

State of West Virginia Agency Master Agreement

Order Date: 2021-02-19

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 STO2000000010 5	Procurement Folder: 658117
Document Name:	Merchant Processing Services	Reason for Modification:
Document Description:	Merchant Processing Services	Change Order No. 4 is issued to incorporate the attached Second Amendment and updated cost sheet.
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
Vend	dor Customer Code:	VC00000255	43		Requestor Name:	Shelly Murray
HUN	TINGTON MERCHANT	SERVICES LLC			Requestor Phone:	(304) 341-7089
3975	NW 120TH AVE				Requestor Email:	shelly.murray@wvsto.com
COR	AL SPRINGS		FL	33065		
US						
Vend	dor Contact Phone:	503-330-6025	Extension	:		
Disc	ount Details:					
	Discount Allowed	Discount Perd	entage	Discount Days		
#1	No	0.0000		0		
#2	No					
#3	No					
#1	No					

INVOIC	Е ТО	S	ВНІР ТО
WEST VIRGINIA STATE TREASURERS (322 70TH ST SE	DFFICE	WEST VIRGINIA STATE TREASURE	ERS OFFICE
CHARLESTON	WV 25304	CHARLESTON	WV 25304
US		us	

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Total Order Amount: Open Er	ıd
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DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY : Shelly Murray

DATE: 2021-02-19

ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 4 is issued to incorporate the attached Second Amendment and updated cost sheet.

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:

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 FORM ID: WV-PRC-AMA-002 2020/05

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	84121500				\$0.00
	Service From	Service To			

Commodity Line Description: Banking institutions

Extended Description:

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

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 FORM ID: WV-PRC-AMA-002 2020/05

	Document Phase	Document Description	Page 4
STO2000000010	Final	Merchant Processing Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SECOND AMENDMENT

to

AGREEMENT

between

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

and

HUNTINGTON MERCHANT SERVICES, LLC ("HUNTINGTON MERCHANT SERVICES")

This **SECOND AMENDMENT** ("Second Amendment") is made effective as of the date of signature of said agreement, and amends the Agreement dated June 16, 2020, known as AMA STO 20*10, by and between the WEST VIRGINIA STATE TREASURER'S OFFICE (STO) and HUNTINGTON MERCHANT SERVICES, LLC ("HUNTINGTON MERCHANT SERVICES").

WHEREAS, the STO and HUNTINGTON MERCHANT SERVICES entered into the Agreement for merchant processing services dated June 16, 2020, for; and

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

WHEREAS, the parties seek to amend the Agreement to include necessary documentation for certain functionality under the Agreement;

WHEREAS, the parties desire to add a "doing business as" (d/b/a) name to the contract in order to more accurately reflect the information required for invoicing; and

WHEREAS, the parties seek to amend the Agreement by updating fees as it relates to certain processing and equipment items, as identified as Attachment C, Cost Proposal Form.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH:

The parties covenant and agree as follows:

- Additional functionality documentation: This Second Amendment adds the following necessary documentation for certain functionality under the Agreement: AmEx OptBlue PSA Schedule
- **2. Addition of "doing business as" name:** Huntington Merchant Services LLC, d/b/a Huntington Merchant Services.
- **3. Attachment C, Cost Proposal Form:** The updated Attachment C, Cost Proposal Form is hereby added with this Amendment reflecting an update to the fees relating to certain processing and equipment items.
- **4. Execution in Duplicate:** The Second Amendment may be executed in duplicate, each of which shall be considered an original.

WITNESSETH THE FOLLOWING SIGNATURES:

WEST VIRGINIA STATE TREASURER'S OFFICE:

Approval Signature DT, Purchasing 2/18/2021

Title Date

HUNTINGTON MERCHANT SERVICES:

Approval Signature Authorized Signer 2/18/2021

Title Date

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

American Express Card Acceptance Service Schedule

This American Express Card Acceptance Service Schedule (**Schedule**) is between Huntington Merchant Services (**Provider**) and the West Virginia State Treasurer's Office (**Client**).

Background

- This Schedule adds the American Express Card Acceptance service to the Payment Solutions Agreement dated June 16, 2020 (Agreement) among Provider, Client and Bank. The terms of the Agreement and this Schedule apply to the American Express Card Acceptance service, but if anything in this Schedule conflicts with the Agreement, the Agreement will control. The American Express Card Acceptance (including its components) is a Service under the Agreement and is provided by Provider and not by Bank. Bank is not a party to this Schedule and is not liable to Client in connection with the Service or this Schedule.
- Capitalized words or phrases not defined in this Schedule use the definitions given to them in the Agreement.

The parties agree as follows:

1 Definitions

American Express Card or Card means, for purposes of this Schedule, a Card issued by and bearing the American Express Brand of American Express.

American Express Brand means the marks of American Express and its affiliates.

Amex Transaction Data means all information required by American Express evidencing one or more transactions, including information obtained at the point of sale, information obtained or generated during authorization and submission, and any chargeback.

Cardholder means the person whose name is embossed on an American Express Card and any authorized user of such American Express Card, including the person that has entered into an agreement establishing an American Express Card account with an Issuer. Some Networks may refer to Cardholder(s) as Card Member(s).

Charge or Charges means a payment or purchase made on a Card.

Establishments means any or all of your (or your affiliates') locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future. References to "locations" elsewhere in the Agreement include this definition but only for purposes of the Amex Card Acceptance Services and American Express Card Transactions.

Transaction means a Charge or Credit completed by the means of a Card.

2 Service

The acquiring services (including authorization, processing, and settlement) that you receive for your American Express Card Transactions (**Amex Card Acceptance Services**) are provided by Provider and not by Bank. The parties acknowledge and agree that Bank is not a party to this Schedule insofar as it applies to the Amex Card Acceptance Services, and Bank is not liable to you in any way with respect to such Amex Card Acceptance

Services.

3 Compliance with American Express Rules and the American Express Operating Guide.

- 3.1 You agree that your acceptance of American Express Cards will comply with the policies and procedures set forth in this Schedule, the American Express OptBlue Program Operating Regulations (**OptBlue Regulations**), and the American Express Merchant Operating Guide (**Amex Guide**) which sets forth the rules for American Express Card Transactions (**Amex Rules**), as may be amended by American Express. The then-current version of the Amex Rules is available to you at www.americanexpress.com/merchantopguide. Any capitalized terms not otherwise defined in this Schedule have the meaning given to them in the Amex Guide or OptBlue Regulations.
- 3.2 You agree to assume financial liability for all settlement activity, including Chargebacks and Credits, as defined in the Amex Guide. You are also liable for all other acts, omissions, and Cardholder customer service-related issues. You may not transfer such financial liability by asking or requiring Cardholders to waive their dispute rights.
- 3.3 You must meet the following criteria: (a) your business is not of a merchant category type prohibited by American Express; and (b) you are not a franchisee of any franchise excluded by American Express from eligibility for the OptBlue Program.
- 3.4 After initial qualification, you must continue to meet American Express's criteria for the OptBlue Program.

4 Term; Termination

- 4.1 This Schedule begins on the latest date that appears in the signature block. This Schedule will continue until the Agreement expires or terminates. Provider may terminate this Schedule at any time if Provider ceases to offer the selected Services
- 4.2 In addition to the termination rights set forth in the Agreement, American Express has the right to modify this Schedule with respect to American Express Card Transactions or to terminate your acceptance of American Express Card Transactions and to require Huntington Merchant Servicesto investigate your activities with respect to American Express Card Transactions.
- 4.3 Upon termination of the Agreement or your participation in the Amex Card Acceptance Services, you shall remove the American Express Brand from wherever such marks may be displayed, including your website.

5 Rates/Fees

Your rates* and fees* for American Express transactions are below and will also be incorporated into Attachment C of the agreement.

Amex Program Pricing	American Express Network Fee
(57B)	(286)
Please refer to your Interchange Qualification Matrix and	2.25% + \$0.05
American Express Program Pricing document*	2.23% + \$0.03

^{*} American Express Program Pricing includes program rates, which are available on the Interchange

Qualification Matrix and American Express Program Pricing document and vary based on a variety of factors including the qualification criteria met for each transaction.

6 American Express Transaction Data

The Amex Transaction Data you are required to collect in connection with a Transaction must be provided directly to you by the American Express Cardholder. You must not accept Amex Transaction Data from, nor are you permitted to provide Amex Transaction Data to, any third parties other than your covered parties (as defined in the Data Security Operating Policy). If you fail to comply with this requirement, in addition to other rights and remedies regarding "monitoring," you may be charged a fee as indicated in Attachment C of the Agreement, and we may suspend Card acceptance privileges at your Establishments or terminate the Agreement. For Cardholder Transactions involving payment or "e-wallet" accounts (which Cardholder created by providing their information when the account was established), the necessary Amex Transaction Data has already been provided directly by the Cardholder, and you are not required to have the Cardholder re-enter the Amex Transaction Data.

7 Disclosure and Use of Data Collected Under Agreement

We may disclose to American Express all data and information you provide and that we collect as part of performing any Amex Service or any other Service related to your American Express Card Transactions (Collected Data). American Express may use and share Collected Data (a) to screen and/or monitor you in connection with Card marketing and administrative purposes, (b) to perform its responsibilities in connection with your acceptance of American Express Cards, (c) to promote the American Express Network, (d) to perform analytics and create reports, and (e) for any other business purpose, including marketing, as permitted by applicable Law. American Express uses reasonable administrative, technical, and physical security measures to protect your information, consistent with the sensitivity of the information.

8 Additional Limitation of Liability

To the extent permitted by law, in addition to the limitation of liability set forth in the Agreement, and notwithstanding anything in the Agreement to the contrary, Provider and its affiliates' cumulative liability, in the aggregate (inclusive of any and all claims made by customer against Provider and/or its affiliates, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever related to the Amex Card Acceptance Services, and regardless of the form of action or legal theory, shall not exceed the amount of fees received by Provider pursuant to this Schedule in the immediately preceding 12 months.

9 Consent for American Express to Contact You by Phone, e-Mail, Text, or Fax

American Express may call you or send you communications or materials via email, text, fax, or other electronic means about American Express services and resources available to you. You consent to receive auto-dialed, automated, or pre-recorded calls or communications (including text messages) at the telephone number(s) you have provided. If you provide a fax number, you consent to receive fax communications from American Express. You acknowledge that by giving these consents, the calls made to you or the communications sent to you by American Express may be subject to charges or fees by your telecommunications or other applicable service Provider, and you agree that any charges or fees are your responsibility to pay. You also acknowledge that these consents are not a condition of receiving Amex Card Acceptance Services.

10 Opt-Out

You may opt out of receiving marketing-related communications and materials from American Express by calling Provider's customer service number. If you have opted out, you may still receive messages or communications from American Express related to important information about the Amex Card Acceptance Services or other American Express products, services, and resources available to you.

11 No Assignment of Payments

You agree not to assign to any third party any payments due to you under the Agreement as the result of American Express Card Transactions, and all indebtedness arising from Charges will be for bona fide sales of goods and/or services at your Establishments free of liens, claims, and encumbrances (other than ordinary sales taxes). You may, however, sell and assign future Transaction receivables to Provider or to any other funding source that partners with Provider.

12 Third Party Beneficiary Rights

American Express is a direct and intended third party beneficiary of the Agreement (including this Schedule) and may enforce any terms of the Agreement that apply to American Express, including American Express Card acceptance and transaction processing, directly against you.

13 Your Right to Opt Out of American Express Card Acceptance

You may opt out of accepting American Express Cards at any time without affecting your right to accept any other payment type Huntington Merchant Services supports.

14 Collections from American Express Cardholders

You may not bill or collect from any American Express Cardholder for any purchase or payment on the American Express Card unless a Chargeback has been exercised, you have fully paid for the Charge, and you otherwise have the right to do so.

15 American Express Excessive Disputes

You may be subject to various fees and assessments as set forth in Attachment C of the Agreement, including fees for excessive disputes. Some fees and assessments are for special products or services, while others may be applied based upon non-compliance with American Express policies and procedures. Many non-compliance fees and assessments can be avoided by correcting the actions that are causing the non-compliance.

16 American Express Right to Modify or Terminate Agreement

American Express has the right to modify the Agreement with respect to American Express Card Transactions or to terminate your acceptance of American Express Card Transactions and to require us to investigate your activities with respect to American Express Card Transactions. Upon termination for any reason, you must immediately remove American Express licensed marks from your website and wherever else they are displayed upon termination or upon your termination from the Amex Card Acceptance Services.

17 Indemnification

Omitted.

18 Disclaimer of Warranties

To the extent permitted by law, in addition to the disclaimers set forth in the Agreement, Provider makes no representations, warranties or covenants, express or implied, with regard to the American Express card acceptance including the uninterrupted or error-free operation of the American Express card acceptance or non-infringement.

Authorized Signatures:

West Virginia State Treasurer's Office	Huntington Merchant Services LLC
By: Shelly L. Murrsy	By:
Name: Shelly L. Murray	Name: Shane McCullough
Title: Deputy Treasurer, Purchasing	Title: Authorized Signer
Date: _2/18/2021	Date: 2/18/2021

ATTACHMENT C COST PROPOSAL FORM

Vendor Name:	Huntington Me	erchant Services, L	LLC	

Vendor must complete this Cost Proposal Form and submit it in a separate, sealed envelope, marked "Cost Proposal" with its Proposal. Include a complete listing of all fees, charges and costs to provide the Services, and state the per-transaction fee or charge and the annual fee or charge, if any, for each. The hourly rates, and all-inclusive maximum prices quoted, shall remain fixed for the initial term of the contract. Prices shall include all shipping, travel, lodging, meals and other related costs, payable in arrears. Please complete each category; if Vendor does not intend to designate a fee for a specific item, mark it as "zero" cost. Shaded areas are not intended to be completed.

Vendor understands that all Services will be provided and billed for based upon actual quantities used. The quantities provided are general estimates only and shall only be used for evaluation purposes. Vendor hereby proposes to provide the basic Services as anticipated below.

	Estimated Annual		- 1.G		
	V	olume	Proposed Cost		
Service	Count	Amount	Unit Rate	% Rate	Annual Cost (Count x Unit Rate or % Rate)
Merchant Discount Rate					
Visa	2,200,000		\$0.15	1.70%	\$3,396,538
Mastercard	850,000		\$0.15	1.70%	\$1,312,299
Discover (including Diners & JCB)	120,000	\$260,000,000	\$0.15	1.70%	\$185,266
Pin Debit	1,000		\$0.15	1.70%	\$1,544
American Express (Opt Blue)	125,000	\$27,000,000	\$0.05	2.25%	\$607,500
Voice Authorization	100		\$1.00		\$100
ARU Authorization	100		\$0.20		\$20
Interchange and other Card Brand Fees			Include in Discount Above		
Gateway Fees					

Per Transaction	1,100,000	\$0.05	\$55,000
One Time Setup	1	Waived	
Payeezy Gateway Setup		Waived	
Payeezy Gateway Monthly		\$19.95 monthly	
		per MID	
Payeezy Gateway Fee		\$0.05 per	
		transaction	
Virtual Terminal per terminal fee	300	\$75	\$22,500
Encryption and Tokenization			
Transaction cost for CardConnect CardSecure® P2PE (encryption) and tokenization – Card Present	2,200,00	\$0.035	
Transaction cost for CardConnect CardSecure® P2PE (encryption) and tokenization – Card Not Present	1,000,000	\$0.035	
Transaction cost to service remove PCI data from STO-hosted web page for Card Not Present	1,100,000	\$0.035	
TransArmor Encryption (P2PE or RSA or TAV) and tokenization		\$0.025	
One Time Implementation Costs	200	Waived	
Cost to Convert Tokens to/from Solution	50	\$40	\$2,000
Cardholder Disputes	500	\$5.00	\$2,500
Reporting			
One-time setup	1	Waived	
Monthly User Fees – per user/MID	30	Waived	

Data File Manager Set Up			
Fee Data File Manager Monthly		\$2,500 per user	
Data File Manager Monthly Fee		\$165 per month	
Other Fees			
Statement Fees	3	\$10 (for paper statement, digital is no cost)	
Wire Transfer (1 day funding)	250	\$8.00	\$2,000
Fees not covered elsewhere (please list in detail)	Gateway Monthly Fee	\$15.00	
Gift Card Fees			
Transaction Fees (loads, reloads, redemptions, inquaries	50	Waived minimum transaction cost of \$0.25 required	
Monthly Fees	1	Waived	
Set-up Fee	10	\$75 primary location, \$50ea after	\$525
Card Production	100	\$150 per 100 standard template cards	\$150
Gift Card Reporting	1	Waived	
Custom Gift Card Program	1	11 41 100	
Conversion Fee	20,000 cards	\$1,000 per total conversion	
Cost per Transaction		\$0.15	
Balance Inquiry		\$0.20	
VRU Per Call		\$0.25	
Card Order Tier	1.000		
1	1,000 – 2,499	\$0.50	

	1	ı	
2	2,500 – 7,499	\$0.45	
	· · · · · · · · · · · · · · · · · · ·	\$0.43	
3	7,500 –	Φ0.25	
	9,999	\$0.35	
4	10,000 –	40.00	
	24,999	\$0.30	
5	25,000 –		
	49,999	\$0.25	
6	50,000 -		
	74,999	\$0.20	
7	75,000 –		
	99,999	\$0.15	
Gift Card Carrier			
1	1,000 -		
	2,499	\$0.50	
2	2,500 -	7 0.00	
_	7,499	\$0.45	
3	7,500 –	ψ0.43	
3	9,999	\$0.35	
4	10,000 –	\$0.55	
4		\$0.20	
	24,999	\$0.30	
5	25,000 –	Φ0.25	
	49,999	\$0.25	
6	50,000 -	40.50	
	74,999	\$0.20	
7	75,000 –		
	99,999	\$0.15	
Initial / One-Time			
Implementation Costs			
		Waived for	
Please list and describe in		standard	
full all one-time		business	
implementation costs STO		implementation.	
may incur that are not		Additional rates	
identified elsewhere		would be	
identified elsewhere		discussed	
		within an SOW	
		for custom	
D-1-4/C 1D 11		projects	
Rebates / Special Pricing			
Please identify any rebates,			
incentives or			
special pricing available to			
STO			φ π π ο= ο : τ
GRAND TOTAL:			\$5,587,942

Base Cost evaluation will include only the items above for the Total Annual Cost. Desirable items below may or may not be purchased in the future.

Fraud Management – Card Not Present					
Set up Fee	All pricing fo		solution will requeste cases and risk	•	discovery for
Per Item Fee					
Other/Misc					
Other Fees					
Other Fees					
PCI Compliance Fees (Monthly)	12		\$8.25		\$99
PCI Non-Compliance Fees (Monthly)	12		\$19.95		
Terminal Terminal Type	Terminal 1 Name	Terminal 2 Name	Terminal 3 Name	Terminal 4 Name	Terminal 5 Name

Please see the hardware listing below. All hardware is inclusive of Key injections, load and setup, cables, and supplies. There are no offerings for refurbished machines. Clover Flex is the only device with a build-in printer. All machines read cards

Hardware		
Ingenico Devices**		
Ingenico IPP320	\$325	
Ingenico iPP350	\$360	
Ingenico ISC250	\$520	
Ingenico Lane/3000	\$380	
Ingenico Lane/5000	\$415	
Ingenico VP3300	\$90	
Ingenico iSMP4	\$550	
Ingenico Stands	\$100	
Ingenico Desk 3500	\$210	
Ingenico Desk 5000	\$325	
Ingenico iPP315	\$195	
Ingenico Desk 3500		
w/iPP315	\$380	
Ingenico Desk 5000		
w/iPP315	\$500	
ID TECH Devices**		
IDTECH SREDKey	\$160	
ID Tech Augusta	\$170	
Clover Devices**		
Clover Go*	\$50	
Clover Flex*	\$449	
Clover Mini*	\$649	
Clover Station w/Cash	\$1,299	
Drawer (no printer)*		

Clover Station w/Cash	\$1,549	
Drawer and Contactless	\$1,549	
Receipt Printer*		
Clover Station Pro*	\$1,799	
Clover Accessories	\$1,799	
Clover Go Clip	\$15	
Clover Go Dock	\$13	
Non-Contactless Printer	· ·	
	\$229	
Contactless Printer	\$349	
Kitchen Printer	\$449	
Weight Scale	\$499	
Cash Drawer	\$99	
Hand Held Scanner	\$169	
Hands Free Scanner	\$249	
Clover Flex Silicon		
Sleeve	\$35	
Clover Flex Travel Kit	\$69	
Clover Mini Swivel Stand	\$89	
SaaS For Clover		
Payments Plus	\$4.95	
	Monthly, Per	
	MID	
Register Lite	\$14 Monthly,	
	Per MID	
Register	\$29 Monthly,	
	Per MID	
Security Plus	\$9.99	
	Monthly, Per	
	MID	
Wireless (Cellular)	\$15 Monthly,	
	Per Device	
FD Devices		
FD130	\$449	
FD150	\$220	
FD35 Pin Pad For FD130	\$180	
RP10 Pin Pad For FD150	\$110	
Key Injections		
All Devices	\$45 (covers	
	cost of	
	injection and	
	return	
	shipping any	
	location in	
	WV)	
	/	

^{*}Clover Go, Flex, Mini, and Station versions may require software package and/or security tokenization package or wireless activation, level to be determined by Clover and the merchant

^{**}Tokenization required for this device type

***Lane series devices are considered a pre-order, and merchants will be shipped a BOLT device for use until the Lane series is ready for deployment, at which point the Lane will be shipped, and the initial BOLT device will be returned at no additional cost to the merchant.