



State of West Virginia
Agency Master Agreement

Order Date: 2016-10-03

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: AMA 1300 1300 STO12E02	Procurement Folder: 36247
Document Name: Merchant Card Services	Reason for Modification:
Document Description: Merchant Card Services - Required use per WV Code 12-3A-3	Change Order 6 - Effective 10/1/2016
Procurement Type: Agency Master Agreement	
Buyer Name: Alberta Kincaid	
Telephone: (304) 341-0723	
Email: alberta.kincaid@wvsto.com	
Shipping Method: Vendor	Effective Start Date: 2014-12-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2017-11-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000213792 BB & T 300 SUMMERS ST CHARLESTON WV 25301-1624 US Vendor Contact Phone: (304) 348-7078 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US

Total Order Amount	Open End
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DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Bryan Archer

DATE: 2016-10-03

ELECTRONIC SIGNATURE ON FILE

Extended Description:

Contract Amendment 5 (CO# 6)- Effective 10/1/2016
Updating PCI Standard Service & Compliance; Adding Equipment; Updating Fee Schedule; and update Contact Information

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84121500			EA	\$0.000000
Service From		Service To			

Commodity Line Description: Banking institutions

Extended Description:

FEES for POS Expenses related to Merchant/Credit Card Services. See CL 6 for use of 'Service' item type, as applicable

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43211720			EA	\$0.000000
Service From		Service To			

Commodity Line Description: Point of sale payment terminal

Extended Description:

Various types of POS terminals - rental or purchase. Price varies. Review Fee Schedule

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43212112			EA	\$0.000000
Service From		Service To			

Commodity Line Description: Point of sale POS receipt printers

Extended Description:

Various types of printers - price varies. Review Fee Schedule

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	14111608			EA	\$0.000000
Service From		Service To			

Commodity Line Description: Gift certificate

Extended Description:

Agencies use of Gift Card Program. Review Fee Schedule

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43211505			EA	\$0.000000
Service From		Service To			

Commodity Line Description: Point of sale POS terminal

Extended Description:

PIN Pads/ Card Readers/ Check Readers. Review Fee Schedule

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	84121500				\$0.000000
Service From		Service To			
2016-07-01		2017-11-30			

Commodity Line Description: Banking institutions

Extended Description:

FEES for Merchant/Credit Card Services
(CL 6 created for doing advance ADOs as a Service type)

FIFTH AMENDMENT

to

AGREEMENT

between

WEST VIRGINIA STATE TREASURER'S OFFICE ("STO")

and

BRANCH BANKING & TRUST CO. ("BB&T")

This **FIFTH AMENDMENT** ("Fifth Amendment") is made effective October 1, 2016, and amends the Agreement dated December 1, 2011, known as Purchase Order STO12E02, by and between the WEST VIRGINIA STATE TREASURER'S OFFICE (STO) and BRANCH BANKING & TRUST CO. (BB&T).

WHEREAS, the STO and BB&T entered into the Agreement for merchant card services; and

WHEREAS, the Agreement reserves the right of the STO to amend the Services under the Agreement as mutually agreed between the parties;

WHEREAS, the parties desire to amend the Agreement by updating the Payment Card Industry (PCI) standard service compliance and compensation associated with the "PCI Compliance Fee" line item in Exhibit B;

WHEREAS, the parties additionally desire to amend the Agreement by adding additional equipment and adding their corresponding costs to the Equipment listing also located in Exhibit B;

WHEREAS, the parties also desire to amend Exhibit B with other pricing changes to reflect the nature of services and equipment provided under the Agreement; and

WHEREAS, the parties further desire to update the contact information for the dedicated representative required by STO12E02.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH:

The parties covenant and agree as follows:

1. **PCI Compliance:** The parties agree to amend the service as it relates to PCI compliance. BB&T agrees to continue to meet and support the PCI programming currently provided pursuant to Section 1-5(e) of the original agreement.

Additionally, BB&T agrees to provide the STO, via Trustwave, the ability to monitor the compliance of individual state agencies with PCI standards for the type of processing used by the individual agency. BB&T will also provide the STO and each agency the necessary tools to self-certify PCI compliance. BB&T agrees to provide the services billed to individual agencies and to the fee associated with STO's usage of Trustwave for the amounts stated in Exhibit B.

The added service is necessary because compliance with PCI standards has evolved significantly both in scope and necessary requirements.

2. **Equipment:** The parties agree to add the following to the updated Equipment listing in Exhibit B to this Agreement: the Ingenico isc250 merchant machine (SHIFT4 compatible), two (2) FreedomPay P2PE solutions, a base and battery for the iWL252, and stationary stands for the Verifone Vx520 and Vx805. This equipment is being added to satisfy the processing needs of state agencies and their individual processing requirements. The cost of this equipment is listed in Exhibit B attached to this agreement.
3. **Compensation:** Exhibit B has been updated to include the additional service in Paragraph 1 and the added equipment in Paragraph 2 as well as pricing updates to reflect the nature of services and equipment provided under the Agreement. Therefore, Exhibit B of the Agreement is hereby deleted and the attached Exhibit B is substituted therefor.
4. **Contact Information:** The dedicated representative contact information is listed below, which names supersede those stated in the Agreement and any change order to Purchase Order STO12E02:
Courtney Pack
300 Summers Street
Charleston, WV 25301
Phone 304.353.1576
Fax 304.348.1185
CPack@BBandT.com
5. **Remaining Terms and Conditions:** This Fifth Amendment constitutes the entire understanding and agreement of the parties with respect to the subject matter and supersedes all prior agreements, written or oral, between the parties with respect thereto. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

6. **Execution in Duplicate:** This Fifth Amendment may be executed in duplicate, each of which shall be considered an original.

WITNESSETH THE FOLLOWING SIGNATURES:

WEST VIRGINIA STATE TREASURER'S OFFICE:

Shelly Muncy
Approval Signature

DT
Title

9/30/16
Date

BRANCH BANKING & TRUST CO.

Michael Holtzman
Approval Signature

SVP
Title

09/30/2016
Date

This document was drafted by:
M. Lindsay Marchio, Esq. – WV Bar #12859
West Virginia State Treasurer's Office
322 70th Street SE
Charleston, WV 25304
(304) 340-5023

**Exhibit B
Fee Schedule
STO12E02**

Section 1 Services for Operating Accounts (DDA)		Unit Rate
	DDA Account Maintenance	\$100.00
	Per Transaction or Item Fees	
	ACH Credit	\$0.10
	ACH Debit	\$0.10
	ACH Account Block Filter Service	\$25.00
	Wire Transfers	\$7.50
	Check Paid and Other Debits	\$0.09
	Credits Advices	\$0.25
	Deposit Account Usage Fee	\$0.0001333
	Account Transfers - Credits & Debits	\$1.00
	Deposit Correction	\$0.00
	Earnings Credit Rate (Based on Net Ledger Balance 31 day Month)	.70 basis points
	Electronic Banking Statements	\$0.00
Section 2: Services for Credit Cards		Unit Rate
*	Merchant Discount Rates (3.3.5) Effective January 1, 2015	
**	VISA	1.83%
**	MasterCard (MC settles w/ VISA)	1.83%
**	Discover (will have same rate and will settle w/ VISA when MAP conversion is complete and Discover contract is terminated)	1.83%
***	Small Ticket Purchase Fee	1.83% + \$0.20
	Card Brand Pass Thru Fees	\$0.02
	PIN Entered EBT (PIN Required) Transaction Fee	\$0.45
	Cardholder Disputes (1-10.F)	\$0.00
	Other Transaction Fees	\$0.00
	Training & Support (1-6.L)	\$0.00
	PCI Compliance Fee	\$0.00
	PCI Compliance Fee (Hardware/Programming)	\$0.00
	PCI SAQ Monthly Fee	\$3.00/per month per MID
	PCI SAQ with Quarterly Network Scan (monthly scanning fee)	\$7.00/per month per MID
****	PCI Non Compliance Monthly Fee Effective April 1, 2017	\$14.95/per month per non-compliant MID
	Research	\$0.00
	Web-based Access to Reports (1-12.C.2)	\$0.00
	Terminal Replacement Fees	\$150.00 (Includes EMV Terminals)
	Terminal Upgrades	Upgrade pricing is based on the equipment pricing list
	Terminal Supplies to STO and/or Agencies	\$0.00
	Check Program (paper, no conversion) (1-8 a)	
	> Guarantee Rate	1.30%
	> Transaction Fee	\$0.20
	> Monthly Minimum Fee	\$35.00
	> Voice Authorization Fee	\$3.00
	> Annual Fee	\$50.00
	Check Conversion Program (1-8 a)	
	> Administrative Set-Up	\$25.00
	> Monthly Minimum Charge	\$15.00
	> Guarantee Rate	1.15%
	> Transaction Fee	\$0.25
	> Check Image Retrieval	\$2.50
	> Chargebacks	\$4.00
	Purchasing/Corporate Card Payments - Effective February 1, 2015	
	Level 1 Processing Fee where Level 2 or 3 is Available	2.95%
	Level 1 ticket items will be charged 2.95% as opposed to 1.83%, the standard rate, when Level 2 data is not entered. Those agencies accepting Pcards for internal and external transactions will be subject to the higher pricing unless all Level 2 data as well as AVS are entered into the merchant system at the time the transaction is processed.	

**Exhibit B
Fee Schedule
STO12E02**

Equipment (3.5, 4.2.2)	Purchased New	Purchased Refurbished	Monthly Rental
Terminals			
Ingenico iCT220	\$350.00	\$300.00	
Ingenico iCT220 contactless	\$350.00	\$300.00	
Ingenico iCT250	\$350.00	\$300.00	
Ingenico iWL 255 (3G Wireless Terminal - See Wireless Section for additional pricing)	\$700.00	\$500.00	
Ingenico iWL 252 (BlueTooth Wireless Terminal)(non-P2PE programmed device/additional machine/programming fees for use with some applications)	\$650.00		
iWL252 Base	\$200.00		
iWL252 Battery (additional or replacement)	\$45.00		
Ingenico ISC-250 (shift 4 compatible)	\$650.00		
Verifone Vx520	\$350.00	\$300.00	
Verifone Vx520 Stationary Stand	\$99.00		

Terminals with comparable features and functionalities will be offered at the price stated above.

The price of all other terminals will be defined in future amendments.

Obsolete Terminal Models. We will continue supporting existing obsolete purchased equipment until programming/support is no longer available, the machine fails to operate properly or the machine does not meet business need.			
Tranz 330- Tranz 380 - Tranz Swivel Stand			
Omni 3750 - Omni 3740 - Omni 3200SE			
Hypercom T7P - T7PT - T7Plus			
POS Partner PC Software			
Hypercom S-9 PIN pad			
Verifone Vx510			
Verifone Vx570			
Verifone Vx570 Dual Comm			
Hypercom 4205			
Hypercom 4420 Dual Comm			
Omni 3750 not available for distribution after September 2013.			
PIN pads			
Omni P1000SE PIN pad	\$125.00	N/A	N/A
Ingenico iPP310 (EMV Capable)	\$250.00	N/A	N/A
Ingenico iPP320	\$350.00	N/A	N/A
Vx805	\$250.00	N/A	N/A
Vx805 Stationary Stand	\$99.00		
Printers			
Verifone P-900	\$225.00	N/A	N/A
Epson Receipt Printer (T-20)	\$250.00	N/A	
Card Readers			
Magtek Reader	\$90.00	N/A	N/A
ID Tech (PAYware PC only)	\$100.00	N/A	N/A
Check Readers			
RDM Check Reader 6014f (Ttech)	\$375.00	N/A	N/A
Magtek Mini MICR	\$240.00	N/A	N/A
Check Manager	\$300.00	N/A	N/A
Other			

Imprinters	\$0.00	N/A	N/A
Sales Slips/Return Slips	\$0.00	N/A	N/A
Printer Paper and Ribbon	\$0.00	N/A	N/A

New purchased equipment is warranted for a period of six months, or replaced at no cost.

Refurbished equipment is warranted for a period of three months, or replaced at no cost.

Damages from acts of God or through user abuse is not covered under warranty.

	Gift Card Program	
	Gift Card (Custom Program)	
	>Monthly Fee per location	\$10.00
	>Per Transaction Fee	\$0.21
	>Prepress Fee (per card type)	\$100.00
	>Graphic Design (per card type)	\$75.00
	>Additional Card Production	\$0.66/ card
	>Additional Locations (set-up)	\$75.00
	Additional Terminals (set-up)	\$10.00
	Other Applications	
	Authorize.Net	
	> License Fee	\$70.00
	> Monthly Gateway Fee	\$14.95
	> Transaction Fee	\$0.06
	ACH Fees	
	Monthly Fee	\$10.00
	Returned Item Fee	\$3.00
	Chargeback Fee	\$25.00
	Per Transaction Fee	\$0.50
	Per Batch Fee	\$0.30
	Global Virtual Terminal	
	> License Fee (one-time per acct)	\$75.00
	> Monthly Gateway Fee	\$9.95
	> Transaction Fee	\$0.00
	MultiPass	
	> License Fee	\$0.00
	> Monthly Gateway Fee	\$0.00
	> Transaction Fee	\$0.00
	Payware	
	> License Fee (one-time, per acct) includes one card sleeve	\$99.00
	> Monthly Gateway Fee (per mobile device)	\$15.00
	>Additional Card Sleeve	\$50.00
	Systems East	
	> License Fee (one-time, per account)	\$75.00
	> Monthly Gateway Fee	\$9.95
	> Transaction Fee	\$0.06
	Trust Commerce	
	> License Fee (one-time per acct)	\$99.00
	> Monthly Gateway Fee (see #6)	\$15.00
	> Transaction Fee	\$0.09
	>Citadel Monthly Fee	\$11.00
	>Citadel Per Transaction Fee	\$0.08
	FreedomPay (P2PE Solution)	
	> Setup Fee (one time, per account)	\$200.00
	> Transaction Fee/Secure Switching Fee	\$0.08
	> Ingenico IWL252	\$880.00
	> Ingenico IWL252 Base	\$200.00
	> Ingenico iWL 252 Battery (additional or replacement)	\$45.00
	> Ingenico iPP350 (micros)	\$500.00
	> Ingenico iPP350 Stand	\$99.00
	Ingenico Wireless iWL 255	
		New \$700.00
	> Ingenico IWL 255 Terminal	Refurbished \$500.00
	> Wireless Setup Fee (one time, per terminal)	\$35.00
	> Monthly Wireless Fee (per terminal)	\$20.00
	> Transaction Fee	\$0.05
	A separate merchant account is required for locations using more than one application with the iWL255.	
	Other Items	
*****	Other Card Types - American Express	0.30%
	24-hr Batch Close Fee	\$0.00
	Merchant "Daily Letter"	\$0.00

* The Merchant Discount Rate of 1.83% shall take effect January 1, 2015. The Merchant Discount Rate effective December 1, 2014, through December 31, 2014 shall be 1.75%.

**Visa, MasterCard, and Discover rates are based on the current interchange rate structure including all pending adjustments to signature and PIN debit transaction related to the recent Dodd-Frank Financial Reform Bill (including the Durbin Debit Interchange Amendment) that take effect on October 1, 2011. Should interchange costs change based on Federal Government and/or Federal Reserve rules and regulations, BB&T may propose pricing adjustment for the STO's approval.

***Effective January 1, 2015, Small Ticket Pricing for MIDs averaging or having the majority of the transactions less than or equal to \$15.00 per transaction will be assessed a \$0.20 transaction fee. Service fee accounts will not be subject to the surcharge. Rates and other fees will apply per schedule above. The \$.20 per transaction fee will be assessed to all transaction accounts with sales related to Parking and Food Service MID's with average transactions equal to or less than \$15 each.

****Effective April 1, 2017, any non-compliant MID is assessed \$14.95 per month per non-compliant MID. This is an additional charge to the monthly PCI SAQ fees on each MID, either \$3.00 or \$7.00 depending on the processing utilized.

*****BB&T proposes to assume and manage the State Agency Discover MIDs in order to settle the funds within 24 hours and with the V/MC settlement dollars. Until such time we are able to do the same with American Express settlements, we will continue to assess the 0.300 basis point processing fee for American Express transactions.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: BB&T (Branch Banking & Trust Co.)Authorized Signature: *Michael H. [Signature]* SUP Date: 10/3/2016State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 3 day of October, 2016.My Commission expires Feb. 6, 2020.**AFFIX SEAL HERE****NOTARY PUBLIC***Courtney Pack**Purchasing Affidavit (Revised 08/01/2015)*