

PURCHASE ORDER



WV State Treasurer's Office
Bldg. 1, Suite E-145
1900 Kanawha Blvd., E
Charleston, WV 25305

PURCHASE ORDER NO. STO12E02
CHANGE ORDER NO. 3

VENDOR:

BB&T
Attn: Mike Holtsclaw
300 Summers Street
Charleston, WV 25301

Email: mholtscaw@BBANDT.com
Tele: 304.348.7078 / Fax: 304.348.1185

Invoice to:

WV State Treasurer's Office
Attn: Accts Payable
Building 1, Suite E-145
1900 Kanawha Boulevard, East
Charleston, WV 25305

FEIN/SSN:	561074313
FUND:	1322-2014-1300-099-089
ACCOUNT NO.	07309
DATE:	1/9/14
UC/WC Verify:	YES
SOS Verify:	YES
i-Comp Verify:	YES
DOA TEAM ID#	417144036
FIMS ID#	83502

Ship to:

WV State Treasurer's Office
Cash Management

Quantity	Description	Unit Price	Total
	<u>Change Order #3</u>		
	The purpose of this change is to update the contact names and amend processing methods, equipment and compensation as seen in Exhibit B of the attached Amendment.		
		TOTAL	

By: *John Perdue* 01.13.2014
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE Page 1 of _____

GENERAL COUNSEL: *Dana Stewart* DATE: 01.13.2014

**WV STATE TREASURER'S OFFICE
PURCHASE ORDER/CONTRACT
GENERAL TERMS & CONDITIONS**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the West Virginia State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under STO Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The STO may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE:** Prices are those stated in this order. Unit prices shall prevail in case of discrepancy. No price increases will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. All goods/services are considered F.O.B. destination unless alternate shipping terms are clearly identified in the purchase order. Buyer will make no payment(s) to the Seller until the goods/services are received and accepted by the Buyer.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract/purchase order is automatically null and void, and is terminated without further order unless otherwise specified by the STO.

SECOND AMENDMENT

to

AGREEMENT

between

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

and

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

This **SECOND AMENDMENT** ("Second Amendment") is made effective August 1, 2013, 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; and

WHEREAS, the parties desire to amend the Agreement to update contact names and amend processing methods, equipment and compensation.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH:

The parties covenant and agree as follows:

1. **Contact Names:** The updated contact names are listed in Attachment A to this Second Amendment, which names supersede those stated in the Agreement and in Change Order 2 to Purchase Order STO12E02.
2. **Compensation:** Exhibit B of the Agreement is hereby deleted and the attached Exhibit B is substituted therefor.
3. **EBT Processing:** BB&T agrees to provide the ability to accept PIN based EBT card transactions for the amounts stated in Exhibit B.
4. **Wireless Merchant Processing:** BB&T agrees to provide wireless terminals and processing for the amounts stated in Exhibit B.

Attachment A – Second Amendment to STO 12E02

Change to section 1-6 s. 1. Contract Manager:

Michael Holtsclaw
300 Summers Street FL2
Charleston, WV 25301
Phone 304-348-7078
Fax 304-348-1185
mholtsclaw@BBANDT.COM

Change to section 1-6 s. 2. Dedicated Representative:

Stacy Miller
300 Summers Street FL2
Charleston, WV 25301
Phone 304-353-1576
Fax 304-348-1185
Stacy.Miller@BBANDT.COM

Bryan Fulghum
2713 Forest Hills Drive
Wilson NC 27893-4432
Phone 252-296-0749
Fax 252-293-9099
bfulghum@bbandt.com

**Exhibit B
Fee Schedule
STO12E02**

Section 1: Services for Operating Accounts (DDA)		Unit/Rate
*	DDA Account Maintenance (3.3.2)	\$100.00
	Per Transaction or Item Fees (3.3.3)	
	ACH Credit	\$0.10
	ACH Debit	\$0.10
	Wire Transfers	\$0.25

*BB&T currently handles both the Cash Management Services as well as the Merchant Card Services.

	Account Transfers - Credits & Debits	\$1.00
	Credit Advices: Deposit Adjustments	\$0.25
	Debit Advices: Deposit Adjustments	\$0.25
	Other (Daily Earnings Credit Rate for average daily available balance)	0.00001096
Section 2: Services for Credit Cards		Unit/Rate
	Merchant Discount Rates (3.3.5)	
**	VISA	1.75%
**	MasterCard (MC settles w/ VISA)	1.75%
**	Discover (will have same rate and will settle w/ VISA when MAP con)	1.75%
	Card Brand Pass Thru Fees	\$0.02
	PIN Entered and EBT (PIN Required) Transaction Fee	\$0.45
	Cardholder Disputes (3.3.22, 4.3.6)	\$0.00
	Gateway Monthly Fee (4.3.4)	\$15.00
	Other Transaction Fees	\$0.00
	Training & Support (3.3.12, 4.2.4, 4.2.5)	\$0.00
	PCI Compliance Fee	\$0.00
	Electronic Banking Statements	\$0.00
	Research (4.5.5)	\$0.00
	Web-based Access to Reports (4.5.6)	\$0.00
	Terminal Replacement Fees	\$100.00
	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)		
	> 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		
	> 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

Equipment (3.5, 4.2.2)	Purchased New	Purchased Refurbished	Monthly Rental
Terminals			
Equinox T4205 (Hypercom 4205)	\$275.00	\$225.00	
Equinox 4220 Dual Comm (Hypercom 4420)	\$350.00	\$300.00	Available for 6-pay*
Equinox M4230 (wireless)	\$650.00		Available for 6-pay*
Equinox T7plus	\$275.00		
Verifone Vx510 (new model of the Omni 3740)	\$275.00	\$200.00	
Verifone Vx510 Dual Comm	\$350.00		Available for 6-pay*
Verifone Vx570 (new model of the Omni 3750)	\$350.00	\$300.00	Available for 6-pay*
Verifone Vx570 Dual Comm	\$400.00	\$300.00	Available for 6-pay*
Nurlt 8020 Wireless Terminal	\$700.00	\$500.00	Available for 6-pay*
Obsolete Terminal Models. We will continue supporting replacements as available.			
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			
*Omni 3750 not available for distribution after September 2013.			
PIN pads			
Verifone P1000SE PIN pad (Omni P1000SE)	\$125.00	N/A	N/A
Equinox P1300 PIN pad (Hypercom P1300)	\$125.00	N/A	N/A
Printers			
Verifone P-900	\$225.00	N/A	N/A
Epson Receipt Printer (T-20)	\$250.00	N/A	Available for 6-pay*
Card Readers			
Magtek Mini Wedge Reader (Ttech)	\$90.00	N/A	N/A
Magtek Card Reader	\$90.00		
Payware Card Sleeve	\$150.00	N/A	N/A
Payware Mobile Wedge	\$90.00		
Magtek Centrifon Card Reader (Global, Trust Commerce, WebPASS)	\$90.00		
Check Readers			
RDM Check Reader 6014f (Ttech)	\$375.00	N/A	N/A
Magtek Mini MICR	\$240.00	N/A	N/A
Check Reader 3000	\$235.00		
Other			
Imprinters	\$0.00	N/A	N/A
Other			
Sales Slips/Return Slips	\$0.00	N/A	N/A
Printer Paper and Ribbon	\$0.00	N/A	N/A

* Equipment cost can be divided into 6 monthly installments on billing statement/invoice.

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 (Custom Program)		
> Monthly Fee per location	\$	10.00
> Per Transaction Fee	\$	0.15
> Prepress Fee (per card type)	\$	100.00
> Graphic Design (per card type)	\$	75.00
> Additional Card Production		\$0.45/card
> Additional Locations (set-up)	\$	75.00
Additional Terminals (set-up)	\$	10.00
Global Virtual Terminal		
> License Fee (one-time per acct)	\$	75.00
> Monthly Gateway Fee	\$	9.95
> Transaction Fee	\$	-
Trust Commerce		
> License Fee (one-time per acct)	\$	99.00
> Monthly Gateway Fee (see #6)	\$	15.00
> Transaction Fee	\$	0.09
Payware		
> License Fee (one-time, per acct) includes one card sleeve	\$	99.00
> Monthly Gateway Fee	\$	16.00
TSYS WebPASS		
> License Fee		\$75.00
> Monthly Gateway Fee		\$9.95
> Transaction Fee		\$0.04
Equinox Wireless M4230		
> License Fee		\$35.00
> Monthly Wireless Fee		\$20.00
> Transaction Fee		\$0.05
> Simple Plus		\$25 additional monthly
> Car Charger		\$90.00
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

	PC Charge	
	> Software Fee	\$399.00
	> Upgrade to current version	\$125.00
	> License Fee (one-time, per account)	\$99.00
	> Annual support Fee (also applie to stage only)	\$110.00
	> Per Transaction Fee	\$0.00
	Systems/East	
	> License Fee (one-time, per account)	\$75.00
	> Monthly Gateway Fee	\$9.95
	> Transaction Fee	\$0.06
***	Other Card Types - American Express	0.30%
	24-hr Bath Close Fee	\$ -
	Merchant "Daily Letter"	\$ -

**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.

***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.

Pricing for wireless service does not include service provided by the wireless company. Subject to phone service provider availability/pricing.

Network Fee Billing Tables for Visa Transactions

Table 1: Card Present (Excludes Fast Food MCC 5814)

The monthly Network Fee Billing amount is determined by the number of merchant locations actively accepting Visa transactions per Taxpayer ID, per Month.

Tiers	No. of locations by MID	Price per location, per merchant (per month)	
		Table 1A (High Volume MCCs)	Table 1U (All Other MCCs)
1-3	1-3	\$2.90	\$2.00
4-6	4-10	\$4.00	\$2.90
7-8	11-50	\$5.00	\$4.00
9	51-100	\$8.00	\$6.00
10	101-150	\$12.00	\$8.00
11	151-200	\$18.00	\$10.00
12	201-250	\$25.00	\$14.00

Additional fees apply for more locations. The fee for Table 1A is \$16.00 per merchant location and for Table 1U is \$6.00 per merchant location for 400 or more locations.

Table 2: Fast Food (MCC 5814), Card Not Present (MOTD/EC: 1-9), Merchant Aggregators

The Network Fee Billing amount is based on Visa monthly gross sales volume per Taxpayer ID, per Month.

Tier	Monthly Gross Sales Volume	Fees per Month
1	< \$50	\$2.00
2	\$50-\$199	\$2.90
3	\$200-\$999	\$5.00
4	\$1,000-\$9,999	\$7.00
5	\$10,000-\$79,999	\$9.00
6	\$80,000-\$399,999	\$15.00
7	\$400,000-\$199,999	\$45.00
8	\$200,000-\$799,999	\$120.00
9	\$800,000-\$1,999,999	\$350.00
10	\$2,000,000-\$9,999,999	\$700.00
11	\$4,000,000-\$7,999,999	\$1,500.00
12	\$8,000,000-\$19,999,999	\$3,500.00

Additional fees apply for greater monthly gross sales volume. The fee for Table 2 is \$10,000 for sales volume greater than or equal to \$10,000,000.

Table 1A: High Volume MCC Merchants - Card Present¹

MCC	MCC Descriptor	MCC	MCC Descriptor
3000-3299, 4511	Airlines	5532	Automotive Tire Stores
3300-3499, 7512	Auto Rental	5541	Service Stations
3500-3999, 7011	Lodging	5542	Automated Fuel Dispensers
4413	Steamship/ Cruise Lines	5651	Family Clothing Stores
4829	Wire Transfer Money Order	5655	Sports/ Riding Apparel Stores
5200	Home Supply Warehouse Stores	5712	Furniture/ Equipment Stores
5300	Wholesale Clubs	5732	Electronic Stores
5309	Duty Free Stores	5912	Drugstores and Pharmacies
5310	Discount Stores	5943	Stationery Stores
5311	Department Stores	7012	Timeshares
5411	Grocery Stores and Supermarkets	7832	Motion Picture Theaters
5511	Car and Truck Dealers/ New/ Used		

¹MCC must have 50% or more in monthly card present volume.