



State of West Virginia Agency Master Agreement

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

Order Date: 2021-09-07

Order Number: AMA 1300 1300 STO2000000010 6	Procurement Folder: 658117
Document Name: Merchant Processing Services	Reason for Modification: Change Order No. 5 - To incorporate the attached statement of work.
Document Description: Merchant Processing Services	
Procurement Type: Agency Master Agreement	
Buyer Name: Shelly Murray	
Telephone: (304) 341-7089	
Email: shelly.murray@wvsto.com	
Shipping Method: Vendor	Effective Start Date: 2020-06-16
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2023-06-15

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000025543 HUNTINGTON MERCHANT SERVICES LLC ATTN AJ MORGAN CORAL SPRINGS FL 33065 US Vendor Contact Phone: 503-330-6025 Extension: Discount Details: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 5%;"></th> <th style="width: 15%;">Discount Allowed</th> <th style="width: 15%;">Discount Percentage</th> <th style="width: 15%;">Discount Days</th> </tr> </thead> <tbody> <tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr> <tr><td>#2</td><td>No</td><td></td><td></td></tr> <tr><td>#3</td><td>No</td><td></td><td></td></tr> <tr><td>#4</td><td>No</td><td></td><td></td></tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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
----------------------------	----------

DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY : Shelly Murray
DATE: 2021-09-07
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 5 is issued to incorporate the attached statement of work to add credit card data tokenization and secured payment processing w/customer environment via the SnapPay Solution Suite.

No Other Changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84121500			EA	\$0.00
	Service From	Service To			

Commodity Line Description: Banking institutions

Extended Description:

Each invoice is to be supported by itemized fees that match the current fee schedule sheet.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43211720			EA	\$0.00
	Service From	Service To			

Commodity Line Description: Point of sale payment terminal

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43212112			EA	\$0.00
	Service From	Service To			

Commodity Line Description: Point of sale POS receipt printers

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	14111608			EA	\$0.00
	Service From	Service To			

Commodity Line Description: Gift certificate

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43211505			EA	\$0.00
	Service From	Service To			

Commodity Line Description: Point of sale POS terminal

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	84121500				\$0.00
	Service From	Service To			
	2020-06-16	2023-06-15			

Commodity Line Description: Banking institutions

Extended Description:

Invoices must be itemized/supported that matches the current fee schedule.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	84121500				\$0.00
	Service From	Service To			
	2021-08-25	2023-06-15			

Commodity Line Description: Project Management & Training add via CO 5

Extended Description:

Change Order 5

Project Management & Training - 16 hours

Invoices must be itemized/supported that matches the current fee schedule.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	84121500				\$0.00
	Service From	Service To			
	2021-08-25	2023-06-15			

Commodity Line Description: Gateway Config and Environment Creation add via CO 5

Extended Description:

Change Order 5

Gateway Config and Environment Creation - 12 Hours

Invoices must be itemized/supported that matches the current fee schedule.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	84121500				\$0.00
	Service From	Service To			
	2021-08-25	2023-06-15			

Commodity Line Description: SnapPay API Implementation add via CO 5

Extended Description:

Change Order 5

SnapPay API Implementation - 32 Hours

Invoices must be itemized/supported that matches the current fee schedule.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	84121500				\$0.00
	Service From	Service To			
	2021-08-25	2023-06-15			

Commodity Line Description: Device Integration add via CO 5

Extended Description:

Change Order 5

Devise Integration - 24 hours

Invoices must be itemized/supported that matches the current fee schedule.

	Document Phase	Document Description	Page
STO200000010	Final	Merchant Processing Services	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

West Virginia (SnapPay API Web Services Payments and Tokenization integration)

Project Objective

This statement of work (“**SOW**”), dated August 25, 2021 is being issued between West Virginia (“**West Virginia**”) also known as “**Customer**” and **First Data Merchant Services LLC (“First Data”)**. The purpose of the project (“**Project**”), subject to this SOW, is to provide Customer credit card data tokenization and secured payment processing within Customer’s environment via the SnapPay Solution Suite.

Customer will integrate their LGOV web platform (to include credit card data tokenization and secure transaction processing) via the SnapPay hosted solution. The solution will include hosted iframe instances and BOLT devices to support a new web implementation, with the option for Managed Service Fees (MSF). Customer is launching a new LGOV hosted payment page system which be made available multiple independent local government agencies. Each agency will go through a separate SnapPay account creation and MID boarding process when the seek to go live. The project is expected to begin within 30 days after execution of the Statement of Work.

About Customer:

Client Name	West Virginia
Client Industry	Manufacturer
Client Project Sponsor Name & Title	Alex Chapman
Client Locations / Time zones	West Virginia / EST
Client Project POC	Rex Crouser, Chief Information Officer 304.340.2706 rex.crouser@wvsto.com
Project Timeline	Q3-Q4 2021
Client Dependent Projects	N/A

Background

This section provides information about the present Customer environment.

	Current State	Change from Current State
Website	N/A	SnapPay API hosted iframe tokenizer and API authorization/settlement
Card Entry Devices	N/A	Support for BOLT P2PE Validated devices (2 Devices – Ingenico iPP320, for development)
Merchant Accounts (MIDs)	N/A	1 new First Data MID (USD)
Level 2/3	N/A	Yes
Tokens	N/A	CardConnect Tokens
Managed Service Fees (MSF)	N/A	Supported for Agencies who want it
Transaction Monitoring / Reporting	N/A	CardPointe VT, SnapPay and Clientline will be used to view and report on transactions

Project Deliverables

In Scope

The scope of the Project includes the following First Data services:

General Solution and Security

- All products and solution functionality within the “***Solution Functionality in Scope***” Section in this SOW.
- Solution will be hosted by the SnapPay data facilities and will support Customer’s transaction growth volume.
- Standard SnapPay, CardPointe, and/or Clientline reporting functionality for Customer transactions.
- Establish all necessary connectivity and security between Customer website environment and the contracted hosted SnapPay solution.
- Establish all necessary connectivity and security between Customer back office processing environment and the contracted hosted SnapPay solution.

Tokenization Services and P2PE

- Tokenization Integration: Customer will utilize the SnapPay hosted iframe tokenizer for credit card tokenization.
- Customer will use SnapPay API for transaction processing.
- Customer will use P2PE Validated BOLT devices for MOTO and card present transactions.

Installation and Data Conversion

- SnapPay Technical documentation and support for configuration of the contracted solution using SnapPay’s solution, IP addresses and security protocols.
- Customer will use existing SnapPay UAT and Prod environments.
- Customer will use existing production MIDs to enable credit card data tokenization and payment processing for Customer.
- Connectivity from Customer’s systems (test/QA/prod) to the SnapPay Environment.
- SnapPay technical support during project integration within Customer’s Test, Development, QA (smoke test) and Production environments.
- Tokenization of Customer’s existing card data.

Merchant Accounts

- One (1) new First Data MID for transaction processing.
- Provide authorization/settlement transaction processing for VISA, MC, DISC, AMEX transactions – USD currency.

Reporting

- Customer will make use of SnapPay, CardPointe, and/or Clientline for standard transaction reporting.

Training and Support

- SnapPay Training via (1) “Train the trainer” live training session and provided recording.
- First Data will provide technical support for **Test** environment during regular business hours (9AM-5PM Mon-Fri Eastern Time).

Out of Scope

The following are considered out of scope for this Project:

General Solution and Security

- Feature enhancements or development beyond the available standard solution functionality and/or what is explicitly contracted within this SOW (See: “**Solution Functionality in Scope**” section).
- First Data modifications or configurations to any area/application within the existing Customer environment (system functionality, network/firewall, business processes) not explicitly identified as a First Data deliverable within this Statement of Work.
- Security of data fields not contracted for and not identified in this SOW (e.g., PII data).
- Security of data not originating from within the SnapPay solution (e.g. orders entered via a third party non-PCI compliant application). Customer is accountable to follow recommended PCI data security guidelines for protecting clear-text credit card data entering their environment.

Tokenization

- First Data performing tokenization integration within Customer applications. Customer to perform any and all work required for tokenization within any application.

Installation and Data Migration

- First Data accountability to provide functional or technical training related to standard process flows within Customer’s environment.
- First Data accountability to debug standard process flows and functionality.
- First Data accountability to clean up existing legacy code within Customer applications and/or payment processing environment.
- First Data technical support outside the project specific to this SOW or any support requests not associated with the contracted hosted environment. A separate Statement of Work or Change Request form will be required for additional work not included in this SOW.
- SnapPay utilities for historical credit card/token data conversion.
- First Data accountability to convert Customer credit card data to clear text card data, converting clear text card data to CardConnect tokens, and updating customer tables with converted CardConnect tokens.

Merchant Accounts

- Payment processing via payment platforms other than those listed in this SOW.

Reporting and Reconciliation

- Any reporting requests or modifications that are not part of the standard offer or explicitly outlined in this SOW.
- Transaction Funding Data. No funding/deposit data will be available within the SnapPay solution for Merchant IDs that were not acquired by CardConnect, unless they are included as part of First Data’s DFM product which requires a subscription to that service.
- Interchange qualification reports or utilities. Customer will continue using the available First Data transaction reporting tools.

Training and Support

- Training beyond the (1) SnapPay “Train the trainer” live training session and provided

recording.

- First Data project resources assigned “Explicitly” 100% of the time to support “Only” this project. First Data will ensure Customer receives the needed First Data resource time to complete the project as per the contracted project timeline. First Data will designate the staff to work on this project for the entire project integration duration.
- First Data will provide technical support for Test environment support requests during regular business hours (9AM-5PM Mon-Fri Eastern Time).

Project Terms

First Data requires a minimum of **30 business days** (starting on the project kick-off date) to complete this project.

First Data will extend the project completion timeline as reasonably necessary due to:

- Customer requested changes to the originally agreed project scope or project timeline.
- Additional project integration time required by Customer third party project consultants.
- Change requests with required software development to extend standard SnapPay solution functionality.
- Delays outside of First Data’s control (e.g., merchant account application delays, out-of-stock hardware, hardware delivery delays, Customer system preparation/patching/errors, Acts of God – temporary lack of people or material resources due to unexpected disasters)
- Unavailability of Customer assigned project staff.
- Project tasks not completed per the First Data proposed project plan outline.

First Data will extend the project completion timeline at no charge to Customer due to:

- First Data requiring additional project integration time provided the project scope has not changed.
- Unavailability of First Data assigned project staff to complete project critical path tasks as outlined in the project timeline.
- Project tasks not completed by First Data per the proposed project plan scheduled dates.

Project requirements not defined in this SOW are out of scope.

- Additional requests will add cost to the project and extend the timeline.
- While First Data will work with the customer to bring the project to its conclusion in the estimated timeline listed, additional requests can jeopardize on-time completion.

Customer Responsibilities

Project Resources and Technical Skills

- Minimum Staff Technical Skills required: Developer (required for web API integration), Functional/Testing user (with expertise in internal business process flow), Network Engineer (firewall changes may be required).
- Assign a primary point of contact to keep track of internal resource time, assignments, and overall internal client implementation and change management.
- Proactively communicate internal project risks or delays to all project stake holders.

Installation and Data Conversion

- Complete all required network, connectivity, and firewall configurations to enable secure IP connectivity to the new SnapPay hosted solution.
- Fully assess all SnapPay solution functionality and user interface before agreeing to the proposed SnapPay solution.
- Customer will purchase P2PE devices.
- Customer will be responsible to convert any tokenized or encrypted card data to clear text. Customer is also responsible for securing such card data within their system.
- Manage all Customer application configurations/modifications/testing required for this integration.
- Define business specific test cases and drive the completion of user acceptance testing (“UAT”). First Data will validate expected transaction response and transaction data format submitted by Customer.
- Make software modifications to internal system code, reports and functionality not explicitly described, assigned and contracted with First Data.
- Apply software updates to internal Customer system/s needed to use the contracted solution.
- Troubleshoot inter-system connectivity and configurations of software/hardware components within the internal Customer environment.
- Deploy any Thin/Thick client software updates required for this project.
- Clean up existing legacy code no longer needed after completion of this project.
- Create/apply any required branding guidelines, icons, images to internal systems.
- Commit technical resources and time within regular business hours to complete a “Smoke-Test” in the Production environment prior to the project Go-Live. The “Smoke-Test” ensures the integrated SnapPay payment solution works as expected prior to Go Live. Once the test completes, Customer must sign off the client acceptance form to acknowledge all deliverables provided. This test can include: sales order generation, transaction authorization/settlement end to end. Note: The Smoke-Test generally involves 1) Customer verifying connectivity from their production environment to the SnapPay Environment and 2) Customer verifying the production environment is configured the same as the Customer’s QA environment. Prior to the Smoke-Test, Customer will be accountable to have completed full transaction test scenarios via their QA or Staging environment.
- Customer will coordinate with First Data on a mutually agreed schedule to execute the project Go-Live during regular First Data Business hours (Monday through Friday 9AM-5PM ET). Project go-live window scheduled outside standard regular business hours will be subject to additional fees.

Tokenization Services

- Integrate SnapPay hosted iframe tokenizer and relevant API processing to process credit card within Customer website.
- Integrate SnapPay BOLT API processing to process credit card with tokenization through BOLT devices.

Merchant Accounts

- As requested by First Data, Customer will provide clear details (information, process diagrams, etc.) about the existing payment processing environment.
- Customer will provide First Data with varsheet data for MIDs, as requested by First Data.
- Complete all required network, systems configurations, and firewall configurations to enable

secure IP connectivity to the new SnapPay hosted solution. First Data will not require direct access to the Customer environment.

Training and Support

- Manage internal user adoption strategy definition, training and implementation scope for the contracted solution.
- Develop and provide any required internal branded training materials. First Data will provide its standard materials.

First Data Responsibilities

Project Resources and Technical Skills

- Assign a First Data Project Manager as the primary point of contact for this project. The assigned PM will keep track of First Data resource time/schedules.
- First Data Project Manager will serve as the primary point of contact for 10 days post the go-live date.
- Proactively communicate project risks to all project stake holders and propose alternative resolutions. Changes to the project scope will require a Change Request form to be agreed to by Customer and First Data.
- Assign First Data technical resources needed to assist during the project integration.
- Provide Customer with periodic reports on resource time/schedule utilization.
- Alert Customer about exceeded or close to exceeding initial forecasted project timeline.
- Provide Customer with documented resource time data when exceeding planned project allocated time.

Installation and Data Conversion

- Supply Customer with the required SnapPay API guides and technical integration/connectivity support throughout the project. All coding will be performed by Customer.
- Set initial configuration of Customer's instance of the SnapPay solution (test/production Customer processing sites).
- SnapPay will modify and test existing SnapPay code to provide code fixes to bugs (during project integration) identified by Customer and approved by SnapPay.

Tokenization

- Support Customer tokenization integration with the SnapPay solution.

Merchant Accounts

- One (1) new First Data MID for transaction processing.
- No other new MIDs are expected for this project.

Training and Support

- First Data will coordinate one (1) SnapPay live "Train the trainer" session for Customer. The session can be recorded and provided to Customer for their internal training.

Solution Functionality in Scope

This section lists products and services to be provided to Customer.

Scope	Details
Tokenization	SnapPay hosted iframe tokenizer and SnapPay BOLT API for web platform system.
Authorization/Settlement	Customer will integrate using the SnapPay API authorization and capture. Payment card Charge API from website with automatic settlement.
Merchant Services & Gateway Payment Processing	
Acquirer	First Data
# of Merchant IDs	1
Processor	First Data
Gateway	CardConnect
Card Type	Visa, MC, Disc, Amex
Currency	USD
Funding Data	No
Default L2/L3	Yes, customer will define default values
ACH	No
Reporting	Customer will use standard SnapPay, CardPointe, and/or Clientline for transaction reporting.
Managed Service Fees (MSF)	Yes, provided as an option for agencies who wish to use it.
Token Conversion	No, existing system does not store tokens.
P2PE Devices	Yes, 2 Ingenico ipp 320 devices for development
Development	N/A
Dependent or Impacted Projects	N/A

Project Assumptions

First Data Project Support

- There is no expectation of travel on this project. If requested in writing by Customer, First Data may accommodate agreed upon travel requirements. Customer will pay any associated service fees plus all reasonable and necessary travel and related expenses incurred by First Data. Such fees and expenses shall be paid within (30) days of date of invoice. Customer will submit invoices for such fees and expenses monthly. First Data charges a fee of \$200/hr for professional services.
- All work will be done during business hours 9-5PM ET – an eight-hour work day. Scheduling production rollout outside window (Monday through Friday 9AM-5PM ET) requires prior coordination and may incur additional charges.
- All communication and documentation will be provided in English.

Requirements and Deliverables

- First Data does not need direct access to Customer environment. Customer will be accountable to make all necessary changes to integrate the SnapPay solution within their environment. First Data will provide technical support remotely.
- Customer is accountable to provide First Data with clearly defined project requirements and deliverables. Any project scope modifications beyond the executed SOW will require a Change Request form to be completed.
- Standard SnapPay solution functionality to be provided unless functionality changes are explicitly described, agreed to and contracted for within this SOW.

First Data Responsibilities

- **Data Security:** First Data will proactively exercise data security protocols and procedures for the protection of Customer data residing within the First Data environment (as governed by the First Data Data Protection Policies and the Customer executed Hosted Services Agreement). Customer data will only be accessed by Customer and First Data resources. No third-party (Consultant or vendor residing domestically within USA or overseas) will have access to the Customer data unless agreed upon by Customer and First Data in writing.

Project Financials (Refer to Schedule A)

Pricing associated with this Statement of Work is included in the Schedule A of the Hosted Services Agreement.

Terms

- This Statement of Work (SOW) is part of the Hosted Services Agreement and subject to those specified terms.
Initial _____
- Any work required beyond the scope of this SOW (including any change request) will be charged as "Time & Materials" (T&M). First Data charges a fee of \$200/hr. for professional services.
Initial _____
- Project delays as well as any changes in scope or assumptions may have an impact on the project cost and timelines. All change requests need to be agreed upon by Customer and First Data in writing. Verbal discussions are not sufficient to act as change requests.
Initial _____
- ~~All invoices generated will be US dollars and are subject to state or federal taxes.~~
Initial _____
- All project requirements are captured in this document. The listed requirements supersede any other discussions.
Initial _____

Description	Hours
Project Management & Training	16
Gateway Config and Environment Creation	12
SnapPay API Implementation	32
Device Integration	24
Discounted Hours	-10
Estimated Total Hours	74
Estimated Cost	\$12,800

Signatures

IN WITNESS, WHEREOF the Parties have executed this Statement of Work as of the day and year above written.

West Virginia

Signature: Shelly L Murray

Printed Name: Shelly L Murray

Date: 9/2/2021

First Data Merchant Services LLC

Signature: 

Printed Name: David Ades

Date: 8/26/21