



Instructions for Individually Billed Card Account Setup/Application Form

Purpose	Complete this form to establish an individually billed travel card account under the GSA Smart Pay Program.
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Instructions	<p>Cardholders: Fill out “To be completed by Employee” section. A/OPCs: Fill out “To be completed by the Agency/Organization Program Coordinator section. Please print or type all information. Mail or fax to:</p> <p style="text-align: center;"> Bank of America Attn: GCSU P. O. Box 1637 Norfolk, VA 23501-1637 Fax: (757) 441-4993 Fax: (888) 784-1039 (toll free) </p> <p>Please see page 8 for instructions.</p>
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Field Descriptions	
For your assistance, listed below are field descriptions of elements on the form.	
First Name, Last Name, MI	Employee’s first name, last name and middle initial. Pursuant to requirements of law, including the USA PATRIOT Act, Bank of America is obtaining information and will take necessary actions to verify your identity.
Social Security Number/Tax ID	Employee’s Social Security Number.
Date of Birth	Complete information as appropriate
Agency Name	Provide name of the Employee’s agency name.
Office Telephone Number	Employee’s work telephone number, including Country and Area Codes.
E-mail Address	List cardholder’s email address if available.
Primary Mailing Address	This is the address to which the employee’s travel card billing statement should be mailed. If a P.O. Box is provided, a physical address is required in the designated section.
Alternate Mailing Address or Physical Mailing Address (includes Street, City, State/Province, Zip/Postal Code, and Country)	Complete this section if a P.O. Box is being provided as your Primary Mailing Address. Or, Complete this section if you would like the card mailed to an alternate address that is different than the Primary Mailing Address to which the regular billing statement will be sent.
Signature and Agreement	Sign application and indicate your choice by initialing either A. or B. <ul style="list-style-type: none"> • If an applicant initials B., a restricted card be issued with reduced spending limits. • If neither block is initialed, the application will be returned to the A/OPC for further instruction.
Date	Date employee signs this form.

**AGREEMENT BETWEEN AGENCY/ORGANIZATION EMPLOYEE AND
BANK OF AMERICA, N.A. (USA)**

IMPORTANT: BEFORE YOU SIGN THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, OR USE THE GOVERNMENT CARD, READ THIS AGREEMENT THOROUGHLY. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS.

Agency/Organization under the Agency's/Organization's expense reimbursement procedures applicable to you. You also agree to report your expenses promptly to the Agency/Organization in accordance with its expense reimbursement procedures. You, as the Cardholder, are responsible for making payment to Bank of America. You are responsible for all Charges made with the Card even if you let someone else use the Card or voluntarily relinquish physical possession of the Card. You must retrieve the Card from that person to avoid further liability.

- 1. DEFINITIONS.** In this Agreement, the word "Agreement" means this document as modified by any amendment issued pursuant to Section 13. The word "we" "Bank of America" or "us" refers to Bank of America, N.A. (USA), the issuer of the Card. The "GSA Contract" refers to the General Services Administration Contract No. GS-23F-98004. The word "Program" means the card program established pursuant to the GSA contract. "Agency/Organization" means the United States federal agency, bureau, division, office or other organizational entity participating in the program that has requested/authorized Bank of America to open an account for you. The words "cardholder", "you" or "your" means the Agency/Organization employee whose name appears on the Card. The word "Government Card", "Card" or "Cards" mean the card issued to you by us under the Program. "Account" means the account established by us in connection with the Government Card. "Cash Advance" is a cash advance obtained through use of the Account at any participating affiliated automated teller machine ("ATM") or any financial institution or other establishment authorized to process and grant you a cash advance.
- 2. ACCEPTANCE OF THE AGREEMENT.** BY SIGNING THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, ACTIVATING, SIGNING OR USING THE CARD AND/OR THE ACCOUNT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUT THE CARD IN HALF AND RETURN THE PIECES TO BANK OF AMERICA.
- 3. OBTAINING CREDIT REPORTS.** You authorize Bank of America to obtain reports concerning your credit, from credit bureaus and other credit reporting agencies, consistent with your Agency/Organization's agreement with union officials (if applicable). You may prevent us from obtaining credit bureau information by (i) specifically indicating on your Individually Billed Card Account Setup/Application Form that you do not authorize Bank of America to obtain credit bureau reports concerning your credit or (ii) failing to consent to the terms of this Agreement.
- 4. PROMISE TO PAY LIABILITY.** All amounts charged to the Account including purchases, Cash Advances and fees will be called "Charges." You promise to pay for all Charges made by you or anyone you allow to use the Account until paid in full. Official travel and travel-related expenses charged to the Card will be reimbursed by the

- 5. DISCLOSURE OF ACCOUNT INFORMATION.** In addition to routine uses under the Privacy Act, you authorize Bank of America to: (1) provide information about your Account to Bank of America's service providers administering your Account under the GSA Contract; (2) disclose all necessary Account information to outside attorneys representing Bank of America in connection with any legal or administrative proceeding involving your Account or Bank of America's actions under this Agreement; (3) provide all necessary Account information to Bank of America's auditors in the course of any audit; (4) disclose all necessary Account information to outside attorneys, collection agencies or credit bureaus if we refer all or part of the Account for collection in accordance with the GSA Contract and your Agency/Organization's Task Order. You understand that past due Accounts will be reported to your Agency/Organization. By signing the Individually Billed Card Account Setup/Application Form, you are providing your written consent to the disclosure of Account information as provided in this Section 4.
- 6. TYPE OF ACCOUNT.** You have been issued either a Restricted or Standard Account. A Restricted Account generally has a lower credit limit and is subject to greater usage restrictions. The reason(s) a Restricted Account may have been established include, but are not limited to, (1) you, as the cardholder did not provide authorization for Bank of America to acquire a credit report on your financial history, or (2) the Agency/Organization program coordinator requested a Restricted Account, or (3) your credit did not meet the minimum requirements set by the Agency/Organization to qualify for the Standard Account. Your Agency/Organization may change your account from a Standard Account to a Restricted Account or from a Restricted Account to a Standard Account.
- 7. USE OF GOVERNMENT CARD.** You agree to use the Card only for official travel and official travel related expenses away from your official station/duty station in accordance with your Agency/Organization policy. You agree not to use the Card for personal, family or household purposes. Charging privileges on the Card are provided by Bank of America pursuant to the GSA Contract and the Task Order of your Agency/Organization. No other person is permitted to

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use the Card issued to you for Charges or for any other reason.

8. PAYMENT. We will send statements of all Charges to you. All payments are due by the due date specified on your statement ("Due Date"). You should notify us immediately of any change in your billing address by calling the number indicated in Section 14. Payments must be made in U.S. currency, in electronic form or with a money order payable in U.S. dollars, or with a draft or a check drawn on a bank in the U.S. and payable in U.S. dollars. If we decide to accept a payment made in some other form, payment will not be credited to your Account until your payment is converted into one of the forms just mentioned. We may accept late payments, partial payments or checks and money orders marked "payment in full" or with other restrictive endorsements without losing any rights under this Agreement or under the law.

9. SUSPENSION AND CANCELLATION. Suspension or cancellation does not affect the terms of this Agreement, including without limitation your obligation to pay the balance of your Account, until your obligation to Bank of America under this Agreement has been satisfied.

A. **Suspension:** Bank of America may suspend your Account and prohibit further Charges if (i) payment for any undisputed principal amount is not received within 61 calendar days from the closing date on the statement in which the unpaid Charge first appeared, or within the timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (ii) the Agency/Organization or GSA requests the suspension. Bank of America will reinstate your suspended account upon full payment of the amount due unless otherwise directed by the Agency/Organization.

B. **Cancellation by Cardholder:** You may cancel the Card at any time by notifying Bank of America, cutting the Card in half and returning the parts to Bank of America.

C. **Cancellation by Bank of America**

(i). **Automatic Cancellation:** The Card and the Account will automatically be canceled upon (a) termination of your employment with the Agency/Organization regardless of the reason; (b) termination or expiration of the GSA Contract and/or Agency/Organization task order; (c) request of the Agency/Organization or GSA; or (d) request of Bank of America with the permission of the Agency/Organization. Upon cancellation, you agree to return the Card immediately, cut in half, to Bank of America.

(ii). **Cancellation Due to Delinquency:** **Bank of America may cancel your Account if (a) the Account has been suspended two times during a 12 month period for non-payment of undisputed principal amounts and is past due again; for purpose of this section 7.C.(ii).(a), "past due" means payment**

is not received within 45 calendar days from the closing date on the statement of Account in which the Charge first appeared; (b) the Account is 126 calendar days past due from the closing date on the statement of Account in which the unpaid Charge first appeared, or within the timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (c) the Agency/Organization or GSA requests the cancellation. Bank of America may reinstate a canceled Account upon full payment of the amount due and any late fee assessed. Account statements may not (at the option of Bank of America) be sent after an Account has been canceled.

10. ATM USAGE. If your Agency/Organization is participating in the Bank of America ATM Program for Government Cardholders, you will separately receive a Personal Identification Number ("PIN"). You may then obtain Cash Advances at an ATM when authorized in accordance with Agency/Organization procedures.

11. NO WAIVER OF BANK OF AMERICA'S RIGHTS. All rights and remedies of Bank of America are cumulative and may be pursued singularly, successively or together, at the option of Bank of America. Except as expressly provided below in this Section 9, Bank of America's failure at any time to exercise any of its rights hereunder or any other rights shall not constitute a waiver nor otherwise bar the exercise of any of these options or rights at a later date. Bank of America waives its right to suspend the Account for a particular Charge if suspension procedures are not initiated within 180 calendar days of the closing date on the statement of Account in which the Charge first appeared. Bank of America waives its right to cancel the Account for a particular Charge if cancellation procedures are not initiated within 180 calendar days of the closing date on the statement of Account in which the Charge first appeared.

12. TRAVELERS CHECKS. If your Agency/Organization is participating in the Bank of America Travelers Check program for Government Cardholders, you may purchase travelers checks when authorized in accordance with Agency/Organization procedures and a Travelers Check Fee of 1.5% of the total amount of the checks purchased will apply. If your Agency/Organization has negotiated a lower Travelers Checks Fee, the lower amount will apply.

13. CHARGES. You agree to pay the following Charges unless your Agency/Organization has negotiated a lower rate or fee, in which case, you will pay the lower amount.

Return Check Fee. \$20.00 for any payment which is returned for any reason.

Cash Advance Fee. 1.9% of the amount of each Cash Advance.

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P.O. Box 1350
Norfolk, VA 23501

Delinquency and Collection Charges. If Bank of America refers your Account to any attorney for collection, you will be responsible for attorney's fees, if any, not to exceed 25% of the Account balance plus all other costs of collection and court costs except where prohibited by law.

Late Fee. If your Account has been canceled, \$20.00 for any payment not received within 120 calendar days past the closing date on the statement of Account in which the Charge first appeared.

14. FOREIGN TRANSACTIONS/FEES. If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. Visa and MasterCard will no longer add a 1% adjustment factor to or show it as part of the U.S. dollar amount. Instead Visa and MasterCard will bill the Bank directly. Therefore, for Visa and MasterCard Transactions, we will charge a 1% amount ("International Transaction Fee"), and show it as a separate line item, only for those foreign Transactions converted into U.S. dollars. Each International Transaction Fee will be shown in the Activity section on your billing statement.

15.CHANGE IN TERMS. Bank of America may, with the written consent of GSA and your Agency/Organization, change the terms of this Agreement upon 30-day written notice to you. You agree that the new terms provided in any such notice may apply both to your new transactions and to your Account balance on the date the change becomes effective. If you do not agree to a change in terms of this agreement, then prior to the effective date of the change, you must notify us, cut the card in half and return the pieces to us.

16.LOST OR STOLEN CARD/REPLACEMENT. If your Card is lost or stolen, or if you think another person may use your Account without your permission, you must notify Bank of America immediately by calling the number listed below.

Telephone Numbers:

Within United States 1-800-472-1424

Collect Calls from out of United States (757) 441-4124

You may confirm your notification by writing to:

Bank of America
Security Department

If there is any unauthorized use of your Card or Account you agree to cooperate with Bank of America during its investigation, which will include your completion of a Cardholder Statement of Disputed Item. Should you need a replacement card, please call the same telephone number listed in this Section 14 for lost or stolen Cards.

17.LIMITATION OF DAMAGES. In no event shall Bank of America be liable to you for any consequential, special, indirect or punitive damages of any nature.

18.COLLECTION/TELEPHONE MONITORING. You agree that if you do not pay your Account, Bank of America or its collection agent may call you regarding the collection of your Account. You understand that the calls could be automatically dialed and a recorded message may be played. You agree such calls will not be "unsolicited" calls for purposes of local, state or federal law. You agree that we may monitor telephone calls between you and us to ensure the quality of the customer service we provide.

19.CHANGES TO NAME, ADDRESS OR EMPLOYMENT. You understand that Bank of America will send Account Statements, replacement or renewal Cards, or other notices at the address shown in its records. You will promptly notify Bank of America of any change in your name, address or employment.

20.NONTRANSFERABLE. Each Card is nontransferable.

21.SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

22.SUCCESSORS AND ASSIGNS. You agree that Bank of America may at any time assign or transfer to another person your Account, your Account balance, or this Agreement. The persons to whom Bank of America transfers or assigns your Account, your Account balance, or this Agreement will have all of Bank of America's rights under this Agreement. You will not assign or transfer any of your rights or duties under this Agreement, and this Agreement is binding on your successors, heirs and legal representatives and upon anyone to whom you assign your assets or who succeeds to them.

23. GOVERNING LAW: This Agreement and your Account are subject to the GSA Contract and shall be governed by Arizona law and the laws of the United States. This Agreement is entered into in Arizona and all credit will be extended by Bank of America from Arizona.

PRIVACY ACT NOTICE:

In accordance with the Privacy Act (5 U.S.C. 552a), the following notice is provided: The information requested on the card application form is collected pursuant to Executive Order 9397 and chapter 57, title 5, United States Code, for

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the purposes of recording travel expenses incurred by the employee/member and to claim entitlements and allowances prescribed in applicable federal travel regulations. The purpose of the collection of this information is to provide Government agencies necessary information on the GSA travel card contract which provides travelers with charge cards for official travel and related expenses, attendant operational and control support, and management information reports for expense control. Routine uses which may be made of the collected information and other account information in the system of records entitled "Travel Charge Card Program GSA/GOVT-3" are as follows: (1) transfers to appropriate Federal, State, local, or foreign agencies when relevant to civil, criminal, administrative, or regulatory investigations; (2) pursuant to a request of another Federal agency in connection with hiring, retention, issuing a security clearance, reporting an employee investigation, clarifying a job, letter or contract or issuing a license, grant, or other benefit; (3) to a Member of Congress or to a Congressional Staff Member in response to an inquiry of the Congressional Office made at the request of the individual about whom the record is maintained; (4) to officials of labor organizations when necessary to their duties of exclusive representation; (5) to a Federal agency for accumulating reporting data and monitoring the system; (6) GSA contract travel agents assigned to agencies for billing of travel expenses; (7) listing, reports, and records to GSA by the contractor to conduct audits of carrier charges to the Government; and (8) any other use specified by GSA in the system of records entitled "Travel Charge Card Program GSA/GOVT-3," as published in the Federal Register periodically by GSA. The information requested is not mandatory. Failure to provide the information will nullify the application, and a charge card will not be issued to the employee/member.

**Convenient and Easy
Make Your Payments by Phone**

Bank of America enables you to make payments by phone to your Government Charge Card account by contacting the Government Card Services Unit. This service is offered to facilitate the ease of making payments to your charge card account, however utilizing this service is not a GSA SmartPay contract requirement. Each Pay by Phone transaction may be subject to a processing fee. This Agreement applies when utilizing the Payment by Phone Option.

Payment by Phone Authorization

When I use the Payment by Phone option, I hereby authorize Bank of America, N.A. (USA) (the Bank) to initiate electronic payments from my designated account at the financial institution I indicate for the purpose of making any payment on my Government charge card account (Account). I understand I must authorize the timing and amount of each payment transaction by providing authentication information requested by the Bank.

I HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

- 1) **Processing Fee** - Each Payment by Phone transaction may be subject to a fee not to exceed \$10.00. The fee will be added to the amount of the payment.
- 2) **Effective Date of Payment** – Payment will occur on the date I initiate the request, if requested prior to 6:00 PM ET. If the request is initiated after 6 PM ET, the effective date will be the following business day.
- 3) **Dishonored Request for Payment** – If a payment is dishonored for any reason, including insufficient funds, both the Bank, in accordance with my Account agreement, and my financial institution may assess a fee. If a payment is dishonored by my financial institution for “insufficient funds”, the Bank will attempt to initiate the electronic payment one more time before deeming the payment unpaid. I understand that if a payment is dishonored, my Account will be considered due for that payment, and other payment arrangements will need to be made.
- 4) **In Case of Error** – If my Account statement indicates an incorrect payment or amount or I need more information about a payment transaction, I will write or call the Bank at the number or address provided on my statement of Account for billing errors. The Bank must hear from me no later than 60 days after I have received the first statement on which the payment appeared. For more information, I can read the back of my Account statement.
- 5) **Revocation of a Payment**- After I initiate a Payment by Phone transaction, I have until 4:00 PM ET the day of the scheduled payment to cancel or revoke that payment.
- 6) **Governing Law** - This Authorization shall be governed by and interpreted in accordance with the laws of the State of Arizona.
- 7) **Authentication Information** - I acknowledge the Bank may require additional information from me for authorization and authentication of a Payment by Phone transaction. Any information I provide for authorization and authentication will be kept confidential by the Bank.
- 8) **Authorization and Security Procedure** – A Payment by Phone transaction will not occur unless I initiate the payment through the Bank’s automated response unit or speak with the Bank’s customer service representative. I agree that the security procedures followed by the Bank to authenticate my consent to a Payment by Phone transaction, although not in writing, are reasonable and I agree to be bound by them as if I had signed this Authorization in writing. I understand that this Authorization is a separate agreement from, and does not change, the agreement governing my Account.
- 9) **Modification of this Authorization** – The Bank may modify this Authorization by changing, adding or deleting any term, condition, service or feature (“New Term”) at any time. The Bank will provide me with notice of the modification to the extent required by law. I agree to the “New Term” by conducting a Payment by Phone transaction after the Bank provides me notice of the modification.

PLEASE RETAIN FOR YOUR RECORDS

**PLEASE RETURN COMPLETED
APPLICATION PACKAGE (pages 1 and 9 only)**

TO:

**ENERGY FINANCE AND ACCOUNTING
SERVICE CENTER**

**ACCOUNTING OPERATIONS DIVISION
FINANCIAL SERVICES BRANCH**

TRAVEL TEAM

ROOM C-277

OR FAX TO:

(301) 903-0326

IF YOU HAVE ANY QUESTIONS,

PLEASE CALL

(301) 903-4340

U.S. Department of Energy
Energy Finance and Accounting Service Center
Accounting Operations Division/Financial Services Branch/Travel Team

EMPLOYEE ACKNOWLEDGMENT

I certify that I will abide by such policies, procedures and other instructions that may be issued by the Department of Energy and Bank of America pertaining to the use of the card issued to me for the purposes of conducting official government travel.

Employee Signature

Ten-Digit Organization Code

Name of Organization that Corresponds to Org. Code

Anticipated Travel Date

Supervisor's Printed Name

Supervisor's Signature

Date

Please return this acknowledgment form and the completed Bank of America VISA Card application to the Agency Organization Program Coordinator at the following fax or mail stop:

Travel Team/ME-142.1

Room C-277 GTN

FAX 301-903-0326

Questions may be directed to 301-903-4340.