks requests for new cards that were initiated inside ActivePay. The report shows the Administrator who requested the card, the date of the card's activation within Works, the card profile assigned when first activated, and the card profile currently assigned to the card.

Adobe Reader - [exportfile[1].pdf]

File Edit View Document Tools Window Help

Open Select Text 77% Simplify your review cycles

Card Request Log Date Range: 01/01/2004 to 10/29/2004

requested for	card number	embossed name 1	embossed name 2	card nick name	date requested	date activated	requesting admin	activating admin	initial profile name	current profile name	card status
Accountant, Richard	2250	RICHARD ACCOUNTANT	DEMO SITE (SUNTRUST) test card program	101000044	05/17/04	06/07/04		Accountant, Richard	Purchasing: \$25000	Purchasing: \$25000	Activated
Card, Roenoke		AUTHORIZED USER	AAP		07/14/04		Accountant, Richard		Pilots		Request Pending
Card, Roenoke		ROANOKE CARD	DEMO SITE SUNTRUST		08/18/04		Accountant, Richard		INACTIVE PROFILE		Request Pending
Cardholder, Alan	2341	ALAN CARDHOLDE R	DEMO SITE (SUNTRUST) test card program	ALAN CARDHOLDE R	05/17/04	06/07/04		Accountant, Richard	Others: \$4000	Others: \$4000	Activated
Cardholder, Kathleen	7893	KATHLEEN CARDHOLDE R	DEMO SITE (SUNTRUST) test card program	Atlanta Store - #2450	05/17/04	06/07/04		Accountant, Richard	Others: \$4000	Pilots	Activated
Cardholder, Mark	6521	MARK CARDHOLDE R	DEMO SITE (SUNTRUST) test card program	Roanoke Card - Store #200	05/17/04	06/07/04		Accountant, Richard	Others: \$4000	Others: \$4000	Activated
Cardholder, Nancy	3863	NANCY CARDHOLDE R	DEMO SITE (SUNTRUST) test card program	NANCY CARDHOLDE R	05/17/04	06/07/04		Accountant, Richard	Purchasing: \$25000	Purchasing: \$25000	Activated
Cardholder, Nancy		NANCY CARDHOLDE R	DEMO SITE SUNTRUST		07/13/04		Accountant, Richard		INACTIVE PROFILE		Request Pending
Carmen, Keith		KEITH CARMEN	DEMO SITE SUNTRUST		07/28/04		Accountant, Richard		INACTIVE PROFILE		Request Pending
President, Pat	3434	PAT PRESIDENT	DEMO SITE (SUNTRUST) test card program	PAT PRESIDENT	05/17/04	06/07/04		Accountant, Richard	Executive Card	Executive Card	Activated
Project, Card		CARD PROJECT	DEMO SITE SUNTRUST		07/29/04		Accountant, Richard		INACTIVE PROFILE		Request Pending
Project, Card		CARD	PROJECT		07/13/04		Accountant, Richard		INACTIVE PROFILE		Request Pending
Purchaser, Jonathan	7391	JONATHAN PURCHASER	DEMO SITE (SUNTRUST) test card program	JONATHAN PURCHASER	05/17/04	06/07/04		Accountant, Richard	Purchasing: \$25000	Pilots	Activated
Relocation, Card	0564	CARD RELOCATION	DEMO SITE (SUNTRUST) test card program	Card Relocation	10/15/04	10/15/04		Implementor, Works	Relocation Card	Relocation Card	Activated
VP, Debbie		DEBBIE VP	DEMO SITE SUNTRUST		07/19/04		Accountant, Richard		Executive Card		Request Pending

11 x 8.5 in 1 of 2

Card Spend History

Allows for viewing of detailed transaction history for individual cards, especially in instances a cardholder is under scrutiny or you need information about transactions during a given time period.

Adobe Reader - [exportfile[2].pdf]

File Edit View Document Tools Window Help

Open Select Text 77% Simplify your review cycles

eBooks

Bookmarks Signatures Layers Pages

Card Spend History Data Range: 01/01/2004 to 10/29/2004

date	type	doc ID	vendor	amount
06/07/04	transaction	TXN00001004	FASTSIGNS	926.41
06/07/04	transaction	TXN00001014	CISCO SYSTEMS	454.48
06/07/04	transaction	TXN00001040	MEDICAL TEMPORARY STAFFIN	270.68
06/07/04	transaction	TXN00001045	LOWES	396.54
06/07/04	transaction	TXN00001051	DOLLAR RENT-A-CAR	758.68
06/07/04	transaction	TXN00001052	AMERICA WEST AIRLINES	486.13
06/07/04	transaction	TXN00001056	BRINKS	78.59
06/07/04	transaction	TXN00001065	MEDICAL TEMPORARY SERVICE	710.96
06/07/04	transaction	TXN00001074	KELLY TEMPORARY STAFFING	796.20
06/07/04	transaction	TXN00001076	BFI	765.42
06/07/04	transaction	TXN00001080	KELLY TEMPORARY SERVICES	252.15
06/07/04	transaction	TXN00001084	RITZ-CARLTON HOTELS	714.91
06/07/04	transaction	TXN00001092	HERTZ CAR RENTAL	776.25
06/07/04	transaction	TXN00001117	HERTZ RENT-A-CAR	332.16
06/07/04	transaction	TXN00001137	UNIFORMS USA	866.77
07/07/04	request approved	REQ00001009	fdtgs	0.00
08/18/04	transaction	TXN00001159	CINTAS	463.86
08/18/04	transaction	TXN00001168	FEDERAL EXPRESS OVERNIGHT	840.39
08/18/04	transaction	TXN00001170	AT&T WIRELESS	20.04
08/18/04	transaction	TXN00001172	MIDWEST AIRLINES	750.15
08/18/04	transaction	TXN00001182	USPS FREIGHT INC	248.93
08/18/04	transaction	TXN00001187	HYATT HOTELS	726.47
08/18/04	transaction	TXN00001196	PITNEY BOWES	304.42
08/18/04	transaction	TXN00001200	JM PRODUCTS	312.52
08/18/04	transaction	TXN00001216	WYNDHAM HOTELS	170.74
08/18/04	transaction	TXN00001227	SJR SPEEDY	86.27
08/18/04	transaction	TXN00001242	SUN MICRO	136.64
08/18/04	transaction	TXN00001244	HERTZ CAR RENTAL	865.74
08/18/04	transaction	TXN00001249	HILTON HOTELS	789.67
08/18/04	transaction	TXN00001253	KELLY TEMPORARY STAFFING	397.30
08/18/04	transaction	TXN00001255	TRANS-GLOBAL AIRLINES	886.27
08/18/04	transaction	TXN00001286	GENERAL ELECTRIC	565.07
10/29/04	request approved	REQ00001025	Cintas	528.00
10/29/04	request approved	REQ00001023	unspecified	20050.00
10/29/04	reduce available spend	TXN00001159	Cintas	-463.86
10/29/04	reduce available spend	TXN00001051	unspecified	-758.68
10/29/04	reduce available spend	TXN00001080	unspecified	-757.14

11 x 8.5 in 1 of 1

Card Status

All cards, either active or cancelled, are shown in this report. Additional information, including the card's last transaction date, can help an Administrator find cards that are not being actively used.

Adobe Reader - [exportfile[2].pdf]

File Edit View Document Tools Window Help

Open Select Text 77% Easily share digital photos

eBooks

Bookmarks Signatures Layers Pages

Card Status

embossed name	card number	card nick name	card status	card holder	group	date user created	date card deactivated	date user deleted	date card activated	profile name	default gl	last txn date
RICHARD ACCOUNTANT	2250	101000044	Activated	Accountant, Richard	Executive	05/17/04			06/07/04	Purchasing: \$25000		08/17/04
ALAN CARDHOLDER	2341	ALAN CARDHOLDER	Activated	Cardholder, Alan	Sales	05/17/04			06/07/04	Others: \$4000		08/17/04
KATHLEEN CARDHOLDER	7593	Atlanta Store - #2450	Activated	Cardholder, Kathleen	Operations	05/17/04			06/07/04	Pilots		08/17/04
MARK CARDHOLDER	6521	Rosnoka Card - Store #200	Activated	Cardholder, Mark	Operations	05/17/04			06/07/04	Others: \$4000		08/17/04
NANCY CARDHOLDER	3863	NANCY CARDHOLDER	Activated	Cardholder, Nancy	Sales	05/17/04			06/07/04	Purchasing: \$25000	14-280---	08/18/04
PAT PRESIDENT	3434	PAT PRESIDENT	Activated	President, Pat	Executive	05/17/04			06/07/04	Executive Card		08/17/04
JONATHAN PURCHASER	7391	JONATHAN PURCHASER	Activated	Purchaser, Jonathan	Purchasing	05/17/04			06/07/04	Pilots	100-768---	08/17/04
CARD RELOCATION	0564	Card Relocation	Activated	Relocation, Card	Sales	10/15/04			10/15/04	Relocation Card		
DEBBIE VP	4623	DEBBIE VP	Activated	VP, Debbie	Sales	05/17/04			06/07/04	Vice President: \$20000	200-2001---	08/17/04
ELLEN VP	5205	ELLEN VP	Activated	VP, Ellen	Purchasing	05/17/04			06/07/04	Vice President: \$20000	300-1001---	08/17/04
ROBERT VP	8513	ROBERT VP	Deactivated	VP, Robert	Operations	05/17/04	10/29/04		06/07/04	INACTIVE PROFILE		08/17/04

11 x 8.5 in 1 of 1

Cards Past Due

For organizations using the individually-billed Corporate Card platform, this report give a snapshot of current balances due, and any past due amounts the cardholder is responsible to pay.

Adobe Reader - [exportfile.pdf]

File Edit View Document Tools Window Help

Open Save a Copy Print Email Search Select Text Use electronic forms instead of paper

91%

Bookmarks Layers Pages Signatures

Card Past Due

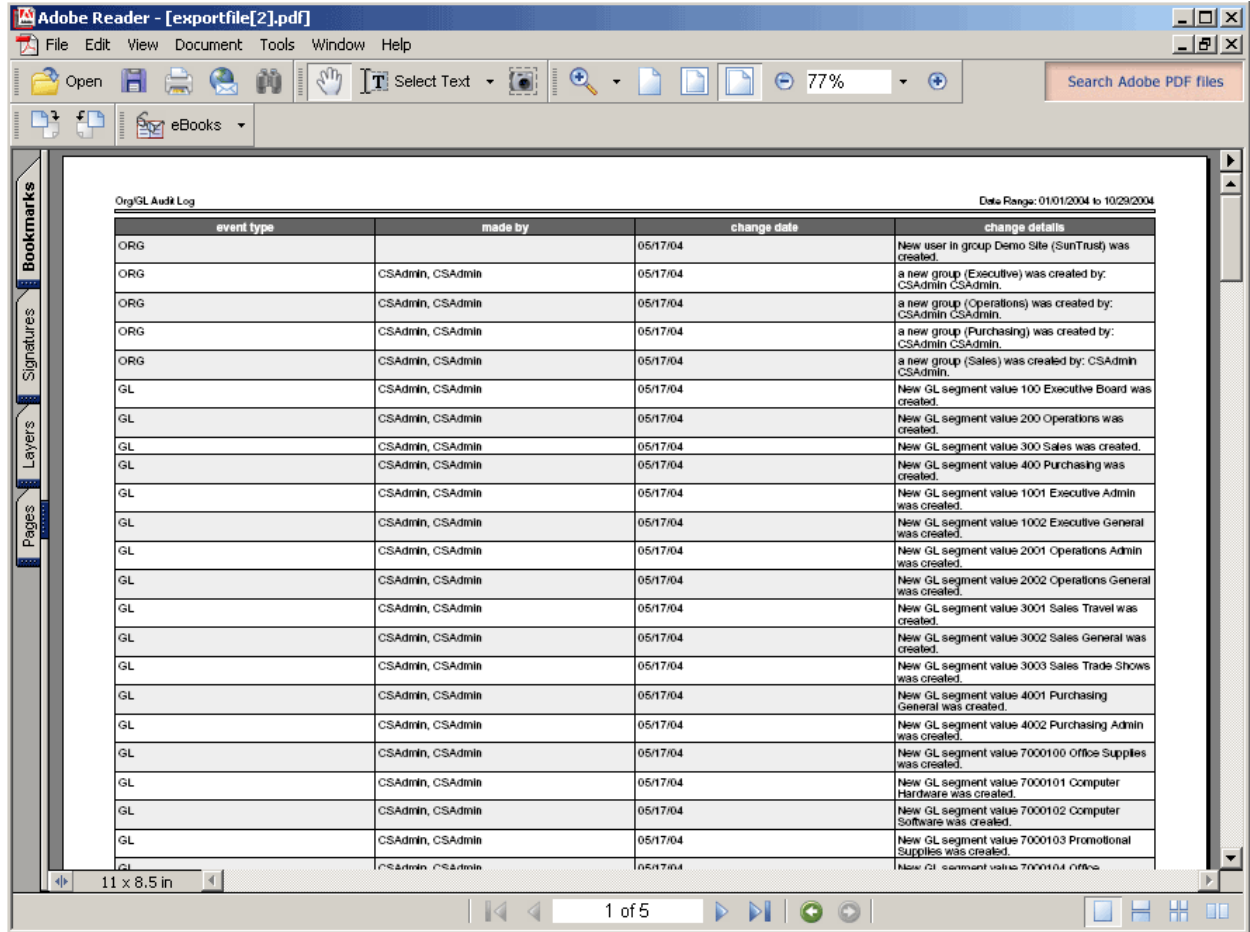
embossed name	card number	card nick name	card status	card holder	group	profile name	last txn date	closing date	current balance	current due amount	past due count	past due amount	disputed amount	past due one cycle	past due two cycles	past due three cycles
SAMAR GHADRY	0028	TRAVEL - SAMAR GHADRY	Activated	Gahdry, Samar	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/21/05	01/25/05	1551.04	1551.00	1	309.00	0.00	309.56	0.00	0.00
SAMAR GHADRY	0028	TRAVEL - SAMAR GHADRY	Activated	Gahdry, Samar	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/21/05	10/25/04	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
SAMAR GHADRY	0028	TRAVEL - SAMAR GHADRY	Activated	Gahdry, Samar	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/21/05	11/25/04	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
SAMAR GHADRY	0028	TRAVEL - SAMAR GHADRY	Activated	Gahdry, Samar	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/21/05	12/24/04	309.56	310.00	0	0.00	0.00	0.00	0.00	0.00
RAYMON D A HUGER	0093	TRAVEL - RAYMON D A HUGER	Activated	Huger, Raymond	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/20/05	12/24/04	1351.65	1352.00	0	0.00	0.00	0.00	0.00	0.00
RAYMON D A HUGER	0093	TRAVEL - RAYMON D A HUGER	Activated	Huger, Raymond	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/20/05	11/25/04	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
RAYMON D A HUGER	0093	TRAVEL - RAYMON D A HUGER	Activated	Huger, Raymond	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/20/05	10/25/04	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
RAYMON D A HUGER	0093	TRAVEL - RAYMON D A HUGER	Activated	Huger, Raymond	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/20/05	01/25/05	7754.40	7754.00	1	1351.00	0.00	1351.65	0.00	0.00
HARRY KANESHIRO	0036	TRAVEL - HARRY KANESHIRO	Activated	Kaneshiro, Harry	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/21/05	10/25/04	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
HARRY KANESHIRO	0036	TRAVEL - HARRY KANESHIRO	Activated	Kaneshiro, Harry	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/21/05	11/25/04	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
HARRY KANESHIRO	0036	TRAVEL - HARRY KANESHIRO	Activated	Kaneshiro, Harry	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/21/05	12/24/04	176.38	176.00	0	0.00	0.00	0.00	0.00	0.00
HARRY KANESHIRO	0036	TRAVEL - HARRY KANESHIRO	Activated	Kaneshiro, Harry	Corporate Card	Corp: 25,000 CL: 5,000 STL	02/21/05	01/25/05	333.97	334.00	1	176.00	0.00	176.38	0.00	0.00

11 x 8.5 in 1 of 1

Organization Reports

Organization/General Ledger Audit Log

Track all changes made to your groups, users, and general ledger structure, including added/deleted groups, users, and accounting codes. Allow you to easily view any changes made within the system and identify the Administrator who made each modification.



Org/General Ledger Audit Log

Date Range: 01/01/2004 to 10/29/2004

event type	made by	change date	change details
ORG		05/17/04	New user in group Demo Site (SunTrust) was created.
ORG	CSAdmin, CSAdmin	05/17/04	a new group (Executive) was created by: CSAdmin CSAdmin.
ORG	CSAdmin, CSAdmin	05/17/04	a new group (Operations) was created by: CSAdmin CSAdmin.
ORG	CSAdmin, CSAdmin	05/17/04	a new group (Purchasing) was created by: CSAdmin CSAdmin.
ORG	CSAdmin, CSAdmin	05/17/04	a new group (Sales) was created by: CSAdmin CSAdmin.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 100 Executive Board was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 200 Operations was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 300 Sales was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 400 Purchasing was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 1001 Executive Admin was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 1002 Executive General was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 2001 Operations Admin was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 2002 Operations General was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 3001 Sales Travel was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 3002 Sales General was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 3003 Sales Trade Shows was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 4001 Purchasing General was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 4002 Purchasing Admin was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 7000100 Office Supplies was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 7000101 Computer Hardware was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 7000102 Computer Software was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 7000103 Promotional Supplies was created.
GL	CSAdmin, CSAdmin	05/17/04	New GL segment value 7000104 Office

Profile Change Log

Any changes made to card profiles, including limit increases, modifications to blocked Merchant Category Codes, and other automation controls can be viewed using this report. Helpful for auditing card-level program changes.

Adobe Reader - [exportfile[1].pdf]

File Edit View Document Tools Window Help

Open Select Text 77% Search Adobe PDF files

Profile Change Log Date Range: 01/01/2004 to 10/29/2004

admin name	affected profile	change date	change details
CSAdmin, CSAdmin	Executive Card	06/07/04	Profile created with base funds of \$100,000.00 and credit limit of \$100,000.00.
CSAdmin, CSAdmin	Others: \$4000	06/07/04	Profile created with base funds of \$200.00 and credit limit of \$5,000.00.
CSAdmin, CSAdmin	Purchasing: \$25000	06/07/04	Profile created with base funds of \$100.00 and credit limit of \$25,000.00.
CSAdmin, CSAdmin	Vice President: \$20000	06/07/04	Profile created with base funds of \$10,000.00 and credit limit of \$20,000.00.
Accountant, Richard	Vice President: \$20000	06/11/04	Credit limit \$20,000.00 was changed to \$50,000.00.
Accountant, Richard	Vice President: \$20000	06/11/04	Credit limit \$50,000.00 was changed to \$20,000.00.
Accountant, Richard	Default	06/16/04	Profile created with base funds of \$100.00 and credit limit of \$10,000.00.
Accountant, Richard	Others: \$4000	06/22/04	Credit limit \$5,000.00 was changed to \$4,000.00.
Accountant, Richard	Others: \$4000	06/22/04	Profile name changed from Others: \$5000 to Others: \$4000.
Accountant, Richard	Others: \$4000	06/22/04	Permissions in MCC group Travel & Entertainment changed from 'Permitted' to 'Notify'.
Accountant, Richard	Others: \$4000	06/22/04	Automatic matching based on CRI was set to false.
Accountant, Richard	Others: \$4000	06/22/04	Automatic transaction match restriction changed from a maximum of 5 day(s) older to 5 day(s) older.
Accountant, Richard	Pilots	07/14/04	Profile created with base funds of \$150.00 and credit limit of \$5,000.00.
Accountant, Richard	Pilots	07/16/04	Incremental funds buffer percentage 15 of request total changed to 5.
Accountant, Richard	Pilots	07/16/04	Permissions in MCC group Cash changed from 'Notify' to 'Prohibited'.
Accountant, Richard	Pilots	07/16/04	Automatic matching based on CRI was set to false.
Accountant, Richard	Pilots	07/16/04	Automatic transaction match restriction changed from a maximum of 3 day(s) older to 3 day(s) older.
Accountant, Richard	Pilots	07/19/04	Discretionary funds amount \$150.00 changed to \$1,500.00.
Accountant, Richard	Pilots	07/19/04	Single transaction limit \$0.00 changed to \$750.00.
Accountant, Richard	Pilots	07/19/04	Permissions in MCC group Travel & Entertainment changed from 'Notify' to 'Prohibited'.
Accountant, Richard	Executive Card	07/21/04	Credit limit \$100,000.00 was changed to \$50,000.00.

11 x 8.5 in 1 of 4

Extended Transaction Details

Services Spend Detail Report

For merchants who submit Level III enhanced transaction data in the temporary service industry, ActivePay displays information about each transaction.

Extended Transaction Details: Services Spend Detail												Date Range: 01/01/2003 to 01/31/2004
company name	card holder name	card ID	reference #	txn date	TXN amount	employee name	service description	regular rate	regular time	overtime rate	overtime	misc expense
CSC STAFFING	ProgramAdmin, Peggy	8771	7029001680646165229	12/27/03	\$533.88							
CSC STAFFING	ProgramAdmin, Peggy	8771	7029001680646165229	12/27/03	\$533.88							
CSC STAFFING	ProgramAdmin, Peggy	8771	7029001680646165229	12/27/03	\$533.88							
CSC STAFFING	ProgramAdmin, Peggy	8771	7029001680646165229	12/27/03	\$533.88							
CSC STAFFING	ProgramAdmin, Peggy	8771	7029001680646165229	12/27/03	\$533.88							
CSC STAFFING	ProgramAdmin, Peggy	8771	7029001680646165229	12/27/03	\$533.88							

Shipping Spend Detail Report

For merchants who submit Level III enhanced transaction data in the temporary service industry, ActivePay displays information about each transaction.

Extended Transaction Details: Shipping Spend Detail											Date Range: 01/01/2003 to 01/31/2004
company name	card holder name	card ID	reference #	txn date	txn amount	pickup date	tracking number	customer ref number	sender name	destination name	weight
DAHL FREIGHT INC	ProgramAdmin, Peggy	3760	3945753649045126524	12/31/03	\$189.92						
DAHL FREIGHT INC	ProgramAdmin, Peggy	3760	3945753649045126524	12/31/03	\$189.92	01/03/04	QYQB154216	81628		Apu Natasapeerna	205.96 kgs
DAHL FREIGHT INC	ProgramAdmin, Peggy	3760	3945753649045126524	12/31/03	\$189.92	01/03/04	XBYZ681311	35784	Tom Joad	Augie Marsh	263.46 lbs
DAHL FREIGHT INC	ProgramAdmin, Peggy	3760	3945753649045126524	12/31/03	\$189.92	01/03/04	EECZ650300	52708			189.1 kgs
FED EX SHIPPING	ProgramAdmin, Peggy	3760	5293724189794718854	01/07/04	\$299.07						
FED EX SHIPPING	ProgramAdmin, Peggy	3760	5293724189794718854	01/07/04	\$299.07						
FED EX SHIPPING	ProgramAdmin, Peggy	3760	5293724189794718854	01/07/04	\$299.07						
FED EX SHIPPING	ProgramAdmin, Peggy	3760	5293724189794718854	01/07/04	\$299.07						
FED EX SHIPPING	ProgramAdmin, Peggy	3760	5293724189794718854	01/07/04	\$299.07						
FED EX SHIPPING	ProgramAdmin, Peggy	3760	5293724189794718854	01/07/04	\$299.07						
FED EX SHIPPING	ProgramAdmin, Peggy	3760	5293724189794718854	01/07/04	\$299.07						
FED EX SHIPPING	ProgramAdmin, Peggy	3760	5293724189794718854	01/07/04	\$299.07						
FED EX SHIPPING	ProgramAdmin, Peggy	3760	5293724189794718854	01/07/04	\$299.07						
DAHL FREIGHT INC	ProgramAdmin, Peggy	3760	7435526414259451000	12/17/03	\$279.39						
DAHL FREIGHT INC	ProgramAdmin, Peggy	3760	7435526414259451000	12/17/03	\$279.39	12/21/03	XQBC164223	25160			10.12 lbs
DAHL FREIGHT INC	ProgramAdmin, Peggy	3760	7435526414259451000	12/17/03	\$279.39	12/21/03	ZZXE218208	24111	Selma Bouvier	Donald Cervantes	263.91 lbs
DAHL FREIGHT INC	ProgramAdmin, Peggy	3760	7435526414259451000	12/17/03	\$279.39	12/21/03	BECCY805073	85610			185.72 kgs
DAHL FREIGHT INC	ProgramAdmin, Peggy	3760	7435526414259451000	12/17/03	\$279.39	12/21/03	XAXD511878	38482	Joe Gainsby		280.5 kgs
DAHL FREIGHT INC	ProgramAdmin, Peggy	3760	7435526414259451000	12/17/03	\$279.39	12/21/03	BCEB267613	13758	Tom Joad		210.2 kgs
FEDERAL EXPRESS FREIGHT IN	ProgramAdmin, Peggy	3760	7081198351478575648	12/03/03	\$626.47						
FEDERAL EXPRESS FREIGHT IN	ProgramAdmin, Peggy	3760	7081198351478575648	12/03/03	\$626.47	12/06/03	BXXXD284750	58318		Ned Fland	265.54 lbs
FED EX SHIPPING	ProgramAdmin, Peggy	3760	7641880485369546215	12/26/03	\$155.49						
FED EX SHIPPING	ProgramAdmin, Peggy	3760	7641880485369546215	12/26/03	\$155.49						
FED EX SHIPPING	ProgramAdmin, Peggy	3760	7641880485369546215	12/26/03	\$155.49						

Shipping Spend Summary Report

This summary report provides an overall picture of your shipping services vendor spend, including average transaction amount.

Extended Transaction Details: Shipping Spend Summary				Date Range: 01/01/2003 to 01/31/2004
company name	number of TXNs in period	total purchases	average transaction amount	
DAHL FREIGHT INC	54	\$31,291.36	\$579.47	
DAHL OVERNIGHT INC	33	\$20,572.74	\$623.42	
FED EX SHIPPING	26	\$13,670.48	\$525.79	
FEDERAL EXPRESS FREIGHT IN	20	\$9,773.96	\$488.70	
FEDERAL EXPRESS OVERNIGHT	24	\$11,465.29	\$477.72	
NEXT DAY SHIPPING	48	\$22,594.80	\$470.72	
NEXT DAY SHIPPING	8	\$5,189.68	\$648.71	
OVERNIGHT SHIPPING	65	\$34,824.91	\$535.77	
UPS SHIPPING	29	\$16,564.79	\$571.20	
UPS SHIPPING	4	\$2,176.92	\$544.23	
USPS FREIGHT INC	27	\$13,230.16	\$490.01	
USPS OVERNIGHT INC	71	\$44,145.27	\$621.76	

General Purchase Spend Summary Report

This summary report provides an overall picture of your spend at general merchants, including average transaction amount.

Adobe Reader - [exportfile-5.pdf]

File Edit View Document Tools Window Help

Open Save a Copy Print Email Search Select Text 91% Simplify your review cycles

General Purchase Spend Summary Date Range: 08/28/2004 to 12/28/2004

Total of General Purchase Related Expenses:		\$0.00		
vendor name	number of TXNs in period	total purchases	average transaction amount	
3M PRODUCTS	1	\$167.71	\$167.71	
ALPHAGRAPHICS	1	\$784.16	\$784.16	
BFI	1	\$669.27	\$669.27	
BOISE CASCADE	1	\$372.36	\$372.36	
CHEMLAWN	1	\$152.47	\$152.47	
CISCO SYSTEMS	1	\$12.12	\$12.12	
DELL COMPUTERS	1	\$962.64	\$962.64	
FASTSIGNS	1	\$340.98	\$340.98	
FISHER SCIENTIFIC	1	\$586.97	\$586.97	
GENERAL ELECTRIC	1	\$377.20	\$377.20	
JOHNSON CONTROLS	1	\$407.18	\$407.18	
KONICA	1	\$481.93	\$481.93	
LEXMARK	1	\$607.13	\$607.13	
LEXMARK	1	\$989.82	\$989.82	
MOTOROLA	1	\$251.91	\$251.91	
PACIFIC GAS	1	\$249.81	\$249.81	
STAPLES	1	\$763.25	\$763.25	
TERMINIX	1	\$393.24	\$393.24	
WASTE MANAGEMENT	1	\$47.59	\$47.59	

11 x 8.5 in 1 of 1

General Purchase Detail Report

For merchants who submit Level III enhanced transaction data, ActivePay displays information about each transaction.

Adobe Reader - [exportfile-4.pdf]

File Edit View Document Tools Window Help

Open Save a Copy Print Email Search Select Text 91%

Simplify your review cycles

General Purchase Spend Detail Date Range: 08/28/2004 to 12/28/2004

Total of General Purchase Related Transactions: \$0.00

vendor name	card holder name	mcc	mcc desc	card ID	reference #	post date	works doc ID	city	state	txn amount	purchase ID	CRI	description	quantity	amount
GENERAL ELECTRIC	Accountant, Richard	7512	AUTOMOBILE RENTAL AGENCY	2250	565831923050478696	11/23/04	TXN00001394	WESTPHALIA	MN	\$377.20	24117141129	16527164219913	Sales tax	0	\$0.00
GENERAL ELECTRIC	Accountant, Richard	7512	AUTOMOBILE RENTAL AGENCY	2250	565831923050478696	11/23/04	TXN00001394	WESTPHALIA	MN	\$377.20	24117141129	16527164219913	DENTAL DRIP BUCKET EA	5	\$1.86
GENERAL ELECTRIC	Accountant, Richard	7512	AUTOMOBILE RENTAL AGENCY	2250	565831923050478696	11/23/04	TXN00001394	WESTPHALIA	MN	\$377.20	24117141129	16527164219913	LIKE-NEW SPIKE EA	1	\$39.29
GENERAL ELECTRIC	Accountant, Richard	7512	AUTOMOBILE RENTAL AGENCY	2250	565831923050478696	11/23/04	TXN00001394	WESTPHALIA	MN	\$377.20	24117141129	16527164219913	HAND-CRANKED SPIKE EA	5	\$8.38
GENERAL ELECTRIC	Accountant, Richard	7512	AUTOMOBILE RENTAL AGENCY	2250	565831923050478696	11/23/04	TXN00001394	WESTPHALIA	MN	\$377.20	24117141129	16527164219913	SPILL-PROOF SLICER EA	1	\$129.19
GENERAL ELECTRIC	Accountant, Richard	7512	AUTOMOBILE RENTAL AGENCY	2250	565831923050478696	11/23/04	TXN00001394	WESTPHALIA	MN	\$377.20	24117141129	16527164219913	GENTLE CARE DISCARD SACK EA	7	\$2.68
GENERAL ELECTRIC	Accountant, Richard	7512	AUTOMOBILE RENTAL AGENCY	2250	565831923050478696	11/23/04	TXN00001394	WESTPHALIA	MN	\$377.20	24117141129	16527164219913	FROZEN BOOST PUMPEA	7	\$1.03
GENERAL ELECTRIC	Accountant, Richard	7512	AUTOMOBILE RENTAL AGENCY	2250	565831923050478696	11/23/04	TXN00001394	WESTPHALIA	MN	\$377.20	24117141129	16527164219913	GENTLE CARE BIB EA	13	\$9.05
BOISE CASCADE	Accountant, Richard	6011	FINANCIAL INSTITUTIONS-AUTOMATED CASH DISBURSEMENTS	2250	4362164758573316290	11/23/04	TXN00001394	WESTPHALIA	KY	\$372.36			Sales tax	0	\$0.00
BOISE CASCADE	Accountant, Richard	6011	FINANCIAL INSTITUTIONS	2250	4362164758573316290	11/23/04	TXN00001394	WESTPHALIA	KY	\$372.36			SHEER SPROCKET FA	2	\$44.09

11 x 8.5 in 1 of 13

Hotel Spend Detail Report

View detailed information about spend at hotels submitting Level III enhanced transaction data. This audit report helps Administrators analyze compliance with any travel policies.

Extended Transaction Details: Hotel Spend Detail										Date Range: 01/01/2003 to 01/31/2004
hotel name	card holder name	card ID	reference #	city	state	txn amount	voucher	arrival date	number of nights	rate
HILTON HOTELS	ProgramAdmin, Peggy	8674	4802624641404 811530	STONE MOUNTAIN	WI	\$6.87			0	\$0.00
HILTON HOTELS	ProgramAdmin, Peggy	8674	4802624641404 811530	STONE MOUNTAIN	WI	\$6.87			1	\$0.31
HILTON HOTELS	ProgramAdmin, Peggy	8674	4802624641404 811530	STONE MOUNTAIN	WI	\$6.87			1	\$0.87
HILTON HOTELS	ProgramAdmin, Peggy	8674	4802624641404 811530	STONE MOUNTAIN	WI	\$6.87			1	\$0.66
HILTON HOTELS	ProgramAdmin, Peggy	8674	4802624641404 811530	STONE MOUNTAIN	WI	\$6.87			1	\$0.44
HILTON HOTELS	ProgramAdmin, Peggy	8674	4802624641404 811530	STONE MOUNTAIN	WI	\$6.87			1	\$1.74
HILTON HOTELS	ProgramAdmin, Peggy	8674	4802624641404 811530	STONE MOUNTAIN	WI	\$6.87			1	\$0.09
HILTON HOTELS	ProgramAdmin, Peggy	8674	4802624641404 811530	STONE MOUNTAIN	WI	\$6.87			1	\$0.43
HILTON HOTELS	ProgramAdmin, Peggy	8674	3634160622508 079499	SNY DER	DE	\$43.49	7189880		0	\$0.00
HILTON HOTELS	ProgramAdmin, Peggy	8674	3634160622508 079499	SNY DER	DE	\$43.49	7189880		5	\$0.29
HILTON HOTELS	ProgramAdmin, Peggy	8674	3634160622508 079499	SNY DER	DE	\$43.49	7189880		3	\$1.44
HILTON HOTELS	ProgramAdmin, Peggy	8674	3634160622508 079499	SNY DER	DE	\$43.49	7189880		7	\$0.95
HILTON HOTELS	ProgramAdmin, Peggy	8674	3634160622508 079499	SNY DER	DE	\$43.49	7189880		2	\$0.71
HILTON HOTELS	ProgramAdmin, Peggy	8674	3634160622508 079499	SNY DER	DE	\$43.49	7189880		1	\$10.37
HILTON HOTELS	ProgramAdmin, Peggy	8674	3634160622508 079499	SNY DER	DE	\$43.49	7189880		3	\$1.36
HILTON HOTELS	ProgramAdmin, Peggy	8674	3634160622508 079499	SNY DER	DE	\$43.49	7189880		5	\$1.29
HILTON HOTELS	ProgramAdmin, Peggy	8674	3634160622508 079499	SNY DER	DE	\$43.49	7189880		5	\$0.12
HILTON HOTELS	ProgramAdmin, Peggy	8674	3634160622508 079499	SNY DER	DE	\$43.49	7189880		0	\$0.00
DAYS INN HOTELS	ProgramAdmin, Peggy	8674	7805052332607 797248	SNY DER	ID	\$243.71			0	\$0.00
DAYS INN HOTELS	ProgramAdmin, Peggy	8674	7805052332607 797248	SNY DER	ID	\$243.71			5	\$0.41
DAYS INN HOTELS	ProgramAdmin, Peggy	8674	7805052332607 797248	SNY DER	ID	\$243.71			11	\$5.13
DAYS INN HOTELS	ProgramAdmin, Peggy	8674	7805052332607 797248	SNY DER	ID	\$243.71			13	\$1.64
DAYS INN HOTELS	ProgramAdmin, Peggy	8674	7805052332607 797248	SNY DER	ID	\$243.71			1	\$24.61
DAYS INN HOTELS	ProgramAdmin, Peggy	8674	7805052332607 797248	SNY DER	ID	\$243.71			0	\$0.00

Hotel Spend Summary Report

View hotel spend consolidated by vendors and showing average transaction amount and number of transactions.

Extended Transaction Details: Hotel Spend Summary		Date Range: 01/01/2003 to 01/31/2004	
hotel name	number of TXNs in period	total purchases	average transaction amount
DAYS INN HOTELS	6	\$1,462.26	\$243.71
HILTON HOTELS	8	\$54.96	\$6.87
HILTON HOTELS	10	\$434.90	\$43.49
HYATT HOTELS	4	\$2,617.76	\$654.44

Airline Spend Detail Report

For airlines submitting Level III enhanced transaction detail, this report allows you to view itinerary numbers, ticket numbers, departure dates, and more.

Extended Transaction Details: Airline Spend Detail									
Date Range: 01/01/2003 to 01/31/2004									
carrier	card holder name	card ID	reference #	txn date	txn amount	itinerary	ticket number	departure date	
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	1337343571433470905	12/28/03	\$83.37				
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	1337343571433470905	12/28/03	\$83.37				
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	1337343571433470905	12/28/03	\$83.37				
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	1337343571433470905	12/28/03	\$83.37				
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	1337343571433470905	12/28/03	\$83.37				
DELTA AIRLINES	ProgramAdmin, Peggy	8010	5761841132262943478	01/14/04	\$554.71	8371050397798			
DELTA AIRLINES	ProgramAdmin, Peggy	8010	5761841132262943478	01/14/04	\$554.71	8371050397798			
DELTA AIRLINES	ProgramAdmin, Peggy	8010	5761841132262943478	01/14/04	\$554.71	8371050397798			
DELTA AIRLINES	ProgramAdmin, Peggy	8010	5761841132262943478	01/14/04	\$554.71	8371050397798			
DELTA AIRLINES	ProgramAdmin, Peggy	8010	5761841132262943478	01/14/04	\$554.71	8371050397798			
DELTA AIRLINES	ProgramAdmin, Peggy	8010	5761841132262943478	01/14/04	\$554.71	8371050397798			
DELTA AIRLINES	ProgramAdmin, Peggy	8010	5761841132262943478	01/14/04	\$554.71	8371050397798			
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	5287820422515945134	12/04/03	\$78.99				
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	5287820422515945134	12/04/03	\$78.99		XEBZ4614534387		12/06/03
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	5287820422515945134	12/04/03	\$78.99		XEBZ4614534387		12/06/03
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	1402127745859614957	12/16/03	\$560.42				
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	1402127745859614957	12/16/03	\$560.42				
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	1402127745859614957	12/16/03	\$560.42				
AMERICAN AIRLINES	ProgramAdmin, Peggy	8010	1402127745859614957	12/16/03	\$560.42				
AMERICA WEST AIRLINES	ProgramAdmin, Peggy	8010	6715339421235128067	12/14/03	\$865.71				
AMERICA WEST AIRLINES	ProgramAdmin, Peggy	8010	6715339421235128067	12/14/03	\$865.71				
AMERICA WEST AIRLINES	ProgramAdmin, Peggy	8010	6715339421235128067	12/14/03	\$865.71				
MIDWEST AIRLINES	ProgramAdmin, Peggy	8010	3141307520532532153	12/08/03	\$911.12				
MIDWEST AIRLINES	ProgramAdmin, Peggy	8010	3141307520532532153	12/08/03	\$911.12		YQZY1627708267		12/10/03

Airline Spend Summary Report

View summaries of spend for each airline to leverage data for vendor negotiations and travel policy enforcement.

Extended Transaction Details: Airline Spend Summary				Date Range: 01/01/2003 to 01/31/2004
carrier	number of TXNs in period	total purchases	average transaction amount	
AMERICA WEST AIRLINES	34	\$17,914.83	\$526.91	
AMERICAN AIRLINES	87	\$40,168.70	\$461.71	
BRANIFF AIRLINES	61	\$30,435.12	\$499.94	
DELTA AIRLINES	79	\$37,517.39	\$474.90	
MIDWEST AIRLINES	111	\$52,853.23	\$476.16	
SOUTHWEST AIRLINES	15	\$7,201.80	\$480.12	
TRANS-GLOBAL AIRLINES	82	\$44,625.03	\$544.21	

Car Rental Spend Detail Report

View spend at car rental organizations submitting Level III enhanced transaction data, including rental numbers, number of days, check out date, and more. This audit report helps Administrators analyze compliance with any travel policies.

Extended Transaction Details: Car Rental Spend Detail												Date Range: 01/01/2003 to 01/31/2004	
company name	card holder name	card ID	reference #	city	state	txn date	TXN amount	rental number	check out date	number of days	rate	rental class	
HERTZ CAR RENTAL	ProgramAdmin, Peggy	1084	4502958076338636521	ARQUESTIN	DE	01/18/04	\$458.32	3841272318502		0	\$0.00		
HERTZ CAR RENTAL	ProgramAdmin, Peggy	1084	4502958076338636521	ARQUESTIN	DE	01/18/04	\$458.32	3841272318502	01/15/04	13	\$3.09	ZA	
AVIS CAR RENTAL	ProgramAdmin, Peggy	1084	2263772306858990665	STONE MOUNTAIN	DC	01/03/04	\$701.08			0	\$0.00		
AVIS CAR RENTAL	ProgramAdmin, Peggy	1084	2263772306858990665	STONE MOUNTAIN	DC	01/03/04	\$701.08		12/31/03	1	\$91.73	XD	
DOLLAR CAR RENTAL	ProgramAdmin, Peggy	1084	9011041119719054115	SNYDER	NC	01/11/04	\$887.71			0	\$0.00		
DOLLAR CAR RENTAL	ProgramAdmin, Peggy	1084	9011041119719054115	SNYDER	NC	01/11/04	\$887.71		01/07/04	1	\$443.71	CZ	
HERTZ CAR RENTAL	ProgramAdmin, Peggy	1084	5547370638621321672	DEEP WATER	NM	01/08/04	\$977.30			0	\$0.00		
HERTZ CAR RENTAL	ProgramAdmin, Peggy	1084	5547370638621321672	DEEP WATER	NM	01/08/04	\$977.30			5	\$16.84		
HERTZ CAR RENTAL	ProgramAdmin, Peggy	1084	5547370638621321672	DEEP WATER	NM	01/08/04	\$977.30			13	\$23.22		
HERTZ CAR RENTAL	ProgramAdmin, Peggy	1084	5547370638621321672	DEEP WATER	NM	01/08/04	\$977.30			2	\$0.68		
HERTZ CAR RENTAL	ProgramAdmin, Peggy	1084	5547370638621321672	DEEP WATER	NM	01/08/04	\$977.30			7	\$18.28		
HERTZ CAR RENTAL	ProgramAdmin, Peggy	1084	5547370638621321672	DEEP WATER	NM	01/08/04	\$977.30			3	\$121.13		
HERTZ CAR RENTAL	ProgramAdmin, Peggy	1084	5547370638621321672	DEEP WATER	NM	01/08/04	\$977.30			0	\$0.00		
AVIS CAR RENTAL	ProgramAdmin, Peggy	1084	5719690527218141122	PARIS	WY	12/31/03	\$48.20			0	\$0.00		
AVIS CAR RENTAL	ProgramAdmin, Peggy	1084	5719690527218141122	PARIS	WY	12/31/03	\$48.20		01/01/04	7	\$0.46	QX	
DOLLAR CAR RENTAL	ProgramAdmin, Peggy	1084	7224033259844668970	DEEP WATER	MT	12/07/03	\$773.89			0	\$0.00		
DOLLAR CAR RENTAL	ProgramAdmin, Peggy	1084	7224033259844668970	DEEP WATER	MT	12/07/03	\$773.89			13	\$40.69		
DOLLAR CAR RENTAL	ProgramAdmin, Peggy	1084	7224033259844668970	DEEP WATER	MT	12/07/03	\$773.89			0	\$0.00		
AVIS CAR RENTAL	ProgramAdmin, Peggy	1084	5918360840401020004	LONDON	IN	12/10/03	\$946.07			0	\$0.00		
AVIS CAR RENTAL	ProgramAdmin, Peggy	1084	5918360840401020004	LONDON	IN	12/10/03	\$946.07			7	\$37.48		
AVIS CAR RENTAL	ProgramAdmin, Peggy	1084	5918360840401020004	LONDON	IN	12/10/03	\$946.07			1	\$359.91		
AVIS CAR RENTAL	ProgramAdmin, Peggy	1084	5918360840401020004	LONDON	IN	12/10/03	\$946.07			1	\$117.53		
AVIS RENT-A-CAR	ProgramAdmin, Peggy	1084	2989780868277643994	SNYDER	KY	12/08/03	\$572.24	44152394342		0	\$0.00		
AVIS RENT-A-CAR	ProgramAdmin, Peggy	1084	2989780868277643994	SNYDER	KY	12/08/03	\$572.24	44152394342	12/06/03	7	\$0.93	EA	

Car Rental Spend Summary Report

View summaries of spend at car rental companies for use in vendor negotiations and compliance in travel policy.

Extended Transaction Details: Car Rental Spend Summary Date Range: 01/01/2003 to 01/31/2004

company name	number of TXNs in period	total purchases	average transaction amount
AVIS CAR RENTAL	53	\$24,289.54	\$458.29
AVIS RENT-A-CAR	10	\$6,737.98	\$673.80
DOLLAR CAR RENTAL	50	\$29,186.46	\$583.73
DOLLAR RENT-A-CAR	6	\$3,613.66	\$602.28
ENTERPRISE CAR RENTAL	21	\$9,222.20	\$439.15
HERTZ CAR RENTAL	62	\$36,228.42	\$584.33
HERTZ RENT-A-CAR	4	\$2,162.24	\$540.56

Cardholder Reports

Cardholder: My Memo Statement

Any cardholder can view the statement associated with their card accounts, including historical transaction information. This feature helps eliminate the need for duplicate hard-copy statements, and makes it possible to move from paper statements to electronic statements.

My Memo Statement Date Range: 08/02/2004 to 08/01/2004

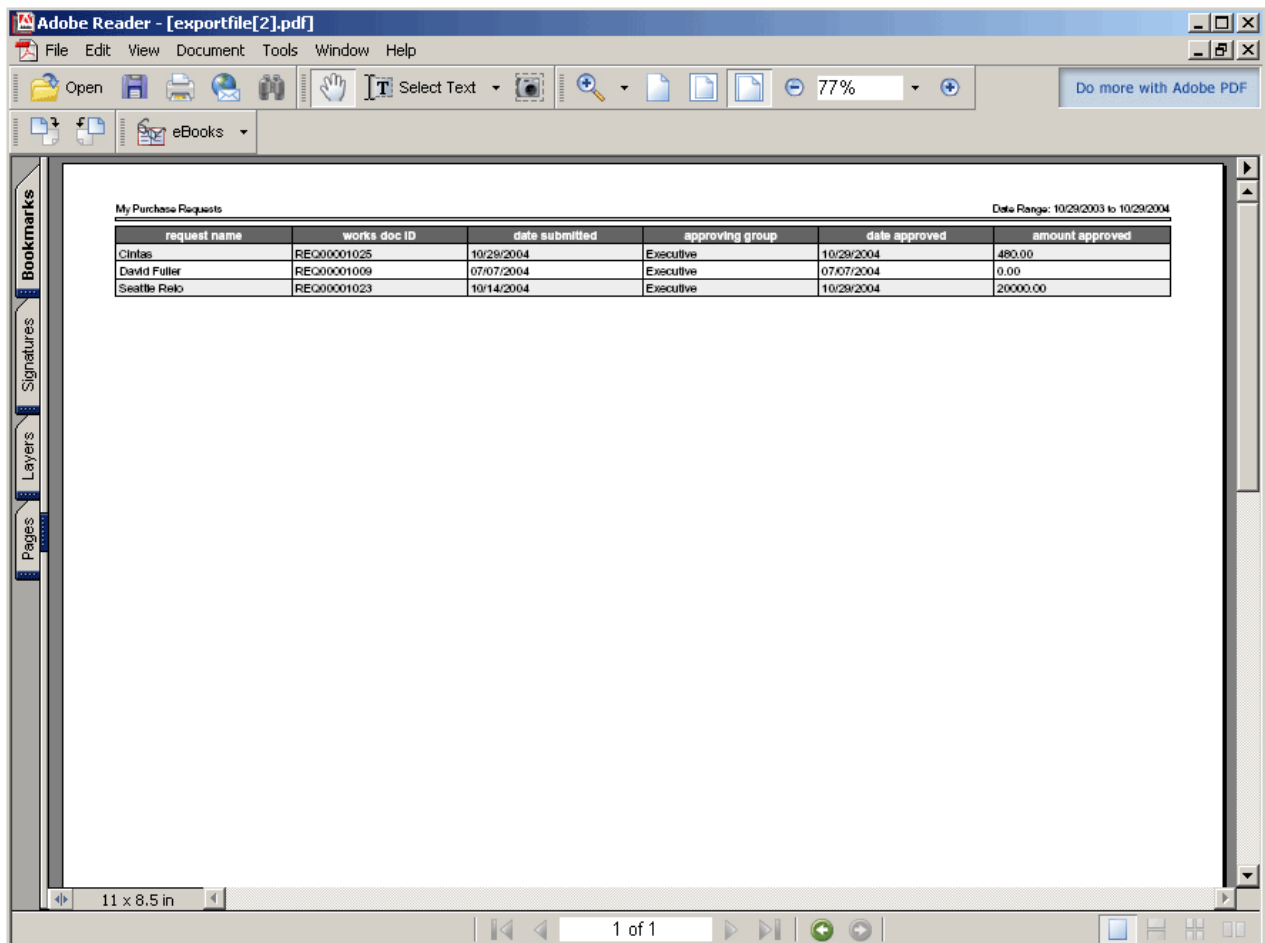
Demo Site (SunTrust)
6034 West Courtyard Drive
Austin, TX 78730

Total Activity: \$7,549.48	
Purchases and Other Charges: \$7,549.48	
Credits: \$0.00	
Payments: \$0.00	

card holder	card number	group	reference #	posted date	transaction date	transaction description	amount	source amount
Accountant, Richard Card Number: *2250 Group: Executive								
PURCHASE: \$7,549.48		CASH ADVANCE: \$0.00		CREDIT: \$0.00		TOTAL: \$7,549.48		PAYMENTS: \$0.00
Accountant, Richard	2250	Executive	7897019618609372106	08/16/04	07/04/04	AT&T WIRELESS	\$20.04	\$20.04
Accountant, Richard	2250	Executive	5439677931397872511	08/17/04	07/13/04	SIR SPEEDY	\$88.27	\$88.27
Accountant, Richard	2250	Executive	3745941215852948057	08/17/04	07/07/04	SUN MICRO	\$138.64	\$138.64
Accountant, Richard	2250	Executive	4257925198167908775	08/15/04	07/27/04	WYNDHAM HOTELS	\$170.74	\$170.74
Accountant, Richard	2250	Executive	2811845840396205408	08/17/04	08/08/04	USPS FREIGHT INC	\$248.93	\$248.93
Accountant, Richard	2250	Executive	2027075535381959363	08/17/04	07/02/04	PITNEY BOWES	\$304.42	\$304.42
Accountant, Richard	2250	Executive	5472105391632982574	08/17/04	08/08/04	3M PRODUCTS	\$312.52	100.63 MXN
Accountant, Richard	2250	Executive	5305325988823818435	08/15/04	07/17/04	KELLY TEMPORARY STAFFING	\$397.30	\$397.30
Accountant, Richard	2250	Executive	1859442849854310233	08/16/04	07/15/04	CINTAS	\$463.88	\$463.88
Accountant, Richard	2250	Executive	7904430565210216327	08/16/04	07/22/04	GENERAL ELECTRIC	\$565.07	840.68 CAD
Accountant, Richard	2250	Executive	8140980252056498377	08/15/04	08/10/04	HYATT HOTELS	\$728.47	\$728.47
Accountant, Richard	2250	Executive	5843628665328453662	08/16/04	07/13/04	MIDWEST AIRLINES	\$750.15	283.40 CAD
Accountant, Richard	2250	Executive	7459267158824912440	08/17/04	08/16/04	HILTON HOTELS	\$789.67	\$789.67
Accountant, Richard	2250	Executive	2125505718980315718	08/17/04	07/10/04	FEDERAL EXPRESS OVERNIGHT	\$840.39	\$840.39
Accountant, Richard	2250	Executive	28258215847533081	08/17/04	08/16/04	HERTZ CAR	\$865.74	\$865.74

Cardholder: My Purchase Requests

For ActivePay clients, using Purchase Requests, cardholders can immediately review their request history, including the date submitted and date approved.



Adobe Reader - [exportfile[2].pdf]

File Edit View Document Tools Window Help

Open Select Text 77% Do more with Adobe PDF

My Purchase Requests Data Range: 10/29/2003 to 10/29/2004

request name	works doc ID	date submitted	approving group	date approved	amount approved
Cintias	REQ00001025	10/29/2004	Executive	10/29/2004	480.00
David Fuller	REQ00001009	07/07/2004	Executive	07/07/2004	0.00
Seattle Relo	REQ00001023	10/14/2004	Executive	10/29/2004	20000.00

11 x 8.5 in 1 of 1

Cardholder: My Payable Allocations

Cardholders can generate their own reports showing transactions and reimbursements, along with their status. Reporting options include transactions designated as Awaiting Sign-off, Closed, or Batched in an export.

employee	purchase date	posted date	document number	parent request name	po number	payable status	vendor	allocation description	GL column	allocated amount
Accountant, Richard	07/27/04	08/15/04	TXN00001216			Awaiting Sign-Off	WYNDHAM HOTELS	WYNDHAM HOTELS - Purchase	100-1002--	157.24
Accountant, Richard	07/27/04	08/15/04	TXN00001216			Awaiting Sign-Off	WYNDHAM HOTELS	WYNDHAM HOTELS - Purchase	100-1002--	13.50
Accountant, Richard	07/13/04	08/17/04	TXN00001227			Awaiting Sign-Off	SIR SPEEDY	SIR SPEEDY - Purchase	100-1002-7000105--	20.50
Accountant, Richard	07/13/04	08/17/04	TXN00001227			Awaiting Sign-Off	SIR SPEEDY	SIR SPEEDY - Purchase	100-1002-7000105--	67.77
Accountant, Richard	07/07/04	08/17/04	TXN00001242			Awaiting Sign-Off	SUN MICRO	SUN MICRO - Purchase	100-1002--	136.46
Accountant, Richard	07/07/04	08/17/04	TXN00001242			Awaiting Sign-Off	SUN MICRO	SUN MICRO - Purchase	100-1002--	0.18
Accountant, Richard	08/16/04	08/17/04	TXN00001244			Awaiting Sign-Off	HERTZ CAR RENTAL	HERTZ CAR RENTAL - Purchase	100-1002-7000105--	825.25
Accountant, Richard	08/16/04	08/17/04	TXN00001244			Awaiting Sign-Off	HERTZ CAR RENTAL	HERTZ CAR RENTAL - Purchase	100-1002-7000105--	40.49
Accountant, Richard	08/16/04	08/17/04	TXN00001249			Awaiting Sign-Off	HILTON HOTELS	HILTON HOTELS - Purchase	100-1002--	663.95
Accountant, Richard	08/16/04	08/17/04	TXN00001249			Awaiting Sign-Off	HILTON HOTELS	HILTON HOTELS - Purchase	100-1002--	125.72
Accountant, Richard	07/17/04	08/15/04	TXN00001253			Awaiting Sign-Off	KELLY TEMPORARY STAFFING	KELLY TEMPORARY STAFFING - Purchase	100-1002--	377.92
Accountant, Richard	07/17/04	08/15/04	TXN00001253			Awaiting Sign-Off	KELLY TEMPORARY STAFFING	KELLY TEMPORARY STAFFING - Purchase	100-1002--	19.38
Accountant, Richard	07/17/04	08/16/04	TXN00001255			Awaiting Sign-Off	TRANS-GLOBAL AIRLINES	TRANS-GLOBAL AIRLINES - Purchase	100-1002-7000105--	816.47
Accountant, Richard	07/17/04	08/16/04	TXN00001255			Awaiting Sign-Off	TRANS-GLOBAL AIRLINES	TRANS-GLOBAL AIRLINES - Purchase	100-1002-7000105--	50.80
Accountant, Richard	07/22/04	08/16/04	TXN00001286			Awaiting Sign-Off	GENERAL ELECTRIC	GENERAL ELECTRIC - Purchase	100-1002-7000105--	136.48
Accountant, Richard	07/22/04	08/16/04	TXN00001286			Awaiting Sign-Off	GENERAL ELECTRIC	GENERAL ELECTRIC - Purchase	100-1002-	428.59



Individual Travel Card Cardholder Implementation Form

U.S.A. Patriot Act
Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each customer that opens an account.

Individual Employee Travel _____ Commonwealth Agency Card _____
(Please indicate with a check mark the type of Travel Card)

Information Embossed on Card:

Name line 1 _____ (25 Characters Max)
Name line 2 Commonwealth of PA
Employee Signature _____

Cardholder Information: (Mail Statement to)

Address Line 1 _____ (36 Characters Max)
Address Line 2 _____ (36 Characters Max)
City _____ (27 Characters Max) State ____ (2 Characters Max)
ZIP _____ (9 Characters Max)
Phone _____ (10 Characters Max)

Identification Information:

Social Security Number _____ Mothers Maiden Name _____
Date of Birth _____ Employee Number _____ (Information for Verification by Phone Inquiries)

For non-U.S. citizens, provide at least one (1) of the following:

U.S. taxpayer identification number: _____
Passport number and country of issuance: _____, _____
Alien identification number: _____

Home Address if different than mailing address:

Address Line 1 _____ (36 Characters Max)
Address Line 2 _____ (36 Characters Max)
City _____ (27 Characters Max) State ____ (2 Characters Max)
ZIP _____ (9 Characters Max)
Supervisor Signature _____ Date _____

To be completed by Agency Coordinator:

Agency Coordinator Name _____
Agency Name _____
Agency Number _____
Phone _____ Fax _____

Issue Card with Commonwealth Logo Y___ or N ____ (If the answer to this is NO, this application must be approved by Office of the Budget, Bureau of Financial)

Spending Limit _____ (The amounts entered here cannot exceed \$10,000. If cardholder limit exceeds \$10,000, this application must be approved by Office of the Budget, Bureau of Financial Management)

Agency Coordinator Signature _____ Date _____
Commonwealth Travel Card Coordinator Signature _____ Date _____



TRAVEL CARD CARDHOLDER AGREEMENT

1. DEFINITIONS. In this Agreement the following definitions apply.

"Agreement" means this Travel Card Cardholder Agreement and any amendment or addendum to this Agreement.

"We," "us," "our" or "Lender" means PNC Bank, N.A. or any person or entity to whom the rights of the Lender have been assigned.

"You," "your," "yours" or "Borrower" means the individual who has applied or accepted the Lender's offer for this credit account and for whom this account has been approved.

Other Terms Used in This Agreement.

"Billing Cycle" means the interval between the dates on which monthly statements are prepared or would have been prepared if one were required under the paragraph of this Agreement called "Monthly Statements."

"Maximum Credit Limit" or "Maximum Credit" means the total principal amount of credit available to you from time to time, the initial amount of which is identified on the PNC Bank Employee Travel Card Cardholder Implementation Form.

"Payment Due Date" means the date which will appear each month as the "Payment Due Date" on the billing statement. The Payment Due Date will be determined by the Lender at the Lender's discretion and is subject to change at the option of Lender.

"Termination" means that you will no longer be able to obtain loans or any extension of credit on this account. Termination affects the account permanently.

2. GENERAL DESCRIPTION OF THE ACCOUNT. This account is a revolving loan account, sometimes called a line of credit. You may obtain loans on this account in the ways described in the "Account Privileges" section of this Agreement, up to the Maximum Credit Limit until this account is terminated. Loans will be added to the balance of this account, to be repaid by payments in full each month. As the balance is repaid, the credit will again be available to you, up to the Maximum Credit until this account is terminated.

3. HOW YOU AGREE TO THE TERMS OF THIS ACCOUNT; BUSINESS PURPOSE USE ONLY. Applying for or accepting the Lender's offer for a line of credit account, using your card or your account or permitting someone else to use your card or account constitutes your agreement with us to be bound by this Agreement. You expressly agree that the card and the account will only be used for business purposes and for business travel and entertainment expenses relating to the business of the Commonwealth of Pennsylvania. You expressly agree that the card and the account will not be used for personal, family or household purposes.

4. ACCOUNT PRIVILEGES. We have established this account for you with a Maximum Credit in the amount set forth on PNC Bank Employee Travel Card Cardholder Implementation Form which may change from time to time and which will appear on your monthly billing statement. You may not use this account to make payment on this or any other PNC Bank account. You may continue to obtain loans by using your card until this account is terminated. You authorize us to charge this account for all for loans you make, even if such loans cause the balance to exceed the Maximum Credit, and for any other amounts which you agree in this Agreement to pay. If you lose the cards that were given to you to obtain loans from this account, or someone has obtained them without your permission, you must tell us immediately at 1-800-685-4039. We are not obligated to authorize transactions that cause your balance to exceed your Maximum Credit. We are not obligated to authorize transactions by you or received by us after this account is Terminated, if your balance exceeds your Maximum Credit, or if your card has been reported lost or stolen.

5. YOU AGREE:

- (a) To repay all amounts advanced hereunder as provided in this Agreement.
- (b) To pay at least the Minimum Monthly Payment each month on or before the Payment Due Date.
- (c) Not to make loans from this account which will cause the outstanding balance on this account at any time to exceed the Maximum Credit which we have now approved or may approve at any time in the future.
- (d) To immediately pay the amount of any loans in excess of the Maximum Credit.

(e) To pay us costs of collection if we take any action to collect this account or take any action in a bankruptcy proceeding filed by or against you if we are permitted by applicable law to charge you those costs. This shall include reasonable attorneys' fees and expenses to the maximum amount permitted by applicable law.

(f) Not to give us false information or signatures at any time or let anyone who is not a Borrower use this Account.

(g) To pay a Late Charge as provided in this Agreement.

(h) To honor any other promises that you make in this Agreement.

6. SECURITY INTEREST. We do not take any security interest to secure this account.

7. LATE CHARGE; FEES. If your Minimum Monthly Payment is not paid within sixty (60) days from the statement date, we will assess a Late Charge in the amount of \$15.00. If your Minimum Monthly Payment is not paid within ninety (90) days from the statement date, we will assess a Late Charge in an amount equal to two percent (2%) of the outstanding balance on your account. We will also charge a foreign exchange fee for use of the card in a foreign currency transaction. Visa will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%.

8. MINIMUM MONTHLY PAYMENT. The Minimum Monthly Payment will be due each month on or before the Payment Due Date and is an amount equal to the entire outstanding balance on this account at the end of each Billing Cycle.

9. PAYMENT APPLICATION. We will use payments made by you first to pay Late Charges, if any, and then to pay the outstanding principal on the account.

10. MONTHLY STATEMENTS. We will send you a monthly statement for each Billing Cycle in which: (a) activity is posted to your account; (b) we impose a finance charge to your account; or (c) there is a debit or credit balance of more than \$1.00 in your account. The statement will show advances made, the amount due, payments made and the balance which you owe. All payments must be made by a check, money order, or other instrument in U.S. dollars and must be received by us at the remittance address disclosed on your monthly statements. Unless you notify us in writing of errors in the statement within 60 days from the date it is mailed, the statement shall be considered correct and accepted by you. We need not mail you a statement if we deem this account uncollectible or if delinquency collection proceedings have been started by us.

11. CUSTOMER INFORMATION. We may share customer transaction and experience information among our PNC family of companies in order to service customer accounts.

12. DEFAULT. You will be in default if any of the following happens:

(a) If you fail to pay any monthly payment when it is due.

(b) If you fail to pay us the amount of any advances in excess of the Maximum Credit within 10 days after we mail a notice to you demanding the money.

(c) If you make an assignment for the benefit of creditors, if you are insolvent or if bankruptcy or receivership proceedings are filed by or against you.

(d) If you do not notify us within 10 days of any change in your employment.

(e) If you have made any untrue statements or have provided us with false information or signatures at any time.

(f) If you fail to keep any promise or perform any duty in this Agreement or any other loan or agreement with us. If a default occurs, we will have no further duty to make advances from this account and this account will be Terminated. This will happen without prior notice to you. If we choose, at our sole option, to make advances after default, you agree that we may charge those loans to this account. In addition, if a default occurs, amounts which you owe us under this Agreement shall be due and payable immediately, at our option. The other provisions of this Agreement will continue to apply to this account.

13. TERMINATION OF THE ACCOUNT. In addition to termination by default, either you or we may terminate this Agreement at any time by mailing or delivering a written notice to the other. After termination, we will not be required to make any new loans to you. Termination under this paragraph will not affect any card usage which comply with this Agreement or other loans made under this Agreement before the date on the termination notice. If we choose, at our sole option, to make advances after we have terminated this account but you have not given us notice of your terminating this account, you agree that we may charge those loans to this account. After termination under this paragraph, if you are not in default, you will have to pay the balance on this account and other amounts due in accordance with the terms of this Agreement. All other provisions of this Agreement will continue to apply. After termination, the card which is our property and which was provided to you to access your account must be returned to us immediately.

14. OUR LIABILITY. We have no responsibility for failure of any machine, merchant or other party to honor cards or any other means which we may permit from time to time to be used to obtain a loan from this account. We are not liable for any refusal to honor your card or for any retention of your card by us, any other bank, any merchant or any seller or lessor of goods or services.

15. POSTDATED, STALE DATED, AND STOP PAYMENT OF CHECKS. Procedures and laws applicable to postdated, stale dated and stop payment of checks in connection with transactions on regular checking accounts shall apply to checks under this Agreement. You agree not to issue postdated checks. You may place a stop payment order at any branch office, or by calling us or writing us at the following address: Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

16. AMENDMENT OF AGREEMENT. We may amend this Agreement from time to time, in any respect by giving you written notice where required by law. An amendment may change something in this Agreement, add something new or take something out. Such amendments will apply to outstanding balances and new loans except as otherwise indicated in the written notice. Such amendments will not become effective until the contract between PNC Bank and the Commonwealth of Pennsylvania has also been amended.

17. BINDING ON ESTATE. If we extend credit to you by posting any advance to your account prior to receiving written notice of your death or incapacity, such transaction shall be a valid and binding obligation of your estate and upon your heirs and personal representatives.

18. REMEDIES CUMULATIVE. Our remedies under this Agreement shall be cumulative and not alternative.

19. DELAY IN ENFORCEMENT. We can delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us of any provision of this Agreement will not be a waiver of the same or any other provision on any other occasion.

20. ASSIGNMENT. You may not assign or otherwise transfer your rights and privileges under this Agreement, or delegate your obligations to repay amounts you owe us. Any attempt to assign or delegate will be void and of no effect. We may assign any and all of our rights under this Agreement at any time without your consent. A person(s) to whom we assign this Agreement shall be entitled to all of our rights under this Agreement. None of your rights or obligations shall be affected by such assignment.

21. REPLACEMENT OF PRIOR AGREEMENTS. This Agreement replaces all earlier Agreements and governs all balances on this account, including balances carried over onto this account from any prior account, just as if it had been in effect before the first advance from this account.

22. COMMUNICATIONS CONCERNING DISPUTED DEBTS. All communication by you to us concerning disputed debts, including an instrument tendered as full satisfaction of the account, shall be sent to: PNC Bank, 500 First Avenue, P7-PFSC-04-B, Pittsburgh, PA 15219, fax number 412-762-9157.

23. GOVERNING LAW AND CONSTRUCTION. This Agreement has been accepted by us in Pennsylvania and all loans shall be extended by us to you in Pennsylvania. Regardless of the state of your residence or the place to which you submitted an application, you agree that the provisions of this Agreement relating to interest, charges and fees

shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Pennsylvania law. Unless preempted by federal law, other substantive terms and provisions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania procedural matters relating to the enforcement of the obligations stated in this Agreement and matters relating to the granting, perfection and enforcement of the security interest securing this Agreement shall be governed by the laws of the state where enforcement, granting or perfection take place.

24. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

25. UNAUTHORIZED USE. You may be liable for unauthorized use of your card. You will not be liable for unauthorized use that occurs after you notify us at 1-800-685-4039 of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.

Employee/Appointee Signature Date

Witness: _____

Print Name



PNC BANK
 TREASURY MANAGEMENT
 PITTSBURGH PA 15226

ACCOUNT NUMBER 4715 1500 1234 5678

PAYMENT DUE DATE MM-DD-YY

AMOUNT DUE **\$500,000.00**

COMPANY NAME
 12345 ANY STREET
 ANYWHERE ST 12345-9999

AMOUNT ENCLOSED \$

Please tear payment coupon at perforation

STATEMENT MESSAGES

CORPORATE ACCOUNT SUMMARY			
CORPORATE ACCOUNT NUMBER 4715 1500 1234 5678			
CLOSING DATE	07-10-03	PREVIOUS BALANCE	500,000.00
PAYMENT DUE DATE	07-15-03	PURCHASES AND CHARGERS	500,000.00
CREDIT LIMIT	1,000,000	CASH ADVANCES	0.00
AVAILABLE CREDIT	500,000	CREDITS	0.00
FOR CUSTOMER SERVICE CALL: 1-800-685-4039		PAYMENTS	500,000.00
		LATE PAYMENT CHARGES	0.00
SEND INQUIRIES TO: PNC BANK, N.A. PURCHASING CARD OPERATIONS 620 LIBERTY AVENUE, 32 ND FLOOR PITTSBURGH, PA 15226		NEW BALANCE	500,000.00
		TOTAL PAYMENT DUE	500,000.00
		DISPUTED AMOUNT	0.00



Acct. Number: 4715-1500-1234-5678

Credit Limit	1,000,000.00	Cash Advance Balance	0.00
Current Balance	500,000.00	Minimum Payment Due	500,000.00
Available Credit	500,000.00	Payment Due Date	07-15-03

CORPORATE ACCOUNT ACTIVITY

POST DATE	TRAN DATE	REFERENCE NUMBER	TRANSACTION DESCRIPTION	AMOUNT
MM-DD	MM-DD	99999999999999999999	PAYMENT RECEIVED – THANK YOU	500,000.00

INDIVIDUAL CARDHOLDER ACTIVITY

POST DATE	TRAN DATE	REFERENCE NUMBER	TRANSACTION DESCRIPTION	AMOUNT	
JOE CARDHOLDER:		CREDITS	PURCHASES	CASH ADV	TOTAL ACT.
4715150001234569		\$0.00	\$500,000.00	\$0.00	\$500,000.00
MM-DD	MM-DD	99999999999999999999	J-MART 8875 SOMEPLACE ST	\$250,000.00	
MM-DD	MM-DD	99999999999999999997	PURCH ID 9999 SALES TAX \$0.00 COMP MAX 704 SOMEPLACE ST	\$100,000.00	
MM-DD	MM-DD	88888888888888888888	PURCH ID 8744 SALES TAX \$0.00 BIG PAINT COMPANY SOMEPLACE ST	\$100,000.00	
MM-DD	MM-DD	877777777777566666666666	PURCH ID 7654 SALES TAX \$0.00 BIG OFFICE SUPPLIES SOMEPLACE ST	\$50,000.00	
			PURCH ID 88889 SALES TAX \$60.00		



PNC Bank Active Card Integration (ACI) Review

Table of Contents

Executive Summary

Brief Background

Section One: The Case for Active Card Integration

Subsection A: Increased Data Capabilities

Subsection B: Sample Process

Subsection C: Cost Savings with ACI Card Payment Extension

Subsection D: Potential Annual and Per-Transaction Cost Savings

Subsection E: Potential Annual Rebates

Subsection F: Quantifying the Cost Savings Potential for the ACI Program

Subsection G: Stakeholder Acceptance

Section Two: Implementation Plan

Subsection A: Senior Sponsorship

Subsection B: Program Administration

Subsection C: Planning the Program Structure

Subsection D: Set Targets and Monitoring Guidelines

Subsection E: Schedule of Activities

Detailed Implementation Plan

Executive Summary

In an effort to continue to improve process efficiencies and reduce overall operating cost it was determined to review alternate payment options currently available to the Commonwealth of Pennsylvania. After a thorough analysis of both the quantitative and qualitative factors involved, there is a potential opportunity for the Commonwealth of PA to reduce costs and improve controls within its purchasing and payment processes through deployment of the PNC Bank Active Card Integration (ACI) Program.

The Active Card Integration (ACI) system is the automated accounts payable disbursement solution with significant cost advantages as compared to check and ACH payments. Vendors paid using ACI are flagged in the SAP Accounts Payable system accordingly and a file containing invoice payment information is transmitted daily to the ACI system. The ACI system funds vendor specific zero dollar purchasing cards for the approved amount of the invoice and generates an email remittance to that vendor. Upon processing the remittance, the card's available credit is returned to a zero dollar credit limit.

Utilizing the Active Card Integration (ACI) system should also improve vendor relationships by providing a single source of remittance and payment information. Vendor management maintenance performed by Central Vendor Management should be minimized as multiple vendor records will be reduced to a single vendor record.

A recent analysis completed by the Commonwealth of Pennsylvania determined that the pass back processing cost from Treasury is \$0.62 for each ACH and each Check. This is determined by the monthly Treasury bill received. Currently the Commonwealth of PA processes an estimated \$5 Billion per year in expense related transactions. By deploying the Active Card Integration (ACI) Program a very realistic goal would be for the Commonwealth of PA to avoid internal transaction cost totaling \$125,000.00.

In addition to the potential cost avoidance the Commonwealth of Pennsylvania would also increase the revenue share for the current Purchasing Card Program by 10 basis points as well as generate an additional revenue share from PNC Bank.

By migrating just \$200 million of the annual spend the Active Card Integration (ACI) program will provide the Commonwealth of PA an annual financial benefit of over **\$2 Million Dollars**.

The increased controls over the current purchasing card program, along with the ability to provide vendors enhanced data will enable the Commonwealth of PA to better manage its vendor base, lower cost and increase revenue share for every agency that participates in the current purchasing card program.

This document provides a detailed business case explaining how these potential savings were calculated and how they can be realized. The following also provides a detailed process document on how the transaction will be managed by the Commonwealth of Pennsylvania and guidelines for implementation of Active Card Integration (ACI) Program.

Brief Background

PNC Bank Active Card Integration (ACI) Program expands existing payment options for an organization. Traditional organizations generate two payment files from their existing ERP (Enterprise Resource Planning) platform; one that identifies ACH (Automate Clearing House) payments and another that identifies check payments. Implementation of the ACI Program would enable an organization to create an additional payment file or Commercial Card run.

Active Card Integration (ACI) is a data exchange mechanism that allows organizations to automate the creation of a payment request from invoice information that already exists in organizations ERP software. The ACI interface will upload corresponding payment request data that will fund a vendor's dedicated card automatically. A confirmation of funding (remittance advice) is then sent to the appropriate vendor via email or fax to alert the vendor that their dedicated card can be charged for the specified amount. The remittance advice will contain information that is typically associated with a check remittance and has the ability to send more data than an ACH. The cards only available funds will be the approved amount from your organization allowing for maximum control of the disbursement. After the vendor has initiated the card transaction all available funds are removed until the next request is generated.

The ability to lower check disbursement cost, increase revenue share and keep all existing payment authorization policies and procedures the same as they are today are important features to the program. The implementation process and program management has minimal impact to an organization while maximizing payment control and cost reductions.

Section One: The Case for Active Card Integration

Purchasing cards were developed in the late 1980's as a way to help federal government employees acquire small dollar goods in an efficient and effective manner. The concept quickly migrated to the private sector in the early 1990's, with analyst identifying the low-dollar spend market in the U.S. as ranging from \$250 billion to a \$400 billion dollar opportunity for the purchasing card payment solution. Today purchasing cards have numerous other important benefits, such as the reduction or elimination of paperwork associated with requisitions, purchase orders, and invoices for thousands of small-dollar transactions.

Initial purchasing card programs were developed in a decentralized model with cards deployed to the end user. This model has been highly successful in reducing the back office paper flow from the traditional procure-to-pay process. As organizations develop innovative card applications to gain more efficiencies and financial incentives the centralized card program model has become an emerging trend. Organizations that deploy a centralized card program have decreased bank cost for processing checks, increased annual rebate, and extend float on current capital. Centralized card programs are typically associated with higher dollar transactions and strategic vendors. Centralized and decentralized card programs have significant benefits and successful card programs develop a strategy for implementing both.

The Commonwealth of Pennsylvania is currently processing several thousand expense related checks/ACHs for over \$5 billion annually. The Bureau of Financial Management receives a pass back charge of \$0.62 for each transaction. Many of these payments are made to suppliers that accept Visa.

Implementing an alternate payment method (ACI) to the Visa accepting vendors would eliminate the pass back charge and coincide with the Commonwealth's commitment to lower the amount of checks disbursed annually. ACI would also allow the Commonwealth of Pennsylvania to extend float on funds by an average of 20 days by virtue of the 30 day billing/5 day payment cycle.

Implementation of ACI would require additional workload for reconciliation and management of the program. These functions could be consolidated with the current Purchasing Card team and is easily justifiable by the cost savings that is generated by this program.

There is no cost to the Commonwealth of Pennsylvania for the Active Card Integration (ACI) program. PNC Bank will share the revenue generated by the program back to the Commonwealth of Pennsylvania. The annual revenue share payment potential to the Commonwealth of Pennsylvania should exceed \$1 million dollars.

Subsection A: Increased Data Capabilities

The Active Card Integration (ACI) program would allow the Commonwealth of Pennsylvania to make electronic payments not possible with ACH today. Previous attempts to move check payments to ACH have met with resistance from vendors as the Commonwealth could not send all the required data through a single source. ACI would allow the Commonwealth to send all the required data to the vendor through a single source thus increasing vendor participation in receiving electronic payments. (Sample Below)

Sample ACI remittance advice

Dear Office Warehouse,

To receive payment for the following invoice(s), please charge the total amount USD \$2,195.04 on your dedicated BFPM Inc. procurement card (account number ends with 8104). Please process this amount within 48 hours.

Details:

Invoice: 543207-00 Voucher: 134371	\$1,370.60
Invoice: 538567-00 Voucher: 134813	\$519.28
Invoice: 546867-00 Voucher: 134810	\$189.00
Invoice: 551489-00 Voucher: 134811	\$116.16

Total	\$2,195.04

If you have any questions about this invoice or if you need assistance, please contact Mr. Joe Q. Contact at (512) 555-1212, or Joe@BFPM.com.

BFPM record identifier: REQ00002054

Subsection B: Sample Process

The Active Card Integration (ACI) Program will allow all current processes prior to payment disbursement to remain identical to the end user. The current processing of invoices and all managerial review will not need be altered.

When a payment file is created for selected ACI vendors it will be sent directly to fund the dedicated vendor purchasing card account. The vendor will be notified via ACI remittance advice (see above) and they will receive payment immediately.

An advancement account will be created for all ACI payments. The advancement account will accumulate these transactions throughout the purchasing card cycle. The advancement account totals will be utilized for payment to the PNC Purchasing Card at the end of the billing cycle.

Subsection C: Cost Savings with ACI Card Payment Extension

The Active Card Integration (ACI) Program will extend overall payment terms by an average of 20 days. This is possible because the vendor will receive payment immediately from PNC while the Commonwealth of Pennsylvania will have a 30 day billing/5 day payment cycle with PNC. The extension is averaged at 20 days as each payment will fall within the 30 day billing cycle while adding a 5 day payment term.

The following table identifies the monthly cost savings by extending the payment terms:

	\$2,125,000	\$4,250,000	\$6,375,000	\$8,500,000
Monthly Purchasing Card Payment Volumes	\$2,125,000	\$4,250,000	\$6,375,000	\$8,500,000
Average Invoice Payment	\$2,000	\$2,000	\$2,000	\$2,000
Monthly # of Invoices Paid by Purchasing Card	1,063	2,125	3,188	4,250
Purchasing Card Billing Cycle Days	30	30	30	30
Purchasing Card Payment Terms Days	5	5	5	5
Extended Float from Paying Invoice with Purchasing Card*	20	20	20	20
Funding Rate - Cost of Funds	3.00%	3.00%	3.00%	3.00%
Float Benefit**	\$3,542	\$7,083	\$10,625	\$14,167
Per Day Benefit	\$161	\$322	\$483	\$644
*Assumes Pcard paid off of current invoice terms				
**Estimated Funding Rate				

Subsection D: Potential Monthly Per-Transaction Cost Savings

The Active Card Integration Program (ACI) will lower payment cost associated with generating Check/ACH payments. Currently the Bureau of Financial Management receives a pass back charge of \$0.62 per ACH/Check transaction that is created. This cost would be removed as the transactions would be switched to a credit card transaction. By eliminating the process of creating checks the Commonwealth of Pennsylvania would also benefit by moving towards their stated goal of reducing the number of check payments generated.

The following table identifies the monthly cost savings by removing per transaction cost:

	\$2,125,000	\$4,250,000	\$6,375,000	\$8,500,000
Monthly Purchasing Card Payment Volumes	\$2,125,000	\$4,250,000	\$6,375,000	\$8,500,000
Average Invoice Payment	\$2,000	\$2,000	\$2,000	\$2,000
Monthly # of Invoices Paid by Purchasing Card	1,063	2,125	3,188	4,250
Pass Back Cost per Transaction from Treasury	\$0.62	\$0.62	\$0.62	\$0.62
Per Transaction Cost Savings	\$659	\$1,318	\$1,976	\$2,635

Subsection E: Potential Annual Rebates

The Active Card Integration (ACI) program will become part of the current rebate process. Currently the Commonwealth of Pennsylvania receives a quarterly payment from PNC Bank for the existing Purchasing Card Program. By combining spend from the ACI Program with the Purchasing Card Program this will push the Commonwealth of Pennsylvania into higher rebate tiers. The higher rebate tiers will provide additional rebate to current program as well as a new rebate from the ACI Program.

The following table identifies the additional annual rebate generated by the ACI Program:

Annual Purchasing Card Payment Volumes	\$25,500,000	\$51,000,000	\$76,500,000	\$102,000,000
Average Invoice Payment	\$2,000	\$2,000	\$2,000	\$2,000
Annual # of Invoices Paid by Purchasing Card	12,750	25,500	38,250	51,000
Purchasing Card Billing Cycle Days	30	30	30	30
Purchasing Card Rebate % *	0.95%	0.95%	1.10%	1.20%
Additional Purchasing Card Rebate Payments	\$242,250	\$484,500	\$841,500	\$1,224,000

* Rebate % 's are determined by volume thresholds and payment terms

Subsection F: Quantifying the Cost Savings Potential for Purchasing Cards

The Active Card Integration (ACI) Program will save the Commonwealth of Pennsylvania a significant amount of money on an annual basis by making payments through the credit card process instead of the traditional check process. Three major areas for savings are check cost reduction, float benefit and annual rebate. Combining these three areas creates the overall financial benefit for the Commonwealth of Pennsylvania.

The following table identifies the combined benefits of the ACI Program:

Current Purchasing Card Payment Volumes	\$120,000,000	\$120,000,000	\$120,000,000	\$120,000,000
Annual ACI Purchasing Card Payment Volumes	\$50,000,000	\$100,000,000	\$150,000,000	\$200,000,000
Average Invoice Payment	\$2,000	\$2,000	\$2,000	\$2,000
Annual # of Invoices Paid by Purchasing Card	25,000	50,000	75,000	100,000
Purchasing Card Billing Cycle Days	30	30	30	30
Purchasing Card Payment Terms Days	5	5	5	5
Extended Float from Paying Invoice with Purchasing Card*	20	20	20	20
Funding Rate - Cost of Funds	3.00%	3.00%	3.00%	3.00%
Purchasing Card Rebate % **	0.95%	1.10%	1.20%	1.20%
Bank Costs Per Check Disbursement	\$0.62	\$0.62	\$0.62	\$0.62
Process Costs Savings Per Invoice Check Payment	\$0	\$0	\$0	\$0
PNC Annual Card Fee	\$0	\$0	\$0	\$0
Works Implementation Set-up Fee***	\$0	\$0	\$0	\$0
Current Purchasing Card Rebate Payments	\$1,140,000	\$1,320,000	\$1,440,000	\$1,440,000
Additional Purchasing Card Rebate Payments	\$475,000	\$1,100,000	\$1,800,000	\$2,400,000
Check Cost Savings	\$15,500	\$31,000	\$46,500	\$62,000
Process Cost Savings	\$0	\$0	\$0	\$0
Float Benefit****	\$82,192	\$164,384	\$246,575	\$328,767
Total Financial Benefit	\$1,712,692	\$2,615,384	\$3,533,075	\$4,230,767
Total Financial Costs	\$0	\$0	\$0	\$0
Net Financial Benefit	\$1,712,692	\$2,615,384	\$3,533,075	\$4,230,767

*Assumes Pcard paid off of current invoice terms

** Rebate % 's are determined by volume thresholds and payment terms

*** Works Dedicated Implementation Engineer

****Estimated Funding Rate

Subsection G: Stakeholder Acceptance

A key concern in any initiative is how it will be received by those who will be affected. Implementing the Active Card Integration (ACI) Program in the model of the current Advancement Account Process will have minimal affect to the Commonwealth of Pennsylvania's current procedures. Since the program will exist in a procedure that has already been internally approved all other concerns are operational not procedural and can be managed during the implementation process.

Section Two: Implementation Plan

The decision to move forward with the Active Card Integration (ACI) Program the remainder of this document will serve as a reference guide for implementation. The following plan is based on standard ACI implementation plan and Best Practice's developed by PNC & Works.

Subsection A: Senior Sponsorship

Successful programs require strong and active senior sponsorship for implementation and goal-setting. This sponsorship allows stakeholders to move programs forward by re-evaluating traditional policies and procedures and developing a plan that will most closely work within these guidelines. This sponsorship is a key factor for getting maximum value from the ACI Program

It is recommended that as a first step towards the launch of the ACI program, that the Commonwealth of Pennsylvania issue strong endorsement of the program to all affected stakeholders. This endorsement should contain a brief explanation of the rationale for the decision, and the benefits that should be expected from the use of the ACI program.

Senior Sponsorship will need to be an ongoing component of the program. We recommend senior officials continually monitor program results progress and communicate successes, using this assessment as a tool to drive expectation and goal setting.

Subsection B: Program Administration

With Senior Sponsorship in place the Commonwealth of PA will need to create a structure for the administration of the Active Card Integration (ACI) program. We recommend that at least one individual be responsible for overseeing and championing the program. A likely candidate for this would be Lisa Cressinger.

As purchasing cards will likely form only a small part of Lisa's day-to-day duties, we recommend that a program administrator also be appointed. This person may be selected from the current Purchasing Card staff. A likely candidate for this would be Dwight Steinly. This responsibility may expand to another individual as the program matures from pilot to a more expanded roll-out. It is expected that the anticipated revenue share from the ACI program will be able to justify additional resources as required.

Subsection C: Planning the Program Structure

There are key items to consider when creating the program structure for the Active Card Integration (ACI) program structure. Responsibility for these key items will need to be identified prior to program pilot phase.

1. ACI Vendor Enrollment
2. ACI Vendor Control in SAP
3. ACI Vendor Card Ordering Process
4. ACI Daily Management

Vendor Enrollment

The Commonwealth of Pennsylvania's current vendor database includes a large percentage of vendors that already accept Visa as a form of payment. The initial enrollment will target a select group of vendors chosen by the Commonwealth of Pennsylvania. After the pilot has been completed PNC will work with the Commonwealth of Pennsylvania to migrate vendors from the expensive check process to the Active Card Integration (ACI) program.

Vendor Enrollment will be comprehensive and will include a dedicated enrollment representative from PNC Bank. Each vendor will be made aware of the benefits of accepting a preferred method of payment from the Commonwealth of Pennsylvania, how he or she will receive notification of the payment and how to process the payment. Once the vendor understands the ACI process they will receive follow up documentation confirming the ACI program details.

ACI Vendor Control in SAP

After the Vendor has been confirmed for enrollment in the Active Card Integration (ACI) program their vendor profile in SAP will need to be modified. SAP allows for alternate payment types for established vendors. The payment type will then need to be switched from check or ACH to the ACI payment type. This payment type can not be adjusted once it is established without communication to the vendor.

ACI Vendor Card Ordering Process

After the Vendor has been confirmed for enrollment in the Active Card Integration (ACI) program a dedicated ACI Vendor Card will need to be ordered. The card number, expiration date and CVV value (located on the back of the card) will need to be delivered to the vendor. The vendor will use this information for processing the ACI payment from the Commonwealth of Pennsylvania.

ACI Daily Management

The Active Card Integration (ACI) Program will require daily monitoring to ensure the accuracy of credit card transactions. In the unlikely event that a transaction is not processed by a vendor this will require manual follow up to solve the issue. This is a rare occurrence, however making sure that all ACI payments are processed in a timely manner will ensure efficiency and accuracy.

Subsection D: Set Targets and Monitoring Guidelines

Most successful programs establish program targets to measure the performance of individual business units and the organization as a whole.

In setting program targets for both vendor enrollment and spend levels would help ensure that the goals for implementing the Active Card Integration (ACI) program are realized. This would be done by reviewing the Commonwealth of Pennsylvania's vendor database and determining the overall potential of the ACI program.

After the overall potential has been established setting timelines to meet a certain number/percentage of vendors and a certain number/percentage of spend volume would help the Commonwealth of Pennsylvania realize significant rebate incentives.

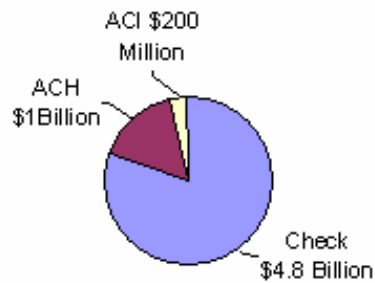
Example:

Setting goals to migrate \$200 million in check spend to the ACI Program.

Disbursements before ACI Program



Disbursements After ACI Program



Subsection E: Schedule of Activities

May 2007

- Gain Senior Sponsorship
- Set Implementation Goals

June 2007

- Begin Implementation
- Enroll Target Vendors
- Complete Implementation

July 2007

- Initiate ACI Transactions
- Evaluate Pilot Process
- Update Procedures

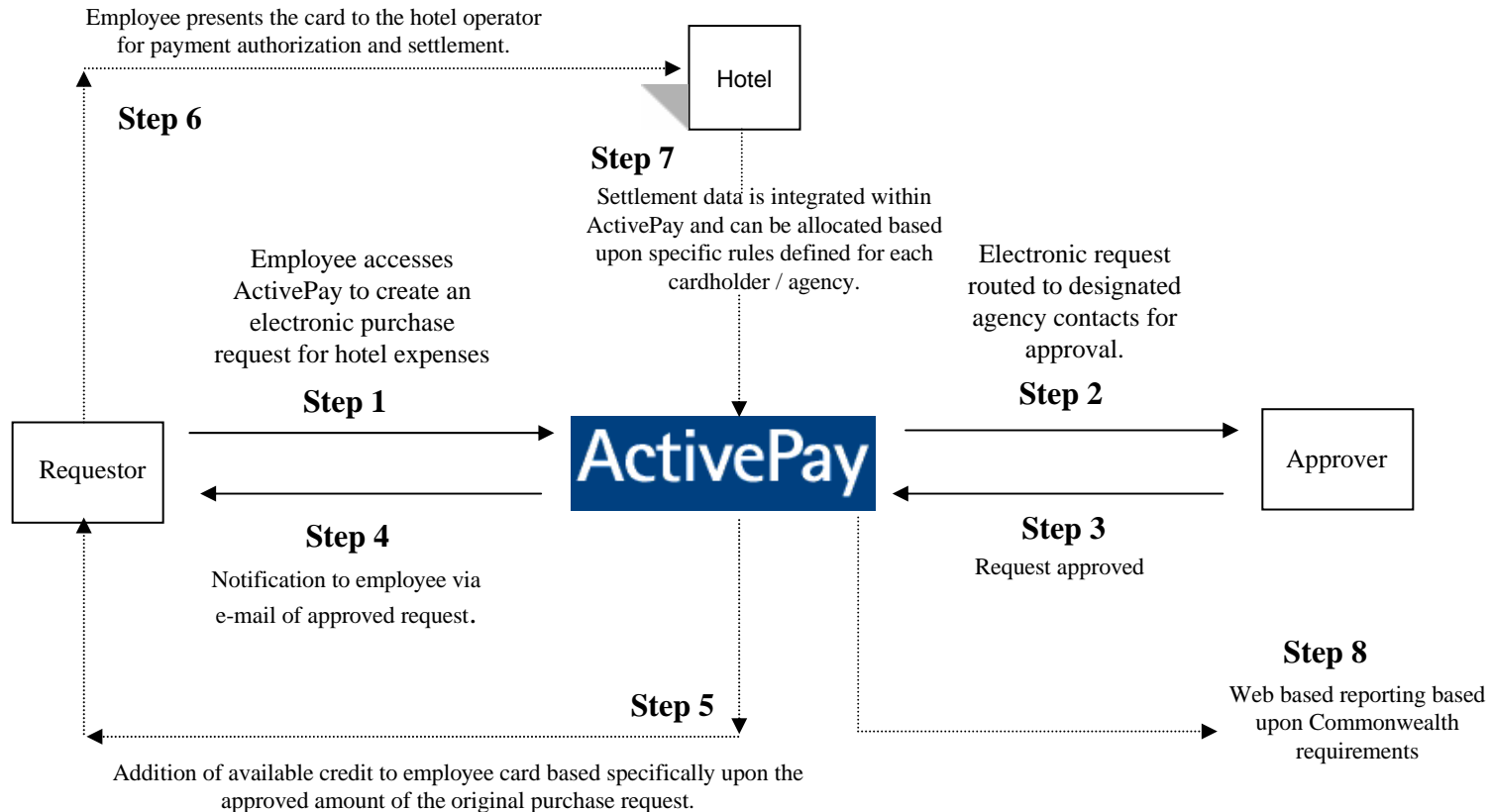
August 2007

- Review Goals
- Begin Rollout

Detailed Implementation Plan

PNC will provide a detailed implementation plan to the Commonwealth of Pennsylvania that will facilitate the successful launch of the Active Card Integration (ACI) Program. The Commonwealth of Pennsylvania will also be provided with dedicated Implementation Engineer's that will assist with all technical aspects of Active Card Integration (ACI) Program.

Hotel Orders – Process Overview with ActivePay



Index of Available Reports

Please click report title to view sample.

Spending Analysis

Annual Cardholder Summary.....	02
Annual Company Summary.....	03
Non-Preferred Supplier Spending Summary.....	04
Non-Preferred Supplier Spending Detail.....	05
Organization Spending Summary.....	06
Purchasing Supplier Summary.....	07
Purchasing Supplier Detail.....	08
Quarterly Cardholder Summary.....	09
Quarterly Cardholder Detail.....	10
Quarterly Company Summary.....	11
Spending Analysis – By Location.....	12
MCG Spending Summary – All MCGs.....	13
MCG-MCC Spending Summary – All MCGs.....	14
MCG-MCC-Supplier Spending Summary – All MCGs.....	15
MCG Spending Detail – All MCGs: All MCGs: All Suppliers.....	16
Spending by MCG Summary.....	17
Spending by MCG Detail.....	18
Supplier Spending Summary – All Suppliers.....	19
Supplier Spending Detail – All Suppliers.....	20
Supplier Chain Spending Summary – All Supplier Chains.....	21
Supplier Chain Spending Detail – All Supplier Chains.....	22
Supplier Chain – Supplier Spending Summary – All Supplier Chains.....	23

Supplier Chain – Supplier Spending Detail – All Supplier Chains.....	24
T&E Supplier Summary.....	25
T&E Supplier Detail.....	26

Program Administration

Card Accounts – With Activity.....	27
Card Accounts – With No Activity.....	28
Cardholder Detail.....	29
Cardholder Statement Summary.....	30
Cardholder Statement Detail.....	31
Company Billing Summary – All Billing Accounts.....	32
Company Billing Detail – All Billing Accounts.....	33
Company Statistics – HQ.....	34
Cost Allocation – Pending.....	35
Expense Reports – All.....	36
Spending by Accounting Code Summary – Corporate GL Code – All Accounting Codes.....	37
Spending by Accounting Code Detail – Corporate GL Code – All Accounting Codes.....	38
Spending by Accounting Code Detail – Corporate GL Code – 12543.....	39
Users with Multiple Account Access.....	40

Exception Situations

Allocation Status – Allocated.....	41
Credit Detail.....	42
Disputed Amounts.....	43

MCC Exceptions Summary.....	44
MCC Exceptions Detail by MCC.....	45
MCC Exceptions Detail by Cardholder.....	46
Multiple Transactions.....	47
Over Spending Limit.....	48
Over/Under Spending Limit.....	49
Under Spending Limit.....	50
Past Due Accounts.....	51
Unexpected Transactions.....	52

Fleet Services

Vehicle Activity.....	53
High Purchase Amount – Fuel and Non-Fuel.....	54
High Purchase Amount – Fuel.....	55
High Purchase Amount – Non-Fuel.....	56
Service Station Activity Summary – All Suppliers.....	57
Service Station Activity Detail – BP US, San Francisco Ca.....	58

Travel Management

Car Rental Supplier Ranking.....	59
Car Rental Transaction Detail.....	60
Cash Advance.....	61
Lodging Supplier Ranking.....	62
Lodging Transaction Detail.....	63
Travel Activity.....	64
City Pairs by Origin City.....	65
Travel Credits.....	66
Travel Itinerary Report.....	67

Travel Itinerary with Leg Detail Report.....	68
Travel Supplier Ranking.....	69

Tax

U.S. Sales and Use Tax Reports.....	70
U.S. Sales and Use Tax Audit Reports.....	71
Canadian Tax Reports.....	72
Canadian Estimation Tax Reports.....	73
GST Reports for Australia, New Zealand, Singapore, Guatemala and El Salvador Summary.....	74
GST Reports for Australia, New Zealand, Singapore, Guatemala and El Salvador Detail.....	75
Thailand VAT Reports.....	76
VAT Reports for European Based Companies.....	77

Line Item Detail

Travel Transaction Line Item Detail.....	78
Purchasing Transaction Line Item Detail.....	79
Folio Transaction Line Item Detail.....	80
Car Rental Transaction Line Item Detail.....	81
Fleet Transaction Line Item Detail.....	82
Cost Allocation Line Item Detail.....	83

Annual Cardholder Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Calendar from 03/01/2002 to 11/12/2002

Month	Airlines	Auto / Vehicle Rentals	Lodging	Cash Advances	Entertainment	Auto / Vehicle Expenses	Restaurants	All Other	Total Amount
Card Holder : ANDERSON, BILL									
Card Account No. : XXXX 9100 0000 0005									
July	0.00	420.00	1,468.00	330.00	0.00	970.64	0.00	254.00	3,442.64
August	0.00	88.00	366.00	0.00	0.00	0.00	0.00	7,840.00	8,294.00
September	0.00	98.00	566.00	0.00	0.00	0.00	0.00	0.00	664.00
Card Account Totals	0.00	606.00	2,400.00	330.00	0.00	970.64	0.00	8,094.00	12,400.64

Annual Company Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Calendar from 03/01/2002 to 11/12/2002

Month	Airlines	Auto / Vehicle Rentals	Lodging	Cash Advances	Entertainment	Auto / Vehicle Expenses	Restaurants	All Other	Total Amount
June	9,180.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,180.00
July	1,160.00	14,133.40	6,906.88	3,187.70	460.00	54,596.50	550.66	3,630.04	84,625.18
August	0.00	1,137.00	1,420.00	0.00	0.00	198.00	0.00	9,050.00	11,805.00
September	0.00	1,867.00	2,244.00	0.00	184.00	282.00	691.12	1,975.48	7,243.60
Account Totals	10,340.00	17,137.40	10,570.88	3,187.70	644.00	55,076.50	1,241.78	14,655.52	112,853.78
Total Transactions	16	39	39	21	3	42	13	38	211
Average Transaction	646.25	439.42	271.05	151.80	214.67	1,311.35	95.52	385.67	534.85

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

Non-Preferred Supplier Spending Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Merchant Category Code Name	Total Transactions	Total Amount
AIR CANADA	2	2,360.00
AIR FRANCE	2	6,000.00
AMERICAN	4	1,500.00
AUTOMATED FUEL DISPENSERS	30	35,798.00
AUTOMOTIVE TIRE STORES	1	175.00
AVIS RENT-A-CAR	26	3,992.40
BARS/TAVERNS/LOUNGES/DISCOS	3	294.32
CATALOG MERCHANT	1	125.00
CIGAR STORES/STANDS	2	316.00
COMPUTER SOFTWARE STORES	9	6,076.85
COMPUTERS/PERIPHERALS/SOFTWARE	3	1,478.22
DATING & ESCORT SERVICES	2	411.00
EATING PLACES/RESTAURANTS	7	774.46
ELECTRONIC CASH WITHDRAWAL	7	927.19
FINANCIAL INST/AUTO CASH	7	1,317.32
FINANCIAL INST/MANUAL CASH	7	943.19
FINANCIAL INST/MERCHANDISE	7	1,778.00
FLORISTS	2	370.00
FOUR SEASONS	6	2,700.88
GIFT/CARD/NOVELTY AND SOUVENIR STORES	1	1,160.00
HERTZ	12	13,025.00
HILTON	1	250.00
HOLIDAY INN	4	808.00

Non-Preferred Supplier Spending Detail

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 07/12/2002

MCC				
Cardholder Name	Supplier Name	Transaction Date	Transaction Amount	Organization
Card Account No.	Supplier Location	Posting Date		Manager
3009 AIR CANADA				
SMITH, BARRY	AIR CANADA	06/12/2002	1,180.00	SALES
XXXX 9100 0000 0002	CA, WINNIPEG MB	06/15/2002		SABEAN, BRIAN
THOMPSON, JEFF	AIR CANADA	06/19/2002	1,180.00	MARKETING
XXXX 9100 0000 0003	CA, WINNIPEG MB	06/22/2002		BAKER, DUSTY
Totals for AIR CANADA			2,360.00	2 Transactions
3007 AIR FRANCE				
SMITH, BARRY	AIR FRANCE	06/13/2002	3,000.00	SALES
XXXX 9100 0000 0002	FR, PARIS FRAN	06/16/2002		SABEAN, BRIAN
THOMPSON, JEFF	AIR FRANCE	06/20/2002	3,000.00	MARKETING
XXXX 9100 0000 0003	FR, PARIS FRAN	06/23/2002		BAKER, DUSTY
Totals for AIR FRANCE			6,000.00	2 Transactions
3001 AMERICAN				
SMITH, BARRY	AMERICAN	06/14/2002	500.00	SALES
XXXX 9100 0000 0002	US, SAN MATEO CA	06/17/2002		SABEAN, BRIAN
SMITH, BARRY	AMERICAN	06/15/2002	250.00	SALES
XXXX 9100 0000 0002	US, SAN MATEO CA	06/18/2002		SABEAN, BRIAN
THOMPSON, JEFF	AMERICAN	06/21/2002	500.00	MARKETING
XXXX 9100 0000 0003	US, SAN MATEO CA	06/24/2002		BAKER, DUSTY
THOMPSON, JEFF	AMERICAN	06/22/2002	250.00	MARKETING
XXXX 9100 0000 0003	US, SAN MATEO CA	06/25/2002		BAKER, DUSTY

Organization Spending Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Organization Name	Total Purchases	Airlines	Auto / Vehicle Rentals	Lodging	Cash Advances	Entertainment	Auto / Vehicle Expenses	Restaurants	All Other
HQ	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SALES	25,748.00	4,840.00	120.00	374.00	450.00	250.00	18,468.00	173.00	1,073.00
MARKETING	30,022.64	4,340.00	14,099.00	820.00	900.00	0.00	1,425.86	608.78	7,829.00
HR	65,133.14	1,160.00	2,918.40	9,376.88	1,837.70	394.00	35,182.64	460.00	13,803.52
OPERATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OPERATION 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Market Research	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MarCom	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Quality Assurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Purchasing Supplier Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Report Level: Supplier

MCG MCC	Transactions		Purchase Information				Fiscal Year to Date	
	Count	With Detail	Purchases	Credits	Net Amount	Avg. Amount	Purchases	Credits
BUSINESS EXPENSES/SERVICES								
COMPUTER SOFTWARE STORES	9	6	6,076.85	0.00	6,076.85	675.21	0.00	0.00
COMPUTERS/PERIPHERALS/SOF TWARE	3	1	1,478.22	0.00	1,478.22	492.74	0.00	0.00
FLORISTS	2	0	370.00	0.00	370.00	185.00	0.00	0.00
STATIONERY/OFFICE SUPPLIES	3	1	1,611.00	0.00	1,611.00	537.00	0.00	0.00
BUSINESS EXPENSES/SERVICES Totals	17	8	9,536.07	0.00	9,536.07	560.95	0.00	0.00
MISCELLANEOUS								
CATALOG MERCHANT	1	0	125.00	0.00	125.00	125.00	0.00	0.00
DATING & ESCORT SERVICES	2	0	411.00	0.00	411.00	205.50	0.00	0.00
FINANCIAL INST/MERCHANDISE	7	0	1,778.00	0.00	1,778.00	254.00	0.00	0.00
MASSAGE PARLORS	3	0	281.67	0.00	281.67	93.89	0.00	0.00
MISCELLANEOUS Totals	13	0	2,595.67	0.00	2,595.67	199.67	0.00	0.00
RETAIL								
CIGAR STORES/STANDS	2	0	316.00	0.00	316.00	158.00	0.00	0.00
GIFT/CARD/NOVELTY AND SOUVENIR STORES	1	1	1,160.00	0.00	1,160.00	1,160.00	0.00	0.00
JEWELRY STORES	1	0	275.00	0.00	275.00	275.00	0.00	0.00
PKG STORES/BEER/WINE/LIQUOR	2	0	95.00	0.00	95.00	47.50	0.00	0.00

Purchasing Supplier Detail

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Supplier

Cardholder Name	Card Account No.	Transaction Date	Posting Date	Supplier Location	Reference No.	Transaction Amount
ANDERSON, BILL	XXXX 9100 0000 0005	07/04/2002	07/04/2002	US, UNIT	21564450151316055454471	254.00
DOE, JASON	XXXX 9100 0000 0007	07/04/2002	07/04/2002	US, UNIT	21564450151316055454471	254.00
MONTOYA, LIVAN	XXXX 9100 0000 0008	07/04/2002	07/04/2002	US, UNIT	21564450151316055454471	254.00
SMITH, BARRY	XXXX 9100 0000 0002	07/04/2002	07/04/2002	US, UNIT	21564450151316055454471	254.00
SMITH, RUSS	XXXX 9100 0000 0006	07/04/2002	07/04/2002	US, UNIT	21564450151316055454471	254.00
SUAREZ, BENITO	XXXX 9100 0000 0004	07/04/2002	07/04/2002	US, UNIT	21564450151316055454471	254.00
THOMPSON, JEFF	XXXX 9100 0000 0003	07/04/2002	07/04/2002	US, UNIT	21564450151316055454471	254.00
Totals				7 Transactions		1,778.00
1-800-FLORIST						
GABLES, MARVIN	XXXX 9100 0000 0012	09/04/2002	09/04/2002	US, ATLANTA GA	58564450151316055454471	145.00
1-800-FLORIST Totals				1 Transaction		145.00
CIGAR STORE						
JACOBS, PEDRO	XXXX 9100 0000 0014	07/01/2002	07/01/2002	US, WALNUT CREEK CA	21564450151316055454471	150.00
JACOBS, PEDRO	XXXX 9100 0000 0014	07/03/2002	07/03/2002	US, WALNUT CREEK CA	21564450151316055454471	166.00
CIGAR STORE Totals				2 Transactions		316.00
CINDERELLA SHOES						
MARKS, JASON	XXXX 9100 0000 0015	07/01/2002	07/01/2002	US, WALNUT CREEK CA	21564450151316055454471	567.78
CINDERELLA SHOES Totals				1 Transaction		567.78

Quarterly Cardholder Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Calendar from 04/01/2002 to 06/30/2002

Month	Airlines	Auto / Vehicle Rentals	Lodging	Cash Advances	Entertainment	Auto / Vehicle Expenses	Restaurants	All Other	Total Amount
Card Holder	: SMITH, BARRY								
Card Account No.	: XXXX 9100 0000 0002								
June	4,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,840.00
Card Account Totals	4,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,840.00

Quarterly Cardholder Detail

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Calendar from 04/01/2002 to 06/30/2002

MCG				
Month				
Transaction Ref#	Posting Date	Supplier Name	Supplier Location	Total
Last Name - Card Account No.		ANDERSON - XXXX 9100 0000 0005		
All Other				
June				
71564450151316055454471	06/14/2002	FINANCE CHARGE CREDIT ADJUSTME		(50.00)
71564450151316055454471	06/15/2002	FINANCE CHRG DR ADJUSTMENT		25.00
71564450151316055454471	06/16/2002	OTHER CREDITS		(500.00)
71564450151316055454471	06/17/2002	OTHER DEBITS		1,000.00
13564450151316055454415	06/21/2002	NON-FUEL DISCOUNTS		(50.00)
13564450151316055454416	06/22/2002	REPORT FEE		25.00
13564450151316055454417	06/23/2002	OTHER DEBITS		500.00
13564450151316055454418	06/24/2002	OTHER CREDITS		(1,000.00)
June Totals				(50.00)
All Other Totals				(50.00)
ANDERSON Totals				(50.00)

Quarterly Company Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Calendar from 07/01/2002 to 09/30/2002

Month	Airlines	Auto / Vehicle Rentals	Lodging	Cash Advances	Entertainment	Auto / Vehicle Expenses	Restaurants	All Other	Total Amount
July	1,160.00	14,133.40	6,906.88	2,244.51	460.00	54,596.50	390.66	2,846.85	82,738.80
August	0.00	1,137.00	1,420.00	0.00	0.00	198.00	0.00	9,050.00	11,805.00
September	0.00	1,867.00	2,244.00	0.00	184.00	282.00	691.12	1,975.48	7,243.60
Account Totals	1,160.00	17,137.40	10,570.88	2,244.51	644.00	55,076.50	1,081.78	13,872.33	101,787.40
Total Transactions	1	39	39	14	3	42	9	35	182
Average Transaction	1,160.00	439.42	271.05	160.32	214.67	1,311.35	120.20	396.35	559.27

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

Spending Analysis
by Location

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Country State/Province City Supplier	Transactions		Purchase Information				Fiscal Year to Date	
	Count	With Detail	Purchases	Credits	Net Amount	Avg. Amount	Purchases	Credits
CANADA								
MANITOBA								
WINNIPEG								
AIR CANADA	2	2	2,360.00	0.00	2,360.00	1,180.00	0.00	0.00
WINNIPEG Total	2	2	2,360.00	0.00	2,360.00	1,180.00	0.00	0.00
MANITOBA Total	2	2	2,360.00	0.00	2,360.00	1,180.00	0.00	0.00
QUEBEC								
ST-NICOLAS								
OFFICE WORLD	1	1	1,180.00	0.00	1,180.00	1,180.00	0.00	0.00
ST-NICOLAS Total	1	1	1,180.00	0.00	1,180.00	1,180.00	0.00	0.00
QUEBEC Total	1	1	1,180.00	0.00	1,180.00	1,180.00	0.00	0.00
CANADA Total	3	3	3,540.00	0.00	3,540.00	1,180.00	0.00	0.00
FRANCE								
FRANCE								
PARIS								
AIR FRANCE	2	2	6,000.00	0.00	6,000.00	3,000.00	0.00	0.00
EGGHEAD SOFTWARE	1	1	3,000.00	0.00	3,000.00	3,000.00	0.00	0.00
PARIS Total	3	3	9,000.00	0.00	9,000.00	3,000.00	0.00	0.00
FRANCE Total	3	3	9,000.00	0.00	9,000.00	3,000.00	0.00	0.00

MCG Spending Summary

All MCGs

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Report Level: MCG

MCG	Transactions		Purchase Information				Fiscal Year to Date	
	Count	With Detail	Purchases	Credits	Net Amount	Avg. Amount	Purchases	Credits
AIRLINES	16	16	13,840.00	(3,500.00)	10,340.00	646.25	0.00	0.00
AUTO/VEHICLE EXPENSES	42	41	55,076.50	0.00	55,076.50	1,311.35	0.00	0.00
AUTO/VEHICLE RENTALS	39	38	17,137.40	0.00	17,137.40	439.42	0.00	0.00
BUSINESS EXPENSES/SERVICES	17	8	9,536.07	0.00	9,536.07	560.95	0.00	0.00
CASH ADVANCES	21	0	3,187.70	0.00	3,187.70	151.80	0.00	0.00
ENTERTAINMENT	3	0	644.00	0.00	644.00	214.67	0.00	0.00
LODGING	39	37	10,920.88	(350.00)	10,570.88	271.05	0.00	0.00
MISCELLANEOUS	13	0	2,595.67	0.00	2,595.67	199.67	0.00	0.00
OTHER TRANSACTIONS	46	0	11,150.00	(48,496.70)	(37,346.70)	(811.88)	0.00	0.00
RESTAURANTS	13	0	1,241.78	0.00	1,241.78	95.52	0.00	0.00
RETAIL	8	1	2,523.78	0.00	2,523.78	315.47	0.00	0.00
Grand Totals	257	141	127,853.78	(52,346.70)	75,507.08	293.80	0.00	0.00

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

MCG-MCC Spending Summary

All MCGs

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Report Level: MCC

MCG MCC	Transactions		Purchase Information				Fiscal Year to Date	
	Count	With Detail	Purchases	Credits	Net Amount	Avg. Amount	Purchases	Credits
AIRLINES								
AIR CANADA	2	2	2,360.00	0.00	2,360.00	1,180.00	0.00	0.00
AIR FRANCE	2	2	6,000.00	0.00	6,000.00	3,000.00	0.00	0.00
AMERICAN	8	8	1,500.00	(3,500.00)	(2,000.00)	(250.00)	0.00	0.00
UNITED	4	4	3,980.00	0.00	3,980.00	995.00	0.00	0.00
AIRLINES Totals	16	16	13,840.00	(3,500.00)	10,340.00	646.25	0.00	0.00
AUTO/VEHICLE EXPENSES								
AUTOMATED FUEL DISPENSERS	30	30	35,798.00	0.00	35,798.00	1,193.27	0.00	0.00
AUTOMOTIVE TIRE STORES	1	0	175.00	0.00	175.00	175.00	0.00	0.00
SERVICE STATIONS	11	11	19,103.50	0.00	19,103.50	1,736.68	0.00	0.00
AUTO/VEHICLE EXPENSES Totals	42	41	55,076.50	0.00	55,076.50	1,311.35	0.00	0.00
AUTO/VEHICLE RENTALS								
AVIS RENT-A-CAR	26	26	3,992.40	0.00	3,992.40	153.55	0.00	0.00
HERTZ	12	12	13,025.00	0.00	13,025.00	1,085.42	0.00	0.00
RENT-A-WRECK	1	0	120.00	0.00	120.00	120.00	0.00	0.00
AUTO/VEHICLE RENTALS Totals	39	38	17,137.40	0.00	17,137.40	439.42	0.00	0.00
BUSINESS EXPENSES/SERVICES								
COMPUTER SOFTWARE STORES	9	6	6,076.85	0.00	6,076.85	675.21	0.00	0.00
COMPUTERS/PERIPHERALS/SOFTWARE	3	1	1,478.22	0.00	1,478.22	492.74	0.00	0.00

MCG-MCC-Supplier Spending Summary

All MCGs

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Report Level: Supplier

MCG MCC Supplier Name Supplier Location	Transactions		Purchase Info				Fiscal Year to Date Info	
	Count	With Detail	Purchases	Credits	Net Amount	Avg. Amount	Purchases	Credits
AIRLINES								
AIR CANADA								
AIR CANADA								
CA , WINNIPEG MB	2	2	2,360.00	0.00	2,360.00	1,180.00	0.00	0.00
AIR CANADA Totals	2	2	2,360.00	0.00	2,360.00	1,180.00	0.00	0.00
AIR CANADA Totals	2	2	2,360.00	0.00	2,360.00	1,180.00	0.00	0.00
AIR FRANCE								
AIR FRANCE								
FR , PARIS FRAN	2	2	6,000.00	0.00	6,000.00	3,000.00	0.00	0.00
AIR FRANCE Totals	2	2	6,000.00	0.00	6,000.00	3,000.00	0.00	0.00
AIR FRANCE Totals	2	2	6,000.00	0.00	6,000.00	3,000.00	0.00	0.00
AMERICAN								
AMERICAN								
US , SAN MATEO CA	8	8	1,500.00	(3,500.00)	(2,000.00)	(250.00)	0.00	0.00
AMERICAN Totals	8	8	1,500.00	(3,500.00)	(2,000.00)	(250.00)	0.00	0.00
AMERICAN Totals	8	8	1,500.00	(3,500.00)	(2,000.00)	(250.00)	0.00	0.00
UNITED								

MCG Spending Detail

All MCGs : All MCCs : All Suppliers

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

MCG	MCC	Supplier	Cardholder Name	Card Account No.	Transaction Date	Posting Date	Supplier Location	Reference No.	Transaction Amount
AIRLINES									
AIR CANADA									
AIR CANADA									
		SMITH, BARRY		XXXX 9100 0000 0002	06/12/2002	06/15/2002	CA, WINNIPEG MB	PS87648	1,180.00
		THOMPSON, JEFF		XXXX 9100 0000 0003	06/19/2002	06/22/2002	CA, WINNIPEG MB	PS87648	1,180.00
		AIR CANADA Totals					2 Transactions		2,360.00
		AIR CANADA Totals					2 Transactions		2,360.00
AIR FRANCE									
AIR FRANCE									
		SMITH, BARRY		XXXX 9100 0000 0002	06/13/2002	06/16/2002	FR, PARIS FRAN	PS87648	3,000.00
		THOMPSON, JEFF		XXXX 9100 0000 0003	06/20/2002	06/23/2002	FR, PARIS FRAN	PS87648	3,000.00
		AIR FRANCE Totals					2 Transactions		6,000.00
		AIR FRANCE Totals					2 Transactions		6,000.00
AMERICAN									
AMERICAN									
		SMITH, BARRY		XXXX 9100 0000 0002	06/14/2002	06/17/2002	US, SAN MATEO CA		500.00
		SMITH, BARRY		XXXX 9100 0000 0002	06/15/2002	06/18/2002	US, SAN MATEO CA		250.00
		SMITH, BARRY		XXXX 9100 0000 0002	06/16/2002	06/19/2002	US, SAN MATEO CA		(1,000.00)
		SMITH, BARRY		XXXX 9100 0000 0002	06/17/2002	06/20/2002	US, SAN MATEO CA		(750.00)

Spending by MCG Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 08/12/2002

MCG				
MCC	Statistics	Total Transactions	Total Amount	Average Transaction
AIRLINES				
AIR CANADA				
	Selected Period Purchases	2	2360.00	1180.00
	Selected Period Credits	0	0.00	0.00
	Year to Date Purchases	2	2360.00	1180.00
	Year to Date Credits	0	0.00	0.00
	YTD Average Monthly Spend	0	262.22	
AIR FRANCE				
	Selected Period Purchases	2	6000.00	3000.00
	Selected Period Credits	0	0.00	0.00
	Year to Date Purchases	2	6000.00	3000.00
	Year to Date Credits	0	0.00	0.00
	YTD Average Monthly Spend	0	666.67	
AMERICAN				
	Selected Period Purchases	4	1500.00	375.00
	Selected Period Credits	4	(3,500.00)	(875.00)
	Year to Date Purchases	4	1500.00	375.00
	Year to Date Credits	4	(3,500.00)	(875.00)
	YTD Average Monthly Spend	0	166.67	



Spending by MCG Detail

Company: COMPANY AA
Card Type: Corporate
Organization: HQ
Card Account: All card accounts
Cycle: Billing from 06/13/2002 to 11/12/2002

MCG

MCC

<u>Supplier Name & Location</u>	<u>Statistics</u>	<u>Total Transactions</u>	<u>Total Amount</u>	<u>Average Transaction</u>
AIRLINES				
AIR CANADA				
AIR CANADA	Selected Period Purchases	2	2,360.00	1,180.00
CA, WINNIPEG MB	Selected Period Credits	0	0.00	0.00
	Year to Date Purchases	-2	(2,360.00)	1,180.00
	Year to Date Credits	0	0.00	0.00
	YTD Average Monthly Spend	-2	(2,360.00)	
AIR FRANCE				
AIR FRANCE	Selected Period Purchases	2	6,000.00	3,000.00
FR, PARIS FRAN	Selected Period Credits	0	0.00	0.00
	Year to Date Purchases	-2	(6,000.00)	3,000.00
	Year to Date Credits	0	0.00	0.00
	YTD Average Monthly Spend	-2	(6,000.00)	
AMERICAN				

Supplier Spending Summary
All Suppliers

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Sort by: Supplier Name - Ascending (default)

Supplier Supplier Location	Transactions		Purchase Information				Fiscal Year to Date	
	Count	With Detail	Purchases	Credits	Net Amount	Avg Amount	Purchases	Credits
US, UNIT	7	0	1,778.00	0.00	1,778.00	254.00	0.00	0.00
1-800-FLOLIST US, ATLANTA GA	1	0	145.00	0.00	145.00	145.00	0.00	0.00
AIR CANADA CA, WINNIPEG MB	2	2	2,360.00	0.00	2,360.00	1,180.00	0.00	0.00
AIR FRANCE FR, PARIS FRAN	2	2	6,000.00	0.00	6,000.00	3,000.00	0.00	0.00
AMERICAN US, SAN MATEO CA	8	8	1,500.00	(3,500.00)	(2,000.00)	(250.00)	0.00	0.00
AVIS RENT-A-CAR US, SAN FRANCISCO CA	26	26	3,992.40	0.00	3,992.40	153.55	0.00	0.00
BANK OF THE WEST US, WALNUT CREEK CA	7	0	943.19	0.00	943.19	134.74	0.00	0.00
BANK OF THE WEST US, WALNUT CREEK CA	7	0	927.19	0.00	927.19	132.46	0.00	0.00
BANK OF THE WEST US, WALNUT CREEK CA	7	0	1,317.32	0.00	1,317.32	188.19	0.00	0.00
BLACK ANGUS US, WALNUT CREEK CA	4	0	346.68	0.00	346.68	86.67	0.00	0.00

Supplier Spending Detail

All Suppliers

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 07/13/2002 to 09/12/2002

Supplier	Cardholder Name	Card Account No.	Trans Date	Reference No.	Trans Amount
Supplier Location			Posting Date		
1-800-FLORIST			09/04/2002		
US, ATLANTA GA	GABLES, MARVIN	XXXX 9100 0000 0012	09/04/2002	58564450151316055454471	145.00
AVIS RENT-A-CAR			07/18/2000		
US, SAN FRANCISCO CA	SUAREZ, BENITO	XXXX 9100 0000 0004	07/21/2002	51564450151316055454406	150.00
AVIS RENT-A-CAR			07/11/2002		
US, SAN FRANCISCO CA	SUAREZ, BENITO	XXXX 9100 0000 0004	07/13/2002	41564450151316055454405	150.00
AVIS RENT-A-CAR			07/13/2002		
US, SAN FRANCISCO CA	SUAREZ, BENITO	XXXX 9100 0000 0004	07/14/2002	41564450151316055454406	150.00
AVIS RENT-A-CAR			07/13/2002		
US, SAN FRANCISCO CA	SMITH, RUSS	XXXX 9100 0000 0006	07/13/2002	41564450151316055454411	150.00
AVIS RENT-A-CAR			07/18/2002		
US, SAN FRANCISCO CA	ANDERSON, BILL	XXXX 9100 0000 0005	07/18/2002	41564450151316055454410	150.00
AVIS RENT-A-CAR			07/18/2002		
US, SAN FRANCISCO CA	DOE, JASON	XXXX 9100 0000 0007	07/17/2002	41564450151316055454415	150.00
AVIS RENT-A-CAR			07/18/2002		
US, SAN FRANCISCO CA	SMITH, RUSS	XXXX 9100 0000 0006	07/17/2002	41564450151316055454413	150.00
AVIS RENT-A-CAR			07/19/2002		
US, SAN FRANCISCO CA	SUAREZ, BENITO	XXXX 9100 0000 0004	07/21/2002	51564450151316055454407	150.00
AVIS RENT-A-CAR			07/20/2002		
US, SAN FRANCISCO CA	SMITH, RUSS	XXXX 9100 0000 0006	07/20/2002	51564450151316055454412	150.00
AVIS RENT-A-CAR			07/25/2002		
US, SAN FRANCISCO CA	ANDERSON, BILL	XXXX 9100 0000 0005	07/25/2002	51564450151316055454411	150.00
AVIS RENT-A-CAR			07/25/2002		

Supplier Chain Spending Summary

All Supplier Chains

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Sort By: Supplier Chain Name -ASC
 Report Level: Supplier Chain

Supplier Chain	Transactions		Purchase Information				Fiscal Year to date	
	Count	With Detail	Purchases	Credits	Net Amount	Avg Amount	Purchases	Credits
American	147	95	77,591.61	(3,850.00)	73,741.61	501.64	0.00	0.00
Egghead Software	6	4	2,921.85	0.00	2,921.85	486.97	0.00	0.00
Office World	2	1	1,266.00	0.00	1,266.00	633.00	0.00	0.00
Grand Totals	155	100	81,779.46	(3,850.00)	77,929.46	1,621.62	.00	0.00

Welcome to VISA Information Source! AA

- End of Report -

Supplier Chain Spending Detail

All Supplier Chains

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Report Level: Supplier Chain

Supplier Chain	Cardholder Name	Card Account No.	Trans Date	Posting Date	Reference No.	Trans Amount
American						
	ANDERSON, BILL	XXXX 9100 0000 0005	06/13/2000	08/16/2002	74564450151316055454471	3,000.00
	ANDERSON, BILL	XXXX 9100 0000 0005	06/15/2000	08/18/2002	74564450151316055454471	250.00
	ANDERSON, BILL	XXXX 9100 0000 0005	07/01/2002	07/01/2002	21564450151316055454471	10.00
	ANDERSON, BILL	XXXX 9100 0000 0005	07/03/2002	07/03/2002	21564450151316055454471	110.00
	ANDERSON, BILL	XXXX 9100 0000 0005	07/04/2002	07/04/2002	21564450151316055454471	210.00
	ANDERSON, BILL	XXXX 9100 0000 0005	07/04/2002	07/04/2002	21564450151316055454471	254.00
	ANDERSON, BILL	XXXX 9100 0000 0005	07/11/2002	07/11/2002	31564450151316055454420	120.00
	ANDERSON, BILL	XXXX 9100 0000 0005	07/18/2002	07/18/2002	41564450151316055454410	150.00
	ANDERSON, BILL	XXXX 9100 0000 0005	07/20/2002	07/20/2002	31564450151316055454414	202.00
	ANDERSON, BILL	XXXX 9100 0000 0005	07/21/2002	07/21/2002	31564450151316055454415	484.00
	ANDERSON, BILL	XXXX 9100 0000 0005	07/25/2002	07/25/2002	51564450151316055454411	150.00
	ANDERSON, BILL	XXXX 9100 0000 0005	08/12/2002	08/14/2002	74564450151316055454471	1,160.00
	ANDERSON, BILL	XXXX 9100 0000 0005	08/14/2002	08/17/2002	74564450151316055454471	500.00
	ANDERSON, BILL	XXXX 9100 0000 0005	08/16/2002	08/19/2002	74564450151316055454471	1,000.00
	ANDERSON, BILL	XXXX 9100 0000 0005	08/17/2002	08/20/2002	74564450151316055454471	750.00
	ANDERSON, BILL	XXXX 9100 0000 0005	08/20/2002	08/20/2002	58564450151316055454409	144.00
	ANDERSON, BILL	XXXX 9100 0000 0005	08/25/2002	08/25/2002	58564450151316055454411	88.00
	ANDERSON, BILL	XXXX 9100 0000 0005	09/20/2002	09/20/2002	59564450151316055454409	244.00
	ANDERSON, BILL	XXXX 9100 0000 0005	09/26/2002	09/26/2002	59564450151316055454411	98.00
	BERNARD, ANTHONY	XXXX 9100 0000 0010	09/04/2002	09/04/2002	58564450151316055454471	224.00
	CANTRELL, RYAN	XXXX 9100 0000 0013	07/01/2002	07/01/2002	21564450151316055454471	10.00
	CANTRELL, RYAN	XXXX 9100 0000 0013	07/04/2002	07/04/2002	21564450151316055454471	210.00
	CANTRELL, RYAN	XXXX 9100 0000 0013	09/01/2002	09/01/2002	58564450151316055454471	210.00

Supplier Chain - Supplier Spending Summary

All Supplier Chains

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Sort By: Supplier Chain Name -ASC
 Report Level: Supplier

Supplier Chain Supplier Name Supplier Location	Transactions		Purchase Information				Fiscal Year to date	
	Count	With Detail	Purchases	Credits	Net Amount	Avg Amount	Purchases	Credits
American	7	0	1,778.00	0.00	1,778.00	254.00	0.00	0.00
1-800-FLORIST US, ATLANTA GA	1	0	145.00	0.00	145.00	145.00	0.00	0.00
AIR CANADA CA, WINNIPEG MB	2	2	2,360.00	0.00	2,360.00	1,180.00	0.00	0.00
AIR FRANCE FR, PARIS FRAN	2	2	6,000.00	0.00	6,000.00	3,000.00	0.00	0.00
AMERICAN US, SAN MATEO CA	8	8	1,500.00	(3,500.00)	(2,000.00)	(250.00)	0.00	0.00
AVIS RENT-A-CAR US, SAN FRANCISCO CA	26	26	3,992.40	0.00	3,992.40	153.55	0.00	0.00
BANK OF THE WEST US, WALNUT CREEK CA	7	0	943.19	0.00	943.19	134.74	0.00	0.00
BANK OF THE WEST US, WALNUT CREEK CA	7	0	927.19	0.00	927.19	132.46	0.00	0.00
BANK OF THE WEST US, WALNUT CREEK CA	7	0	1,317.32	0.00	1,317.32	188.19	0.00	0.00
BLACK ANGUS US, WALNUT CREEK CA	4	0	346.68	0.00	346.68	86.67	0.00	0.00
BP US, SAN FRANCISCO CA	1	1	260.00	0.00	260.00	260.00	0.00	0.00

Supplier Chain - Supplier Spending Detail

All Supplier Chains

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Report Level: Supplier

Supplier Chain

Supplier Name and Location

Cardholder Name	Card Account No.	Trans Date	Posting Date	Reference No.	Trans Amount
American					
ANDERSON, BILL	XXXX 9100 0000 0005	07/04/2002	07/04/2002	21564450151316055454471	254.00
DOE, JASON	XXXX 9100 0000 0007	07/04/2002	07/04/2002	21564450151316055454471	254.00
MONTOYA, LIVAN	XXXX 9100 0000 0008	07/04/2002	07/04/2002	21564450151316055454471	254.00
SMITH, BARRY	XXXX 9100 0000 0002	07/04/2002	07/04/2002	21564450151316055454471	254.00
SMITH, RUSS	XXXX 9100 0000 0006	07/04/2002	07/04/2002	21564450151316055454471	254.00
SUAREZ, BENITO	XXXX 9100 0000 0004	07/04/2002	07/04/2002	21564450151316055454471	254.00
THOMPSON, JEFF	XXXX 9100 0000 0003	07/04/2002	07/04/2002	21564450151316055454471	254.00
7 Transactions					1,778.00
1-800-FLORIST US, ATLANTA GA					
GABLES, MARVIN	XXXX 9100 0000 0012	09/04/2002	09/04/2002	58564450151316055454471	145.00
1-800-FLORIST Totals:					145.00
AIR CANADA CA, WINNIPEG MB					
SMITH, BARRY	XXXX 9100 0000 0002	06/12/2002	06/15/2002	71564450151316055454471	1,180.00
THOMPSON, JEFF	XXXX 9100 0000 0003	06/19/2002	06/22/2002	13564450151316055454405	1,180.00
AIR CANADA Totals:					2,360.00
AIR FRANCE FR, PARIS FRAN					
SMITH, BARRY	XXXX 9100 0000 0002	06/13/2002	06/16/2002	71564450151316055454471	3,000.00
THOMPSON, JEFF	XXXX 9100 0000 0003	06/20/2002	06/23/2002	13564450151316055454406	3,000.00
AIR FRANCE Totals:					6,000.00
AMERICAN US, SAN MATEO CA					
SMITH, BARRY	XXXX 9100 0000 0002	06/14/2002	06/17/2002	71564450151316055454471	500.00

T&E Supplier Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Report Level: Supplier

MCG	MCC	Transactions		Purchase Information			Fiscal Year to Date		
		Count	With Detail	Purchases	Credits	Net Amount	Avg. Amount	Purchases	Credits
AIRLINES									
	AIR CANADA	2	2	2,360.00	0.00	2,360.00	1,180.00	0.00	0.00
	AIR FRANCE	2	2	6,000.00	0.00	6,000.00	3,000.00	0.00	0.00
	AMERICAN	8	8	1,500.00	(3,500.00)	(2,000.00)	(250.00)	0.00	0.00
	UNITED	4	4	3,980.00	0.00	3,980.00	995.00	0.00	0.00
	AIRLINES Totals	16	16	13,840.00	(3,500.00)	10,340.00	646.25	0.00	0.00
AUTO/VEHICLE RENTALS									
	AVIS RENT-A-CAR	26	26	3,992.40	0.00	3,992.40	153.55	0.00	0.00
	HERTZ	12	12	13,025.00	0.00	13,025.00	1,085.42	0.00	0.00
	RENT-A-WRECK	1	0	120.00	0.00	120.00	120.00	0.00	0.00
	AUTO/VEHICLE RENTALS Totals	39	38	17,137.40	0.00	17,137.40	439.42	0.00	0.00
CASH ADVANCES									
	ELECTRONIC CASH WITHDRAWAL	7	0	927.19	0.00	927.19	132.46	0.00	0.00
	FINANCIAL INST/AUTO CASH	7	0	1,317.32	0.00	1,317.32	188.19	0.00	0.00
	FINANCIAL INST/MANUAL CASH	7	0	943.19	0.00	943.19	134.74	0.00	0.00
	CASH ADVANCES Totals	21	0	3,187.70	0.00	3,187.70	151.80	0.00	0.00
ENTERTAINMENT									
	PUBLIC GOLF COURSES	3	0	644.00	0.00	644.00	214.67	0.00	0.00
	ENTERTAINMENT Totals	3	0	644.00	0.00	644.00	214.67	0.00	0.00

T&E Supplier Detail

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Supplier							
Cardholder Name	Card Account No.	Transaction Date	Posting Date	Supplier Location	Reference No.		Transaction Amount
AIR CANADA							
SMITH, BARRY	XXXX 9100 0000 0002	06/12/2002	06/15/2002	CA, WINNIPEG MB	PS87648		1,180.00
THOMPSON, JEFF	XXXX 9100 0000 0003	06/19/2002	06/22/2002	CA, WINNIPEG MB	PS87648		1,180.00
AIR CANADA Totals				2 Transactions			2,360.00
AIR FRANCE							
SMITH, BARRY	XXXX 9100 0000 0002	06/13/2002	06/16/2002	FR, PARIS FRAN	PS87648		3,000.00
THOMPSON, JEFF	XXXX 9100 0000 0003	06/20/2002	06/23/2002	FR, PARIS FRAN	PS87648		3,000.00
AIR FRANCE Totals				2 Transactions			6,000.00
AMERICAN							
SMITH, BARRY	XXXX 9100 0000 0002	06/14/2002	06/17/2002	US, SAN MATEO CA			500.00
SMITH, BARRY	XXXX 9100 0000 0002	06/15/2002	06/18/2002	US, SAN MATEO CA			250.00
SMITH, BARRY	XXXX 9100 0000 0002	06/16/2002	06/19/2002	US, SAN MATEO CA			(1,000.00)
SMITH, BARRY	XXXX 9100 0000 0002	06/17/2002	06/20/2002	US, SAN MATEO CA			(750.00)
THOMPSON, JEFF	XXXX 9100 0000 0003	06/21/2002	06/24/2002	US, SAN MATEO CA			500.00
THOMPSON, JEFF	XXXX 9100 0000 0003	06/22/2002	06/25/2002	US, SAN MATEO CA			250.00
THOMPSON, JEFF	XXXX 9100 0000 0003	06/23/2002	06/26/2002	US, SAN MATEO CA			(1,000.00)
THOMPSON, JEFF	XXXX 9100 0000 0003	06/24/2002	06/27/2002	US, SAN MATEO CA			(750.00)
AMERICAN Totals				8 Transactions			(2,000.00)
AVIS RENT-A-CAR							

Card Accounts
With Activity

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder - Card Account No.	Cardholder ID	Transactions	Purchases	Credits	Net Amount
ANDERSON, BILL - 4999 9100 0000 0005	000000000-0000000101	38	13,950.64	(1,600.00)	12,350.64
BERNARD, ANTHONY - 4999 9100 0000 0010	000000000-0000000210	6	814.00	0.00	814.00
CANTRELL, RYAN - 4999 9100 0000 0013	000000000-0000002101	6	784.00	0.00	784.00
DOE, JASON - 4999 9100 0000 0007	000000000-0000000111	25	7,601.84	0.00	7,601.84
GABLES, MARVIN - 4999 9100 0000 0012	000000000-0000002100	6	890.00	0.00	890.00
JACOBS, PEDRO - 4999 9100 0000 0014	000000000-0000002110	6	797.00	0.00	797.00
JACOBSON, ROBB - 4999 9100 0000 0017	000000000-0000001010	6	4,808.00	0.00	4,808.00
MARKS, JASON - 4999 9100 0000 0015	000000000-0000002111	6	1,129.78	0.00	1,129.78
MILES, PETER - 4999 9100 0000 0001	000000000-0000000001	1	0.00	(45,396.70)	(45,396.70)
MONTOYA, LIVAN - 4999 9100 0000 0008	000000000-0000001000	29	33,958.14	(350.00)	33,608.14
RIDDLE, TIM - 4999 9100 0000 0018	000000000-0000001011	8	1,144.00	0.00	1,144.00
RODRIGUEZ, RAMON - 4999 9100 0000 0011	000000000-0000000211	6	1,150.00	0.00	1,150.00
SMITH, BARRY - 4999 9100 0000 0002	000000000-0000000010	21	25,887.00	(1,750.00)	24,137.00
SMITH, RUSS - 4999 9100 0000 0006	000000000-0000000110	31	5,019.00	(1,000.00)	4,019.00
SUAREZ, BENITO - 4999 9100 0000 0004	000000000-0000000100	32	8,003.86	(150.00)	7,853.86
TAYLOR, DAMON - 4999 9100 0000 0016	000000000-0000021000	6	817.52	0.00	817.52
THOMPSON, JEFF - 4999 9100 0000 0003	000000000-0000000011	24	21,099.00	(2,100.00)	18,999.00
Total		257	127,853.78	(52,346.70)	75,507.08

This is a company message

Bank Message - Welcome to VISA Information Source!

- End of Report -

? 2002-2004 Visa. All rights reserved.

Card Accounts
With No Activity

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder - Card Account No.	Cardholder ID	Account Open Date	Transactions
MARTINEZ, FELIX - 4999 9100 0000 0019	000000000-0000001001	06/14/2002	0
SAWYER, CHAD - 4999 9100 0000 0020	000000000-0000000021	06/13/2002	0
SMITH, BRUNO - 4999 9100 0000 0022	000000000-0000003100	06/13/2002	0
VALDEZ, RAMON - 4999 9100 0000 0021	000000000-0000000311	06/13/2002	0

This is a company message

Bank Message - Welcome to VISA Information Source!

- End of Report -

? 2002-2004 Visa. All rights reserved.

Cardholder Detail

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 07/12/2002

Last Name - Card Account No.

Supplier Name Supplier Location Transaction Ref#	Transaction Date Posting Date	Source Currency		Billing Currency	
		Purchases	Credits	Purchases	Credits
		Currency Code	Currency Code	Currency Code	Currency Code
SMITH, BARRY - 4999 9100 0000 0002					
UNITED	06/12/2002	1,160.00	0.00	1,160.00	0.00
US, SAN FRANCISCO CA	06/14/2002	USD	USD	USD	USD
71564450151316055454471					
AIR CANADA	06/12/2002	1,725.00	0.00	1,180.00	0.00
CA, WINNIPEG MB	06/15/2002	CAD	CAD	USD	USD
71564450151316055454471					
AIR FRANCE	06/13/2002	3,000.00	0.00	3,000.00	0.00
FR, PARIS	06/16/2002	FRF	FRF	USD	USD
71564450151316055454471					
AMERICAN	06/14/2002	500.00	0.00	500.00	0.00
US, SAN MATEO CA	06/17/2002	USD	USD	USD	USD
71564450151316055454471					
AMERICAN	06/15/2002	250.00	0.00	250.00	0.00
US, SAN MATEO CA	06/18/2002	USD	USD	USD	USD
71564450151316055454471					
AMERICAN	06/16/2002	0.00	(1,000.00)	0.00	(1,000.00)
US, SAN MATEO CA	06/19/2002	USD	USD	USD	USD
71564450151316055454471					

Cardholder Statement Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: XXXX 9100 0000 0005 - ANDERSON, BILL
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Credit Limit: 2,000
 Status: New

Cardholder Name, Cardholder ID

Card Account No.

Closing Date	Beginning Balance	Total Purchase	Total Other Charges	Total Payments	Total Credits	Ending Balance	Disputed Amount	Past Due Amount
ANDERSON, BILL 000000000-0000000101								
XXXX 9100 0000 0005								
07/12/2002	2,000.00	3,642.64	0.00	0.00	(1,550.00)	1,184.00	0.00	0.00
08/12/2002	1,184.00	1,300.00	0.00	0.00	0.00	1,300.00	0.00	0.00
09/12/2002	0.00	8,294.00	0.00	0.00	0.00	454.00	0.00	0.00
10/12/2002	454.00	664.00	0.00	0.00	0.00	664.00	0.00	0.00
Grand Totals		13,900.64	0.00	0.00	(1,550.00)			

Beginning Balance	Total Purchase	Total Other Charges	Necessary Adjustment	Total Credits	Total Payments	Ending Balance
2,000.00	12,400.64	0.00	(12,186.64)	(1,550.00)	0.00	664.00
Current Due	30 Days	60 Days	90 Days	120 Days	120+ Days	Total Due
0.00	0.00	0.00	0.00	0.00	0.00	0.00

Cardholder Statement Detail

XXXX 9100 0000 0005 - ANDERSON, BILL

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Cycle: Billing from 07/13/2002 to 08/12/2002
 Credit Limit: 2,000
 Status: New

Transaction Date	Posting Date	Supplier Name Supplier Location MCC	Reference No.	Orig Amount Orig Currency	Billed Amount
07/11/2002	07/13/2002	MARRIOTT US , SAN FRANCISCO CA 3509 MARRIOTT	41564450151316055454408	250.00 U. S. DOLLAR	250.00
07/18/2002	07/17/2002	MARRIOTT US , SAN FRANCISCO CA 3509 MARRIOTT	41564450151316055454409	250.00 U. S. DOLLAR	250.00
07/18/2002	07/18/2002	AVIS RENT-A-CAR US , SAN FRANCISCO CA 3389 AVIS RENT-A-CAR	41564450151316055454410	150.00 U. S. DOLLAR	150.00
07/25/2002	07/20/2002	MARRIOTT US , SAN FRANCISCO CA 3509 MARRIOTT	51564450151316055454409	250.00 U. S. DOLLAR	250.00
07/25/2002	07/24/2002	MARRIOTT US , SAN FRANCISCO CA 3509 MARRIOTT	51564450151316055454410	250.00 U. S. DOLLAR	250.00
07/25/2002	07/25/2002	AVIS RENT-A-CAR US , SAN FRANCISCO CA 3389 AVIS RENT-A-CAR	51564450151316055454411	150.00 U. S. DOLLAR	150.00

Beginning Balance	Total Purchase	Total Other Charges	Necessary Adjustment	Total Credits	Total Payments	Ending Balance
1,184.00	1,300.00	0.00	(1,184.00)	0.00	0.00	1,300.00
Current Due	30 Days	60 Days	90 Days	120 Days	120+ Days	Total Due
0.00	0.00	0.00	0.00	0.00	0.00	0.00

Company Billing Summary

All Billing Accounts

Company: COMPANY AA
 Card Type: Purchasing
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 07/12/2002

Purchase Information

Account Information

Cardholder Name, Card Account No.

Period Ending Monthly Limit	Purchases	Credits	Payments	Other Charges	Starting Balance Ending Balance	Past Due Amount Disputed Amount	Unaccounted Difference
MILES, PETER XXXX XXXX XXXX 0001							
07/12/2002 100,000	46,744.90	(6,400.00)	(250.00)	8,150.00	20,000.00 45,396.70	50.00 1,000.00	23,348.20
Subtotals	46,744.90	(6,400.00)	(250.00)	8,150.00			
Totals	46,744.90	(6,400.00)	(250.00)	8,150.00			

Note: If there is a non-zero amount in the Unaccounted Difference field, then the sum of the transactions plus fees/past due amounts/etc, does not equal the Ending Balance.

Company AA message

Welcome to VISA Information Source!

- End of Report -

Company Billing Detail

All Billing Accounts

Company: COMPANY AA
 Card Type: Purchasing
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 07/12/2002

Billing Account

Billing Period End Date
Cardholder Name

Card Account No.
Transaction Date

Posting Date

Department

Transaction Amount

Supplier Name

Supplier Location

Totals for MILES, PETER XXXXXXXXXXXXX0001

Period Ending 07/12/2002

SMITH, BARRY

XXXX XXXX XXXX 0002

SALES (20000000)

06/13/2002

06/16/2002

3,000.00

AIR FRANCE

06/14/2002

06/17/2002

500.00

AMERICAN
US, SAN MATEO CA

06/15/2002

06/18/2002

250.00

AMERICAN
US, SAN MATEO CA

06/16/2002

06/19/2002

(1,000.00)

AMERICAN
US, SAN MATEO CA

06/17/2002

06/20/2002

(750.00)

AMERICAN
US, SAN MATEO CA

06/21/2002

06/21/2002

50.00

06/22/2002

06/22/2002

25.00

06/23/2002

06/23/2002

500.00

UNITED
US, SAN FRANCISCO CA

07/01/2002

07/01/2002

50.00

AUTOMATED TELLER MACHINE
US, WALNUT CREEK CA

Company Statistics
HQ

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Spending Summary					Transactions		Accounts			
Organization	Period Ending	Credits	Debits	Fees	Period Billed	Payments	Total Transactions	Total	New	Closed
							Avg Trans Amt	Active		
ASSIGNED TO HQ										
	07/12/2002	(6,950.00)	47,269.90	8,425.00	48,744.90	0.00	160	10	19	0
							304.66	14		
	08/12/2002	0.00	56,304.88	0.00	56,304.88	(45,396.70)	53	19	0	0
							1,062.36	10		
	09/12/2002	0.00	11,827.00	0.00	11,827.00	0.00	26	19	0	0
							454.88	8		
	11/12/2002	0.00	4,027.00	0.00	4,027.00	0.00	17	19	0	0
							236.88	7		
	Totals	(6,950.00)	119,428.78	8,425.00	120,903.78		256		19	0
	Averages						472.28			
HR										
	07/12/2002	(2,950.00)	18,609.26	5,025.00	20,684.26	0.00	77	2	5	0
							268.63	6		
	08/12/2002	0.00	31,872.88	0.00	31,872.88	0.00	39	5	0	0
							817.25	6		

Cost Allocation
Pending

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name Card Account No.

Allocation Status	Allocated by	Trans Date	Supplier Name	Trans Amount	Approver	Tax 1-POS	Tax 1-from Cardholder	Tax 2-POS	Tax 2-from Cardholder
Posting Date	MCC Code, MCC Description	Customer Code (CRI)		Allocation Information					
	Line Item Description	Split	Description	Allocated to		% Allocated	Allocated Amt	Tax1	Tax2
			Allocation Description						
ANDERSON, BILL	XXXX 9100 0000 0005								
PENDING			Allocation, Cost						
06/15/2002				25.00	25.00	0.00	0.00	0.00	0.00
06/15/2002	0	MISSING MERCHANT CATEGORY							
	1					100.00%	25.00	0.00	0.00
Allocation Totals						100.00%	25.00	0.00	0.00
PENDING									
06/17/2002				1,000.00	1,000.00	0.00	0.00	0.00	0.00
06/17/2002	0	MISSING MERCHANT CATEGORY							

Expense Reports

All

Company: COMPANY AA
 Card Type: Purchasing
 Organization: HQ
 Card Account: All card accounts
 Cycle: Calendar from 05/01/2005 to 05/10/2005

Cardholder - Card Account No.

Expense Report Name	Date Created	Status	Amount
ANDERSON, BILL - XXXX 9100 0000 0005			
Test_1	05/09/2005	Submitted	35.00
Test_2	05/09/2005	Submitted	22.00
Test_3	05/09/2005	Submitted	120.00
Test_4	05/09/2005	Submitted	350.00
Totals for ANDERSON, BILL - XXXX 9100 0000 0005	4 reports		527.00
Grand Totals	4 reports		527.00

Happy new year 2005! Felicitations! (It means Congratulations!! I had to look it up)

Welcome to VISA Information Source!

- End of Report -

Spending by Accounting Code Summary
Corporate GL code
All Accounting Codes

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Allocation Status: All Allocation Status

Code	Description	No. of Transactions	Total Debits	Total Credits	Total Amount
111111	Dog Catcher	1	567.78	0.00	567.78
123456	123456	3	10.62	(50.00)	(39.38)
12543	August 2004 in San Francisco	3	508.00	(50.00)	458.00
374-3	374-3	32	8,724.75	(45,546.70)	(36,821.95)
444444	444444	3	87.90	0.00	87.90
654321	654321	4	509.63	0.00	509.63
667788	667788	3	365.10	0.00	365.10
7384-3	7384-3	27	13,804.00	(2,100.00)	11,704.00
837-1	837-1	76	23,615.30	(1,200.00)	22,415.30
8374-2	8374-2	11	4,231.64	(500.00)	3,731.64
888-4	888-4	20	14,181.00	(1,750.00)	12,431.00
Pt1	Define	4	492.00	(1,000.00)	(508.00)
TESTCODE1		6	895.00	0.00	895.00
Grand Total			67,992.72	(52,196.70)	15,796.02

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

Spending by Accounting Code Detail
Corporate GL code
All Accounting Codes

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Allocation Status: All Allocation Status

Accounting Code and Description

Cardholder Name - Card Account No.

Transaction

Allocations

Trans Date	Supplier Name	Amount	Tax1	Tax2	Amount	Tax1	Tax2	%
Posting Date	Location							

111111 - Dog Catcher

MARKS, JASON - XXXX 9100 0000 0015

07/01/2002	CINDERELLA SHOES	567.78	0.00	0.00	567.78	0.00	0.00	100.00
07/01/2002	US, WALNUT CREEK CA							

Subtotals for MARKS, JASON - XXXX 9100 0000 0015

567.78	0.00	0.00	567.78	0.00	0.00
--------	------	------	--------	------	------

Subtotals for 111111 - Dog Catcher

567.78	0.00	0.00	567.78	0.00	0.00
--------	------	------	--------	------	------

123456 - 123456

ANDERSON, BILL - XXXX 9100 0000 0005

06/21/2002		(50.00)	0.00	0.00	(50.00)	0.00	0.00	100.00
06/21/2002								

09/20/2002	HOLIDAY INN	244.00	0.00	0.00	2.22	0.00	0.00	0.91
09/20/2002	US, SAN FRANCISCO CA							

Subtotals for ANDERSON, BILL - XXXX 9100 0000 0005

194.00	0.00	0.00	(47.78)	0.00	0.00
--------	------	------	---------	------	------

BERNARD, ANTHONY - XXXX 9100 0000 0010

09/03/2002	RENT-A-WRECK	120.00	0.00	0.00	8.40	0.00	0.00	7.00
09/03/2002	US, AUSTIN TX							

Spending by Accounting Code Detail
Corporate GL code
12543

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Allocation Status: All Allocation Status

Accounting Code and Description

Cardholder Name - Card Account No.

Transaction

Allocations

Trans Date	Supplier Name	Amount	Tax1	Tax2	Amount	Tax1	Tax2	%
Posting Date	Location							
12543 - August 2004 in San Francisco								
ANDERSON, BILL - XXXX 9100 0000 0005								
06/14/2002		(50.00)	0.00	0.00	(50.00)	0.00	0.00	100.00
06/14/2002								
06/23/2002		500.00	0.00	0.00	500.00	0.00	0.00	100.00
06/23/2002								
09/20/2002	HOLIDAY INN	244.00	0.00	0.00	8.00	0.00	0.00	3.28
09/20/2002	US, SAN FRANCISCO CA							
Subtotals for ANDERSON, BILL - XXXX 9100 0000 0005		694.00	0.00	0.00	458.00	0.00	0.00	
Subtotals for 12543 - August 2004 in San Francisco		694.00	0.00	0.00	458.00	0.00	0.00	
Grand Total		694.00	0.00	0.00	458.00	0.00	0.00	

Welcome to VISA Information Source! AA

- End of Report -

Users with Multiple Account Access

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ

User ID	User Name	User Type	Access Level	Card Account Restricted
MIBankDemoAdmin	Admin, MI Bank	Company Administrator	HQ (Node: 10000000)	No
kz_compadmin3	Adminthree, Company	Company Administrator	HQ (Node: 10000000)	No
cindy_alley	Alley, Cindy	Company User	HQ (Node: 10000000)	No
testcostallocation	Allocation, Cost	Company Administrator	HQ (Node: 10000000)	No
companyaauser	Anand, Sashi	Company User	HQ (Node: 10000000)	No
AppletonFLE	Apple, Jay	Company User	HQ (Node: 10000000)	No
CeladonAdmin2	Arbut, Jami	Company Administrator	HQ (Node: 10000000)	No
abanisch	Banisch, Albert	Company User	HQ (Node: 10000000)	No
b1compuser	Bautista, John	Company User	MARKETING (Node: 30000000)	No
b1compuserapp	Bennett, Lisa	Company User	HQ (Node: 10000000)	No
AAA_User	Bhargava, Gaurav	Company User	HQ (Node: 10000000)	No
abhidecompuser	Bhide, Atul	Company User	HQ (Node: 10000000)	No
xxxCostAllocApprover	Bhide, Atul	Company User	HQ (Node: 10000000)	No
bobbrain	Brain, Bubba Bo Bob	Company Administrator	HQ (Node: 10000000)	No
VisaUSCompAAuser	Buzlea, Pavel	Company User	HQ (Node: 10000000)	No
pavelbuzlea555	Buzlea, Pavel	Company User	HQ (Node: 10000000)	No
calinnilacadmin	Buzlea, Pavel	Company Administrator	HQ (Node: 10000000)	No
Paveltest33	Buzlea, Pavel	Company Administrator	HQ (Node: 10000000)	No
ofxcertuser1	CERTIFICATION, OFX	Company User	HQ (Node: 10000000)	No
ofxcertuser2	CERTIFICATION, OFX	Company User	HQ (Node: 10000000)	No
calinnilacuser	Calin, Pavel	Company User	MARKETING (Node: 30000000)	Yes
apcarbone	Carbone, Art	Company User	HQ (Node: 10000000)	No
Cardacct1	Cim, David	Company User	HQ (Node: 10000000)	No
psudemounit	Connor, Chrissy	Company User	HQ (Node: 10000000)	No
chrissyuser	Connor, Chrissy	Company User	HQ (Node: 10000000)	No
chrissymanager	ConnorMgr, Chrissy	Company User	HQ (Node: 10000000)	No

Allocation Status
Allocated

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 08/12/2002

Cardholder - Card Account No.

Trans Date	Posting Date	Supplier Name	Supplier Location	Trans Amount	Transaction Ref No.
ANDERSON, BILL - XXXX 9100 0000 0005					
06/16/2002	06/16/2002			(500.00)	71564450151316055454471
07/01/2002	07/01/2002	BANK OF THE WEST	US, WALNUT CREEK CA	10.00	21564450151316055454471
07/04/2002	07/04/2002		US, UNIT	254.00	21564450151316055454471
07/04/2002	07/04/2002	BANK OF THE WEST	US, WALNUT CREEK CA	210.00	21564450151316055454471
07/24/2002	07/24/2002	SHELL	US, FOSTER CITY CA	82.64	31564450151316055454416
DOE, JASON - XXXX 9100 0000 0007					
06/15/2002	06/15/2002			25.00	71564450151316055454471
06/16/2002	06/16/2002			500.00	71564450151316055454471
06/17/2002	06/17/2002			1,000.00	71564450151316055454471
06/22/2002	06/22/2002			25.00	13564450151316055454427
06/23/2002	06/23/2002			500.00	13564450151316055454428
06/24/2002	06/24/2002			1,000.00	13564450151316055454429
07/01/2002	07/01/2002	BANK OF THE WEST	US, WALNUT CREEK CA	567.78	21564450151316055454471
07/03/2002	07/03/2002	BANK OF THE WEST	US, WALNUT CREEK CA	33.34	21564450151316055454471
07/04/2002	07/04/2002		US, UNIT	254.00	21564450151316055454471
07/06/2002	07/07/2002	HILTON	US, SAN FRANCISCO CA	250.00	31564450151316055454424
07/11/2002	07/11/2002	MARRIOTT	US, SAN FRANCISCO CA	188.00	31564450151316055454426
07/11/2002	07/10/2002	AVIS RENT-A-CAR	US, SAN FRANCISCO CA	68.40	31564450151316055454425
GABLES, MARVIN - XXXX 9100 0000 0012					
07/01/2002	07/01/2002	DENNYS	US, WALNUT CREEK CA	25.00	21564450151316055454471
07/03/2002	07/03/2002	LANDS END	US, PORTLAND MN	125.00	21564450151316055454471

Credit Detail

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name - Card Account No.

MCG Name	Transaction Date	Posting Date	Supplier Name	Supplier Location	Transaction Amount
ANDERSON, BILL - XXXX 9100 0000 0005					
OTHER CREDITS					
	06/14/2002	06/14/2002	Finance Charge Credit Adjustme		(50.00)
	06/16/2002	06/16/2002	Other Credits		(500.00)
	06/21/2002	06/21/2002	Non-Fuel Discounts		(50.00)
	06/24/2002	06/24/2002	Other Credits		(1,000.00)
ANDERSON, BILL - XXXX 9100 0000 0005 Totals					(1,600.00)
MONTOYA, LIVAN - XXXX 9100 0000 0008					
OTHER CREDITS					
	06/27/2002	06/27/2002	Finance Charge Credit Adjustme		(350.00)
MONTOYA, LIVAN - XXXX 9100 0000 0008 Totals					(350.00)
SMITH, BARRY - XXXX 9100 0000 0002					
AIRLINES					
	06/16/2002	06/19/2002	AMERICAN	US, SAN MATEO CA	(1,000.00)
	06/17/2002	06/20/2002	AMERICAN	US, SAN MATEO CA	(750.00)
SMITH, BARRY - XXXX 9100 0000 0002 Totals					(1,750.00)
SMITH, RUSS - XXXX 9100 0000 0006					
OTHER CREDITS					
	06/18/2002	06/18/2002	Fuel Discounts		(250.00)
	06/18/2002	06/18/2002	Fuel Discounts		(250.00)
	06/19/2002	06/19/2002	Non-Fuel Discounts		(150.00)

Disputed Amounts

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name	Beginning Balance	Ending Balance	Total Disputed Amount	Card Account No.	Manager Name
MILES, PETER	20,000.00	45,396.70	1,000.00	XXXX 9100 0000 0001	BAER, LARRY
SMITH, BARRY	2,000.00	11,775.00	500.00	XXXX 9100 0000 0002	SABEAN, BRIAN
THOMPSON, JEFF	2,000.00	10,919.00	500.00	XXXX 9100 0000 0003	BAKER, DUSTY
Grand Totals			2,000.00		

Welcome to VISA Information Source! AA

- End of Report -

MCC Exceptions Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

MCC Name	Total Transactions	Total Amount
AIR CANADA	2	2,360.00
AIR FRANCE	2	6,000.00
AMERICAN	8	(2,000.00)
Grand Totals	12	6,360.00

Welcome to VISA Information Source! AA

- End of Report -

MCC Exceptions Detail by MCC

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

MCC				
Cardholder Name - Card Account No.	Cardholder ID	Manager		
Trans Date Supplier Name	Supplier Location		Trans Amount	
AIR CANADA				
SMITH, BARRY - XXXX 9100 0000 0002	000000000-0000000010			
06/12/2002 AIR CANADA	CA, WINNIPEG MB			1,180.00
Totals for SMITH, BARRY - XXXX 9100 0000 0002			1 Transaction	1,180.00
THOMPSON, JEFF - XXXX 9100 0000 0003	000000000-0000000011			
06/19/2002 AIR CANADA	CA, WINNIPEG MB			1,180.00
Totals for THOMPSON, JEFF - XXXX 9100 0000 0003			1 Transaction	1,180.00
Totals for AIR CANADA			2 Transactions	2,360.00
AIR FRANCE				
SMITH, BARRY - XXXX 9100 0000 0002	000000000-0000000010			
06/13/2002 AIR FRANCE	FR, PARIS FRAN			3,000.00
Totals for SMITH, BARRY - XXXX 9100 0000 0002			1 Transaction	3,000.00
THOMPSON, JEFF - XXXX 9100 0000 0003	000000000-0000000011			
06/20/2002 AIR FRANCE	FR, PARIS FRAN			3,000.00
Totals for THOMPSON, JEFF - XXXX 9100 0000 0003			1 Transaction	3,000.00
Totals for AIR FRANCE			2 Transactions	6,000.00
AMERICAN				
SMITH, BARRY - XXXX 9100 0000 0002	000000000-0000000010			
06/14/2002 AMERICAN	US, SAN MATEO CA			500.00
06/15/2002 AMERICAN	US, SAN MATEO CA			250.00
06/16/2002 AMERICAN	US, SAN MATEO CA			(1,000.00)

MCC Exceptions Detail by Cardholder

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name - Card Account No.	Cardholder ID	Manager		
Trans Date MCC	Supplier Name	Supplier Location		Trans Amount
SMITH, BARRY - XXXX 9100 0000 0002	000000000-0000000010			
06/13/2002 AIR FRANCE	AIR FRANCE	FR, PARIS FRAN		3,000.00
Totals for SMITH, BARRY - XXXX 9100 0000 0002			1 Transaction	3,000.00
THOMPSON, JEFF - XXXX 9100 0000 0003	000000000-0000000011			
06/20/2002 AIR FRANCE	AIR FRANCE	FR, PARIS FRAN		3,000.00
Totals for THOMPSON, JEFF - XXXX 9100 0000 0003			1 Transaction	3,000.00
Grand Totals			2 Transactions	6,000.00

Welcome to VISA Information Source! AA

- End of Report -

Multiple Transactions

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name - Card Account No.	Cardholder ID	Manager			
Trans Date	MCC	Supplier Name	Supplier Location	Per Trans Limit	Trans Amount
ANDERSON, BILL - XXXX 9100 0000 0005			000000000-0000000101	RIGHETTI, DAVE	
07/11/2002	MARRIOTT	MARRIOTT	US, SAN FRANCISCO CA	0.00	250.00
07/11/2002	MARRIOTT	MARRIOTT	US, SAN FRANCISCO CA	0.00	250.00
07/25/2002	MARRIOTT	MARRIOTT	US, SAN FRANCISCO CA	0.00	250.00
07/25/2002	MARRIOTT	MARRIOTT	US, SAN FRANCISCO CA	0.00	250.00
ANDERSON, BILL - XXXX 9100 0000 0005 Totals				4 Transactions	1,000.00
MONTOYA, LIVAN - XXXX 9100 0000 0008			000000000-0000001000	RIGHETTI, DAVE	
07/05/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	1,300.00
07/05/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	1,545.00
07/05/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	5,500.00
07/05/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	1,075.00
07/13/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	1,545.00
07/13/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	5,500.00
07/13/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	1,075.00
07/13/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	1,300.00
07/19/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	1,075.00
07/19/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	1,300.00
07/20/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	1,545.00
07/20/2002	AUTOMATED FUEL DISPENSERS	CHEVRON	US, FOSTER CITY CA	0.00	5,500.00
MONTOYA, LIVAN - XXXX 9100 0000 0008 Totals				12 Transactions	28,260.00
RIDDLE, TIM - XXXX 9100 0000 0018			000000000-0000001011	RIGHETTI, DAVE	
09/02/2002	AUTOMATED FUEL DISPENSERS	MOBIL	US, SAN FRANCISCO CA	0.00	22.00

Over Spending Limit

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder - Card Account No.

Closing Date	Total Transactions	Total Purchases	Ending Balance	Card Limit	Amount Over	% Over
DOE, JASON - XXXX 9100 0000 0007						
07/12/2002	13	4,465.84	4,609.44	2,000	2,609.44	130.47%
JACOBSON, ROBB - XXXX 9100 0000 0017						
08/12/2002	2	4,480.00	4,480.00	1,000	3,480.00	348.00%
MONTOYA, LIVAN - XXXX 9100 0000 0008						
07/12/2002	14	10,907.26	10,907.26	2,000	8,907.26	445.36%
08/12/2002	15	22,700.88	22,700.88	2,000	20,700.88	1,035.04%
SMITH, BARRY - XXXX 9100 0000 0002						
07/12/2002	16	11,775.00	11,775.00	2,000	9,775.00	488.75%
08/12/2002	4	12,312.00	12,312.00	2,000	10,312.00	515.60%
THOMPSON, JEFF - XXXX 9100 0000 0003						
07/12/2002	17	5,895.00	10,919.00	2,000	8,919.00	445.95%
08/12/2002	4	11,020.00	11,020.00	2,000	9,020.00	451.00%

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

Over / Under Spending Limit

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder - Card Account No.

Closing Date	Total Transactions	Total Purchases	Ending Balance	Card Limit	Over	Under	% Over / Under
DOE, JASON - XXXX 9100 0000 0007							
07/12/2002	13	4,465.84	4,609.44	2,000	2,609.44		130.47%
JACOBSON, ROBB - XXXX 9100 0000 0017							
08/12/2002	2	4,480.00	4,480.00	1,000	3,480.00		348.00%
MONTOYA, LIVAN - XXXX 9100 0000 0008							
07/12/2002	14	10,907.26	10,907.26	2,000	8,907.26		445.36%
08/12/2002	15	22,700.88	22,700.88	2,000	20,700.88		1,035.04%
RIDDLE, TIM - XXXX 9100 0000 0018							
08/12/2002	4	992.00	992.00	1,000		(8.00)	(0.80%)
SMITH, BARRY - XXXX 9100 0000 0002							
07/12/2002	16	11,775.00	11,775.00	2,000	9,775.00		488.75%
08/12/2002	4	12,312.00	12,312.00	2,000	10,312.00		515.60%
THOMPSON, JEFF - XXXX 9100 0000 0003							
07/12/2002	17	5,895.00	10,919.00	2,000	8,919.00		445.95%
08/12/2002	4	11,020.00	11,020.00	2,000	9,020.00		451.00%

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

Under Spending Limit

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder - Card Account No.

Closing Date	Total Transactions	Total Purchases	Ending Balance	Card Limit	Amount Under	% Under
RIDDLE, TIM - XXXX 9100 0000 0018						
08/12/2002	4	992.00	992.00	1,000	(8.00)	(0.80%)

Welcome to VISA Information Source! AA

- End of Report -

Past Due Accounts

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Run Date: 07/15/2004

Card Activity								
Closing Date	Starting Balance	Ending Balance	Charges / Debits	Payments / Credits	Credit Limit	Fees	Finance Charges	Disputed Amount
Cardholder								
Card Acct No.								
Employee ID								
Department								
07/12/2002	5,000.00	4,379.00	2,759.86	100.00	5,000.00	2,750.00	0.00	0.00
SUAREZ, BENITO								
XXXX XXXX XXX0 0004								
000000000-0000000100								
MARKETING								
Past Due Amounts			<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>	<u>120+ Days</u>	<u>Past Due Periods</u>
			10.00	10.00	10.00	10.00	10.00	5
07/12/2002	20,000.00	45,396.70	46,744.90	(6,150.00)	100,000.00	8,050.00	100.00	1,000.00
MILES, PETER								
XXXX XXXX XXX0 0001								
000000000-0000000001								
HQ								
Past Due Amounts			<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>	<u>120+ Days</u>	<u>Past Due Periods</u>
			10.00	10.00	10.00	10.00	10.00	5

Unexpensed Transactions

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name - Card Account No.			Manager			
Trans Date	Posting Date	Supplier Name	Supplier Location	Trans Amount	Trans Ref. No.	
DOE, JASON - XXXX 9100 0000 0007			RIGHETTI, DAVE			
09/26/2002	09/26/2002	AVIS RENT-A-CAR	US, SAN FRANCISCO CA	222.00	59564450151316055454416	
09/26/2002	09/26/2002	MARRIOTT	US, SAN DIEGO CA	540.00	59564450151316055454417	
DOE, JASON - XXXX 9100 0000 0007 Totals				762.00		
GABLES, MARVIN - XXXX 9100 0000 0012			BAKER, DUSTY			
07/01/2002	07/01/2002	DENNYS	US, WALNUT CREEK CA	25.00	21564450151316055454471	
09/03/2002	09/03/2002	SOFTWARE INC.	US, PORTLAND MN	105.00	58564450151316055454471	
09/04/2002	09/04/2002	1-800-FLORIST	US, ATLANTA GA	145.00	58564450151316055454471	
GABLES, MARVIN - XXXX 9100 0000 0012 Totals				275.00		
JACOBS, PEDRO - XXXX 9100 0000 0014			SABEAN, BRIAN			
09/04/2002	09/04/2002	EGGHEAD SOFTWARE	US, WALNUT CREEK CA	126.00	58564450151316055454471	
JACOBS, PEDRO - XXXX 9100 0000 0014 Totals				126.00		
JACOBSON, ROBB - XXXX 9100 0000 0017			RIGHETTI, DAVE			
07/19/2002	07/19/2002	MOBIL	US, SAN DIEGO CA	4,220.00	51564450151316055454424	
07/25/2002	07/25/2002	BP	US, SAN FRANCISCO CA	260.00	51564450151316055454423	
08/16/2002	08/16/2002	CHEVRON	US, LAKE OSWEGO OR	66.00	58564450151316055454401	
08/24/2002	08/24/2002	CHEVRON	US, LAKE OSWEGO OR	88.00	58564450151316055454402	
09/16/2002	09/16/2002	CHEVRON	US, LAKE OSWEGO OR	76.00	59564450151316055454401	
09/24/2002	09/24/2002	CHEVRON	US, LAKE OSWEGO OR	98.00	59564450151316055454402	
JACOBSON, ROBB - XXXX 9100 0000 0017 Totals				4,808.00		
MARKS, JASON - XXXX 9100 0000 0015			BAKER, DUSTY			
07/01/2002	07/01/2002	CINDERELLA SHOES	US, WALNUT CREEK CA	567.78	21564450151316055454471	

Vehicle Activity

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Vehicle Tag / License		Vehicle Type		Purchase Type	Fuel Units	Purchase Amount	MPG / MPL
Trans Date	Cardholder Name	Supplier Name	Supplier Location				
Posting Date	Card Account No.			Odometer			
07/05/2002	SMITH, BARRY	SHELL		Fuel	0.0000	2,556.00	
07/05/2002	XXXX 9100 0000 0002	US, FOSTER CITY CA		00000000	Litre		
07/05/2002	SMITH, BARRY	SHELL		Non-Fuel	0.0000	3,600.00	
07/05/2002	XXXX 9100 0000 0002	US, FOSTER CITY CA		00000000	U.S. Gallon		
07/13/2002	SMITH, BARRY	SHELL		Fuel	0.0000	2,556.00	
07/13/2002	XXXX 9100 0000 0002	US, FOSTER CITY CA		00000000	Litre		
07/13/2002	SMITH, BARRY	SHELL		Non-Fuel	0.0000	3,600.00	
07/13/2002	XXXX 9100 0000 0002	US, FOSTER CITY CA		00000000	U.S. Gallon		
07/19/2002	SMITH, BARRY	SHELL		Fuel	0.0000	2,556.00	
07/19/2002	XXXX 9100 0000 0002	US, FOSTER CITY CA		00000000	Litre		
07/20/2002	SMITH, BARRY	SHELL		Non-Fuel	0.0000	3,600.00	
07/20/2002	XXXX 9100 0000 0002	US, FOSTER CITY CA		00000000	U.S. Gallon		
Totals for				6 Transactions	0.0000	18,468.00	
000000000-0000000100							
07/20/2002	SUAREZ, BENITO	SHELL		Fuel	0.0000	220.00	
07/20/2002	XXXX 9100 0000 0004	US, FOSTER CITY CA		240444	U.S. Gallon		
07/22/2002	SUAREZ, BENITO	CHEVRON		Fuel and Non-Fuel	0.0000	260.00	
07/22/2002	XXXX 9100 0000 0004	US, FOSTER CITY CA		242286	U.S. Gallon		
07/23/2002	SUAREZ, BENITO	SHELL		Non-Fuel	0.0000	84.00	
07/23/2002	XXXX 9100 0000 0004	US, FOSTER CITY CA		244042	U.S. Gallon		

High Purchase Amount
Fuel and Non-Fuel

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name - Card Account No.						
Trans Date	Purchase Amount	Fuel Amount	Non-Fuel Amount	Fuel Units	Unit Type	Supplier Name
Posting Date					Purchase Type	Supplier Location
ANDERSON, BILL - XXXX 9100 0000 0005						
07/20/2002	202.00	0.28	1.74	0.0000	Litre	CHEVRON
07/20/2002					Fuel and Non-Fuel	US, FOSTER CITY CA
07/21/2002	484.00	4.84	0.00	0.0000	Litre	CHEVRON
07/21/2002					Fuel	US, FOSTER CITY CA
07/24/2002	82.64	0.00	0.83	0.0000		SHELL
07/24/2002					Non-Fuel	US, FOSTER CITY CA
07/25/2002	202.00	1.64	0.38	0.0000	Litre	SHELL
07/25/2002					Fuel and Non-Fuel	US, FOSTER CITY CA
JACOBSON, ROBB - XXXX 9100 0000 0017						
07/19/2002	4,220.00	1,656.00	2,564.00	0.0000	U.S. Gallon	MOBIL
07/19/2002					Fuel and Non-Fuel	US, SAN DIEGO CA
07/25/2002	260.00	260.00	0.00	0.0000	U.S. Gallon	BP
07/25/2002					Fuel	US, SAN FRANCISCO CA
08/16/2002	66.00	66.00	0.00	0.0000	U.S. Gallon	CHEVRON
08/16/2002					Fuel	US, LAKE OSWEGO OR
08/24/2002	88.00	51.08	376.00	0.0000	U.S. Gallon	CHEVRON
08/24/2002					Fuel and Non-Fuel	US, LAKE OSWEGO OR
09/16/2002	76.00	66.00	0.00	0.0000	U.S. Gallon	CHEVRON
09/16/2002					Fuel	US, LAKE OSWEGO OR

High Purchase Amount
Fuel

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name - Card Account No.

Trans Date Posting Date	Purchase Amount	Fuel Amount	Non-Fuel Amount	Fuel Units	Unit Type Purchase Type	Supplier Name Supplier Location
ANDERSON, BILL - XXXX 9100 0000 0005						
07/20/2002	202.00	0.28	1.74	0.0000	Litre	CHEVRON
07/20/2002					Fuel and Non-Fuel	US, FOSTER CITY CA
07/21/2002	484.00	4.84	0.00	0.0000	Litre	CHEVRON
07/21/2002					Fuel	US, FOSTER CITY CA
07/25/2002	202.00	1.64	0.38	0.0000	Litre	SHELL
07/25/2002					Fuel and Non-Fuel	US, FOSTER CITY CA
JACOBSON, ROBB - XXXX 9100 0000 0017						
07/19/2002	4,220.00	1,656.00	2,564.00	0.0000	U.S. Gallon	MOBIL
07/19/2002					Fuel and Non-Fuel	US, SAN DIEGO CA
07/25/2002	260.00	260.00	0.00	0.0000	U.S. Gallon	BP
07/25/2002					Fuel	US, SAN FRANCISCO CA
08/16/2002	66.00	66.00	0.00	0.0000	U.S. Gallon	CHEVRON
08/16/2002					Fuel	US, LAKE OSWEGO OR
08/24/2002	88.00	51.08	376.00	0.0000	U.S. Gallon	CHEVRON
08/24/2002					Fuel and Non-Fuel	US, LAKE OSWEGO OR
09/16/2002	76.00	66.00	0.00	0.0000	U.S. Gallon	CHEVRON
09/16/2002					Fuel	US, LAKE OSWEGO OR
09/24/2002	98.00	51.08	376.00	0.0000	U.S. Gallon	CHEVRON
09/24/2002					Fuel and Non-Fuel	US, LAKE OSWEGO OR
MONTROYA, LIVAN - XXXX 9100 0000 0008						

**High Purchase Amount
Non-Fuel**

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name - Card Account No.						
Trans Date	Purchase Amount	Fuel Amount	Non-Fuel Amount	Fuel Units	Unit Type	Supplier Name
Posting Date					Purchase Type	Supplier Location
ANDERSON, BILL - XXXX 9100 0000 0005						
07/20/2002	202.00	0.28	1.74	0.0000	Litre	CHEVRON
07/20/2002					Fuel and Non-Fuel	US, FOSTER CITY CA
07/24/2002	82.64	0.00	0.83	0.0000		SHELL
07/24/2002					Non-Fuel	US, FOSTER CITY CA
07/25/2002	202.00	1.64	0.38	0.0000	Litre	SHELL
07/25/2002					Fuel and Non-Fuel	US, FOSTER CITY CA
JACOBSON, ROBB - XXXX 9100 0000 0017						
07/19/2002	4,220.00	1,656.00	2,564.00	0.0000	U.S. Gallon	MOBIL
07/19/2002					Fuel and Non-Fuel	US, SAN DIEGO CA
08/24/2002	88.00	51.08	376.00	0.0000	U.S. Gallon	CHEVRON
08/24/2002					Fuel and Non-Fuel	US, LAKE OSWEGO OR
09/24/2002	98.00	51.08	376.00	0.0000	U.S. Gallon	CHEVRON
09/24/2002					Fuel and Non-Fuel	US, LAKE OSWEGO OR
MONTROYA, LIVAN - XXXX 9100 0000 0008						
07/05/2002	1,075.00	1,055.00	20.00	0.0000	Kilo	CHEVRON
07/05/2002					Non-Fuel	US, FOSTER CITY CA
07/05/2002	5,500.00	5,500.00	5,500.00	0.0000	Pound	CHEVRON
07/05/2002					Fuel and Non-Fuel	US, FOSTER CITY CA
07/13/2002	1,075.00	1,055.00	20.00	0.0000	Kilo	CHEVRON
07/13/2002					Non-Fuel	US, FOSTER CITY CA

Service Station Activity Summary
All Suppliers

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Supplier Information		Service Station Activity Summary					
Supplier Name and Location	Total Transactions	No. of Accounts	Total Sales	Fuel Sales	Non Fuel Sales	Fuel Units	Unit Type
BP - US, FOSTER CITY CA							
	3	1	342.00	332.00	0.00	0.0000	U.S. Gallon
Totals for BP	3	1	342.00	332.00	0.00		
BP - US, SAN FRANCISCO CA							
	1	1	260.00	260.00	0.00	0.0000	U.S. Gallon
Totals for BP	1	1	260.00	260.00	0.00		
CHEVRON - US, FOSTER CITY CA							
	2	1	900.00	6.00	3.00	0.0000	U.S. Gallon
	3	1	3,900.00	3,900.00	0.00	0.0000	Imperial Gallon
	3	1	3,225.00	3,165.00	60.00	0.0000	Kilo
	5	2	5,321.00	4,640.12	1.74	0.0000	Litre
	3	1	16,500.00	16,500.00	16,500.00	0.0000	Pound
Totals for CHEVRON	16	6	29,846.00	28,211.12	16,564.74		
CHEVRON - US, LAKE OSWEGO OR							
	6	2	816.00	356.16	1,128.00	0.0000	U.S. Gallon
Totals for CHEVRON	6	2	816.00	356.16	1,128.00		
MOBIL - US, SAN DIEGO CA							
	1	1	4,220.00	1,656.00	2,564.00	0.0000	U.S. Gallon
Totals for MOBIL	1	1	4,220.00	1,656.00	2,564.00		
MOBIL - US, SAN FRANCISCO CA							
	3	1	314.00	55.00	645.00	0.0000	U.S. Gallon
Totals for MOBIL	3	1	314.00	55.00	645.00		

Service Station Activity Detail

BP

US, SAN FRANCISCO CA

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name - Card Account No.

Transaction Information

Trans. Date	Posting Date	Purchase Type	Purchase Amount	Fuel Sales	Non Fuel Sales	Fuel Units	Unit Type
JACOBSON, ROBB - XXXX 9100 0000 0017							
07/25/2002	07/25/2002	Fuel	260.00	260.00	0.00	0.0000	U.S. Gallon
Totals for JACOBSON, ROBB			260.00	260.00	0.00	1 Transaction	
Grand Totals			260.00	260.00	0.00	1 Transaction	

Welcome to VISA Information Source! AA

- End of Report -

Car Rental Supplier Ranking

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

MCC	Current Period Transactions				Fiscal Year to Date			
	Net Amount	Percent	Total Transactions	Average Transaction	Net Amount	Percent	Total Transactions	Average Transaction
HERTZ	13,025.00	76.00	12	1,085.42	0.00	.00	0	-
AVIS RENT-A-CAR	3,992.40	23.30	26	153.55	0.00	.00	0	-
RENT-A-WRECK	120.00	.70	1	120.00	0.00	.00	0	-
Subtotal	17,137.40	100.00	39	439.42	0.00	.00	0	-
All Other	0.00	.00	0	-	0.00	.00	0	-
Grand Totals	17,137.40	100.00	39	439.42	0.00	.00	0	-

Welcome to VISA Information Source! AA

- End of Report -

Car Rental Transaction Detail

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name	Card Account No.	Trans Date Posting Date	Supplier Name Supplier Location	Reference No.	Transaction Amount
ANDERSON, BILL	XXXX 9100 0000 0005	07/25/2002 07/25/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	51564450151316055454411	150.00
ANDERSON, BILL	XXXX 9100 0000 0005	07/18/2002 07/18/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	41564450151316055454410	150.00
ANDERSON, BILL	XXXX 9100 0000 0005	07/11/2002 07/11/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	31564450151316055454420	120.00
DOE, JASON	XXXX 9100 0000 0007	09/26/2002 09/26/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	59564450151316055454416	222.00
DOE, JASON	XXXX 9100 0000 0007	08/25/2002 08/25/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	58564450151316055454416	122.00
DOE, JASON	XXXX 9100 0000 0007	07/25/2002 07/24/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	51564450151316055454416	150.00
DOE, JASON	XXXX 9100 0000 0007	07/18/2002 07/17/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	41564450151316055454415	150.00
DOE, JASON	XXXX 9100 0000 0007	07/11/2002 07/10/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	31564450151316055454425	68.40
SMITH, RUSS	XXXX 9100 0000 0006	07/13/2002 07/13/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	41564450151316055454411	150.00
SMITH, RUSS	XXXX 9100 0000 0006	07/11/2002 07/10/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	31564450151316055454423	186.00
SMITH, RUSS	XXXX 9100 0000 0006	07/05/2002 07/06/2002	AVIS RENT-A-CAR US, SAN FRANCISCO CA	31564450151316055454421	108.00

Cash Advance

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002
 Report Level: MCG

MCC	Transactions		Purchase Information				Fiscal Year to Date	
	Count	With Detail	Purchases	Credits	Net Amount	Avg. Amount	Purchases	Credits
CASH ADVANCES								
ELECTRONIC CASH WITHDRAWAL	7	0	927.19	0.00	927.19	132.46	0.00	0.00
FINANCIAL INST/MANUAL CASH	7	0	943.19	0.00	943.19	134.74	0.00	0.00
FINANCIAL INST/AUTO CASH	7	0	1,317.32	0.00	1,317.32	188.19	0.00	0.00
Grand Totals	21	0	3,187.70	0.00	3,187.70	151.80	0.00	0.00

Welcome to VISA Information Source! AA

- End of Report -

Lodging Supplier Ranking

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

MCC	Current Period Transactions				Fiscal Year to Date			
	Net Amount	Percent	Total Transactions	Average Transaction	Net Amount	Percent	Total Transactions	Average Transaction
MARRIOTT	6,788.00	64.21	25	271.52	0.00	.00	0	-
FOUR SEASONS	2,700.88	25.55	6	450.15	0.00	.00	0	-
HOLIDAY INN	808.00	7.64	4	202.00	0.00	.00	0	-
HYATT	224.00	2.12	1	224.00	0.00	.00	0	-
SILVER LEGACY HOTEL AND CASINO	150.00	1.42	1	150.00	0.00	.00	0	-
HILTON	(100.00)	-.95	2	(50.00)	0.00	.00	0	-
Subtotal	10,570.88	100.00	39	271.05	0.00	.00	0	-
All Other	0.00	.00	0	-	0.00	.00	0	-
Grand Totals	10,570.88	100.00	39	271.05	0.00	.00	0	-

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

Lodging Transaction Detail

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name	Card Account No.	Trans Date Posting Date	Supplier Name Supplier Location	Reference No.	Transaction Amount
MONTOYA, LIVAN	XXXX 9100 0000 0008	07/14/2002 07/14/2002	FOUR SEASONS US, FOSTER CITY CA	41564450151316055454422	286.00
MONTOYA, LIVAN	XXXX 9100 0000 0008	07/13/2002 07/13/2002	FOUR SEASONS US, SAN FRANCISCO CA	41564450151316055454421	66.00
MONTOYA, LIVAN	XXXX 9100 0000 0008	07/18/2002 07/18/2002	FOUR SEASONS US, LA JOLLA CA	41564450151316055454426	679.00
MONTOYA, LIVAN	XXXX 9100 0000 0008	07/17/2002 07/17/2002	FOUR SEASONS US, FOSTER CITY CA	41564450151316055454425	356.00
MONTOYA, LIVAN	XXXX 9100 0000 0008	07/16/2002 07/16/2002	FOUR SEASONS US, FOSTER CITY CA	41564450151316055454424	1,006.00
MONTOYA, LIVAN	XXXX 9100 0000 0008	07/15/2002 07/15/2002	FOUR SEASONS US, FOSTER CITY CA	41564450151316055454423	307.88
Grand Totals		6 Transactions			2,700.88

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

Travel Activity

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Carrier

Cardholder Name	Card Account No.	Passenger Name	Ticket No.	Transaction Date	Transaction Amount
AIR CANADA					
SMITH, BARRY	XXXX 9100 0000 0002	BOBBY HILL	PS87648	06/12/2002	1,180.00
THOMPSON, JEFF	XXXX 9100 0000 0003	PAM KENT	PS87648	06/19/2002	1,180.00
Totals for AIR CANADA				2 Transactions	2,360.00
AIR FRANCE					
SMITH, BARRY	XXXX 9100 0000 0002	HANK HILL	PS87648	06/13/2002	3,000.00
THOMPSON, JEFF	XXXX 9100 0000 0003	JR KENT	PS87648	06/20/2002	3,000.00
Totals for AIR FRANCE				2 Transactions	6,000.00
AMERICAN AIRLINES					
SMITH, BARRY	XXXX 9100 0000 0002			06/14/2002	500.00
SMITH, BARRY	XXXX 9100 0000 0002			06/15/2002	250.00
SMITH, BARRY	XXXX 9100 0000 0002			06/16/2002	(1,000.00)
SMITH, BARRY	XXXX 9100 0000 0002			06/17/2002	(750.00)
THOMPSON, JEFF	XXXX 9100 0000 0003			06/21/2002	500.00
THOMPSON, JEFF	XXXX 9100 0000 0003			06/22/2002	250.00
THOMPSON, JEFF	XXXX 9100 0000 0003			06/23/2002	(1,000.00)
THOMPSON, JEFF	XXXX 9100 0000 0003			06/24/2002	(750.00)
Totals for AMERICAN AIRLINES				8 Transactions	(2,000.00)
UNITED AIRLINES, INC					

City Pairs by Origin City

Company: COMPANY AA
 CardType: Corporate
 Organization: HQ
 CardAccount: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Origin City	Destination City	Carrier	Total Transactions
Los Angeles	San Francisco	UNITED AIRLINES, INC	3
San Francisco	Washington	UNITED AIRLINES, INC	3
Washington	Los Angeles	UNITED AIRLINES, INC	3
Grand Total			9

Welcome to VISA Information Source! AA

- End of Report -

Travel Credits

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: 06/13/2002 To 11/12/2002

Carrier	Passenger Name	Ticket No.	Credit Amount	Cardholder Name	Card Account No.
AMERICAN			(1,000.00)	SMITH, BARRY	XXXX 9100 0000 0002
			(750.00)	SMITH, BARRY	XXXX 9100 0000 0002
			(1,000.00)	THOMPSON, JEFF	XXXX 9100 0000 0003
			(750.00)	THOMPSON, JEFF	XXXX 9100 0000 0003
AMERICAN	Totals		(3,500.00)		0 Transactions
Grand Totals			(3,500.00)		0 Transactions

Welcome to VISA Information Source! AA

- End of Report -

Travel Itinerary Report

Company: COMPANY AA
 CardType: Corporate
 Organization: HQ
 CardAccount: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name	Card Account No.	Passenger Name	Transaction Date	Depart Date	Ticket No.
MONTOYA, LIVAN	XXXX 9100 0000 0008	HANK JOHNSONN	07/17/2002	07/09/2002	PS82937
SMITH, BARRY	XXXX 9100 0000 0002	HANK JOHNSONN	06/12/2002	06/09/2000	PS82937
SMITH, BARRY	XXXX 9100 0000 0002	BOBBY HILL	06/12/2002	06/13/2002	PS87648
SMITH, BARRY	XXXX 9100 0000 0002	HANK JOHNSONN	06/12/2002	06/09/2000	PS82937
SMITH, BARRY	XXXX 9100 0000 0002	BOBBY HILL	06/12/2002	06/13/2002	PS87648
SMITH, BARRY	XXXX 9100 0000 0002	HANK JOHNSONN	06/12/2002	06/09/2000	PS82937
SMITH, BARRY	XXXX 9100 0000 0002	HANK HILL	06/13/2002	06/02/2000	PS87648
SMITH, BARRY	XXXX 9100 0000 0002		06/14/2002	06/17/2002	
SMITH, BARRY	XXXX 9100 0000 0002		06/14/2002	06/17/2002	
SMITH, BARRY	XXXX 9100 0000 0002		06/15/2002	06/18/2002	
SMITH, BARRY	XXXX 9100 0000 0002		06/15/2002	06/18/2002	
SMITH, BARRY	XXXX 9100 0000 0002		06/16/2002	06/19/2002	
SMITH, BARRY	XXXX 9100 0000 0002		06/16/2002	06/19/2002	
SMITH, BARRY	XXXX 9100 0000 0002		06/17/2002	06/20/2002	
SMITH, BARRY	XXXX 9100 0000 0002		06/17/2002	06/20/2002	
THOMPSON, JEFF	XXXX 9100 0000 0003	JEFF KENT	06/19/2002	06/16/2002	PS82937
THOMPSON, JEFF	XXXX 9100 0000 0003	PAM KENT	06/19/2002	06/20/2002	PS87648
THOMPSON, JEFF	XXXX 9100 0000 0003	JEFF KENT	06/19/2002	06/16/2002	PS82937
THOMPSON, JEFF	XXXX 9100 0000 0003	PAM KENT	06/19/2002	06/20/2002	PS87648
THOMPSON, JEFF	XXXX 9100 0000 0003	JEFF KENT	06/19/2002	06/16/2002	PS82937
THOMPSON, JEFF	XXXX 9100 0000 0003	JR KENT	06/20/2002	06/09/2002	PS87648
THOMPSON, JEFF	XXXX 9100 0000 0003		06/21/2002	06/24/2002	

Travel Itinerary with Leg Detail Report

Company: COMPANY AA
 CardType: Corporate
 Organization: HQ
 CardAccount: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

Cardholder Name			Card Account No.	Passenger Name	Transaction Date	Depart Date	Ticket No.
Leg No.	Class	Fare Basis	Carrier	Origin		Destination	
MONTOYA, LIVAN			XXXX 9100 0000 0008	HANK JOHNSONN	07/17/2002	07/09/2002	PS82937
1	Y	Z	UA /UNITED AIRLINES, INC	SFO/Intl/San Francisco		IAD/Dulles Intl/Washington	
2	Y	Z	UA /UNITED AIRLINES, INC	IAD/Dulles Intl/Washington		JFK/John F Kennedy Intl/New York	
3	Y	Z	UA /UNITED AIRLINES, INC	JFK/John F Kennedy Intl/New York		LAX/Intl/Los Angeles	
4	Y	Z	UA /UNITED AIRLINES, INC	LAX/Intl/Los Angeles		OAK/Metropolitan Oak Int/Oakland	
5	Y	Z	UA /UNITED AIRLINES, INC	OAK/Metropolitan Oak Int/Oakland		SFO/Intl/San Francisco	
SMITH, BARRY			XXXX 9100 0000 0002	HANK JOHNSONN	06/12/2002	06/09/2000	PS82937
1	Y	Z	UA /UNITED AIRLINES, INC	SFO/Intl/San Francisco		IAD/Dulles Intl/Washington	
SMITH, BARRY			XXXX 9100 0000 0002	BOBBY HILL	06/12/2002	06/13/2002	PS87648
1	H	Y	AC /AIR CANADA	SFO/Intl/San Francisco		YQB//Quebec	
SMITH, BARRY			XXXX 9100 0000 0002	HANK JOHNSONN	06/12/2002	06/09/2000	PS82937
2	Y	Z	UA /UNITED AIRLINES, INC	IAD/Dulles Intl/Washington		JFK/John F Kennedy Intl/New York	
SMITH, BARRY			XXXX 9100 0000 0002	BOBBY HILL	06/12/2002	06/13/2002	PS87648
2	H	Y	AC /AIR CANADA	0/Unknown/Unknown		SFO/Intl/San Francisco	
SMITH, BARRY			XXXX 9100 0000 0002	HANK JOHNSONN	06/12/2002	06/09/2000	PS82937
3	Y	Z	UA /UNITED AIRLINES, INC	JFK/John F Kennedy Intl/New York		LAX/Intl/Los Angeles	
4	Y	Z	UA /UNITED AIRLINES, INC	LAX/Intl/Los Angeles		OAK/Metropolitan Oak Int/Oakland	
5	Y	Z	UA /UNITED AIRLINES, INC	OAK/Metropolitan Oak Int/Oakland		SFO/Intl/San Francisco	
SMITH, BARRY			XXXX 9100 0000 0002	HANK HILL	06/13/2002	06/02/2000	PS87648
1	H	Y	AF /AIR FRANCE	SFO/Intl/San Francisco		CDG/Ch. De Gaulle/Paris	
SMITH, BARRY			XXXX 9100 0000 0002		06/14/2002	06/17/2002	

Travel Supplier Ranking

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 11/12/2002

MCC	Current Period Transactions				Fiscal Year to Date			
	Net Amount	Percent	Total Transactions	Average Transaction	Net Amount	Percent	Total Transactions	Average Transaction
AIR FRANCE	6,000.00	58.03	2	3,000.00	0.00	.00	0	-
UNITED	3,980.00	38.49	4	995.00	0.00	.00	0	-
AIR CANADA	2,360.00	22.82	2	1,180.00	0.00	.00	0	-
AMERICAN	(2,000.00)	-19.34	8	(250.00)	0.00	.00	0	-
Subtotal	10,340.00	100.00	16	646.25	0.00	.00	0	-
All Other	0.00	.00	0	-	0.00	.00	0	-
Grand Totals	10,340.00	100.00	16	646.25	0.00	.00	0	-

Welcome to VISA Information Source! AA

- End of Report -

Sales and Use Tax Summary

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 07/12/2002

Current Period				Fiscal Year To Date			
Purchases	% of Purchases	Sales/Use Tax	Credits	Purchases	% of Purchases	Sales/Use Tax	Credits
Same State Purchases							
Taxable Purchases							
Sales Tax captured at POS							
28,755.80	73.49	14.43	(3,850.00)	28,755.80	73.49	14.43	(3,850.00)
Sales Tax Paid Suppliers, no POS							
110.00	0.28	2.00	(0.00)	110.00	0.28	2.00	(0.00)
Purchases Subject to Use Tax							
Taxable Subtotal							
28,865.80	73.77	16.43	(3,850.00)	28,865.80	73.77	16.43	(3,850.00)
Non-Taxable Purchases							
Non-Taxable Purchases							
Non-taxable Subtotal							
Same State Totals							
28,865.80	73.77	16.43	(3,850.00)	28,865.80	73.77	16.43	(3,850.00)
Out-of-State Purchases							
Taxable Purchases							
Sales Tax captured at POS							
1,903.00	4.86	0.00	(0.00)	1,903.00	4.86	0.00	(0.00)

Sales and Use Tax Audit

Company: COMPANY AA
 Card Type: Corporate
 Organization: HQ
 Card Account: All card accounts
 Cycle: Billing from 06/13/2002 to 07/12/2002

Cardholder Name - Card Account No.	City	State	Country	Postal Code
Transaction Information				
Supplier Name	Transaction Date	Posting Date	Trans Ref No.	Supplier Tax Exception
Supplier Location	Transaction Amt	Taxable Purch. Amt	Sales Tax Amt	Exclude Supplier
MCC	User-defined Nexus	Intrastate	Cardholder Tax	Exclude Card Acct
			Use Tax Rate (%)	Exclude Hier Node
				Exclude MCC
				Exclude ACS
SMITH, BARRY - 4999 9100 0000 0002	SAN FRANCISCO	CA	US	94454
AUTOMATED TELLER MACHINE	07/01/2002	07/01/2002	21564450151316055454471	No
US, WALNUT CREEK CA				No
FINANCIAL INST/MANUAL CASH	50.00		0.00	No
	No	Yes	No	No
			6.25	No
				Yes
SMITH, BARRY - 4999 9100 0000 0002	SAN FRANCISCO	CA	US	94454
AIR CANADA	06/12/2002	06/15/2002	71564450151316055454471	No
CA, WINNIPEG MB				No
AIR CANADA	1,180.00	0.00		No
	No	No	No	No
			6.25	No
				Yes
THOMPSON, JEFF - 4999 9100 0000 0003	Foster City	CA	US	94596
AMERICAN	06/24/2002	06/27/2002	13564450151316055454410	No
US, SAN MATEO CA				No
AMERICAN	(750.00)		0.00	No
	No	Yes	No	No
			8.25	No

GST/HST/PST/QST Detail

Company: CANADIAN CO.
 Organization: MARKETING
 Card Type: Purchasing
 Card Account: All Card Accounts
 Billing Period: Billing from 03/16/2004 to 04/14/2004

[Send to Inbox](#)

[Close Report](#)

Province or Territory

Trans Date	Cardholder Name	Trans Amount	GST/HST Amount	PST/QST Amount	Supplier Name	PST/QST Tax Collect.
Posting Date	Card Account No.		Conv. Amount	Conv. Amount	Supplier Location	GST/HST Supplier ID
					MCC Name	Tax Problem Ind.
ONTARIO						
03/30/2004	JOHNSON, RICK	15.00	.91	1.05	AIR CAB	YES
04/01/2004	4000 000 000 0004		.91	1.05	CA, TORONTO ON 4121 TAXICABS/LIMOUSINES	
03/29/2004	GRAMMENZ, STEFAN	30.00	1.82	2.10	AEROFLEET LIMO AND TAXI	YES
03/24/2004	4000 000 000 0011		1.82	2.10	CA, MISSISSAUGA ON 4121 TAXICABS/LIMOUSINES	
Totals for ONTARIO		45.00	2.73	3.15		
Grand Totals		45.00	2.73	3.15		

GST Estimation Detail

Company: CANADIAN CO.
 Organization: MARKETING
 Card Type: Purchasing
 Card Account: All Card Accounts
 Billing Period: Billing from 03/16/2004 to 04/14/2004

[Send to Inbox](#)

[Close Report](#)







Province or Territory	PST Rate	PST over GST	GST Rate	POS GST Amt	Calc GST Amt	Tax Prob Ind.
Cardholder Name	Card Acct No.	Trans Date	Trans Amount	POS GST Conv. Amt		Tax fr Cardholder
Cardholder Location	MCC					PST/GST Collec.
Supplier Name	GST/HST Supplier ID					
Supplier Location						
ONTARIO	8.00%	No	7.00%			
AMANDA PARKER	4000 0000 0000 0012	03/19/2004	9.72	0.00	.64	NO
				0.00		NO
PUROLATOR COURIER	4125 COURIER SERVICES					NO
CA, MISSISSAUGA ON						
RODERICK SAMPSON	4000 0000 0000 0058	03/23/2004	113.85	0.00	7.45	NO
				0.00		NO
HOUSE OF FLOWERS	5992 FLORISTS					NO
CA, MISSISSAUGA ON						
Totals for ONTARIO			114.57	0.00	8.09	
Grand Totals			114.57	0.00	8.09	

GST Summary

Company: 12345-XYZ CO. INTERNATIONAL
 Card Type: Corporate
 Organization: XYZ Co. Australia
 Card Account: All card accounts
 Cycle: Invoicing from 30/09/2003 to 29/10/2003

 [Send to Inbox](#)

[Close Report](#)


	Cardholder Name	Cardholder Location	Card Account No.	Total Transaction Amount	Total POS Tax Amount	Total Estimated Tax
	AURILIA, RICH	AU, SYDNEY NS	4500 0000 0000 0000	794.86	0.00	72.26
	BELL, MICHELLE	AU, SYDNEY NS	4500 0000 0000 0001	6,581.57	0.00	598.32
	CARVER, PETER	AU, SYDNEY NS	4500 0000 0000 0002	789.23	0.00	71.75
	SMITH, JOHN	AU, SYDNEY NS	4500 0000 0000 0003	1,260.00	0.00	114.55
	EDMUNDS, KEVIN	AU, SYDNEY NS	4500 0000 0000 0004	2,382.64	0.00	216.60
	HOWARD, ALEX	AU, SYDNEY NS	4500 0000 0000 0005	376.68	0.00	34.24
	Grand Totals			12,184.98	0.00	1107.72

GST Detail

Company: 12345-XYZ CO. INTERNATIONAL
 Card Type: Corporate
 Organization: XYZ Co. Australia
 Card Account: All card accounts
 Cycle: Invoicing from 30/09/2003 to 29/10/2003

 [Send to Inbox](#)

[Close Report](#) 

Cardholder Name - Card Acct No.	Cardholder Location	Transaction Amount	POS Tax Amount	Estimated Tax	Tax from Cardholder
Supplier Name Supplier Location MCC	Tax Jurisdiction Transaction Date Posting Date				
SMITH, JOHN - 4500 0000 0000 0000	AU, SYDNEY NS				
 SHELL AU, EAST SYDNEY, AUST SERVICE STATIONS	11/10/2003	32.63		2.97	YES
 AW FLOWERS AU, EAST SYDNEY, AUST FLORISTS	12/10/2003	26.86		2.44	NO
 SOFTWARE HOUSE AU, HARRIS PARK, AUST COMPUTER PROGRAM / SYS DESIGN	27/10/2003	16.65		1.51	NO
Totals for SMITH, JOHN - 4500 0000 0000 0000		3 Transactions	76.14	6.92	

Thailand VAT

Company: CompanyName
 Card Type: CardType
 Organization: OrganizationName
 Card Account: All card accounts
 Cycle: CycleType from FromDate to ToDate
 Grouped by: Card Account

[Send to Inbox](#)

[Close Report](#)

Cardholder Name, Card Account No. Merchant Name Merchant Location VAT Registration No. Trans Date Posting Date	Purchase Type	Billing Amount	VAT Amount Tax Source	Withholding Amt Withholding Source	Goods/Services Amt
---	---------------	----------------	--------------------------	---------------------------------------	--------------------

Lastname, Firstname XXXX XXXX XXXX XXXX

MerchantName					
Street, City State/Prov					
VATRegistrationNo					
dd-mmm-yyyy	Rental	999,999,999.99	999,999,999.99	999,999,999.99	999,999,999.99
dd-mmm-yyyy			POS	Cardholder	
dd-mmm-yyyy	Services	999,999,999.99	999,999,999.99	999,999,999.99	999,999,999.99
dd-mmm-yyyy			Estimated	Cardholder	
dd-mmm-yyyy	Rental	999,999,999.99	999,999,999.99	999,999,999.99	999,999,999.99
dd-mmm-yyyy			POS	Cardholder	
Subtotal forMerchantName		999,999,999.99	999,999,999.99	999,999,999.99	999,999,999.99
MerchantName					
Street, City State/Prov					
VATRegistrationNo					
dd-mmm-yyyy	Rental	999,999,999.99	999,999,999.99	999,999,999.99	999,999,999.99
dd-mmm-yyyy			POS	Cardholder	
dd-mmm-yyyy	Services	999,999,999.99	999,999,999.99	999,999,999.99	999,999,999.99
dd-mmm-yyyy			Estimated	Cardholder	
dd-mmm-yyyy	Rental	999,999,999.99	999,999,999.99	999,999,999.99	999,999,999.99
dd-mmm-yyyy			POS	Cardholder	
Subtotal forMerchantName		999,999,999.99	999,999,999.99	999,999,999.99	999,999,999.99
Subtotal for XXXX XXXX XXXX XXX		999,999,999.99	999,999,999.99	999,999,999.99	999,999,999.99

Lastname, Firstname XXXX XXXX XXXX XXXX

MerchantName					
Street, City State/Prov					
VATRegistrationNo					
dd-mmm-yyyy	Rental	999,999,999.99	999,999,999.99	999,999,999.99	999,999,999.99

UK Company

LONDON, UNIT

Issuer: UK Bank
Report Period 03/13/2004 to 04/15/2004

Corporate VAT Detail

Page: 1 of 4
Print Date: 04/16/2004

Country: United Kingdom

Currency: GBP

Transaction Summary

Supplier Name	: Thistle Hotel	Cardholder Name	: Rachel Johnson	Supplier VAT No.	: GB1234567890
Supplier Location	: London	Source Amt	: 167.00	Freight/Shipping VAT/Tax Amt	: 0.00
Billing Currency	: GBP	VAT Amt	: 24.87	Freight/Shipping VAT/Tax Rate	: 0.00
Trans Date/Tax Point	: 03/16/2004	Net Amt	: 142.13		
		Billing Amt:	: 167.00		

Transaction Detail

Commodity Code		Commodity Description						Transaction Amount		
Item	Seq. No.	Item Description	Item Product Code	Quantity	Unit Cost	Discount	Unit Measure	Net	Gross	VAT Rate
7011	1	Room Charge	RMCHG	1	142.13	0.00	EA	142.13	167.00	17.5%

Travel Transaction Line Item Detail

Cardholder Name	JEFF THOMPSON	Supplier Name	UNITED
Cardholder Acct No.	XXXX 9100 0000 0003	Supplier Location	US, SAN FRANCISCO CA
Transaction Date	06/19/2002	Amount	1,160.00 USD
Passenger Name	JEFF KENT	Travel Agency	UNITED EXPRESS
Departure Date	06/16/2002	Fare Amount	1,160.00 USD
Ticket Number	PS82937	Total Fee Amount	100.00 USD
Ticket Indicator	0	Total Tax Amount	500.00 USD

Leg No.	Origin Airport Code	Dest. Airport Code	Carrier Code	Service Class	Fare Basis	Travel Date	Stop Over Code	Coupon No.	Carrier Ref No.	Departure Time	Arrival Time
1	SFO	IAD	UA	Y	Z	06/16/2002	1	1	101	06:30 AM	04:30 PM
2	IAD	JFK	UA	Y	Z	06/17/2002	0	1	102	07:30 AM	09:34 AM
3	JFK	LAX	UA	Y	Z	06/18/2002	1	1	103	06:25 AM	12:30 PM
4	LAX	OAK	UA	Y	Z	06/19/2002	0	1	104	08:45 AM	09:35 AM
5	OAK	SFO	UA	Y	Z	06/20/2002	1	1	105	09:15 AM	09:45 AM

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

Purchasing Transaction Line Item Detail

Cardholder Name	BARRY SMITH	Transaction Amount	50.00 USD
Cardholder Acct No.	XXXX 9100 0000 0002	Tax Amount	
Transaction Date	08/21/2002		
Order Date			
Supplier Name	COMPUTER NATION	Duty Amount	
Supplier Location	US, Walnut Creed CA	Discount Amount	
Source Postal Code		Freight Amount	
Destination Postal Code		Freight/Shipping VAT/Tax Amt	
Destination Country Name		Freight/Shipping VAT/Tax Rate	

Qty	Item Description	Unit	Unit Cost	Tax per Line	Item Discount	Total
100	DISK RAID IN FLOPPY	1.44MB	0.10	0.00	10.00	0.00
200	SUPER MEMORY X3-485	256MB	2.15	0.00	40.00	390.00
						390.00

Welcome to VISA Information Source! AA

- End of Report -

Folio Transaction Line Item Detail

Cardholder Name	LIVAN MONTOYA	Supplier Name	Four Seasons
Cardholder Acct No.	XXXX 9100 0000 0008	Supplier Location	US, La Jolla CA
Transaction Date	07/18/2002	Check In Date	07/16/2000
Transaction Amount	679.00 USD	Daily Room Rate	144.00 USD
Tax		Lodging Nights	3
Food/Beverage Charges	46.00 USD	Total Room Tax Amount	70.00 USD
Mini-bar Charges	42.00 USD	Total Tax Amount	80.00 USD
Valet Parking Charges	0.00 USD	Total Non-room Charges	167.00 USD
Laundry Charges	28.00 USD	Prepaid Expenses	0.00 USD
Movie Charges	0.00 USD	Folio Cash Advances	0.00 USD
Telephone Charges	18.00 USD	Source Amount	679.00 USD
Gift Shop Purchases	20.00 USD	Extra Charge Code	2
Business Center Charges	0.00 USD		
Health Club Charges	13.00 USD		
Other Charges	0.00 USD		

Welcome to VISA Information Source! AA

- End of Report -

Car Rental Transaction Line Item Detail

Cardholder Name	BILL ANDERSON	Supplier Name	Avis Rent-a-car
Cardholder Acct No.	XXXX 9100 0000 0005	Supplier Location	US, San Francisco CA
Transaction Date	07/25/2002	Daily Rental Rate	55.00 USD
Transaction Amount	150.00 USD	Weekly Rental Rate	0.00 USD
Tax	0.00 USD		
Check-out Date	07/05/2002	Insurance Charges	0.00 USD
Class Code	LX	Fuel Charges	11.00 USD
Renter Name		One-way Drop Off Charges	0.00 USD
Corporate Id		Auto Towing Charges	0.00 USD
Location Return	SFO	Regular Mileage Charges	9.00 USD
Days Rented	2	Extra Mileage Charges	0.00 USD
Source Amount	150.00 USD	Late Return Charges	0.00 USD
Total Tax/VAT	20.00 USD	Telephone Charges	0.00 USD
Extra Charge Code	3	Other Charges	0.00 USD

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

Fleet Transaction Line Item Detail

Cardholder Name BARRY SMITH
Cardholder Acct No. XXXX 9100 0000 0002
Transaction Date 07/05/2002
Transaction Amount 2,556.00 USD
VAT/Tax Rate 15.00

Supplier Name SHELL
Supplier Location US, Foster City CA
Purchase Type Fuel Purchase
Service Type Full Service
Odometer Reading 00000000

Fuel UOM Litre
Fuel Type Unleaded Regular 86
Fuel Quantity
Fuel Unit Cost 0.6287 USD

Fuel Gross Amount 2,877.00 USD
Fuel Net Amount 2,556.00 USD
Non-Fuel Gross Amount 0.00 USD
Non-Fuel Net Amount 0.00 USD

Taxes	Exempt	Tax Amount
Federal Sales Tax	Y	53.00 USD
City Fuel Sales Tax	Y	55.00 USD
County Fuel Sales Tax	Y	55.00 USD
Secondary State Fuel Tax	Y	52.00 USD
State Motor Fuel Tax	Y	28.00 USD
County Motor Fuel Tax	N	0.00 USD
City Motor Fuel Tax	Y	53.00 USD
Fuel Miscellaneous Tax	Y	55.00 USD
Fuel Federal Excise Tax	Y	25.00 USD
Non-Fuel Federal Excise Tax	N	0.00 USD
Non-Fuel State and Local Sales Tax	N	0.00 USD
Non-Fuel Miscellaneous Tax	Y	0.00 USD

Welcome to VISA Information Source! AA

Cost Allocation Line Item Detail

Cardholder Name	ANDERSON, BILL	Transaction Date	06/23/2002
Card Account No.	XXXX 9100 0000 0005	Posting Date	06/23/2002
Cardholder ID	000000000-0000000101	Supplier Name	
Transaction Amount	500.00 USD	MCC Code	0
Net amount	500.00 USD	MCC Name	MISSING MERCHANT CATEGORY
Tax - POS		Customer Code (CRI)	
Tax - from Cardholder			

Split No.	Description Allocated to Accounting code Accounting Code Description	Allocation			
		%	Amount	Tax1	Tax2
1	Auto Allocated 12543..... Tamara's Wedding.....	100.00	500.00 USD	0.00 USD	0.00 USD

Welcome to VISA Information Source! AA

- End of Report -

© 2002-2004 Visa. All rights reserved.

**APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

Each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States. Those who propose to perform a portion of the direct labor outside of the United States will receive a correspondingly smaller score for this criterion.

In order to be eligible for any consideration for this criterion, Offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the Offeror for this criterion.

I, George Whitmer -SVP [title] of PNC Financial Services [name of Contractor] a Pa [place of incorporation] corporation or other legal entity, ("Contractor") located at Fifth and Wood St
Pittsburgh Pa 15222 [address], having a Social Security or Federal Identification Number of 22 114 6430, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States.

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States. Please identify the direct labor performed under the contract that will be performed outside the United States:

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Janet A. Garner - AUP
Signature/Date 3-12-07

Janith A. Garner - AUP
Printed Name/Title

PNC Financial Service
Corporate or Legal Entity's Name

George R Whitmer 3/12/07
Signature/Date

George R Whitmer SVP
Printed Name/Title