



State of West Virginia  
Agency Master Agreement

Order Date: 2017-11-28

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

<b>Order Number:</b> AMA 1300 1300 STO12E02	<b>Procurement Folder:</b> 36247
<b>Document Name:</b> Merchant Card Services for Statewide Use	<b>Reason for Modification:</b>
<b>Document Description:</b> Merchant Card Services - Required use per WV Code 12-3A-3	Change Order No. 8 - To renew contract and incorporate the seventh amendment and revised costs sheet per the attached.
<b>Procurement Type:</b> Agency Master Agreement	
<b>Buyer Name:</b> Alberta Kincaid	
<b>Telephone:</b> (304) 341-0723	
<b>Email:</b> alberta.kincaid@wvsto.com	
<b>Shipping Method:</b> Vendor	<b>Effective Start Date:</b> 2014-12-01
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2020-11-30

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

<b>Total Order Amount</b>	Open End
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DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Shelly Murray

DATE: 2017-11-28

ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 8 is issued to renew the original contract and incorporate the Seventh Amendment and revised cost sheet per the attached.

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
<b>Service From</b>		<b>Service To</b>			
2016-07-01		2020-11-30			

**Commodity Line Description:** Banking institutions

**Extended Description:**

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



**SEVENTH AMENDMENT**

**to**

**AGREEMENT**

**between**

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

**and**

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

This **SEVENTH AMENDMENT** ("Seventh Amendment") is made effective December 1, 2017, 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 Agreement provides for up to two (2) additional three-year period renewals as mutually agreed between the parties with one renewal period having been exercised; and

**WHEREAS**, the parties desire to extend the term of the Agreement for the remaining three (3) year term and amend compensation and provide additional services.

**NOW, THEREFORE, THIS AMENDMENT WITNESSETH:**

The parties covenant and agree as follows:



1. **Extension:** The Agreement shall be extended for the period December 1, 2017, through November 30, 2020.
2. **Compensation:** Exhibit B of the Agreement is hereby deleted and the attached Exhibit B is substituted therefor.
3. **Obsolete Terminal Models:** Pursuant to the attached Exhibit B, BB&T will no longer support certain obsolete equipment identified on the attached Exhibit B. BB&T suggests the replacement of the machines. Merchants may continue to use the machine until it fails to operate properly or the machine does not meet your business needs. Please note, should the machine stop working there may not be a method of recovery for lost data and a delay in access to merchant services until a solution/machine is programmed and deployed.
4. **TrustWave:** Additional services pursuant to the attached Exhibit B have also been added: a yearly PCI Expert Premium Support as well as the Trustwave Expanded Products Offering (Exhibit B – Attachment 3). This attachment identifies the various assessment scans, penetration tests, vulnerability scanning, security awareness education, and database scanning available as part of the contract.
5. **Execution in Duplicate:** This 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:**

<u>Shelly L. Muncy</u>	<u>Deputy Treasurer</u>	<u>11/28/17</u>
Approval Signature	Title	Date

**BRANCH BANKING & TRUST CO.**

<u>Michael H. Hsclaw</u>	<u>SENIOR VICE PRESIDENT</u>	<u>11/22/2017</u>
Approval Signature	Title	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%
	FANF Fee Table for Visa Cards	Exhibit B (Attachment 1)
**	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 June 30, 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
	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**

<b>Equipment (3.5, 4.2.2)</b>	<b>Purchased New</b>	<b>Purchased Refurbished</b>	<b>Monthly Rental</b>
<b>Terminals</b>			
Ingenico iCT220 Contactless	\$350.00	\$300.00	
Ingenico iCT250	\$350.00	\$300.00	
Ingenico iWL255 (3G Wireless Terminal - See Wireless Section for additional pricing)	\$700.00	\$500.00	
Ingenico iWL252 (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.

<b>Obsolete Terminal Models. BB&amp;T will no longer support obsolete equipment. BB&amp;T suggests the replacement of the below listed machines immediately or in the near future. Merchants may continue to use the machine until it fails to operate properly or the machine does not meet your business needs. Please note, should the machine stop working there may not be a method of recovery for lost data and a delay in access to merchant services until a solution/machine is programmed and deployed.</b>			
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.			
<b>PIN pads</b>			
Ingenico iPP310 (for use with iCT220)	\$250.00	N/A	N/A
Ingenico iPP320 (for use with iCT220 or PC)	\$350.00	N/A	N/A
Vx805	\$250.00	N/A	N/A
Vx805 Stationary Stand	\$99.00	N/A	N/A
<b>Printers</b>			
Verifone P-900	\$225.00	N/A	N/A
Epson Receipt Printer (T-20)	\$250.00	N/A	
<b>Card Readers</b>			
Magtek Reader (Obsolete 2018)	\$90.00	N/A	N/A
IDTech SecureMag USB-KEYBD (replacing Magtek)	\$100.00	N/A	
SecureKey TM M130 (DMV)	\$120.00	N/A	N/A
<b>Check Readers</b>			
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
<b>Other</b>			
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, if deemed defective it will be replaced at no cost.

Refurbished equipment is warranted for a period of three months, if deemed defective it will be replaced at no cost.

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

The use of electric surge protectors on phone lines and power cords protects the equipment from damage and are highly encouraged.

Exhibit B  
Fee Schedule  
STO12E02

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
> Per 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
FreedomPay	
FreedomPay P2PE POS Solution	
A separate merchant account is required for locations using more than one application with FreedomPay iWL252 terminal.	
FreedomPay P2PE Instruction Manual (PIM) Acknowledgement Form must be signed. (Exhibit B-Attachment 2)	
> Setup Fee (One Time, Per Account)	\$200.00
> Per Transaction Fee/Secure Switching Fee	\$0.08
> Reprogramming Fee (Virtual terminals and stand-alone)	\$99.00
> Ingenico iWL252	\$880.00
> Ingenico iWL252 Base	\$200.00
> Ingenico iWL 252 Battery (additional or replacement)	\$45.00
> Stand for iWL252	\$74.00
> Locking Tether Cord	\$25.00
> Ingenico iPP350 (micros)	\$500.00
> Ingenico iPP350 Stand	\$99.00
> Rush Shipping	\$125.00
FreedomPay FreeWay P2PE Virtual Terminal Solution	
A separate merchant account is required for locations using more than one application with FreeWay Virtual Terminal.	
FreedomPay P2PE Instruction Manual (PIM) Acknowledgement Form must be signed. (Exhibit B-Attachment 2)	
> Interchange Rate for FreeWay Virtual Terminal Only	2.83%
> Setup Fee (One time, Per Account)	\$200.00
> Per Transaction Fee/Secure Switching Fee	\$0.08
> Reprogramming Fee (Virtual terminals and stand-alone)	\$99.00 per MID
> Ingenico ID Tech SREDKey (Required with FreeWay Virtual Terminal)	\$250.00
> Rush Shipping	\$125.00
Global Virtual Terminal	
> License Fee (one time per acct)	\$75.00
> Monthly Gateway Fee	\$9.95
> Per Transaction Fee	\$0.00
Ingenico Wireless iWL255	
A separate merchant account is required for locations using more than one application with the iWL255.	
> Ingenico iWL255 Terminal	New \$700.00 Refurbished \$500.00
> Wireless Setup Fee (one time, per terminal)	\$35.00
> Monthly Wireless Fee (per terminal)	\$20.00
> Per Transaction Fee	\$0.05

**Exhibit B  
Fee Schedule  
STO12E02**

	<b>MultiPass</b>	
	> License Fee	\$0.00
	> Monthly Gateway Fee	\$0.00
	> Per Transaction Fee	\$0.00
	<b>Payware</b>	
	> License Fee (one time, per account) includes one card sleeve	\$99.00
	> Monthly Gateway Fee (per mobile device)	\$15.00
	> Additional Card Sleeve	\$50.00
	<b>Trust Commerce</b>	
	> License Fee (one time per acct)	\$99.00
	> Monthly Gateway Fee (see #6)	\$15.00
	> Per Transaction Fee	\$0.09
	> Citadel Set up Fee	\$99.00
	> Citadel Monthly Fee	\$11.00
	> Citadel Per Transaction Fee	\$0.08
	> PayWithIt – Mobile App - one-time setup fee (includes one card sleeve)	\$99.00
	> PayWithIt - Shuttle IDTech Additional Card Sleeve	\$60.00
	> iPP350 (EMV Solution)	\$535.00
	> iSC250 (EMV Solution)	\$650.00
	> iSC480 (EMV Solution)	\$905.00
	> Trust Commerce P2PE Virtual Terminal	Pending
	<b>TrustWave</b>	
	> TrustWave - PCI Expert Premium Support	\$99.00 per year
	> TrustWave Expanded Products Offering (Exhibit B -Attachment 3)	Please See Fee Schedule
	<b>Voltage Encryption/Tokenization</b>	
	> Voltage Encryption/Tokenization	\$10.00/month per MID
	> Per Transaction Fee	\$0.05
	<b>Other Items</b>	
*****	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 June 30, 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. Merchants must be compliant within the first 15 days of the month. Merchants will be considered non-compliant on the 20th day of the month and billed for the entire month as non-compliance fees are not prorated.

\*\*\*\*\*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.



**Exhibit B  
Attachment 3**

**TrustWave Expanded Products Offering**

<b>Service</b>	<b>Description</b>	<b>Number of Tests</b>	<b>Annual Enrollment List Price</b>
<b>Tier 1 Basic Test</b>	<p><b>Managed Network Best Practices Assessment Scans</b></p> <p><b>Tier 1 Network Test: Basic Test</b>—This test will simulate a basic attack executed by an attacker of limited sophistication with minimal skills. This class of attacker (often referred to as "script kiddies") typically use freely available automated attack tools.</p>	<p>Four (4) Managed Network Best Practices Assessment Scans</p> <p>One (1) Network Tier 1 Basic Test</p>	<p><b>\$6,725.44 USD</b> /network or application</p>
<b>Tier 2 Opportunistic Threats Test</b>	<p><b>Managed Network Best Practices Assessment Scans</b></p> <p><b>Tier 2 Network Test: Opportunistic Threats</b>—This test will build upon the basic test described above and simulate an opportunistic attack executed by a skilled attacker that does not spend an extensive amount of time executing highly sophisticated attacks. This type of attacker seeks easy targets ("low-hanging fruit") and will use a mix of automated tools and manual exploitation to penetrate their targets.</p>	<p>Four (4) Managed Network Best Practices Assessment Scans</p> <p>One (1) Network Tier 2 Opportunistic Threat Test</p>	<p><b>\$11,657.43 USD</b> /network or application</p>

Service	Description	Annual Enrolment Per Network /Application
Standard Penetration Test (Single Test)	This test will build upon the basic test described above and simulate an opportunistic attack executed by a skilled attacker that does not spend an extensive amount of time executing highly sophisticated attacks. This type of attacker seeks easy targets ("low-hanging fruit") and will use a mix of automated tools and manual exploitation to penetrate their targets	\$ 4,800

### Vulnerability Scanning

Unlimited External Vulnerability Scanning – IP Count Range (Sold in multiples of 10)	Monthly \$/IP	Annual Price per IP
External Vulnerability Scanning - 10 IPs	2.50	\$ 30
External Vulnerability Scanning – 20 IPs	2.24	\$ 26.88
External Vulnerability Scanning – 50 IPs	1.92	\$ 23.04
External Vulnerability Scanning – 100 IPs	1.67	\$ 20.04
External Vulnerability Scanning – 250 IPs	1.42	\$ 17

### Security Awareness Education

Security Awareness Education (Per License)	List Price per Year
Trustwave Hosted Subscription 1-99	\$15
Trustwave Hosted Subscription 100-999	\$14
Trustwave Hosted Subscription 1,000 - 2499	\$12
Trustwave Hosted Subscription 2,500 - 4,999	\$11
Trustwave Hosted Subscription 5,000 – 9,999	\$10
Trustwave Hosted Subscription 10,000+	\$8

### App Detective Pro (Database Scanner)

App Detective Pro	List Price per Year
ADP Annual Subscription (Per database)	\$ 1,793.45
ADP Annual Subscription (Unlimited Databases)	\$ 52,000

## 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 1B (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 tiers apply for more locations. Max fee for Table 1A is \$85.00 per merchant location and for Table 1B is \$65.00 per merchant location for 4,000 or more locations.

**Table 2: Fast Food (MCC 5814), Card Not Present (MOTO/ECI: 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-\$3,999	\$7.00
5	\$4,000-\$7,999	\$9.00
6	\$8,000-\$39,999	\$15.00
7	\$40,000-\$199,999	\$45.00
8	\$200,000-\$799,999	\$120.00
9	\$800,000-\$1,999,999	\$350.00
10	\$2,000,000-\$3,999,999	\$700.00
11	\$4,000,000-\$7,999,999	\$1,500.00
12	\$8,000,000-\$19,999,999	\$3,500.00

Additional tiers apply for greater monthly gross sales volume. Max fee for Table 2 is \$40,000 for sales volume greater than or equal to \$400,000,000.

**Table 1A: High Volume MCC Merchants - Card Present<sup>1</sup>**

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
4411	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	Stationary Stores
5311	Department Stores	7012	Timeshares
5411	Grocery Stores and Supermarkets	7832	Motion Picture Theaters
5511	Car and Truck Dealers/ New/ Used		

<sup>1</sup> MCC must have 50% or more in monthly card present volume



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Branch Banking & Trust Co (BB&T)

Authorized Signature: Michael Holtzclaw Date: 11/22/2017

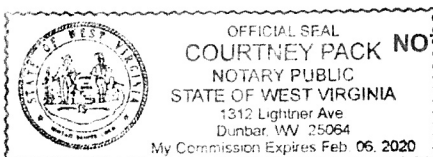
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 22 day of November, 2017.

My Commission expires Feb. 06, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

Courtney Pack

Purchasing Affidavit (Revised 07/07/2017)