



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: 2023-12-07

Order Number: AMA 1300 1300 STO2000000010 12	Procurement Folder: 658117
Document Name: Merchant Processing Services	Reason for Modification: Change Order #10 Replacement of Fee Schedule that was with CO #9
Document Description: Credit Card Fees/Services	
Procurement Type: Agency Master Agreement	
Buyer Name: Alberta Kincaid	
Telephone: (304) 341-0723	
Email: alberta.kincaid@wvsto.gov	
Shipping Method: Vendor	Effective Start Date: 2020-06-16
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2026-06-15

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000025543 HUNTINGTON MERCHANT SERVICES LLC 4000 CORAL RIDGE DR CORAL SPRINGS FL 33065 US Vendor Contact Phone: 910-912-7101 Extension: Discount Details: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th></th> <th style="text-align: center;">Discount Allowed</th> <th style="text-align: center;">Discount Percentage</th> <th style="text-align: center;">Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td style="text-align: center;">No</td> <td style="text-align: center;">0.0000</td> <td style="text-align: center;">0</td> </tr> <tr> <td>#2</td> <td style="text-align: center;">No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td style="text-align: center;">No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td style="text-align: center;">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: Alberta Kincaid Requestor Phone: (304) 341-0723 Requestor Email: alberta.kincaid@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
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY : Rebecca A Manning
DATE: 2023-12-07
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 10 is to incorporate the attached Seventh Amendment and replace the cost sheets from CO #09 that had an error in some pricing.

Effective date of Revised Cost Sheet: 06/16/2023

No Other Changes

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

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		Service Contract Amount	
				0.00	

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		Service Contract Amount	
				0.00	

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		Service Contract Amount	
				0.00	

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		Service Contract Amount	
				0.00	

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		Service Contract Amount	
	2020-06-16	2026-06-15		0.00	

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		Service Contract Amount	
	2021-08-25	2023-06-15		0.00	

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		Service Contract Amount	
	2021-08-25	2023-06-15		0.00	

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		Service Contract Amount	
	2021-08-25	2023-06-15		0.00	

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		Service Contract Amount	
	2021-08-25	2023-06-15		0.00	

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.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	43211505			EA	\$0.00
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Clover Device add via CO 7

Extended Description:

	Document Phase	Document Description	Page
STO200000010	Final	Credit Card Fees/Services	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SEVENTH AMENDMENT

To

AGREEMENT

between

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

and

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

This **SEVENTH AMENDMENT** ("Seventh 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 ("WVSTO") and HUNTINGTON MERCHANT SERVICES, LLC ("HUNTINGTON MERCHANT SERVICES").

WHEREAS, the WVSTO 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 WVSTO 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 this Agreement; 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:

- 1. Additional functionality documentation:** This Seventh Amendment adds the following necessary documentation for certain functionality under the Agreement:
 - PCI ComplyAlly Service Schedule
- 2. Attachment C, Cost Proposal Form:** Attachment C, Cost Proposal Form, as attached to this amendment, has been updated to include certain processing and equipment items. This Attachment C, Cost Proposal Form replaces the previous Attachment C, Cost Proposal Form found in Change Order 9 of this contract which contained an unintentional error in the American Express Processing fee. The fee should be listed as 2.25% in

Change Order 9. This Attachment C, Cost Proposal Form supersedes any previous document named the same.

- 3. **Execution in Duplicate:** The Seventh Amendment may be executed in duplicate, each of which shall be considered an original.

WITNESSETH THE FOLLOWING SIGNATURES:

**WEST VIRGINIA STATE TREASURER'S
OFFICE**
(Client)

HUNTINGTON MERCHANT SERVICES
(Provider)

Signature: Becky Manning

Signature: SMC

Print Name: Becky Manning

Print Name: Shane McCullough

Title: Assistant Treasurer for Administration

Title: Authorized Signer

Date: 12/07/2023

Date: 12/07/2023

PCI ComplyAlly Service Schedule

This PCI ComplyAlly Schedule (**Schedule**) is attached to and subject to the terms of the Payment Solutions Agreement (**Agreement**) between Huntington Merchant Services LLC (**Provider** or **Huntington**), Huntington National Bank (**Bank**), and West Virginia State Treasurer's Office (**Client** or **WVSTO**). The Services provided in this Schedule are provided by Provider and not Bank and Bank shall have no liability in connection with this Schedule. All capitalized terms in this Schedule shall have the same meaning as defined in the Agreement. In the event of a conflict between the Agreement and this Schedule, the terms of this Schedule will control.

In consideration of the mutual promises and covenants hereinafter contained in this Schedule, the parties hereby agree as follows:

- 1. Service Description.** The **Service** assists Client over the phone with the components needed for PCI Data Security Standard (PCI DSS) compliance validation. The Service includes assisting Client to complete the appropriate Security Assessment Questionnaire (SAQ) and, in some circumstances if necessary for validation, scanning of Client's point of sale system that has access to the internet. The cost of the scan for the point-of-sale system is included in the Service. To fulfill the requirements for the SAQ, Client will answer a series of questions about how the Client's business operates, and Provider will record Client's answers. Client is required to answer completely and honestly, so that the information Provider records is correct. Provider will then assist Client with an attestation of compliance that Provider stores in Provider's systems to serve as a record of Client's compliance validation. If online scanning is needed as part of Client's validation, Provider will arrange and schedule that scanning. Provider will review Client's scan results with Client's designated point of contact and explain any actions that Client may need to take to assure compliance with PCI DSS requirements.
- 2. Fees.** Client will be charged a monthly basis fee of \$18.25 for the Service and is incorporated into Attachment C of the Agreement. Client's attestation of compliance from the completed questionnaire is valid for one (1) year and Client must provide compliance validation annually thereafter. If Client requires additional services to comply with the PCI DSS, those services are not included in the fee for PCI ComplyAlly.

Except as expressly modified by this Schedule, all provisions contained in the Agreement shall remain in full force and effect.

Authorized Signatures:

West Virginia State Treasurer's Office

By: Becky Manning

Name: Becky Manning

Title: Assistant Treasurer for Administration

Date: 12/07/2023

Huntington Merchant Services LLC

By: Shane McCullough

Name: Shane McCullough

Title: Authorized Signer

Date: 12/07/2023

**ATTACHMENT C
COST PROPOSAL FORM**

Per WV STO Purchasing Director:
This Cost/Pricing Sheet replaces the
one included with Change Order #09
in its entirety, **effective 6/16/23**

Vendor Name: Huntington Merchant Services 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.

Service	Estimated Annual Volume		Proposed Cost		Annual Cost (Count x Unit Rate or % Rate)
	Count	Amount	Unit Rate	% Rate	
Merchant Discount Rate					
Visa	2,200,000	\$260,000,000	\$0.15	1.70%	\$3,396,538
MasterCard	850,000		\$0.15	1.70%	\$1,312,299
Discover (including Diners & JCB)	120,000		\$0.15	1.70%	\$185,266
PIN Debit	1,000		\$0.15	1.70%	\$1,544
American Express (Separate contract maintained)	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		\$75.00		\$22,500
Encryption and Tokenization					
Transaction cost for encryption - Card Present	2,200,000		\$0.035		
Transaction cost for 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		
One-time Implementation costs	200		Waived		
Cost to Convert Tokens to/from Solution	50		\$40		\$2000
Cardholder Disputes	500		\$5.00		\$2500
Reporting					
One-time Setup	1		Waived		
Monthly User Fees - per user/MID	30		Waived		
Data File Manager Set Up Fee			\$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		\$2000

Fees not covered elsewhere (please list in detail)	Gateway Monthly Fee Per MID		\$15.00		
Gift Card Fees					
Transaction Fees (loads, reloads, redemptions, inquiries)	50		Waived, minimum transaction of \$0.25 required		
Monthly Fees	1		Waived		
Set-up Fee	10		\$75 primary location, \$50 each after		\$525

Card Production	100		\$150 per 100 standard template cards		\$150
Gift Card Reporting	1		Waived		
Custom Gift Card Program					
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	1,000 – 2,499		\$0.50		
2	2,500 – 7,499		\$0.45		
3	7,500 – 9,999		\$0.35		
4	10,000 – 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 – 7,499		\$0.45		
3	7,500 – 9,999		\$0.35		
4	10,000 – 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		
Initial / One-Time Implementation Costs					
Please list and describe in full all one-time implementation costs STO may incur that are not identified elsewhere.			Waived for standard business implementation. Additional rates would be discussed within an SOW for custom projects		
Rebates / Special Pricing					
Please identify any rebates, incentives or special pricing available to STO					
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 for Fraud Detect solution will require additional discovery for fraud use cases and risk profile.				
Per Item Fee					
Other/Misc.					

Other Fees				
PCI Compliance Fees (Monthly)	12		\$8.25	\$99
PCI Non-Compliance Fees (Monthly)	12		\$19.95	

PCI ComplyAlly				
PCI ComplyAlly Service			\$18.95 Monthly	

Terminal	Terminal 1	Terminal 2	Terminal 3	Terminal 4	Terminal 5
Terminal Type	Name	Name	Name	Name	Name
Payment Terminal Initial Cost - New	<p>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 or monthly rentals. Clover Flex is the only device with a build-in printer. All machines read cards</p>				
Payment Terminal Initial Cost - Refurbished					
Payment Terminal Initial Cost - Monthly Rental					
PIN Pad for Terminal					
Payment Terminal Maintenance or Warranty Cost					
Payment Terminal Supplies (cables, stands, batteries, etc.)					
Payment Terminal Software Load & Setup					
Payment Terminal Encryption Key Injection					
Payment Terminal Replacement Cost					
Printer					
Card Reader					
Fees not identified elsewhere					

Hardware*				
Ingenico Devices				
Ingenico Desk 3500			\$210	
Ingenico Desk 5000			\$325	
Ingenico Model iSMP4			\$769	
Ingenico Model Lane 3000			\$515	
Ingenico Model Lane 7000			\$755	
Ingenico Model Lane 8000			\$1150	

Ingenico Desk 1500			\$275		
Ingenico Bundle: Desk 3500 with Desk 1500			\$499		
Ingenico Bundle: Desk 5000 with Desk 1500			\$699		
SRED KEY2 IDTECH			\$239		
Stand SEN351573			\$43.63		
Clover Devices**					
Clover Flex v3 & Accessories**			\$699		
Clover Mini gen 3 & Accessories **			\$775		
Clover Station Solo w/Printer, Starter Kit, & Cash Drawer **			\$1300		
Clover Station Duo w/ Printer, Terminal, Starter Kit, & Cash Drawer**			\$1725		
Clover Station Duo WIFI w/o Printer, Terminal, Starter Kit, & Cash Drawer **			\$1625		
Miscellaneous Clover Apps			\$.99 - \$99		
Clover Accessories					
Clover Go Clip			\$15		
Clover Go Dock			\$29		
Non-Contactless Printer			\$229		
Contactless Printer			\$349		
Kitchen Printer			\$449		
Weight Scale			\$499		
Cash Drawer			\$99		
Handheld 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		

Clover Register Lite			\$14 Monthly, Per MID		
Clover Register			\$29 Monthly, Per MID		
Clover Counter-Service Restaurants ²			\$54.95 Monthly, For First Device /\$14.95 Monthly, For Each Additional Device		
Security Plus			\$9.99 Monthly, Per MID		
Wireless (Cellular)			\$14 Monthly, Per Device		
² Clover Service Plans billed through the Clover App Market.					
FD Devices					
FD150			\$220		
RP10 Pin Pad For FD150			\$110		
Key Injections					
All Devices			\$45 (covers cost of injection and return shipping any location in WV)		

* All hardware is subject to shipping costs.

** Clover Flex, Clover Mini and Clover Devices may require software package and/or security tokenization package, or wireless activation, level to be determined by the merchant.