



FULLY EXECUTED - CHANGE 10
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 04/18/2023
Valid From: 11/01/2016 To: 10/31/2024

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 511216

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-783-6241

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Supplier Phone Number: 954-845-5022

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



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Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:

ADVANCE REPLACEMENT WARRANTY (ARP)

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.

Manufacturer Warranty is 1 year.

Note: ARP is for purchased hardware; warranty language for leased equipment is found in the Equipment Lease Agreement

Part Number	Hardware Brand	Description	ARP Program	1 Year Beyond Mfg Warranty	2 Years Beyond Mfg Warranty	3 Years Beyond Mfg Warranty	4 Years Beyond Mfg Warranty	Comments	Addendum Required Cross Reference
N-TS240-50IJE	Digital Check	DIGITAL CHECK TS240-50, ENERGYSTAR ENHANCED, WITH INK JET 153000-72	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-30-100	Epson	CAPTURE ONE 30-100, CAP1 30-100, A41A266111	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-SINGLE	Epson	EPSON CAP ONE SINGLE SCANR (1 POCKET) C130A41A266511	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-MINIM3800	MagTek Inc	MINIMICR 3800 (22522003)	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
LTR-GEN-SWAP	First Data	SWAP Fee for ARP program. When Total number of Product replacements for all Client installations utilizing the ARP Program exceeds 10% of the total number of units installed in all Client locations on an annual basis.	n/a	waived	waived	waived	waived		TASQ Advanced Replacement Plan (ARP) Addendum

OFFLINE BAFO COST SUBMITTAL

Overview

The Cost Submittal Worksheets contained in this workbook shall constitute the Offline Best and Final Offer (BAFO) Cost Submittal and is due via email to Jennifer Habowski (jhabowski@pa.gov) by the date and time outlined in the Reverse Auction Package.

Offerors must complete ALL HIGHLIGHTED SPACES shown on the OFFLINE BAFO COST SUBMITTAL OVERVIEW and COST WORKSHEETS (Tabs 2-10).

The selected Offeror will only be reimbursed for the charges as outlined in the Offline BAFO Cost Submittal (Attachment B) and for items acquired by the Commonwealth through the Selected Offeror's Product List (Tab 10). **The pricing in the Offline BAFO Cost Submittal submitted to DGS must be consistent with the Offeror's BAFO Price submitted during the live online auction.**

****Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.****

Cost Formulation: Projected Totals

For purposes of this cost proposal, the following table presents a projection of estimated credit card volumes for Unbundled, Bundled and Non-Bank Card Costs. These projections reflect the Commonwealth's best estimate of future volumes and are based on existing applications or applications under development. No consideration is given for potential future applications. The following projected information is provided for the Offeror's use in developing its costs under this proposal and should NOT be considered a guarantee of actual transactions or dollar amounts over the life of the Contract.

OFFLINE BAFO COST SUBMITTAL

**PROJECTED FULL SERVICE PROCESSING
FOR THE FIVE YEAR PERIOD: 2017 TO 2021
(Transaction Volumes in Thousandths)**

	<u>Year 2017</u>	<u>Year 2018</u>	<u>Year 2019</u>	<u>Year 2020</u>	<u>Year 2021</u>
1. PLCB MC/VISA					
Transaction Volume:	15,319.00	16,238.00	17,212.00	18,244.00	19,339.00
Dollar Volume:	\$ 699,014.00	\$ 740,955.00	\$ 785,412.00	\$ 832,537.00	\$ 882,489.00
2. COPA MC/VISA/DIS					
Transaction Volume:	6,549.00	6,942.00	7,358.00	7,800.00	8,268.00
Dollar Volume:	\$ 309,173.00	\$ 327,723.00	\$ 347,386.00	\$ 368,229.00	\$ 390,323.00
3. PLCB DIS					
Transaction Volume:	1,228.00	1,302.00	1,380.00	1,463.00	1,551.00
Dollar Volume:	\$ 52,372.00	\$ 55,514.00	\$ 58,845.00	\$ 62,376.00	\$ 66,119.00
4. PLCB AMEX					
Transaction Volume:	1,959.00	2,077.00	2,202.00	2,467.00	2,615.00
Dollar Volume:	\$ 218,014.00	\$ 231,095.00	\$ 244,961.00	\$ 259,659.00	\$ 275,239.00
5. COPA AMEX					
Transaction Volume:	426.00	451.00	478.00	506.00	536.00
Dollar Volume:	\$ 33,291.00	\$ 35,291.00	\$ 37,405.00	\$ 39,649.00	\$ 42,028.00
6. PLCB Debit Card					
Transaction Volume:	20,799.00	22,047.00	23,370.00	24,772.00	26,258.00
Dollar Volume:	\$ 632,678.00	\$ 670,639.00	\$ 710,877.00	\$ 753,530.00	\$ 798,742.00
7. COPA Debit Card					
Transaction Volume:	-	-	-	-	-
Dollar Volume:	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.00	\$ 5.00

OFFLINE BAFO COST SUBMITTAL

Cost Submittal Worksheets (Tabs 3 - 10)

1. Offerors must enter a single rate or % (as applicable) into each of the highlighted fields on Tabs 3 - 6. The numerical rate or % (as applicable) entered must account for all costs for processing a transaction. If a cost does not apply, enter "0". DO NOT leave any highlighted fields blank, or the proposal may be rejected.
2. On Tabs 7-9, Offerors must enter into the highlighted fields any additional Gateway Fees, Merchant Account fees, and ACH fees not included in any fees previously identified in this cost submittal. Gateway fees must be a past-thru cost.
3. As part of the Offline BAFO Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth (Tab 10). The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

Evaluated Costs

For evaluation purposes, Offerors must indicate pricing in the form of the transaction fee (\$ per transaction) based upon the annual volume of transactions for each type of transaction as indicated in the Cost Submittal Worksheets. The cost submittal will be evaluated as follows:

The Commonwealth will score the Cost submittals based upon costs set forth in 3. Unbundled Rate, 4. On-line Debit Card Costs, 5. Non-Bank Card Costs, 7. Gateway Fees and 8. Merchant Account Fees

Cost will be calculated pursuant to the formulas contained in the attached spreadsheets. The spreadsheets will calculate cost by applying the \$ per transaction fee and gateway fee (as appropriate) to the projected volume of transactions over the initial five years of the contract. The spreadsheet will also calculate the estimated monthly Merchant Account Fees over the initial term of the contract. These costs will be automatically calculated in the attached spreadsheets and the Group Total cost will automatically populate into the Cost Summary. Where the formulas in the spreadsheets and this written description may differ, the formulas in the spreadsheet take precedence.

Non-Evaluated Costs

The following services will not be included as a part of the cost evaluation; however, Offerors must enter a cost for these service/products.

1. Bundled Rates
2. ACH Fees
3. Product List

OFFLINE BAFO COST SUBMITTAL

Additional Notes

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- Do not include any reiteration of the technical proposal in the revised cost submittal.
- Do **not** modify the revised cost submittal in any way .
- Do not make assumptions in the revised cost submittal or your proposal may be rejected.

**FINAL NEGOTIATED COST SUBMITTAL OVERVIEW
RFP 6100033736**

OFFEROR NAME		CONTACT PERSON	
Santander Merchant Services		Dan McCurdy	
OFFEROR ADDRESS		EMAIL ADDRESS	
5565 Glenridge Connector NE		Daniel.mccurdy@firstdata.com	
Atlanta, Georgia 30342		PHONE NUMBER	FAX NUMBER
		717-576-7200	n/a
		VENDOR NUMBER	FEDERAL ID OR SSN
		n/a	59-2126793

COST SUMMARY

Unbundled Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Unbundled Dial Up	0.0390	6,549,000	255,143.70
2017	Unbundled Leased	0.0090	15,319,000	137,245.76
2018	Unbundled Dial Up	0.0390	6,942,000	270,454.66
2018	Unbundled Leased	0.0090	16,238,000	145,479.25
2019	Unbundled Dial Up	0.0390	7,358,000	286,661.69
2019	Unbundled Leased	0.0090	17,212,000	154,205.50
2020	Unbundled Dial Up	0.0390	7,800,000	303,881.65
2020	Unbundled Leased	0.0090	18,244,000	163,451.38
2021	Unbundled Dial Up	0.0390	8,268,000	322,114.54
2021	Unbundled Leased	0.0090	19,339,000	173,261.68
Estimated Unbundled Rate for 5 years				2,211,899.81

***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

Debit Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Online Debit Dial up	0.0090	-	-
2017	Online Debit Leased	0.0090	20,799,000	186,342.10
2018	Online Debit Dial up	0.0090	-	-
2018	Online Debit Leased	0.0090	22,047,000	197,523.16
2019	Online Debit Dialup	0.0090	-	-
2019	Online Debit Leased	0.0090	23,370,000	209,376.16
2020	Online Debit Dialup	0.0090	-	-
2020	Online Debit Leased	0.0090	24,772,000	221,936.94
2021	Online Debit Dialup	0.0090	-	-
2021	Online Debit Leased	0.0090	26,258,000	235,250.29
Estimated Debit Rate for 5 years				1,050,428.65

Non-Bank Card Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Non-Bank Dial up	0.0090	426,000	3,816.61
2017	Non-Bank Leased	0.0090	3,187,000	28,552.92
2018	Non-Bank Dial up	0.0090	451,000	4,040.59
2018	Non-Bank Leased	0.0090	3,379,000	30,273.09
2019	Non-Bank Dial up	0.0090	478,000	4,282.49
2019	Non-Bank Leased	0.0090	3,582,000	32,091.80
2020	Non-Bank Dial up	0.0090	506,000	4,533.35
2020	Non-Bank Leased	0.0090	3,930,000	35,209.60
2021	Non-Bank Dial up	0.0090	536,000	4,802.12
2021	Non-Bank Leased	0.0090	4,166,000	37,323.97
Estimated Non-Bank Card Rate for 5 years				184,926.54

Monthly Merchant Account Fee

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Monthly Account Fee	239.400	75	17,955.00
2018	Monthly Account Fee	239.400	80	19,152.00
2019	Monthly Account Fee	239.400	85	20,349.00
2020	Monthly Account Fee	239.400	90	21,546.00
2021	Monthly Account Fee	239.400	95	22,743.00
Estimated Monthly Merchant Account Fees for 5 years				101,745.00

Group Total to be Evaluated for the Initial Term of the Contract - 5 Years	\$ 3,549,000.00
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***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

A. **Unbundled Rate.** Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for the unbundled rate. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 1&2 (PLCB MC/VISA and COPA MC/VISA/DIS) as outlined on Tab 1. Instructions.

Annual Volume of Transactions for Visa/MasterCard / Discover* / Offline Debit Cards *Does not include PLCB Discover processing		UNBUNDLED TRANSACTION FEE																								
		Transaction Fee for each Visa, MasterCard, Discover*, Offline Debit Card Transaction (\$ per transaction)																								
		Year 1					Year 2					Year 3					Year 4					Year 5				
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost			
0	-	5,000,000	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93
5,000,001	-	10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85
10,000,001	-	11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04
11,000,001	-	12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22
12,000,001	-	13,000,000	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41
13,000,001	-	14,000,000	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59
14,000,001	-	15,000,000	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78
15,000,001	-	16,000,000	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96
16,000,001	-	17,000,000	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15
17,000,001	-	18,000,000	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34
18,000,001	-	19,000,000	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52
19,000,001	-	20,000,000	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71
20,000,001	-	21,000,000	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89
21,000,001	-	22,000,000	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08
22,000,001	-	23,000,000	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26
23,000,001	-	24,000,000	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45
24,000,001	-	25,000,000	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63
25,000,001	-	26,000,000	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82
26,000,001	-	27,000,000	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00
27,000,001	-	28,000,000	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19
28,000,001	-	29,000,000	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37
29,000,001	-	30,000,000	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56
					3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75
					Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.

FINAL NEGOTIATED COST SUBMITTAL

B. On-line Debit Card Costs. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Online Debit Card transactions. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 6 & 7 (PLCB Debit Card and COPA Debit Card transactions) as outlined on Tab 1. Instructions.

ANNUAL VOLUME OF TRANSACTIONS FOR ONLINE DEBIT CARDS		ONLINE DEBIT TRANSACTIONS																								
		Transaction Fee for Online Debit Card Transactions (\$ per transaction)																								
		Year 2						Year 3						Year 4						Year 5						
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost			
0 - 5,000,000	\$0.00896	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93
5,000,001 - 10,000,000	\$0.00896	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85
10,000,001 - 11,000,000	\$0.00896	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04
11,000,001 - 12,000,000	\$0.00896	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22
12,000,001 - 13,000,000	\$0.00896	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41
13,000,001 - 14,000,000	\$0.00896	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59
14,000,001 - 15,000,000	\$0.00896	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78
15,000,001 - 16,000,000	\$0.00896	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96
16,000,001 - 17,000,000	\$0.00896	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15
17,000,001 - 18,000,000	\$0.00896	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34
18,000,001 - 19,000,000	\$0.00896	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52
19,000,001 - 20,000,000	\$0.00896	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71
20,000,001 - 21,000,000	\$0.00896	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89
21,000,001 - 22,000,000	\$0.00896	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08
22,000,001 - 23,000,000	\$0.00896	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26
23,000,001 - 24,000,000	\$0.00896	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45
24,000,001 - 25,000,000	\$0.00896	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63
25,000,001 - 26,000,000	\$0.00896	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82
26,000,001 - 27,000,000	\$0.00896	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00
27,000,001 - 28,000,000	\$0.00896	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19
28,000,001 - 29,000,000	\$0.00896	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37
29,000,001 - 30,000,000	\$0.00896	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56
		3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75
		Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section 1-32 of the RFP, if opted by the successful Offeror.

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

C. **Non-Bank Card Costs.** Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Discover and American Express. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 3, 4 & 5 (PLCB Dis/PLCB Amex/COPA Amex) as outlined on Tab 1. Instructions.

Note: The Commonwealth and PLCB separately contract with American Express and the finding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

Number of Transactions for American Express and Discover (Annual Volume)	Transaction Fee for American Express and Discover Transactions (\$ per Transaction)	NON-BANK CARD TRANSACTIONS															NON-BANK CARD TRANSACTIONS														
		Year 1					Year 2					Year 3					Year 4					Year 5									
		Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost						
0 - 2,000,000	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37							
2,000,001 - 2,500,000	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96							
2,500,001 - 3,000,000	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56							
3,000,001 - 3,500,000	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15							
3,500,001 - 4,000,000	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74							
4,000,001 - 4,500,000	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33							
4,500,001 - 5,000,000	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93							
5,000,001 - 5,500,000	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52							
5,500,001 - 6,000,000	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11							
6,000,001 - 6,500,000	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70							
6,500,001 - 7,000,000	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30							
7,000,001 - 7,500,000	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89							
7,500,001 - 8,000,000	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48							
8,000,001 - 8,500,000	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08							
8,500,001 - 9,000,000	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67							
9,000,001 - 9,500,000	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26							
9,500,001 - 10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85							
10,000,001 - 10,500,000	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45							
10,500,001 - 11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04							
11,000,001 - 11,500,000	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63							
11,500,001 - 12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22							
12,000,001 - 12,500,000	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82							
			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06							
			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease							

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks agency rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

FINAL NEGOTIATED COST SUBMITTAL

D. Bundled Rate. A bundled rate includes all service fees, including pass-through fees. Enter the bundled rate in the highlighted fields for both “card present” and “card not present” transactions, as outlined below. Separate fees must be presented for Visa, MasterCard, Discover*, offline Debit Cards and online Debit Cards.

Note: PA State Police is the only agency currently using the bundled rate.

B-1: Bundled Rate Year 1.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-2: Bundled Rate Year 2.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-3: Bundled Rate Year 3.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-4: Bundled Rate Year 4.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

B-5: Bundled Rate Year 5.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.*

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

E. Gateway Fees*/Set-up Fees. Identify additional gateways/set-up fees not included in any fees previously identified in this cost submittal.

*Gateway fees refers to all fees related to any technology costs associated with the overall solution (including the hosted payment page). The commonwealth expects to pay one flat fee for all technical components of the service. The gateway fees, set-up fees and ongoing fees should be passed through at cost to the commonwealth (i.e. One Time Set Up Fees Per Merchant ID and On Going Per Transaction)

Item Description	Fee
Payeezy/CommerceHub Per Transaction Gateway Fee	\$ 0.0300
Payeezy/CommerceHub Monthly Gateway Fee.	\$ 19.95
First Data Global Gateway (Payeezy/CommerceHub) Set-up Fee	\$ -

** Payeezy/CommerceHub Monthly fee waived for state agencies but does apply to CoStars

Billing #	Element
5243	GATEWAY FEES FOR CARD TRANSACTIONS
5245	GATEWAY FEES FOR ACH TRANSACTIONS
5246	CONSUMER PAYMENTS
5247	CONSUMER PAYMENTS SUMMARY PRESENTMENT
5241	ADMINISTRATION SITE PAYMENTS
5242	IMPLEMENTATION FEE
5244	IVR MINUTES
5248	ON-SITE TRAINING
5249	DEVELOPMENT SURCHARGE
5252	MONTHLY MINIMUM TRANSACTION FEE
5254	PAYMENT EMAIL NOTIFICATION

Special Fees

Commonwealth will be responsible for paying for its own costs associated with installation and configuration of Commonwealth

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5277

PayPoint Account
Validation Services

Description	Price (USD \$)
<p>This element identifies the charge for processing PayPoint transaction for One-time Credit Card transactions and Recurring Credit Card Transactions.</p> <p>Pricing does not include merchant processing fees, (i.e. interchange fees, dues, assessments, etc), custom implementations, or custom reporting.</p> <p>For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.</p>	0.08
<p>This element identifies the charge for processing One-Time eCheck Transactions and Recurring eCheck Transactions.</p> <p>Standard eCheck processing includes basic processing through TeleCheck. Additional TeleCheck services are priced and contracted separately.</p> <p>For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.</p>	0.1
<p>This element identifies the per transaction surcharge for a payment using Consumer Payments Web or Consumer Payments IVR in addition to the Gateway Fees,</p>	0.02
<p>This element identifies the per transaction surcharge to use summary presentment feature – includes uploading summary billing data and displaying it to a consumer using the Consumer Payments interface. This is in addition to the Consumer Payments and Gateway Fees,</p>	0.02
<p>This element identifies the per transaction surcharge to use the PayPoint Administration Site for making and canceling payments in addition to the Gateway Fees,</p>	0.02
<p>This element identifies the charge for implementing the PayPoint Payment Gateway.</p> <p>Maximum of ten PayPoint applications will be boarded under this pricing. Additional applications are \$100/application.</p> <p>*Waived with \$500 monthly minimum and three year contract</p>	3000*
<p>This element identifies the charge for telecommunication fees for using Consumer Payments IVR</p>	0.08
<p>This element identifies the charge for PayPoint training, if delivered on site.</p> <p>Standard Pricing includes remote training for PayPoint Administration Site and Consumer Payments, if applicable.</p>	2000
<p>This element identifies the custom development charges.</p> <p>Custom development or custom client integration are not included in the Standard Pricing and will be quoted separately.</p>	200/hour
<p>This element identifies the monthly minimum charges. This will be charged if the total of all other charges do not exceed this minimum amount.</p>	500
<p>This element identifies the charge for payment notification emails.</p>	0.01
<p>data transmission costs, including the cost of high-speed connectivity (i.e., leased line charge wealth's high-speed connections.</p>	
<p>This element applies to the account validation services that PayPoint performs:</p>	<p># of validations each calendar month</p>

<p>for each account registered to make ACH payments through the PayPoint Gateway, and for each update to such accounts, and all one-time WEB debit ACH payment transactions being processed through the PayPoint Gateway, Fiserv will perform a validation of those accounts.</p>	<p>1-50,000</p>
	<p>50,001-100,000</p>
	<p>100,001-400,000</p>
	<p>400,001+</p>
	<p>Note: Transactions for Eler Tier a</p>

Per Unit

/transaction

/transaction

/transaction

/transaction

/transaction

one-time

/minute

One-time

/month

/transaction

es) and the set-up fees

Price

\$0.27

\$0.24

\$0.21

\$0.17

ment 5277 only are Pick the
above.

Card Connect gateway fees

Tiered pricing based on annual credit card processing volume through Card Connect

Gateway only, Tokenization is mandatory

Min number of transactions
0
25001
50001
100001
250001
500001
1000001
3000001

Integration to ERP Systems

ERP system integration is charged a subscription fee as opposed to a per transaction fee . Tiers a

Tier
1
2
3
4
5

SnapPay Fee Structure
Tier
1
2
3
4
5
6
7

Hardware

Hardware*
PSU US 100-240V/8V-2A LEVEL VI
IPPxx Stand tilt & Swivel, 0-65 degrees part # SEN351013
IPPxx Stand tilt & Swivel, 0-90 degrees Part #SEN351014

IPP3XX PIN Shield. NOTE: N/A for ISC250
IDTECH SREDkey Device
IDTECH SREDkey Device
SHREDKey 2
iSC Touch 250 Stand
iSC Touch 250Stylus 296162309
296196699 Battery Pack for all ISMP4 models. Works with Wi-Dock charger.
IDK351432 Wi-Dock Single-Bay Charger. Charges 1 Wi-Case tablet case. Simultaneous charging of tablet + iSMP4. PSU w/ power cable included
ENS Conversion kit for Verifone stand
ENS Conversion kit for 250 stand
Ingenico Lane 5000 Deluxe for use with bolt / Card Connect
Ingenico Lane 7000 Deluxe for use with bolt / Card Connect
Ingenico Lane 8000
Ingenico Lane 8000Deluxe for use with bolt / Card Connect
Ingenico Link 2500
Ingenico Desk 3500
Ingenico Desk 5000

Bolt P2PE Device Fees

Tier
1
2
3
4
5
6
7

Professional services*
Card Connect Training (train the trainer)
Card Connect Project Management
Card Connect Implementation
Card Connect Programming Services

* Professional Services are time and materials (T&M) and will be quoted on a project by project basis

*Hourly rates do not include travel and expenses which are negotiated per SOW.

Maximum number of transactions	Card Gateway Fee	Token Fee
25000	0.085	0.05
50000	0.075	0.05
100000	0.065	0.05
250000	0.055	0.05
500000	0.045	0.05
1000000	0.045	0.05
3000000	0.045	0.05
+	0.035	0.05

are based on merchant's monthly processing volume through Card Connect

Monthly Processing Volume (\$)	Subscription fee Cost (\$)
0 – 2,499,999	4,500
2,500,000 – 4,999,999	5,250
5,000,000 – 7,499,999	6,500
7,500,000 – 9,999,999	8,250
10,000,000+	9,500

		Either ERP or S
Monthly tran volume	Monthly tran volume	ERP - SaaS Fees
1	25,000	\$30,000
25,000	50,000	\$32,500
51,000	100,000	\$35,000
101,000	250,000	\$37,500
251,000	500,000	\$42,500
500,100	1,000,000	\$47,500
	> 1,000,000	\$55,000

Purchase Cost	Shipping
18.00	FOB
66.00	FOB
66.00	FOB

10.00	FOB
192.00	FOB
192.00	FOB
239.00	FOB
102.00	FOB
24.00	FOB
23.00	FOB
132.00	FOB
34.80	FOB
20.00	FOB
575.00	FOB
755.00	FOB
975.00	FOB
1,150.00	FOB
575.00	FOB
265.00	FOB
419.00	FOB

		Annual Recurring Fees
# of Devices Ordered	# of Devices Ordered	Fees Per Device
1	25	\$160.00
26	100	\$140.00
101	500	\$120.00
501	1,000	\$100.00
1,001	5,000	\$80.00
5,001	10,000	\$70.00
10,000	9,999,999	\$60.00

Hourly rate
\$165 per hour
\$175 per hour
\$185 per hour
\$200 per hour

basis via a mutually agreed to Statement of Work (SOW).

Annual Recurring Fees

SOE Intg. Req'd.	Optional					Required
EIPP addition	Invoice History Year 2&3	Reconcilia tion Module	3rd Party Integratio n	Dunning Module	P2PE Per Device	Gateway Charges
\$25,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	Table Below	Table below
\$27,500	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000		
\$30,000	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500		
\$32,500	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000		
\$37,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500		
\$42,500	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000		
\$47,500	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000		

One Time		
Required	Optional	
Set-up / Configure / Implement	Re- tokenizati on	Additional Services
Billed at professional services rates below estimated \$ 20,000 to \$ 75,000 depending on project size	\$12,000	As needed

OFFLINE BAFO COST SUBMITTAL

F. Merchant Account Fee. Identify monthly merchant account fees and merchant account set-up fees.

Item Description	Fee
Monthly Fee per Merchant ID	\$ 19.95
Set up Fee per Merchant Account	\$ -
Chargeback Fee per each chargeback	\$ 5.50

OFFLINE BAFO COST SUBMITTAL

waived for State agencies . Applys for CoStars

OFFLINE BAFO COST SUBMITTAL

G. ACH Fees. Identify additional ACH fees not included in any fees previously identified in this cost submittal.

Item Description	Fee
TeleCheck® ECA Warranty Chargeable Rate	0.68%
TeleCheck® ECA Warranty Rate per check	\$0.12
TeleCheck® ECA Warranty Effective Rate	0.95%
TeleCheck® ECA Warranty Per Check \$	\$ 0.42
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ECA Verification Chargeable Rate	0.00%
TeleCheck® ECA Verification Rate per check	\$0.12
TeleCheck® ECA Verification Effective Rate	0.27%
TeleCheck® ECA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Warranty Chargeable Rate	1.25%
TeleCheck® ICA Warranty Rate per check	\$0.12
TeleCheck® ICA Warranty Effective Rate	1.52%
TeleCheck® ICA Warranty Per Check \$	\$ 0.68
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$7,500
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Verification Chargeable Rate	0.00%
TeleCheck® ICA Verification Rate per check	\$0.12
TeleCheck® ICA Verification Effective Rate	0.27%
TeleCheck® ICA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck’s Electronic Check Acceptance (ECA) offers ACH settlement within 48 hours (or two banking days). Electronically process checks at the point of sale. The TeleCheck Internet Check Acceptance (ICA) service provides a secure and easy way to accept check payments over the Internet. TeleCheck’s Internet Check Acceptance offers funding and settlement next banking day for all approved transactions received prior to 4PM CST.

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® Pro21 Warranty Chargeable Rate	0.68%
TeleCheck® Pro21 Warranty Rate per check	\$0.18
TeleCheck® Pro21 Warranty Effective Rate	1.08%
TeleCheck® Pro21 Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® Pro21 Verification Chargeable Rate	0.00%
TeleCheck® Pro21 Verification Rate per check	\$0.18
TeleCheck® Pro21 Verification Effective Rate	0.40%
TeleCheck® Pro21 Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® Pro21SM
 Back office solution for mail-in or drop box payments that authorize and electronically settle all Personal, Business and Corporate checks with least cost routing via ACH or imaging.

Back office– Not a face to face transaction-payments received in drop box or mailed in. Merchant can process checks when they have the time such as the end of the day.

Reduction in Fees– TeleCheck absorbs deposit and return fees (warranty) on behalf of the merchant.

Client is funded in 2 banking days

Item Description	Fee
TeleCheck® e-Deposit Warranty Chargeable Rate	0.68%
TeleCheck® e-Deposit Warranty Rate per check	\$0.18
TeleCheck® e-Deposit Warranty Effective Rate	1.08%
TeleCheck® e-Deposit Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® e-Deposit Verification Chargeable Rate	0.00%
TeleCheck® e-Deposit Verification Rate per check	\$0.18
TeleCheck® e-Deposit Verification Effective Rate	0.40%
TeleCheck® e-Deposit Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® e-Deposit

A point of sale or back office solution that authorizes and electronically settles all other check types via image exchange (Check 21/RDC) that are dropped off, mailed in or face to face.

Telecheck e-Deposit also offers

* Ability to accept other payment types– Money Orders, Cashier, Travelers, Insurance and Government checks can be processed

* No Risking– Items are imaged and sent to the bank-less trips to the bank

* Reporting provided– Merchant will still receive a funding report from TeleCheck showing them the transactions processed and approved

* Returns-Merchant does assume all risk.

Reduction in Fees– TeleCheck Warranty Programs absorb deposit and return fees (warranty) on behalf of the merchant.

OFFLINE BAFO COST SUBMITTAL

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.

Warranty language for leased equipment is found in the Equipment Lease Agreement

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms	
PAX s300 pinpad	PAX, S300 PINPAD PCI 4.0 (S300-000-364-02NA)	NA	NA	NA	\$200.00	N-S300-4	FOB DEST
S300 USB HUB CABLE	S300 USB HUB CABLE for use with Pax s300	NA	NA	NA	\$30.00	CBL-04030000177	FOB DEST
FIRST DATA 150 Terminal	FD150 terminal PCI 5 N-FD-150	\$35.93	\$29.94	\$61.95	\$549.00	N-FD-150	FOB DEST
FIRST DATA RP10 Pin pad	N-RP10 Pin Pad for use with FD150	\$12.93	\$9.94	\$32.95	\$219.00	N-RP10	FOB DEST
Verifone ENGAGE,P200 pin pad	ENGAGE,P200,NAA NON TOUCH ,128MB+256MB,2 SAM, STD KEYPAD,PG 1.3(M430-003-01-NAA-5), PCI 5 N-P200	\$12.93	\$9.94	\$32.95	\$219.00	N-P200	FOB DEST
Verifone ENGAGE, V400C PLUS	ENGAGE, V400C PLUS, CTLS, NAA, DE, STD KPD, NO BATT, 512/512MB(M425-053-04-NAA-5), PCI 5 N-V400CPLUS	\$39.93	\$32.94	\$66.95	\$699.00	N-V400CPLUS	FOB DEST
Verifone ENGAGE, V400M Terminal	ENGAGE, V400M,NAA,PORTABLE,TOUCH,4G/BT/WIFI,STD,KPD ,CTLS/BATT,LARGE MEMORY,PCI 5.0(M475-013-34-NAA-5), PCI 5 N-V400M	\$39.93	\$32.94	\$66.95	\$699.00	N-V400M	FOB DEST
Ingenico Lane 5000 P2PE non Card Connect	Ingenico Lane 5000. 3.5" Display, Stylus, POE, USB + RS232, Contactless, Audio Jack, Ethernet PCI V5 Must be used Semi intergrated	NA	NA	NA	\$ 492.00	N-LANE5000/TBD	FOB DEST
Ingenico Lane 7000 Standard P2PE non Card Connect	Ingenico Lane 7000 Standard Plus 5" AWWA Display USB, RS232, ETH, CLESS, POE. PCI V5 Must be used Semi intergrated	NA	NA	NA	\$ 536.00	N-LANE7000+	FOB DEST
Ingenico Deluxe Lane 7000. P2PE non Card Connect	Ingenico Deluxe Lane 7000. 5" Display, Stylus, POE, USB + RS232, Contactless, Audio Jack, Ethernet Switch, Wi-Fi. BLE, BT. PCI V5 Must be used Semi intergrated	NA	NA	NA	\$ 629.00	N-LANE7000	FOB DEST
Ingenico Wall plug	Ingenico Wall plug PSU for US 110V- Lane 3000, 5000, and 7000	NA	NA	NA	\$ 26.00	PWR-296196003	FOB DEST
Ingenico Lane 7000 Stack stand	Ingenico Lane 7/8000 Stack stand – ABS/PC tilt / swivel base with Lane 7/8000 UPM. Includes glue pad. Non-locking. To lock, add SEN351603. Plastic stand	NA	NA	NA	\$ 62.00	SEN351573	FOB DEST
Ingenico Push Lock	Ingenico Push Lock For use on Lane Series using UPM system	NA	NA	NA	\$ 33.00	MIS-SEN351603	FOB DEST

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms	
Ingenico Lane7000 /8000 duratilt stand	Ingenico Lane7000 /8000 duratilt stand - tilt/swivel steel base with Lane/7000 & Lane/8000 UPM. Includes glue pad Non-locking.	NA	NA	NA	\$ 80.00	STCK-SEN351574	FOB DEST
Magtek Mini USB Card Reader	Magtek Mini USB Card Reader 21040109	n/a	n/a	n/a	\$199.00	N-miniM-usb	FOB DEST
Magtek Mini Micr 3800 Check Reader works with FD150	Magtek Mini Micr 3800 Check Reader Needs cable kit KIT-FD-MAG CBL	\$12.93	\$9.94	n/a	\$249.00	N-MINIM3800	FOB DEST
USB Epson Check Imager Package	Epson CaptureOne DUAL SIDED IMAGER (replaces the Excella22310102 part# CAP1-30-100 and Power Cord-US 3 Prong 6 FT(attaches to power pack) part# CBL-07152-02 and USB Cable Digital Check TSXXX / Canon CR-25 CR-55 / P7000S (A to B) part# CBL- CA0039 and Power Supply EPSON 220E/325/375/675/6000/9000/9100 W/ US Cord part# PWR-C825343 and Ink Cartridge EPSON Capture One Franking part# MIS-EFC-01 Available TeleCheck products for this device are;Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$28.93	\$22.94	n/a	\$699.00	N-CAP1-30-100	FOB DEST
Serial Magtek Check Scanner Package	Magtek Image Safe Scanner (replaces the MDX22360001) part# 22370001 and Cable- USB Cable Digital Check TSXXX, Canon CR-25 CR-55, P7000S part # CBL-CA0039 and Power Supply part# PWR-64300090 Available TeleCheck products for this device are; ECA, Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD Works with Clover	\$19.93	\$14.94	n/a	\$499.00	N-MAG2237001	FOB DEST
ZH10 FD100/MAGTEK CHECK READER CABLE KIT works with FD150	ZH10 FD100/MAGTEK CHECK READER CABLE KIT allows the Mag teck mini to connect to FD150	n/a	n/a	n/a	\$4.29	KIT-FD-MAG CBL	FOB DEST
PWR SUPPLY VX520/FD55 PWR252-001-02-A	PWR SUPPLY VX520/FD55 PWR252-001-02-A	n/a	n/a	n/a	\$6.02	PWR-252-011-02A	FOB DEST
POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	n/a	n/a	n/a	\$10.04	PWR-64300090	FOB DEST
POWER ADAPTOR (MAGTEK)	POWER ADAPTOR (MAGTEK)	n/a	n/a	n/a	\$7.04	PWR-MAGTEK	FOB DEST
TransArmor	TransArmor - tokenization - fee is per transaction	n/a	n/a	n/a	\$0.01	TransArmor	n/a
TransArmor P2PE	TransArmor P2PE - tokenization - fee is per transaction	n/a	n/a	n/a	\$0.03	TransArmor	n/a

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms
Address Verification Service (AVS)	Address Verification Service (AVS) - fee is per transaction	n/a	n/a	n/a	waived	Address Verification Service (AVS) Fee n/a
PCI Compliance Program Fee	PCI Compliance Program Fee - charged per Merchant Id (MID) per year, waived for Level 1 and 2 Merchants	n/a	n/a	n/a	\$99.00	PCI Compliance Program Fee n/a
PCI Non-Compliance Fee	PCI Non-Compliance Fee - charged per Merchant Id (MID) per Month, Cost for Non-Compliance with PCI; waived for PCI Level 1 and Level 2 Merchants	n/a	n/a	n/a	\$19.95	PCI Non-Compliance Fee n/a
PCI-RAPID-COMPLY	First Data's PCI Rapid Comply simplifies the PCI DSS process. It will assist level 3 and 4 merchant to complete the components required for compliance certification, which include a Self-Assessment Questionnaire (SAQ). Applicable to PCI level 3 and 4 merchants.	n/a	n/a	n/a	Waived for Commonwealth agencies, available to COSTARS participants via the TransArmor bundle	PCI-RAPID-COMPLY n/a
Smart Routing	Smart Routing for Card present debit transactions - charged per debit transaction	n/a	n/a	n/a	\$0.003 per debit transaction	Smart Routing n/a
No-Problem-Found (NPF) Repair / Repair Diagnostic Fee	For denied warranty Claims where the client elects to not have the unit repaired once quoted or for returned equipment that tests out as No-Problem-Found (NFP).	n/a	n/a	n/a	\$45 per unit, shipping is not included	No-Problem-Found (NPF) Repair / Repair Diagnostic Fee Merchant Pays for shipping to First Data unless cover by ARP. Returned item shipping by Merchant unless repairs covered by ARP or manufacturer Warranty.
Programming fees						
Debit Key Injection (per injection)		n/a	n/a	n/a	\$15	n/a n/a
TransArmor Encryption Key Injection (per injection)		n/a	n/a	n/a	\$39	n/a n/a
Application Load (per load)		n/a	n/a	n/a	\$10	n/a n/a
EVM Application Load		n/a	n/a	n/a	\$10	n/a n/a

Additional Products and Services					Unit base	
DataFile Manager (DFM) Setup Fee	Raw Data and report wizard. A contract product addendum will be required to order this.	n/a	n/a	n/a	\$3,125.00 one time set up fee	n/a

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms
DataFile Manager (DFM) per User per Month fee	DFM user fee charged monthly	n/a	n/a	n/a	\$165.00 per month per user	n/a
Legacy Data Conversion - any Token to TransArmor Tokens	Bulk conversion of old tokens to new Trans Armor tokens. Cost is per token submitted for conversion.	n/a	n/a	n/a	0.05 per token converted	n/a
Card Brand decals LARGE 6 X 8 IN	DEC-6SPOT-LRG (TP) VISA-M/C-DISC-DCI-JCB-AMEX LARGE 6 X 8 IN	n/a	n/a	n/a	\$3.35	DEC-6SPOT-LRG
Card Brand decals MEDIUM	DEC-6SPOT-MED (TP) DECAL, VISA-M/C-DISC-DCI-JCB-AMEX MEDIUM	n/a	n/a	n/a	\$0.55	DEC-6SPOT-MED
Card Brand decals SMALL WINDOW 4 X 5 IN	DEC-V/M DECAL-S (TP) DECAL, VISA-MC SMALL WINDOW 4 X 5 IN	n/a	n/a	n/a	\$0.80	DEC-V/M DECAL-S

OFFLINE BAFO COST SUBMITTAL

Addendum Required
not available for rent or lease
n/a
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
n/a
n/a
n/a
n/a
TransArmor Addendum or TransArmor bundle
new

OFFLINE BAFO COST SUBMITTAL

Addendum Required
n/a
n/a
n/a
TransArmor Bundle for COSTARS participants. First Data Relational Manager will generate userids for Commonwealth agencies that are level 3 or 4 merchants that wish to use the service. http://www.pcirapidcomply.com
n/a
n/a

OFFLINE BAFO COST SUBMITTAL

Addendum Required

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

CLOVER EQUIPMENT

Manufacturer Warranty is 1 year. **All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.** **Warranty language for leased equipment is found in the Equipment Lease Agreement**

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase (Old Contract Price) or new item price	Part Number	Addendum Required	Notes
Clover Mini w/ Accessory Kit 3rd Gen	Clover Mini gen 3 with Accessory kit (Wifi, Cellular) all the power cables, mini hub, The screw driver for the sim card slot, 1 roll of thermal paper	n/a	n/a	n/a	\$679.00	N-CLVRMIN3YJ3C + N-CLVRMIN3AKIT	Clover Addendum	
Clover Mini 3rd Generation Pin Shield	Pin Pad Shield for Clover mini gen 3	n/a	n/a	n/a	\$19.00	MIS-CLVRM3PSHLD	Clover Addendum	
Clover Mini 3rd Generation Swivel Stand	Swivel stand for Clover mini Gen 3	n/a	n/a	n/a	\$48.00	STCK-CLVRM3SWSD	Clover Addendum	
Clover Mini 3rd Generation ADA Pad	ADA pad for Clover mini Gen 3	n/a	n/a	n/a	\$30.00	MIS-CLVRM3ADAPD	Clover Addendum	
Clover Station Duo WIFI w/ Printer, Terminal & Starter Kit	Clover Station Duo (WIFI, Lan and Cellular) with printer and starter kit Comes with a Clover Mini to be tethered for customer facing	n/a	n/a	n/a	\$1,833.00	N-FDTABYJ3BSPD + N-YJ5500BASIC + N-FDYJ3BSPTWF + N-FDTABYJ3BSPSK	Clover Addendum	
Clover Station Duo WIFI w/ Printer, Terminal, Starter Kit & Cash Drawer	Clover Station Duo (WIFI, Lan and Cellular) with printer and starter kit Comes with a Clover Mini to be tethered for customer facing and a Cash draw. Lock for Cash Draw sold seperatly.	n/a	n/a	n/a	\$1,938.00	N-FDTABYJ3BSPD + N-YJ5500BASIC + N-FDYJ3BSPTWF + N-FDTABYJ3BSPSK + N-FDCDWCYJ1	Clover Addendum	
Clover Station Bar Code Scanner (Motorola)	CLOVER BAR CODE SCANNER KIT-BLK (MOTOROLA), W/CBL, STAND LI2208-7U21SG-10, PLUG AND PLAY	n/a	n/a	n/a	\$128.80	N-LI2208-PPSW	n/a	
Clover Station STAR Friction Printer	SP742ME STAR FRICTION PRINTER WITH LAN 39336530 REPLACED W/MFG 39336531 (SP742ME) VERSION	n/a	n/a	n/a	\$336.00	N-SP742ML	n/a	
Clover Station Value Scan Barcode Scanner	VALUE SCAN II - USB, BLACK, MID-RANGE CCD BARCODE SCANNER (IDBA-4244MRB)	n/a	n/a	n/a	\$61.00	N-IDBA-4244MRB	n/a	
Clover Station Cash Drawer	CASH DRAWER YJ1(FAYJ1006010,REV3A)	n/a	n/a	n/a	\$99.00	N-FDCDWCYJ1	n/a	
1 ROLL PAPER 3 1-PLY	1 ROLL PAPER 3 1-PLY	n/a	n/a	n/a	\$0.40	1P31	n/a	
1 ROLL PAPER THERMAL (T77)	1 ROLL PAPER THERMAL (T77)	n/a	n/a	n/a	\$1.02	1PT77TH	n/a	
Clover Ribbon Kit	KIT, RIBBON, RC700BR, SP700 PRINTER, 1.5 MILL BLACK/750K 30980720	n/a	n/a	n/a	\$2.36	1RSF742ML	n/a	
Clover Cable YJ1	CABLE - CLOVER YJ1 CABLE ASSY PACK SP, 1HYGZZ0714	n/a	n/a	n/a	\$10.04	CBL-YJ1CBL-PK	n/a	
Clover EE12 Decal	EE12 (TP) DECAL, QUEST (DEBIT)	n/a	n/a	n/a	\$0.44	DEC-QUEST	n/a	
Clover EEI3 Decal	EE3 (TP) DECAL, ECA DECAL AZ,CA,WA DC,IL,MA,ME, MO, NC, NH, NV, OK, RI,VT,WI,WV	n/a	n/a	n/a	\$0.41	DEC-TML187	n/a	
Clover EBT Decal Kit	EBT KIT SEE STATE FOR DECAL	n/a	n/a	n/a	\$2.41	KIT-EBTD	n/a	
Clover Cleaning Cloth	ASUS CHAMOIS MICROFIBER CLEANING CLOTH (6"X5") COLOR=GREY	n/a	n/a	n/a	\$0.89	MIS-ASUS-TODDY	n/a	
Clover Cash Drawer Locking Lid	LOCKING LID CASH DRAWER METAL (FAYJ1009,3A) US	n/a	n/a	n/a	\$8.04	MIS-YJ1CDW-LID	n/a	
Clover 5 Coin Tray	5 COIN TRAY CASH DRAWER YJ1 (FAYJ1008010) - US	n/a	n/a	n/a	\$16.04	MIS-YJ1CDW-TRAY	n/a	
Clover Merchant KeyPAD	CLOVER MERCHANT KEY PAD (AEYJ3000010) (US)	n/a	n/a	n/a	\$35.04	MIS-YJ3-KEYPAD	n/a	
Clover Yj1 Power Cord (US)	CLOVER YJ1 ADP 24V 120W + POWER CORD (US) SP, 1AC0ZZ012T	n/a	n/a	n/a	\$26.04	PWR-YJ1PWR-PK	n/a	
Clover Y13 Adaptor Cord (US)	YJ3 POWER ADAPTER + CORD (US), (AG12033B002 + DM333101417) (US POWER ADAPTER + CABLE	n/a	n/a	n/a	\$24.27	PWR-YJ3PWR-PK	n/a	
Clover FLY-RSASEC-CLVR	SECURITY AND COMPLAINE FLYER – CLOVER STATION	n/a	n/a	n/a	\$0.50	FLY-RSASEC-CLVR	n/a	
Clover HKIT-GENRC-CLVR	HKIT GENERIC CLOVER STATION	n/a	n/a	n/a	\$3.80	HKIT-GENRC-CLVR	n/a	
Clover KIT-SDCS-COMBO	1 PACK OF 10 EA SD-59083M AND CS-69083M	n/a	n/a	n/a	\$0.04	KIT-SDCS-COMBO	n/a	
Clover LBL-BAJV-BOXLBL	BAJV BOX LABEL	n/a	n/a	n/a	\$0.08	LBL-BAJV-BOXLBL	n/a	
Clover B1 PAPER-PRTPAK	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mini	n/a	n/a	n/a	\$0.49	PAPER-PRTPAK	n/a	
Clover B1 PAPER-PPRTPAK case	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mini 72 rolls	n/a	n/a	n/a	\$30.00	72PPRTPAK	n/a	

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase (Old Contract Price) or new item price	Part Number	Addendum Required	Notes
Clover go v 3	MAG STRIPE, CHIP & SIGNATURE AND NFC READER (RP457C-0BP8852B), BLUETOOTH CONNECTIVITY- NEW SLIM FORM FACTOR (FDC-V3)	n/a	n/a	n/a	\$89.00	N-RP457BT-FDC	Clover go addendum	
Clover Go v3 Clip	457C UNIVERSAL CLIP FOR NFC READER (367-4459), NEW SLIM FORM FACTOR (UNIVERSAL CLIP-V2)	n/a	n/a	n/a	\$15.00	MIS-RP457BT-CLP	n/a	
Clover Go Dock	457C STAND FOR NFC READER (RP457C-CRP8852A), BLUETOOTH CONNECTIVITY- NEW SLIM FORM FACTOR (STAND-V2)	n/a	n/a	n/a	\$29.00	STCK-457BT-DOCK	n/a	
Clover GO Monthly Fee	Clover GO Monthly Fee	n/a	n/a	n/a	\$9.95	Clover GO Monthly Fee	NA	
Clover Flex V3 Terminal & Accessory Kit	Clover Flex terminal WiFi and LTE , the Charging cradle, The screw driver for the sim card slot and all the power cables that attach to the cradle.1 roll of thermal paper	n/a	n/a	n/a	\$613.00	N-CLVRFLX3YJ6 + N-CLVRFLX3AKIT	Clover Addendum	
Clover Flex V3 Silicon Sleeve	Protective sleeve for Clover Flex	n/a	n/a	n/a	\$12.00	MIS-CLVRF3SSLV	n/a	
Clover Flex V3 ADA Pad	ADA pad for Clover Flex	n/a	n/a	n/a	\$17.00	MIS-CLVRF3ADAPD	n/a	
Clover Wireless data plan	Clover Flex data plan -Wireless fee \$15/month (up to one Gigabyte of data) with 1st month free. Overage charges (will only affect a small number of merchants) of \$15 per Gigabyte over 1.	n/a	n/a	n/a	\$15/month per 1GB used	Clover Wireless data plan	n/a	
Register Lite software Now called Essentials	Register Lite software for the Flex, Mini, Mobile	n/a	n/a	n/a	\$14.95	n/a	n/a	
Register Software	Register Software Software for Clover Station	n/a	n/a	n/a	\$44.95	n/a	n/a	
Clover Imager N-CLOVER_DS9208	MOTOROLA, DS9208, 1D/2D IMAGER, USB KIT, INCLUDES RANGE SCANNER,7FT STRAIGHT USB CABLE, BLK (HANDS FREE/STANDALONE) (DS9208-SR433U21Z)	n/a	n/a	n/a	\$193.01	N-CLOVER_DS9208	n/a	
MIS-KEY-001	KEY, CLOVER CASH DRAWER KEY 001	n/a	n/a	n/a	\$3.04	MIS-KEY-001	n/a	
MIS-KEY-002	KEY, CLOVER CASH DRAWER KEY 002	n/a	n/a	n/a	\$3.04	MIS-KEY-002	n/a	
3Yr Clover Care - Flex V3	Clover Care plan per device for 3 years.	n/a	n/a	n/a	\$49.00	CLVRCR-3YR-FLX3	Clover care plan addendum	
3Yr Clover Care - Flex 2 WF	Clover Care plan per device for 3 years.	n/a	n/a	n/a	\$49.00	CLVRCR-3YR-F2WF	Clover care plan addendum	
3Yr Clover Care - Mini V3	Clover Care plan per device for 3 years.	n/a	n/a	n/a	\$80.00	CLVRCR-3YR-MIN3	Clover care plan addendum	
3Yr Clover Care - Solo	Clover Care plan per device for 3 years.	n/a	n/a	n/a	\$142.00	CLVRCR-3YR-SOLO	Clover care plan addendum	
3Yr Clover Care - Duo WF	Clover Care plan per device for 3 years.	n/a	n/a	n/a	\$232.00	CLVRCR-3YR-SDWF	Clover care plan addendum	



FULLY EXECUTED - CHANGE 9
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 06/14/2022
Valid From: 11/01/2016 To: 10/31/2023

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 511216

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-346-3820

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Supplier Phone Number: 954-845-5022

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 9
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 06/14/2022
Valid From: 11/01/2016 To: 10/31/2023

Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 8
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 03/26/2021
Valid From: 11/01/2016 To: 10/31/2022

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-346-3820

Your SAP Vendor Number with us: 511216

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Supplier Phone Number: 954-845-5022

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 8
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 03/26/2021
Valid From: 11/01/2016 To: 10/31/2022

Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 7
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 02/12/2021
Valid From: 11/01/2016 To: 10/31/2021

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-346-3820

Your SAP Vendor Number with us: 511216

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Supplier Phone Number: 954-845-5022

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 7
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 02/12/2021
Valid From: 11/01/2016 To: 10/31/2021

Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:

**AMENDMENT
NUMBER 5 TO
CONTRACT NO. 4400016084**

This Amendment Number 5 to Contract No. 4400016084 (the “Contract”) is by and between First Data Merchant Services, LLC (“Contractor”) and the Commonwealth of Pennsylvania, acting through the Department of General Services (“DGS”).

WHEREAS, the Contractor and DGS entered into the Contract, identified as SRM No. 4400016084, for the provision of Electronic Payment Processing services beginning with contract execution and ending October 31, 2021;

WHEREAS, the Contractor and DGS agreed, pursuant to Amendment Number 3 to Contract No. 4400016084, for the Contractor to provide SnapPay Payment Gateway Integration Services (“SnapPay Services”) to the Commonwealth of Pennsylvania (“Commonwealth”);

WHEREAS, The Contract includes the Final Negotiated Terms and Conditions, including the Non-Commonwealth Hosted Applications/Solutions, that allows the Commonwealth to add additional Licensed Products through Attachment 1 to Exhibit A of the Contract;

WHEREAS, The Commonwealth and the Contractor agree to add the SnapPay Payment Gateway Integration Services to the Contract as a Licensed Product to Attachment 1 of Exhibit A to the Contract;

WHEREAS, The Commonwealth and the Contractor also agree to additional service requirements as stated in this Amendment No. 5 for the SnapPay Payment Gateway Integration Services;

NOW THEREFORE, for valuable mutual consideration and intending to be legally bound hereby, the parties agree as follows:

- 1) This Amendment Number 5 revises Attachment 1 to Exhibit A of the Contract and adds SnapPay Payment Gateway Integration Services as a Licensed Product to the Contract. A revised Attachment 1 to Exhibit A of the Contract is attached to this Amendment as Exhibit A.
- 2) The Commonwealth and the Contractor agree to incorporate additional service requirements that apply to the SnapPay Payment Gateway Integration Services as evidenced in Exhibit B SaaS Services Addendum to the MPA Terms and Conditions, to this Amendment.
- 3) The SnapPay Services provided, transactions processed and other matters contemplated under Amendment Numbers 5 and 3 are subject to the SaaS Addendum to the MPA Terms and Conditions and the MPA, as applicable, except to the extent the terms of Amendment Numbers 5 and 3 and the SaaS Addendum to the MPA Terms and Conditions directly conflict with another provision of the MPA Terms and Conditions, in which case the order of precedence shall be: the Final Negotiated Terms and Conditions, the Card Organization Rules, Amendment Numbers 1 through 5, the SaaS Addendum to the MPA Terms and Conditions and the MPA Terms & Conditions.

- 4) Except as amended by this Amendment Number 5, all other terms and conditions of the Contract and Amendment Numbers 1 through 4 shall remain as originally written.

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LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have signed this Amendment Number 5 to the Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, paragraph 12 Signatures.

WITNESS:

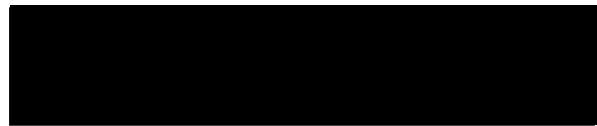
CONTRACTOR:

Cari McCullough
Signature

[Signature]
Signature

Cari McCullough 12/30/2020
Printed Name/Date

Shane McCullough Authorized Signer
Printed Name/Title/Date 12/30/2020



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

APPROVED:

To be obtained electronically
Comptroller Date

EXHIBIT A to AMENDMENT NUMBER 5

ATTACHMENT 1

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth additional products may be added to this attachment by Licensor providing Commonwealth with a new copy of this Attachment 1.

Licensed Product:

The Licensed Product includes:

SnapPay Payment Gateway Integration Services

EXHIBIT B to AMENDMENT NUMBER 5

SaaS Services Addendum to the MPA Terms and Conditions

1. Agreement.

- 1.1. The Commonwealth and Contractor agree to all of the provisions of this Addendum, and further agree that this Addendum shall modify the Contract by adding the Services set forth herein.
- 1.2. The Commonwealth and Contractor agree that the Services defined below and set forth herein shall be provided by the Contractor and its affiliates, and not Bank.
- 1.3. The Parties understand and agree that the Services may be provided by the Contractor or one of its affiliates. Any tasks and obligation provided by Contractor's affiliates under Contract shall be deemed to be provided by the Contractor and the terms and conditions of the Contract shall apply to the Contractor and its affiliates as if they are one entity.
- 1.4. The Commonwealth acknowledges that:
 - (1) the service levels in Appendix 1 - SnapPay Services (**Support**) to this Addendum will apply to the SaaS Services,
 - (2) the SaaS Services are listed in the Contract and the Final Negotiated Terms and Conditions, as the SnapPay Services;
 - (3) the Commonwealth agrees to pay the Fees for such services as set forth in accordance with the Contract; and
 - (4) the general SnapPay Services deliverables in Appendix 2 – SnapPay Services to this Addendum, as may be updated by the parties in the form of a task order will apply to the SaaS Services

2. Background.

- 2.1. The Contractor, by itself or through its affiliates, provides the Commonwealth with business software solutions for different payment types, including: system integration gateways (**Gateways**); payment processing SaaS platforms to facilitate the acceptance of payments (the **Hosted Service**); and other software related services (**Project Services**), as set forth herein or in an attachment to this Addendum, which together are the **SnapPay Services** under the Contract.
- 2.2. The Contractor grants to the Commonwealth (and its approved affiliates only) a limited, non-exclusive, non-transferable and non-assignable, right to use the SnapPay Services for its own internal business purposes and only in accordance with the terms of the Contract.

3. **The Commonwealth and User Service Usage Requirements:**

- 3.1. The Commonwealth will:
 - 3.1.1. Cause its users to comply with this Contract and is solely responsible for its users' compliance with this Contract (to the extent applicable to the users' activities in using the SnapPay Services);
 - 3.1.2. Promptly notify the Contractor of any unauthorized access or use and take steps as may be necessary to prevent additional unauthorized access or use as outlined in Exhibit A to this Amendment;

EXHIBIT B to AMENDMENT NUMBER 5

- 3.1.3. Use the SnapPay Services (including Rented Devices) only in accordance with user documentation that the Contractor may provide and for the purposes set forth by the Contractor;
- 3.1.4. Ensure: that (a) each transaction shall be genuine and the result of a bona fide transaction for the sale of goods and services sold by the Commonwealth; and (b) the Commonwealth will apply transaction proceeds solely to satisfy the payment obligations owed to the Commonwealth for the sale of goods and services sold and not any other payment obligations of the party that initiated the transaction to include that it may not use the SnapPay Services to receive funds to pay obligations of the Commonwealth's customers or users; and
- 3.1.5. Comply with all applicable laws, including those of the ACH networks, Card Networks, and PCI-DSS, to the extent applicable to the Commonwealth.
- 3.2. The Commonwealth agrees that it will not, and will not permit its users to:
 - 3.2.1. permit unauthorized access to or use of the SnapPay Services or data in the SnapPay Services;
 - 3.2.2. resell, redistribute, or otherwise make the SnapPay Services available to any third party and will not use the SnapPay Services to provide services to any third party (for example, business process outsourcing, service bureau applications, time-sharing, or third party training) without the Contractor's express written consent (which may be withheld in the Contractor's sole discretion and may be subject to additional fees and terms);
 - 3.2.3. store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - 3.2.4. knowingly use or permit the SnapPay Services to store or transmit viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs;
 - 3.2.5. interfere with or disrupt the integrity or performance of the SnapPay Services, or third-party data contained in the SnapPay Services;
 - 3.2.6. knowingly send to or give the Contractor access to, any unencrypted, personally identifiable information or consumer data, except for the intended purpose;
 - 3.2.7. attempt to gain unauthorized access to the SnapPay Services, or their related systems or networks;
 - 3.2.8. submit any transaction in connection with the SnapPay Services that is illegal;
 - 3.2.9. receive funds from any person, user, or customer through a transaction for the purpose of making any payment to a third party on behalf of such person that would constitute the provision of money transmission services for the benefit of such person;
 - 3.2.10. deposit a Transaction receipt that is either fraudulent or not authorized;
 - 3.2.11. engage in any activity or submit any Transaction (in connection with the SnapPay Services) that:
 - 3.2.11.1. fails to comply with laws and rules, standards, and guidelines promulgated by the ACH Networks, Card Networks, PCI-DSS, or the Federal Trade Commission to the extent applicable to Commonwealth; or
 - 3.2.11.2. except as required by applicable laws, may cause the Contractor to be subject to investigation, prosecution, or legal action.

EXHIBIT B to AMENDMENT NUMBER 5

- 3.3. The Commonwealth agrees that it is solely responsible for:
 - 3.3.1. the accuracy, quality, integrity, and legality of all transactions and information it submits to the SnapPay Services (**Commonwealth Data**), and of the means by which it acquired all Commonwealth Data;
 - 3.3.2. the security of data residing on servers owned or operated by the Commonwealth or a third party designated by the Commonwealth (other than the Contractor);
 - 3.3.3. ensuring that all Commonwealth Data is encrypted before sending the Commonwealth Data; and
 - 3.3.4. maintaining any necessary records of Commonwealth Data and transactions.

4. System Passwords and Security.

4.1. Passwords.

- 4.1.1. Parts of the SnapPay Services are password protected. The Commonwealth will solely and exclusively control the creation and provision of passwords for access to the SnapPay Services.
- 4.1.2. Except for access to the SnapPay Services by the Contractor, or access to the SaaS Services granted by the Contractor to a third party, the Commonwealth is responsible for the confidentiality of any passwords and any access obtained by the Commonwealth generated passwords, and the Commonwealth is responsible for all access to the SnapPay Services other than the Contractor's access.
- 4.1.3. The Contractor will promptly suspend access rights for a Commonwealth-generated password if the Commonwealth informs the Contractor in writing (including via electronic mail) of potentially improper access to or use of the Commonwealth-generated password.

4.2. Security Certificates.

- 4.2.1. The SnapPay Services may include issuing to the Commonwealth of a security certificate to enable secure and encrypted communications between the Commonwealth and the SnapPay Services.
- 4.2.2. The Commonwealth acknowledges that those security certificates are provided by third party certificate authorities.
- 4.2.3. The Commonwealth will reasonably cooperate with the Contractor as required related to the issuance and maintenance of security certificates.

4.3. Security.

The Commonwealth agrees that it is responsible for: (1) the safety, security, and administrative safeguards of its systems, (2) unauthorized access through the Commonwealth's systems, SnapPay Services, or the Contractor Systems as a result of the Commonwealth's integration with the Contractor's systems, or the Commonwealth's receipt of the SnapPay Services, other than access by the Contractor ; and (3) access to the Commonwealth's systems, the SnapPay Services, or the Contractor systems through the Commonwealth's integration with the Contractor systems, or the Commonwealth's receipt of the SnapPay Services, other than access by the Contractor .

EXHIBIT B to AMENDMENT NUMBER 5

Appendix 1 – SnapPay Services Support

1 General Maintenance

- 1.1 General maintenance for the SnapPay Services is included in the Fees as outlined in the Contract. The Support set forth in this Appendix will apply to the SnapPay Services, and the Service Levels set forth in the Agreement will not apply to the SnapPay Services.
- 1.2 Contractor will provide fixes and updates for the SnapPay Services that Contractor may make generally available to the Commonwealth as part of its standard maintenance services (**Updates**).
- 1.3 Contractor will make available advice and assistance to use the SnapPay Services and diagnose and correct problems that the Commonwealth may encounter (**Hot-Line Support**).
- 1.4 Contractor makes available the Hot-Line Support remotely by telephone or email communication during Contractor's normal SnapPay Services Hot-Line Support business hours in effect from time to time (currently 9:00 A.M. to 5:00 P.M. (CST or CDT)).

EXHIBIT B to AMENDMENT NUMBER 5

Appendix 2 – SnapPay Services

- (1) SnapPay Hosted Services
 - (1) Hosting of Solution
- (2) Gateway Services
 - (2) The Gateway provides a method for card present and key entered credit card payment processing
- (3) Tokenization
 - (3) Tokenization of all credit cards
 - (4) Removed data at rest from PCI scope
- (4) Support
 - (5) Contractor will provide 24 x 7 x 365 support for this solution (as further outlined in Attachment 1 to Appendix 2 – SnapPay Services)
 - (6) Specific to this solution you will have a dedicated Enterprise Account Manager who will be able to assist you in addition to the standard support
- (5) P2PE Device Hosting
 - (7) Encryption of Card number upon entry—PCI Validated Integration
 - (8) Reduces PCI scope for POS Systems
- (6) Bolt/ISMP4
 - (9) Bolt provides deployment and management functionality for P2PE devices
 - (10) Bolt is Cloud based—providing rapid manageable deployment
 - (11) Bolt provides ongoing Management allowing faulty devices to be identified and addressed quickly
 - (12) The ISMP4 is a wireless Ingenico P2PE device that is managed through Bolt
- (7) CardPointe & Virtual Terminal
 - (13) CardPointe will provide a centralized, transparent environment to enable you to manage your divisions and individual locations in a simple, flexible manner
 - (14) CardPointe will also provide a Virtual Terminal for use during the Interim solution
- (8) Project Services
 - (15) Project Management—A Project manager will be assigned to deploy the Wireless P2PE devices across the approximately 150 locations
 - (16) Training—In the Interim solution training will be provided on the CardPointe Virtual Terminal
 - (17) Product Specialist—As the Project Manager requires a Product Specialist

EXHIBIT B to AMENDMENT NUMBER 5

will be involved to help with technical issues

Attachment 1 to Appendix 2 – SnapPay Services

Issue Qualification and Response Protocol

First Data classifies Company issues by Severity Level to effectively allocate resources and respond to Company in a timely manner. Once qualified, issues are treated according to the following response protocols. First Data will provide Technical 24 x 7 Support Services for Critical issues until resolution or a fix has been implemented. First Data will provide Technical Support Services during Business Hours for High and Moderate issues.

Issue Qualification			
(1) Critical	(2) High	(3) Moderate	
<p>Renders SaaS Services effectively inoperable;</p> <p>Prevents or significantly delays the completion of transactions;</p> <p>Causes data loss or data corruption;</p> <p>Creates a condition wherein necessary work cannot proceed; or</p> <p>Impacts more than 20% of the users for the above situations.</p>	<p>Causes significant problems with normal workflow;</p> <p>Requires highly impractical or unreasonable efforts to resolve;</p> <p>Produces unsatisfactory, sub-standard, or incomplete final output within the scope of the product in question; or</p> <p>Impacts more than 33% of the users for the above situations.</p>	<p>Causes moderate levels of inconvenience or inefficiency with no major impact on the normal workflow;</p> <p>Is of limited scope and impact;</p> <p>Has a reasonable, satisfactory work-around; or</p> <p>Is potentially significant but limited to non-essential functions or features.</p>	
Response Protocol			
Severity Level	Support Tier	Acknowledgement of Issue	Begin Working on Resolution
(1) Critical	24 x 7	ASAP after receipt of the Technical Support Request	ASAP from acknowledgement
(2) High	Business Hours	Up to 1 Business Day from the receipt of the Technical Support Request	2 Business Days from acknowledgement
(3) Moderate	Business Hours	Up to 1 Business Day from receipt of Technical Support Request	5 Business Days from the acknowledgement

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

CLOVER EQUIPMENT

Manufacturer Warranty is 1 year. All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
Clover Mini WIFI	CLOVER MINI YJ3 DISPLAY ASSY, (WI-FI) (US)	\$410.00	N-FDMINYJ3LTEN-FDMINYJ3A-KIT	FOB DEST	Clover Addendum
Clover Mini PIN Shield	CLOVER MINI PIN SHIELD EAYJ3008010 (US)	\$5.91	MIS-EAYJ3008010	FOB DEST	n/a
Clover Mini ADA Pad	CLOVER MINI ADA PAD (EAYJ3009010) (US)	\$10.04	MIS-YJ3-ADAPAD	FOB DEST	n/a
Clover Station 2018 w/ Accessory Kit & Cash Drawer Bundel	Clover Station 2018 w/ Accessory Kit & Cash DrawerN-FDTABYJ5 + N-FDTABYJ5A-KIT + N-FDCDWYJ1	\$999.00	N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-FDCDWYJ1	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Basic Printer & Cash Drawer Bundel	Clover Station 2018 w/ Accessory Kit & Basic Printer (Acorn non contactless P500) & Cash Drawer N-FDTABYJ5 + N-DTABYJ5A-KIT + N-YJ5500BASIC + N	\$1,100.00	N-FDTABYJ5 + N-DTABYJ5A-KIT + N-YJ5500BASIC + N	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Printer w/ NFC & Cash Drawer Bundel	Clover Station 2018 w/ Accessory Kit & Printer w/ NFC & Customer Display (Oak P550) & Cash Drawer N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ550NFCDISP + N-FDCDWYJ1	\$1,200.00	N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ550NFCDISP + N-FDCDWYJ1	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Basic Printer & Cash Drawer & Clover Mini WIFI Bundel	Clover Station 2018 w/ Accessory Kit & Basic Printer (Acorn P500) & Cash Drawer & Clover Mini WIFI N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ5500BASIC + N-FDCDWYJ1 + N-FDMINYJ3WF	\$1,600.00	N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ5500BASIC + N-FDCDWYJ1 + N-FDMINYJ3WF	FOB DEST	Clover Addendum
Clover Station Bar Code Scanner (Motorola)	CLOVER BAR CODE SCANNER KIT-BLK (MOTOROLA), W/CBL, STAND LI2208-7U21SG-10, PLUG AND PLAY	\$128.80	N-LI2208-PPSW	FOB DEST	n/a
Clover Station Scale (CAS Corp).	CAS CORP, SW-RS(20LB) WEIGHT SCALE RS232	\$162.07	R-FDSCLSW-20	FOB DEST	n/a
Clover Station STAR Friction Printer	SP742ME STAR FRICTION PRINTER WITH LAN 39336530 REPLACED W/MFG 39336531 (SP742ME) VERSION	\$239.66	N-SP742ML	FOB DEST	n/a
Clover Station Value Scan Barcode Scanner	VALUE SCAN II - USB, BLACK, MID-RANGE CCD BARCODE SCANNER (IDBA-4244MRB)	\$45.86	N-IDBA-4244MRB	FOB DEST	n/a
Clover Station Scale (WGHT)	CAS, SW-RS(20LB) WGHT SCALE, RS232, SW 20 LBA	\$231.53	N-FDSCLSW-20	FOB DEST	n/a
Clover Station Cash Drawer	CASH DRAWER YJ1(FAYJ1006010,REV3A)	\$50.00	N-FDCDWYJ1	FOB DEST	n/a
1 ROLL PAPER 3 1-PLY	1 ROLL PAPER 3 1-PLY	\$0.40	1P31	FOB DEST	n/a
1 ROLL PAPER THERMAL (T77)	1 ROLL PAPER THERMAL (T77)	\$1.02	1PT77TH	FOB DEST	n/a
Clover Ribbon Kit	KIT, RIBBON, RC700BR, SP700 PRINTER, 1.5 MILL BLACK/750K 30980720	\$2.36	1RSP742ML	FOB DEST	n/a
Clover Cable YJ1	CABLE - CLOVER YJ1 CABLE ASSY PACK SP, 1HYGZZZ0714	\$10.04	CBL-YJ1CBL-PK	FOB DEST	n/a

Part # Change

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
Clover EE12 Decal	EE12 (TP) DECAL, QUEST (DEBIT)	\$0.44	DEC-QUEST	FOB DEST	n/a
Clover EE13 Decal	EE3 (TP) DECAL, ECA DECAL AZ,CA,WA DC,IL,MA,ME, MO, NC, NH, NV, OK, RI,VT,WI,WV	\$0.41	DEC-TML187	FOB DEST	n/a
Clover EBT Decal Kit	EBT KIT SEE STATE FOR DECAL	\$2.41	KIT-EBTD	FOB DEST	n/a
Clover Cleaning Cloth	ASUS CHAMOIS MICROFIBER CLEANING CLOTH (6"X5") COLOR=GREY	\$0.89	MIS-ASUS-TODDY	FOB DEST	n/a
Clover Cash Drawer Locking Lid	LOCKING LID CASH DRAWER METAL (FAYJ1009,3A) US	\$8.04	MIS-YJ1CDW-LID	FOB DEST	n/a
Clover 5 Coin Tray	5 COIN TRAY CASH DRAWER YJ1 (FAYJ1008010) - US	\$16.04	MIS-YJ1CDW-TRAY	FOB DEST	n/a
Clover Merchant KeyPAD	CLOVER MERCHANT KEY PAD (AEYJ3000010) (US)	\$35.04	MIS-YJ3-KEYPAD	FOB DEST	n/a
Clover Yj1 Power Cord (US)	CLOVER YJ1 ADP 24V 120W + POWER CORD (US) SP, 1AC0ZZ012T	\$26.04	PWR-YJ1PWR-PK	FOB DEST	n/a
Clover Y13 Adaptor Cord (US)	YJ3 POWER ADAPTER + CORD (US), (AG12033B002 + DM333101417) (US POWER ADAPTER + CABLE	\$24.27	PWR-YJ3PWR-PK	FOB DEST	n/a
Clover FLY-RSASEC-CLVR	SECURITY AND COMPLAINE FLYER – CLOVER STATION	\$0.50	FLY-RSASEC-CLVR	FOB DEST	n/a
Clover HKIT-GENRC-CLVR	HKIT GENERIC CLOVER STATION	\$3.80	HKIT-GENRC-CLVR	FOB DEST	n/a
Clover KIT-SDCS-COMBO	1 PACK OF 10 EA SD-59083M AND CS-69083M	\$0.04	KIT-SDCS-COMBO	FOB DEST	n/a
Clover LBL-BAJV-BOXLBL	BAJV BOX LABEL	\$0.08	LBL-BAJV-BOXLBL	FOB DEST	n/a
Clover B1 PAPER-PRTPAK	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mini	\$0.49	PAPER-PRTPAK	FOB DEST	n/a
Clover B1 PAPER-PPRTPAK case	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mini 72 rolls	\$30.00	72PPRTPAK	FOB DEST	n/a
Clover go v 3	MAG STRIPE, CHIP & SIGNATURE AND NFC READER (RP457C-0BP8852B), BLUETOOTH CONNECTIVITY- NEW SLIM FORM FACTOR (FDC-V3)	\$69.00	N-RP457BT-FDC	FOB DEST	Clover go addendum
Clover Go v3 Clip	457C UNIVERSAL CLIP FOR NFC READER (367-4459), NEW SLIM FORM FACTOR (UNIVERSAL CLIP-V2)	\$15.00	MIS-RP457BT-CLP	FOB DEST	n/a
Clover Go Dock	457C STAND FOR NFC READER (RP457C-CRP8852A), BLUETOOTH CONNECTIVITY- NEW SLIM FORM FACTOR (STAND-V2)	\$29.00	STCK-457BT-DOCK	FOB DEST	n/a
Clover GO Monthly Fee	Clover GO Monthly Fee	\$4.95	Clover GO Monthly Fee	N/A	n/a
Clover Flex	Clover Flex	\$629.00	N-FDTABYMJ4BZ	FOB ORIGIN	n/a
Clover Wireless data plan	Clover Flex data plan -Wireless fee \$15/month (up to one Gigabyte of data) with 1st month free. Overage charges (will only affect a small number of merchants) of \$15 per Gigabyte over 1.	\$15/month per 1GB used	Clover Flex data plan	N/A	n/a
Register Lite software	Register Lite for the Flex, Mini, Mobile	\$9.95 per month	Register Lite Software		
Register Software	Software for Clover Station	\$29.95	Register Software		
Clover Station Developer Kit	Clover Station Developer Kit	\$495.00	N-FDTABYJ1	FOB DEST	n/a
Clover Mini Developer Kit	Clover Mini Developer Kit	\$355.00	N-FDMINIYJ3WF	FOB DEST	n/a
Clover GO test reader	Clover GO Developer Kit 450	\$95.00	MIS-CLVGO457TST	FOB DEST	n/a
Clover GO test reader	Clover GO Developer Kit 350	\$95.00	MIS-ROAMRP350X	FOB DEST	n/a
Clover Flex Developer Kit	Clover Flex Developer Kit	\$275.00	N-FDTABYMJ4BZ	FOB DEST	n/a
Clover Imager	MOTOROLA, DS9208, 1D/2D IMAGER, USB KIT, INCLUDES RANGE SCANNER,7FT STRAIGHT USB CABLE, BLK (HANDS FREE/STANDALONE) (DS9208-SR433U21Z)	\$193.01	N-CLOVER-DS9208	FOB DEST	n/a
MIS-KEY-001	KEY, CLOVER CASH DRAWER KEY 001	\$3.04	MIS-KEY-001	FOB DEST	n/a
MIS-KEY-002	KEY, CLOVER CASH DRAWER KEY 002	\$3.04	MIS-KEY-002	FOB DEST	n/a

OFFLINE BAFO COST SUBMITTAL

Overview

The Cost Submittal Worksheets contained in this workbook shall constitute the Offline Best and Final Offer (BAFO) Cost Submittal and is due via email to Jennifer Habowski (jhabowski@pa.gov) by the date and time outlined in the Reverse Auction Package.

Offerors must complete ALL HIGHLIGHTED SPACES shown on the OFFLINE BAFO COST SUBMITTAL OVERVIEW and COST WORKSHEETS (Tabs 2-10).

The selected Offeror will only be reimbursed for the charges as outlined in the Offline BAFO Cost Submittal (Attachment B) and for items acquired by the Commonwealth through the Selected Offeror's Product List (Tab 10). **The pricing in the Offline BAFO Cost Submittal submitted to DGS must be consistent with the Offeror's BAFO Price submitted during the live online auction.**

****Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.****

Cost Formulation: Projected Totals

For purposes of this cost proposal, the following table presents a projection of estimated credit card volumes for Unbundled, Bundled and Non-Bank Card Costs. These projections reflect the Commonwealth's best estimate of future volumes and are based on existing applications or applications under development. No consideration is given for potential future applications. The following projected information is provided for the Offeror's use in developing its costs under this proposal and should NOT be considered a guarantee of actual transactions or dollar amounts over the life of the Contract.

OFFLINE BAFO COST SUBMITTAL

**PROJECTED FULL SERVICE PROCESSING
FOR THE FIVE YEAR PERIOD: 2017 TO 2021
(Transaction Volumes in Thousandths)**

	<u>Year 2017</u>	<u>Year 2018</u>	<u>Year 2019</u>	<u>Year 2020</u>	<u>Year 2021</u>
1. PLCB MC/VISA					
Transaction Volume:	15,319.00	16,238.00	17,212.00	18,244.00	19,339.00
Dollar Volume:	\$ 699,014.00	\$ 740,955.00	\$ 785,412.00	\$ 832,537.00	\$ 882,489.00
2. COPA MC/VISA/DIS					
Transaction Volume:	6,549.00	6,942.00	7,358.00	7,800.00	8,268.00
Dollar Volume:	\$ 309,173.00	\$ 327,723.00	\$ 347,386.00	\$ 368,229.00	\$ 390,323.00
3. PLCB DIS					
Transaction Volume:	1,228.00	1,302.00	1,380.00	1,463.00	1,551.00
Dollar Volume:	\$ 52,372.00	\$ 55,514.00	\$ 58,845.00	\$ 62,376.00	\$ 66,119.00
4. PLCB AMEX					
Transaction Volume:	1,959.00	2,077.00	2,202.00	2,467.00	2,615.00
Dollar Volume:	\$ 218,014.00	\$ 231,095.00	\$ 244,961.00	\$ 259,659.00	\$ 275,239.00
5. COPA AMEX					
Transaction Volume:	426.00	451.00	478.00	506.00	536.00
Dollar Volume:	\$ 33,291.00	\$ 35,291.00	\$ 37,405.00	\$ 39,649.00	\$ 42,028.00
6. PLCB Debit Card					
Transaction Volume:	20,799.00	22,047.00	23,370.00	24,772.00	26,258.00
Dollar Volume:	\$ 632,678.00	\$ 670,639.00	\$ 710,877.00	\$ 753,530.00	\$ 798,742.00
7. COPA Debit Card					
Transaction Volume:	-	-	-	-	-
Dollar Volume:	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.00	\$ 5.00

OFFLINE BAFO COST SUBMITTAL

Cost Submittal Worksheets (Tabs 3 - 10)

1. Offerors must enter a single rate or % (as applicable) into each of the highlighted fields on Tabs 3 - 6. The numerical rate or % (as applicable) entered must account for all costs for processing a transaction. If a cost does not apply, enter "0". DO NOT leave any highlighted fields blank, or the proposal may be rejected.
2. On Tabs 7-9, Offerors must enter into the highlighted fields any additional Gateway Fees, Merchant Account fees, and ACH fees not included in any fees previously identified in this cost submittal. Gateway fees must be a past-thru cost.
3. As part of the Offline BAFO Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth (Tab 10). The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

Evaluated Costs

For evaluation purposes, Offerors must indicate pricing in the form of the transaction fee (\$ per transaction) based upon the annual volume of transactions for each type of transaction as indicated in the Cost Submittal Worksheets. The cost submittal will be evaluated as follows:

The Commonwealth will score the Cost submittals based upon costs set forth in 3. Unbundled Rate, 4. On-line Debit Card Costs, 5. Non-Bank Card Costs, 7. Gateway Fees and 8. Merchant Account Fees

Cost will be calculated pursuant to the formulas contained in the attached spreadsheets. The spreadsheets will calculate cost by applying the \$ per transaction fee and gateway fee (as appropriate) to the projected volume of transactions over the initial five years of the contract. The spreadsheet will also calculate the estimated monthly Merchant Account Fees over the initial term of the contract. These costs will be automatically calculated in the attached spreadsheets and the Group Total cost will automatically populate into the Cost Summary. Where the formulas in the spreadsheets and this written description may differ, the formulas in the spreadsheet take precedence.

Non-Evaluated Costs

The following services will not be included as a part of the cost evaluation; however, Offerors must enter a cost for these service/products.

1. Bundled Rates
2. ACH Fees
3. Product List

OFFLINE BAFO COST SUBMITTAL

Additional Notes

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- Do not include any reiteration of the technical proposal in the revised cost submittal.
- Do **not** modify the revised cost submittal in any way .
- Do not make assumptions in the revised cost submittal or your proposal may be rejected.

**FINAL NEGOTIATED COST SUBMITTAL OVERVIEW
RFP 6100033736**

OFFEROR NAME		CONTACT PERSON	
Santander Merchant Services		Dan McCurdy	
OFFEROR ADDRESS		EMAIL ADDRESS	
5565 Glenridge Connector NE		Daniel.mccurdy@firstdata.com	
Atlanta, Georgia 30342		PHONE NUMBER	FAX NUMBER
		717-576-7200	n/a
		VENDOR NUMBER	FEDERAL ID OR SSN
		n/a	59-2126793

COST SUMMARY

Unbundled Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Unbundled Dial Up	0.0390	6,549,000	255,143.70
2017	Unbundled Leased	0.0090	15,319,000	137,245.76
2018	Unbundled Dial Up	0.0390	6,942,000	270,454.66
2018	Unbundled Leased	0.0090	16,238,000	145,479.25
2019	Unbundled Dial Up	0.0390	7,358,000	286,661.69
2019	Unbundled Leased	0.0090	17,212,000	154,205.50
2020	Unbundled Dial Up	0.0390	7,800,000	303,881.65
2020	Unbundled Leased	0.0090	18,244,000	163,451.38
2021	Unbundled Dial Up	0.0390	8,268,000	322,114.54
2021	Unbundled Leased	0.0090	19,339,000	173,261.68
Estimated Unbundled Rate for 5 years				2,211,899.81

***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

Debit Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Online Debit Dial up	0.0090	-	-
2017	Online Debit Leased	0.0090	20,799,000	186,342.10
2018	Online Debit Dial up	0.0090	-	-
2018	Online Debit Leased	0.0090	22,047,000	197,523.16
2019	Online Debit Dialup	0.0090	-	-
2019	Online Debit Leased	0.0090	23,370,000	209,376.16
2020	Online Debit Dialup	0.0090	-	-
2020	Online Debit Leased	0.0090	24,772,000	221,936.94
2021	Online Debit Dialup	0.0090	-	-
2021	Online Debit Leased	0.0090	26,258,000	235,250.29
Estimated Debit Rate for 5 years				1,050,428.65

Non-Bank Card Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Non-Bank Dial up	0.0090	426,000	3,816.61
2017	Non-Bank Leased	0.0090	3,187,000	28,552.92
2018	Non-Bank Dial up	0.0090	451,000	4,040.59
2018	Non-Bank Leased	0.0090	3,379,000	30,273.09
2019	Non-Bank Dial up	0.0090	478,000	4,282.49
2019	Non-Bank Leased	0.0090	3,582,000	32,091.80
2020	Non-Bank Dial up	0.0090	506,000	4,533.35
2020	Non-Bank Leased	0.0090	3,930,000	35,209.60
2021	Non-Bank Dial up	0.0090	536,000	4,802.12
2021	Non-Bank Leased	0.0090	4,166,000	37,323.97
Estimated Non-Bank Card Rate for 5 years				184,926.54

Monthly Merchant Account Fee

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Monthly Account Fee	239.400	75	17,955.00
2018	Monthly Account Fee	239.400	80	19,152.00
2019	Monthly Account Fee	239.400	85	20,349.00
2020	Monthly Account Fee	239.400	90	21,546.00
2021	Monthly Account Fee	239.400	95	22,743.00
Estimated Monthly Merchant Account Fees for 5 years				101,745.00

Group Total to be Evaluated for the Initial Term of the Contract - 5 Years	\$ 3,549,000.00
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***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

A. **Unbundled Rate.** Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for the unbundled rate. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 1&2 (PLCB MC/VISA and COPA MC/VISA/DIS) as outlined on Tab 1. Instructions.

Annual Volume of Transactions for Visa/MasterCard / Discover* / Offline Debit Cards *Does not include PLCB Discover processing.		UNBUNDLED TRANSACTION FEE															UNBUNDLED TRANSACTION FEE															
		Transaction Fee for each Visa, MasterCard, Discover*, Offline Debit Card Transaction (\$ per transaction)																														
		Year 1					Year 2					Year 3					Year 4					Year 5										
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost			
0	-	5,000,000	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93
5,000,001	-	10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85
10,000,001	-	11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04
11,000,001	-	12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22
12,000,001	-	13,000,000	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41
13,000,001	-	14,000,000	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59
14,000,001	-	15,000,000	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78
15,000,001	-	16,000,000	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96
16,000,001	-	17,000,000	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15
17,000,001	-	18,000,000	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34
18,000,001	-	19,000,000	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52
19,000,001	-	20,000,000	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71
20,000,001	-	21,000,000	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89
21,000,001	-	22,000,000	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08
22,000,001	-	23,000,000	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26
23,000,001	-	24,000,000	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45
24,000,001	-	25,000,000	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63
25,000,001	-	26,000,000	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82
26,000,001	-	27,000,000	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00
27,000,001	-	28,000,000	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19
28,000,001	-	29,000,000	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37
29,000,001	-	30,000,000	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56
					3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75
					Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs. **

FINAL NEGOTIATED COST SUBMITTAL

B. On-line Debit Card Costs. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Online Debit Card transactions. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 6 & 7 (PLCB Debit Card and COPA Debit Card transactions) as outlined on Tab 1. Instructions.

ANNUAL VOLUME OF TRANSACTIONS FOR ONLINE DEBIT CARDS		ONLINE DEBIT TRANSACTIONS																							
		Transaction Fee for Online Debit Card Transactions (\$ per transaction)																							
		Year 2						Year 3						Year 4						Year 5					
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost		
0 - 5,000,000	\$0.00896	44,795.93	\$0.00896	44,795.93	\$0.00896	44,795.93	\$0.00896	44,795.93	\$0.00896	44,795.93	\$0.00896	44,795.93	\$0.00896	44,795.93	\$0.00896	44,795.93	\$0.00896	44,795.93	\$0.00896	44,795.93	\$0.00896	44,795.93	\$0.00896	44,795.93	
5,000,001 - 10,000,000	\$0.00896	89,591.85	\$0.00896	89,591.85	\$0.00896	89,591.85	\$0.00896	89,591.85	\$0.00896	89,591.85	\$0.00896	89,591.85	\$0.00896	89,591.85	\$0.00896	89,591.85	\$0.00896	89,591.85	\$0.00896	89,591.85	\$0.00896	89,591.85	\$0.00896	89,591.85	
10,000,001 - 11,000,000	\$0.00896	98,551.04	\$0.00896	98,551.04	\$0.00896	98,551.04	\$0.00896	98,551.04	\$0.00896	98,551.04	\$0.00896	98,551.04	\$0.00896	98,551.04	\$0.00896	98,551.04	\$0.00896	98,551.04	\$0.00896	98,551.04	\$0.00896	98,551.04	\$0.00896	98,551.04	
11,000,001 - 12,000,000	\$0.00896	107,510.22	\$0.00896	107,510.22	\$0.00896	107,510.22	\$0.00896	107,510.22	\$0.00896	107,510.22	\$0.00896	107,510.22	\$0.00896	107,510.22	\$0.00896	107,510.22	\$0.00896	107,510.22	\$0.00896	107,510.22	\$0.00896	107,510.22	\$0.00896	107,510.22	
12,000,001 - 13,000,000	\$0.00896	116,469.41	\$0.00896	116,469.41	\$0.00896	116,469.41	\$0.00896	116,469.41	\$0.00896	116,469.41	\$0.00896	116,469.41	\$0.00896	116,469.41	\$0.00896	116,469.41	\$0.00896	116,469.41	\$0.00896	116,469.41	\$0.00896	116,469.41	\$0.00896	116,469.41	
13,000,001 - 14,000,000	\$0.00896	125,428.59	\$0.00896	125,428.59	\$0.00896	125,428.59	\$0.00896	125,428.59	\$0.00896	125,428.59	\$0.00896	125,428.59	\$0.00896	125,428.59	\$0.00896	125,428.59	\$0.00896	125,428.59	\$0.00896	125,428.59	\$0.00896	125,428.59	\$0.00896	125,428.59	
14,000,001 - 15,000,000	\$0.00896	134,387.78	\$0.00896	134,387.78	\$0.00896	134,387.78	\$0.00896	134,387.78	\$0.00896	134,387.78	\$0.00896	134,387.78	\$0.00896	134,387.78	\$0.00896	134,387.78	\$0.00896	134,387.78	\$0.00896	134,387.78	\$0.00896	134,387.78	\$0.00896	134,387.78	
15,000,001 - 16,000,000	\$0.00896	143,346.96	\$0.00896	143,346.96	\$0.00896	143,346.96	\$0.00896	143,346.96	\$0.00896	143,346.96	\$0.00896	143,346.96	\$0.00896	143,346.96	\$0.00896	143,346.96	\$0.00896	143,346.96	\$0.00896	143,346.96	\$0.00896	143,346.96	\$0.00896	143,346.96	
16,000,001 - 17,000,000	\$0.00896	152,306.15	\$0.00896	152,306.15	\$0.00896	152,306.15	\$0.00896	152,306.15	\$0.00896	152,306.15	\$0.00896	152,306.15	\$0.00896	152,306.15	\$0.00896	152,306.15	\$0.00896	152,306.15	\$0.00896	152,306.15	\$0.00896	152,306.15	\$0.00896	152,306.15	
17,000,001 - 18,000,000	\$0.00896	161,265.34	\$0.00896	161,265.34	\$0.00896	161,265.34	\$0.00896	161,265.34	\$0.00896	161,265.34	\$0.00896	161,265.34	\$0.00896	161,265.34	\$0.00896	161,265.34	\$0.00896	161,265.34	\$0.00896	161,265.34	\$0.00896	161,265.34	\$0.00896	161,265.34	
18,000,001 - 19,000,000	\$0.00896	170,224.52	\$0.00896	170,224.52	\$0.00896	170,224.52	\$0.00896	170,224.52	\$0.00896	170,224.52	\$0.00896	170,224.52	\$0.00896	170,224.52	\$0.00896	170,224.52	\$0.00896	170,224.52	\$0.00896	170,224.52	\$0.00896	170,224.52	\$0.00896	170,224.52	
19,000,001 - 20,000,000	\$0.00896	179,183.71	\$0.00896	179,183.71	\$0.00896	179,183.71	\$0.00896	179,183.71	\$0.00896	179,183.71	\$0.00896	179,183.71	\$0.00896	179,183.71	\$0.00896	179,183.71	\$0.00896	179,183.71	\$0.00896	179,183.71	\$0.00896	179,183.71	\$0.00896	179,183.71	
20,000,001 - 21,000,000	\$0.00896	188,142.89	\$0.00896	188,142.89	\$0.00896	188,142.89	\$0.00896	188,142.89	\$0.00896	188,142.89	\$0.00896	188,142.89	\$0.00896	188,142.89	\$0.00896	188,142.89	\$0.00896	188,142.89	\$0.00896	188,142.89	\$0.00896	188,142.89	\$0.00896	188,142.89	
21,000,001 - 22,000,000	\$0.00896	197,102.08	\$0.00896	197,102.08	\$0.00896	197,102.08	\$0.00896	197,102.08	\$0.00896	197,102.08	\$0.00896	197,102.08	\$0.00896	197,102.08	\$0.00896	197,102.08	\$0.00896	197,102.08	\$0.00896	197,102.08	\$0.00896	197,102.08	\$0.00896	197,102.08	
22,000,001 - 23,000,000	\$0.00896	206,061.26	\$0.00896	206,061.26	\$0.00896	206,061.26	\$0.00896	206,061.26	\$0.00896	206,061.26	\$0.00896	206,061.26	\$0.00896	206,061.26	\$0.00896	206,061.26	\$0.00896	206,061.26	\$0.00896	206,061.26	\$0.00896	206,061.26	\$0.00896	206,061.26	
23,000,001 - 24,000,000	\$0.00896	215,020.45	\$0.00896	215,020.45	\$0.00896	215,020.45	\$0.00896	215,020.45	\$0.00896	215,020.45	\$0.00896	215,020.45	\$0.00896	215,020.45	\$0.00896	215,020.45	\$0.00896	215,020.45	\$0.00896	215,020.45	\$0.00896	215,020.45	\$0.00896	215,020.45	
24,000,001 - 25,000,000	\$0.00896	223,979.63	\$0.00896	223,979.63	\$0.00896	223,979.63	\$0.00896	223,979.63	\$0.00896	223,979.63	\$0.00896	223,979.63	\$0.00896	223,979.63	\$0.00896	223,979.63	\$0.00896	223,979.63	\$0.00896	223,979.63	\$0.00896	223,979.63	\$0.00896	223,979.63	
25,000,001 - 26,000,000	\$0.00896	232,938.82	\$0.00896	232,938.82	\$0.00896	232,938.82	\$0.00896	232,938.82	\$0.00896	232,938.82	\$0.00896	232,938.82	\$0.00896	232,938.82	\$0.00896	232,938.82	\$0.00896	232,938.82	\$0.00896	232,938.82	\$0.00896	232,938.82	\$0.00896	232,938.82	
26,000,001 - 27,000,000	\$0.00896	241,898.00	\$0.00896	241,898.00	\$0.00896	241,898.00	\$0.00896	241,898.00	\$0.00896	241,898.00	\$0.00896	241,898.00	\$0.00896	241,898.00	\$0.00896	241,898.00	\$0.00896	241,898.00	\$0.00896	241,898.00	\$0.00896	241,898.00	\$0.00896	241,898.00	
27,000,001 - 28,000,000	\$0.00896	250,857.19	\$0.00896	250,857.19	\$0.00896	250,857.19	\$0.00896	250,857.19	\$0.00896	250,857.19	\$0.00896	250,857.19	\$0.00896	250,857.19	\$0.00896	250,857.19	\$0.00896	250,857.19	\$0.00896	250,857.19	\$0.00896	250,857.19	\$0.00896	250,857.19	
28,000,001 - 29,000,000	\$0.00896	259,816.37	\$0.00896	259,816.37	\$0.00896	259,816.37	\$0.00896	259,816.37	\$0.00896	259,816.37	\$0.00896	259,816.37	\$0.00896	259,816.37	\$0.00896	259,816.37	\$0.00896	259,816.37	\$0.00896	259,816.37	\$0.00896	259,816.37	\$0.00896	259,816.37	
29,000,001 - 30,000,000	\$0.00896	268,775.56	\$0.00896	268,775.56	\$0.00896	268,775.56	\$0.00896	268,775.56	\$0.00896	268,775.56	\$0.00896	268,775.56	\$0.00896	268,775.56	\$0.00896	268,775.56	\$0.00896	268,775.56	\$0.00896	268,775.56	\$0.00896	268,775.56	\$0.00896	268,775.56	
		3,807,653.75		3,807,653.75		3,807,653.75		3,807,653.75		3,807,653.75		3,807,653.75		3,807,653.75		3,807,653.75		3,807,653.75		3,807,653.75		3,807,653.75		3,807,653.75	
		Pass-Thru Dial		Pass-Thru Lease		Pass-Thru Dial		Pass-Thru Lease		Pass-Thru Dial		Pass-Thru Lease		Pass-Thru Dial		Pass-Thru Lease		Pass-Thru Dial		Pass-Thru Lease		Pass-Thru Dial		Pass-Thru Lease	

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section 1-32 of the RFP, if opted by the successful Offeror.

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

C. **Non-Bank Card Costs.** Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Discover and American Express. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 3, 4 & 5 (PLCB Dis/PLCB Amex/COPA Amex) as outlined on Tab 1. Instructions.

Note: The Commonwealth and PLCB separately contract with American Express and the funding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

Number of Transactions for American Express and Discover (Annual Volume)		NON-BANK CARD TRANSACTIONS																				NON-BANK CARD TRANSACTIONS																			
		Transaction Fee for American Express and Discover Transactions (\$ per Transaction)																																							
		Year 1					Year 2					Year 3					Year 4					Year 5																			
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost												
0	-	2,000,000	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37									
2,000,001	-	2,500,000	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96									
2,500,001	-	3,000,000	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56									
3,000,001	-	3,500,000	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15									
3,500,001	-	4,000,000	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74									
4,000,001	-	4,500,000	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33									
4,500,001	-	5,000,000	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93									
5,000,001	-	5,500,000	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52									
5,500,001	-	6,000,000	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11									
6,000,001	-	6,500,000	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70									
6,500,001	-	7,000,000	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30									
7,000,001	-	7,500,000	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89									
7,500,001	-	8,000,000	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48									
8,000,001	-	8,500,000	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08									
8,500,001	-	9,000,000	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67									
9,000,001	-	9,500,000	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26									
9,500,001	-	10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85									
10,000,001	-	10,500,000	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45									
10,500,001	-	11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04									
11,000,001	-	11,500,000	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63									
11,500,001	-	12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22									
12,000,001	-	12,500,000	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82									
			1,428,990.06					1,428,990.06					1,428,990.06					1,428,990.06					1,428,990.06					1,428,990.06													
			Pass-Thru Dial					Pass-Thru Lease					Pass-Thru Dial					Pass-Thru Lease					Pass-Thru Dial					Pass-Thru Lease													

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

FINAL NEGOTIATED COST SUBMITTAL

D. Bundled Rate. A bundled rate includes all service fees, including pass-through fees. Enter the bundled rate in the highlighted fields for both “card present” and “card not present” transactions, as outlined below. Separate fees must be presented for Visa, MasterCard, Discover*, offline Debit Cards and online Debit Cards.

Note: PA State Police is the only agency currently using the bundled rate.

B-1: Bundled Rate Year 1.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-2: Bundled Rate Year 2.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-3: Bundled Rate Year 3.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-4: Bundled Rate Year 4.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

B-5: Bundled Rate Year 5.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.*

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

E. Gateway Fees*/Set-up Fees. Identify additional gateways/set-up fees not included in any fees previously identified in this cost submittal.


*Gateway fees refers to all fees related to any technology costs associated with the overall solution (including the hosted payment page). The commonwealth expects to pay one flat fee for all technical components of the service. The gateway fees, set-up fees and ongoing fees should be passed through at cost to the commonwealth (i.e. One Time Set Up Fees Per Merchant ID and On Going Per Transaction)

Item Description	Fee
Payeezy Per Transaction Gateway Fee	\$ 0.0300
Payeezy Monthly Gateway Fee.	\$ 19.95
First Data Global Gateway Set-up Fee	\$ -

Billing #	Element	Description	Price (USD \$)	Per Unit
5243	GATEWAY FEES FOR CARD TRANSACTIONS	This element identifies the charge for processing PayPoint transaction for One-time Credit Card transactions and Recurring Credit Card Transactions. Pricing does not include merchant processing fees, (i.e. interchange fees, dues, assessments, etc), custom implementations, or custom reporting. For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.	0.08	/transaction
5245	GATEWAY FEES FOR ACH TRANSACTIONS	This element identifies the charge for processing One-Time eCheck Transactions and Recurring eCheck Transactions. Standard eCheck processing includes basic processing through TeleCheck. Additional TeleCheck services are priced and contracted separately. For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.	0.1	/transaction
5246	CONSUMER PAYMENTS	This element identifies the per transaction surcharge for a payment using Consumer Payments Web or Consumer Payments IVR in addition to the Gateway Fees,	0.02	/transaction
5247	CONSUMER PAYMENTS SUMMARY PRESENTMENT	This element identifies the per transaction surcharge to use summary presentment feature – includes uploading summary billing data and displaying it to a consumer using the Consumer Payments interface. This is in addition to the Consumer Payments and Gateway Fees,	0.02	/transaction
5241	ADMINISTRATION SITE PAYMENTS	This element identifies the per transaction surcharge to use the PayPoint Administration Site for making and canceling payments in addition to the Gateway Fees,	0.02	/transaction
5242	IMPLEMENTATION FEE	This element identifies the charge for implementing the PayPoint Payment Gateway. Maximum of ten PayPoint applications will be boarded under this pricing. Additional applications are \$100/application. *Waived with \$500 monthly minimum and three year contract	3000*	one-time
5244	IVR MINUTES	This element identifies the charge for telecommunication fees for using Consumer Payments IVR	0.08	/minute
5248	ON-SITE TRAINING	This element identifies the charge for PayPoint training, if delivered on site. Standard Pricing includes remote training for PayPoint Administration Site and Consumer Payments, if applicable.	2000	
5249	DEVELOPMENT SURCHARGE	This element identifies the custom development charges. Custom development or custom client integration are not included in the Standard Pricing and will be quoted separately.	200/hour	One-time
5252	MONTHLY MINIMUM TRANSACTION FEE	This element identifies the monthly minimum charges. This will be charged if the total of all other charges do not exceed this minimum amount.	500	/month
5254	PAYMENT EMAIL NOTIFICATION	This element identifies the charge for payment notification emails.	0.01	/transaction

Special Fees.

Commonwealth will be responsible for paying for its own data transmission costs, including the cost of high-speed connectivity (i.e., leased line charges) and the set-up fees associated with installation and configuration of Commonwealth's high-speed connections.

iPP 350
IPP315
iSC Touch 250
Ingenico iSMP4
Ingenico iSC Touch 480
Ingenico RP457c
iCT 220
iCT 250
Cable ethernet IPP3XX -A-STD-D
PSU US 100-240V/8V-2A LEVEL VI
IPPxx Stand tilt & Swivel, 0-65 degrees part # SEN351013
IPPxx Stand tilt & Swivel, 0-90 degrees Part #SEN351014

IDTECH SREDkey Device
IDTECH SREDkey Device
iSC Touch 250 Stand
iSC Touch 250Stylus 296162309
296196699 Battery Pack for all ISMP4 models. Works with Wi-Dock charger.
IDK351432 Wi-Dock Single-Bay Charger. Charges 1 Wi-Case tablet case. Simultaneous charging of tablet + iSMP4. PSU w/ power cable included
ENS Conversion kit for Verifone stand
Ingenico Lane 3000 for use with Card Connect
Ingenico Lane 5000 for use with Card Connect
Ingenico Lane 8000
Ingenico Link 2500
Ingenico Desk 3500
Ingenico Desk 5000

Bolt P2PE Device Fees

Tier
1
2

3
4
5
6
7

Professional services*
Card Connect Training (train the trainer)
Card Connect Project Management
Card Connect Implementation
Card Connect Programming Services

* Professional Services are time and materials (T&M) and will be quoted on a project by project basis.

*Hourly rates do not include travel and expenses which are negotiated per SOW.

Maximum number of transactions	Card Gateway Fee	Token Fee
25000	0.085	0.05
50000	0.075	0.05
100000	0.065	0.05
250000	0.055	0.05
500000	0.045	0.05
1000000	0.045	0.05
3000000	0.045	0.05
+	0.035	0.05

are based on merchant's monthly processing volume through Card Connect

Monthly Processing Volume (\$)	Subscription fee Cost (\$)
0 – 2,499,999	4,500
2,500,000 – 4,999,999	5,250
5,000,000 – 7,499,999	6,500
7,500,000 – 9,999,999	8,250
10,000,000+	9,500

		Eith
Monthly tran volume	Monthly tran volume	ERP - SaaS Fees
1	25,000	\$30,000
25,000	50,000	\$32,500
51,000	100,000	\$35,000
101,000	250,000	\$37,500
251,000	500,000	\$42,500
500,100	1,000,000	\$47,500
	> 1,000,000	\$55,000

Purchase Cost	Shipping
\$310	FOB

Limited Quantity will be removed Q3.

\$360	FOB	Limited Quantity will be removed Q3.
\$215	FOB	New
\$500	FOB	Limited Quantity will be removed Q3.
\$500	FOB	
\$600	FOB	
\$150	FOB	
\$170	FOB	
\$220	FOB	
\$18	FOB	Limited Quantity will be removed Q3.
\$18	FOB	
\$66	FOB	
\$66	FOB	
\$10	FOB	Limited Quantity will be removed Q3.
\$192	FOB	new devices PCI 5 P2Pe after Q3
\$192	FOB	
\$102	FOB	
\$24	FOB	
\$23	FOB	
\$132	FOB	
\$34.80	FOB	
\$380.00	FOB	new devices PCI 5 P2Pe after Q3
\$415.00	FOB	new devices PCI 5 P2Pe after Q3
\$630.00	FOB	new devices PCI 5 P2Pe after Q3
\$345.00	FOB	new devices PCI 5 P2Pe after Q3
\$220.00	FOB	new devices PCI 5 P2Pe after Q3
\$350.00	FOB	new devices PCI 5 P2Pe after Q3

		Annual Recurring Fees
# of Devices Ordered	# of Devices Ordered	Fees Per Device
1	25	\$160.00
26	100	\$140.00

101	500	\$120.00
501	1,000	\$100.00
1,001	5,000	\$80.00
5,001	10,000	\$70.00
10,000	9,999,999	\$60.00

Hourly rate
\$165 per hour
\$175 per hour
\$185 per hour
\$200 per hour

basis via a mutually agreed to Statement of Work (SOW).

Annual Recurring Fees

er ERP or SOE Intg. Reqd.	Optional				
EIPP addition	Invoice History Year 2&3	Reconcilia tion Module	3rd Party Integratio n	Dunning Module	P2PE Per Device
\$25,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	Table Below
\$27,500	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	
\$30,000	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	
\$32,500	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	
\$37,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	
\$42,500	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	
\$47,500	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	

	One Time		
Required	Required	Optional	
Gateway Charges	Set-up / Configure / Implement	Re- tokenizati on	Additional Services
Table below	Billed at professional services rates below estimated \$ 20,000 to \$ 75,000 depending on project size	\$12,000	As needed

OFFLINE BAFO COST SUBMITTAL

F. Merchant Account Fee. Identify monthly merchant account fees and merchant account set-up fees.

Item Description	Fee
Monthly Fee per Merchant ID	\$ 19.95
Set up Fee per Merchant Account	\$ -
Chargeback Fee per each chargeback	\$ 5.50

OFFLINE BAFO COST SUBMITTAL

G. ACH Fees. Identify additional ACH fees not included in any fees previously identified in this cost submittal.

Item Description	Fee
TeleCheck® ECA Warranty Chargeable Rate	0.68%
TeleCheck® ECA Warranty Rate per check	\$0.12
TeleCheck® ECA Warranty Effective Rate	0.95%
TeleCheck® ECA Warranty Per Check \$	\$ 0.42
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ECA Verification Chargeable Rate	0.00%
TeleCheck® ECA Verification Rate per check	\$0.12
TeleCheck® ECA Verification Effective Rate	0.27%
TeleCheck® ECA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Warranty Chargeable Rate	1.25%
TeleCheck® ICA Warranty Rate per check	\$0.12
TeleCheck® ICA Warranty Effective Rate	1.52%
TeleCheck® ICA Warranty Per Check \$	\$ 0.68
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$7,500
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Verification Chargeable Rate	0.00%
TeleCheck® ICA Verification Rate per check	\$0.12
TeleCheck® ICA Verification Effective Rate	0.27%
TeleCheck® ICA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck's Electronic Check Acceptance (ECA) offers ACH settlement within 48 hours (or two banking days). Electronically process checks at the point of sale. The TeleCheck Internet Check Acceptance (ICA) service provides a secure and easy way to accept check payments over the Internet. TeleCheck's Internet Check Acceptance offers funding and settlement next banking day for all approved transactions received prior to 4PM CST.

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® Pro21 Warranty Chargeable Rate	0.68%
TeleCheck® Pro21 Warranty Rate per check	\$0.18
TeleCheck® Pro21 Warranty Effective Rate	1.08%
TeleCheck® Pro21 Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® Pro21 Verification Chargeable Rate	0.00%
TeleCheck® Pro21 Verification Rate per check	\$0.18
TeleCheck® Pro21 Verification Effective Rate	0.40%
TeleCheck® Pro21 Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® Pro21SM
 Back office solution for mail-in or drop box payments that authorize and electronically settle all Personal, Business and Corporate checks with least cost routing via ACH or imaging.

Back office– Not a face to face transaction-payments received in drop box or mailed in. Merchant can process checks when they have the time such as the end of the day.

Reduction in Fees– TeleCheck absorbs deposit and return fees (warranty) on behalf of the merchant.

Client is funded in 2 banking days

Item Description	Fee
TeleCheck® e-Deposit Warranty Chargeable Rate	0.68%
TeleCheck® e-Deposit Warranty Rate per check	\$0.18
TeleCheck® e-Deposit Warranty Effective Rate	1.08%
TeleCheck® e-Deposit Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® e-Deposit Verification Chargeable Rate	0.00%
TeleCheck® e-Deposit Verification Rate per check	\$0.18
TeleCheck® e-Deposit Verification Effective Rate	0.40%
TeleCheck® e-Deposit Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® e-Deposit

A point of sale or back office solution that authorizes and electronically settles all other check types via image exchange (Check 21/RDC) that are dropped off, mailed in or face to face.

Telecheck e-Deposit also offers

- * Ability to accept other payment types– Money Orders, Cashier, Travelers, Insurance and Government checks can be processed
- * No Risking– Items are imaged and sent to the bank-less trips to the bank
- * Reporting provided– Merchant will still receive a funding report from TeleCheck showing them the transactions processed and approved
- * Returns-Merchant does assume all risk.

Reduction in Fees– TeleCheck Warranty Programs absorb deposit and return fees (warranty) on behalf of the merchant.

OFFLINE BAFO COST SUBMITTAL

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.

Warranty language for leased equipment is found in the Equipment Lease Agreement

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms
PAX s300 pinpad	PAX, S300 PINPAD PCI 4.0 (\$300-000-364-02NA)	NA	NA	NA	\$200.00 N-S300-4	FOB DEST
S300 USB HUB CABLE	S300 USB HUB CABLE for use with Pax s300	NA	NA	NA	\$30.00 CBL-04030000177	FOB DEST
FD 130 Terminal	First Data FD130 Terminal	\$35.93	\$29.94	\$61.95	\$549.00 N-FD-130	FOB DEST
FD 35 PIN Pad	First Data FD35 PIN Pad	\$12.93	\$9.94	\$32.95	\$219.00 N-FD-35	FOB DEST
FD35 Stand	FD35 Stand	n/a	n/a	n/a	\$49.00 STCK-194321064	FOB DEST
FD200 WiFi Terminal	FD200 WiFi Terminal	\$39.93	\$32.94	\$66.95	\$699.00 N-FD-200WIFI	FOB DEST
FD300 WiFi Terminal	FD300 WiFi Terminal	\$39.93	\$32.94	\$66.95	\$699.00 N-FD-300WIFI	FOB DEST
FIRST DATA 150 Terminal	FD150 terminal PCI 5 N-FD-150	\$35.93	\$29.94	\$61.95	\$549.00 N-FD-150	FOB DEST
FIRST DATA RP10 Pin pad	N-RP10 Pin Pad for use with FD150	\$12.93	\$9.94	\$32.95	\$219.00 N-RP10	FOB DEST
Verifone ENGAGE,P200 pin pad	ENGAGE,P200,NAA NON TOUCH ,128MB+256MB,2 SAM, STD KEYPAD,PG 1.3(M430-003-01-NAA-5), PCI 5 N-P200	\$12.93	\$9.94	\$32.95	\$219.00 N-P200	FOB DEST
Verifone ENGAGE, V400C PLUS	ENGAGE, V400C PLUS, CTLS, NAA, DE, STD KPD, NO BATT, 512/512MB(M425-053-04-NAA-5), PCI 5 N-V400CPLUS	\$39.93	\$32.94	\$66.95	\$699.00 N-V400CPLUS	FOB DEST
Verifone ENGAGE, V400M Terminal	ENGAGE, V400M,NAA,PORTABLE,TOUCH,4G/BT/WIFI,STD,KPD ,CTLS/BATT,LARGE MEMORY,PCI 5.0(M475-013-34-NAA-5), PCI 5 N-V400M	\$39.93	\$32.94	\$66.95	\$699.00 N-V400M	FOB DEST
Ingenico Lane 3000 P2PE non Card Connect	Ingenico Lane 3000 TN Display USB, RS232, ETH, CLESS PCI V5 Must be used Semi intergrated	NA	NA	NA	\$328.88 N-LANE3000	FOB DEST
Ingenico Lane 5000 P2PE non Card Connect	Ingenico Lane 5000. 3.5" Display, Stylus, POE, USB + RS232, Contactless, Audio Jack, Ethernet PCI V5 Must be used Semi intergrated	NA	NA	NA	\$341.59 N-LANE5000/TBD	FOB DEST
Ingenico Lane 7000 Standard P2PE non Card Connect	Ingenico Lane 7000 Standard Plus 5" AWVA Display USB, RS232, ETH, CLESS, POE. PCI V5 Must be used Semi intergrated	NA	NA	NA	\$455.87 N-LANE7000+	FOB DEST

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms
Ingenico Deluxe Lane 7000. P2PE non Card Connect	Ingenico Deluxe Lane 7000. 5" Display, Stylus, POE, USB + RS232, Contactless, Audio Jack, Ethernet Switch, Wi-Fi. BLE, BT. PCI V5 Must be used Semi intergrated	NA	NA	NA	\$544.76 N-LANE7000	FOB DEST
Ingenico Wall plug	Ingenico Wall plug PSU for US 110V- Lane 3000, 5000, and 7000	NA	NA	NA	\$16.51 PWR-296196003	FOB DEST
Ingenico Lane 7000 Stack stand	Ingenico Lane 7/8000 Stack stand – ABS/PC tilt / swivel base with Lane 7/8000 UPM. Includes glue pad. Non-locking. To lock, add SEN351603. Plastic stand	NA	NA	NA	\$47.62 SEN351573	FOB DEST
Ingenico Push Lock	Ingenico Push Lock For use on Lane Series using UPM system	NA	NA	NA	\$24.76 MIS-SEN351603	FOB DEST
Ingenico Lane7000 /8000 duratilt stand	Ingenico Lane7000 /8000 duratilt stand - tilt/swivel steel base with Lane/7000 & Lane/8000 UPM. Includes glue pad Non-locking.	NA	NA	NA	\$62.22 STCK-SEN351574	FOB DEST
Magtek Mini USB Card Reader	Magtek Mini USB Card Reader 21040109	n/a	n/a	n/a	\$199.00 N-miniM-usb	FOB DEST
Magtek Mini Micr 3800 Check Reader works with FD150	Magtek Mini Micr 3800 Check Reader Needs cable kit KIT-FD-MAG CBL	\$12.93	\$9.94	n/a	\$249.00 N-MINIM3800	FOB DEST
Datawire Micronode MN1400	Datawire Micronode MN1400 ((additional \$15 per month, monthly maintenance fee is billed under monthly fees)	\$36.93	\$30.94	n/a	\$649.00 N-MN1400	FOB DEST
USB Magtek Check Reader Package	Magtek Safe Secure Card Reader USB HID (w/MSR Single Feed) Part# 22551001 and USB Cable Digital Check TSXXX / Canon CR-25 CR-55 / P7000S (A to B) Part# CBL- CA0039 Available TeleCheck products for this device are; Billing Component Pricing ECA, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$14.93	\$11.94	n/a	\$269.00 USB Magtek Check Reader Package	FOB DEST
Magte IMAGE\$374SAFE USB SCANNER for use with Clover	MICRSAFE USB SCANNER, MSR, SECURITY LEVEL 2, MAGENSA KEY, 22551002-MSR	n/a	n/a	n/a	\$374.00 N-MAG22551002	FOB DEST

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms
USB Epson Check Imager Package	Epson CaptureOne DUAL SIDED IMAGER (replaces the Excella22310102 part# CAP1-30-100 and Power Cord-US 3 Prong 6 FT(attaches to power pack) part# CBL-07152-02 and USB Cable Digital Check TSXXX / Canon CR-25 CR-55 / P7000S (A to B) part# CBL- CA0039 and Power Supply EPSON 220E/325/375/675/6000/9100 W/ US Cord part# PWR-C825343 and Ink Cartridge EPSON Capture One Franking part# MIS-EFC-01 Available TeleCheck products for this device are;Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$28.93	\$22.94	n/a	\$699.00 N-CAP1-30-100	FOB DEST
USB Magtek Check Scanner Package	Magtek MINIMICR Scanner, MICR Only, 3 Track (w/MSR Single Feed) part# 22533003 and Cable MINI MICR To USB Interface part# CBL-22517583 and Power Supply MAGTEK MICR IMAGE part# PWR-64300090 Available TeleCheck products for this device are; ECA, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$15.93	\$10.94	n/a	\$399.00 USB Magtek Check Scanner Package	FOB DEST
Serial Magtek Check Scanner Package	Magtek Image Safe Scanner (replaces the MDX22360001) part# 22370001 and Cable- USB Cable Digital Check TSXXX, Canon CR-25 CR-55, P7000S part # CBL-CA0039 and Power Supply part# PWR-64300090 Available TeleCheck products for this device are; ECA, Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD Works with Clover	\$19.93	\$14.94	n/a	\$499.00 N-MAG2237001	FOB DEST
DB25 TO RJ45 CBL-13542-01	DB25 TO RJ45 (CONNECTOR DB-25 CONNECTS TO MN1400) (USE WITH 13836-01)	n/a	n/a	n/a	\$6.89 CBL-13542-01	FOB DEST
ZG9 CABLE CBL-193733035	ZG9 CABLE, FD-30/FD-35 TO FD-100/FD-200/FD-300 (USB) 12FT	n/a	n/a	n/a	\$3.54 CBL-193733035	FOB DEST
CABLE USB MAGTEK	CABLE USB MAGTEK	n/a	n/a	n/a	\$6.94 CBL-22410313	FOB DEST
CABLE MAGTEK TO T7P/FIP11 DB9	CABLE MAGTEK TO T7P/FIP11 DB9	n/a	n/a	n/a	\$10.22 CBL-22517509	FOB DEST
CABLE MAGTEK TO T420/T460 12 FT	CABLE MAGTEK TO T420/T460 12 FT	n/a	n/a	n/a	\$18.95 CBL-22517518	FOB DEST
ZH10 FD100/MAGTEK CHECK READER CABLE KIT works with FD150	ZH10 FD100/MAGTEK CHECK READER CABLE KIT	n/a	n/a	n/a	\$4.29 KIT-FD-MAG CBL	FOB DEST
PWR SUPPLY VX520/FD55 PWR252-001-02-A	PWR SUPPLY VX520/FD55 PWR252-001-02-A	n/a	n/a	n/a	\$6.02 PWR-252-001-02	FOB DEST

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms
POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	n/a	n/a	n/a	\$10.04 PWR-64300090	FOB DEST
POWER ADAPTOR (MAGTEK)	POWER ADAPTOR (MAGTEK)	n/a	n/a	n/a	\$7.04 PWR-MAGTEK	FOB DEST
Verifone MX915	VFI MX915 PCI 3.X, SC, TCH, ETH, SIG, CTLS	n/a	n/a	n/a	\$494.00 N-MX915-DCCTLSC	FOB DEST
Verifone MX925	MX925 PCI 3.X, SC, TCH, ETH, SIG INTERNAL CTLS	n/a	n/a	n/a	\$747.00 N-MX925-509-01R	FOB DEST
MX915 & MX925 Ethernet Cable	MX915 & MX925 Ethernet Cable - CABLE BLUE MX8XX ENET USB- DEVICE (23741-02-R)	n/a	n/a	n/a	\$27.50 CBL-23741-02	FOB DEST
MX9XX Power Supply	POWER SUPPLY MX880/MX915 PWR ADAPTOR	n/a	n/a	n/a	\$23.00 PWR-132003-01A	FOB DEST
MX9XX Green Ethernet USB-Host Cable	CABLE GREEN MX8XX ENET USB-HOST DB9 2M	n/a	n/a	n/a	\$60.00 CBL-23740-02	FOB DEST
MX9XX Red Ethernet Cable	BERG + PWR AUDIO, TAILGATE, ETH, USB USB, OTG, COM2 (Red)	n/a	n/a	n/a	\$32.09 MIS-602-00R	FOB DEST
MX9XX License	VERIFONE AP-XPISFW-36-LI 5YR XPI LICENSES FOR EMV	n/a	n/a	n/a	\$36.90 AP-XPISFW-60-LI	FOB DEST
TransArmor	TransArmor - tokenization - fee is per transaction	n/a	n/a	n/a	\$0.01 TransArmor	n/a
TransArmor P2P e	TransArmor P2PE - tokenization - fee is per transaction	n/a	n/a	n/a	\$0.03 TransArmor	n/a
Address Verification Service (AVS)	Address Verification Service (AVS) - fee is per transaction	n/a	n/a	n/a	waived Address Verification Service (AVS) Fee	n/a
PCI Compliance Program Fee	PCI Compliance Program Fee - charged per Merchant Id (MID) per year, waived for Level 1 and 2 Merchants	n/a	n/a	n/a	\$99.00 PCI Compliance Program Fee	n/a
PCI Non-Compliance Fee	PCI Non-Compliance Fee - charged per Merchant Id (MID) per Month, Cost for Non-Compliance with PCI; waived for PCI Level 1 and Level 2 Merchants	n/a	n/a	n/a	\$19.95 PCI Non-Compliance Fee	n/a
PCI-RAPID-COMPLY	First Data's PCI Rapid Comply simplifies the PCI DSS process. It will assist level 3 and 4 merchant to complete the components required for compliance certification, which include a Self-Assessment Questionnaire (SAQ). Applicable to PCI level 3 and 4 merchants.	n/a	n/a	n/a	Waived for Commonwealth agencies, available to COSTARS participants via the TransArmor bundle	PCI-RAPID-COMPLY n/a
Smart Routing	Smart Routing for Card present debit transactions - charged per debit transaction	n/a	n/a	n/a	\$0.003 per debit transaction	Smart Routing n/a

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms
No-Problem-Found (NPF) Repair / Repair Diagnostic Fee	For denied warranty Claims where the client elects to not have the unit repaired once quoted or for returned equipment that tests out as No-Problem-Found (NFP).	n/a	n/a	n/a	\$45 per unit, shipping is not included	No-Problem-Found (NPF) Repair / Repair Diagnostic Fee Merchant Pays for shipping to First Data unless cover by ARP. Returned item shipping by Merchant unless repairs covered by ARP or manufacturer Warranty.
Programming fees						
Debit Key Injection (per injection)		n/a	n/a	n/a	\$15	n/a
TransArmor Encryption Key Injection (per injection)		n/a	n/a	n/a	\$39	n/a
Application Load (per load)		n/a	n/a	n/a	\$10	n/a
EVM Application Load		n/a	n/a	n/a	\$10	n/a

Telecheck - Hardware Related Fee						
Terminal Application Update Fee - per terminal when a terminal application update is made available for additional features, different information or regulatory compliance.		n/a	n/a	n/a	Waived	n/a

Additional Products and Services						Unit base	
DataFile Manager (DFM) Setup Fee	Raw Data and report wizard. A contract product addendum will be required to order this.	n/a	n/a	n/a	\$3,125.00 one time set up fee	n/a	updated pricing
DataFile Manager (DFM) per User per Month fee	DFM user fee charged monthly	n/a	n/a	n/a	\$165.00 per month per user	n/a	updated pricing
Legacy Data Conversion - any Token to TransArmor Tokens	Bulk conversion of old tokens to new Trans Armor tokens. Cost is per token submitted for conversion.	n/a	n/a	n/a	0.05 per token converted	n/a	
Card Brand decals LARGE 6 X 8 IN	DEC-6SPOT-LRG (TP) VISA-M/C-DISC-DCI-JCB-AMEX LARGE 6 X 8 IN	n/a	n/a	n/a	\$3.35	DEC-6SPOT-LRG	new
Card Brand decals MEDIUM	DEC-6SPOT-MED (TP) DECAL, VISA-M/C-DISC-DCI-JCB-AMEX MEDIUM	n/a	n/a	n/a	\$0.55	DEC-6SPOT-MED	new
Card Brand decals SMALL WINDOW 4 X 5 IN	DEC-V/M DECAL-S (TP) DECAL, VISA-MC SMALL WINDOW 4 X 5 IN	n/a	n/a	n/a	\$0.80	DEC-V/M DECAL-S	new

OFFLINE BAFO COST SUBMITTAL

Addendum Required	
n/a	new
n/a	new
FDMS POS Lease Agreement Standalone (when leasing or renting)	new
FDMS POS Lease Agreement Standalone (when leasing or renting)	new
n/a	new
FDMS POS Lease Agreement Standalone (when leasing or renting)	new
FDMS POS Lease Agreement Standalone (when leasing or renting)	new
FDMS POS Lease Agreement Standalone (when leasing or renting)	new
FDMS POS Lease Agreement Standalone (when leasing or renting)	new
FDMS POS Lease Agreement Standalone (when leasing or renting)	new
FDMS POS Lease Agreement Standalone (when leasing or renting)	new
FDMS POS Lease Agreement Standalone (when leasing or renting)	new
FDMS POS Lease Agreement Standalone (when leasing or renting)	new
not available for rent or lease	new
not available for rent or lease	new
not available for rent or lease	new

OFFLINE BAFO COST SUBMITTAL

Addendum Required	
not available for rent or lease	new
not available for rent or lease	new
not available for rent or lease	new
not available for rent or lease	new
not available for rent or lease	new
n/a	Part # updated
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum	
FDMS POS Lease Agreement Standalone (when leasing or renting)	
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum SNR request only	
new	new

OFFLINE BAFO COST SUBMITTAL

Addendum Required

FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum. SNR request only
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
Special needs request
n/a
Special needs request
Special needs request
n/a
n/a
n/a

Part # updated

Part # updated

OFFLINE BAFO COST SUBMITTAL

Addendum Required	
n/a	
n/a	
n/a	
n/a	
n/a	
n/a	
n/a	
n/a	
n/a	
TransArmor Addendum or TransArmor bundle	
new	new
n/a	
n/a	
n/a	
TransArmor Bundle for COSTARS participants. First Data Relational Manager will generate userids for Commonwealth agencies that are level 3 or 4 merchants that wish to use the service. http://www.pcirapidcomply.com	moved to make more sense
n/a	clarifiation added to discription

OFFLINE BAFO COST SUBMITTAL

Addendum Required

n/a

n/a

ADVANCE REPLACEMENT WARRANTY (ARP)

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.

Manufacturer Warranty is 1 year.

Note: ARP is for purchased hardware; warranty language for leased equipment is found in the Equipment Lease Agreement

Part Number	Hardware Brand	Description	ARP Program	1 Year Beyond Mfg Warranty	2 Years Beyond Mfg Warranty	3 Years Beyond Mfg Warranty	4 Years Beyond Mfg Warranty	Comments	Addendum Required Cross Reference
N-TS240-50IJE	Digital Check	DIGITAL CHECK TS240-50, ENERGYSTAR ENHANCED, WITH INK JET 153000-72	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-30-100	Epson	CAPTURE ONE 30-100, CAP1 30-100, A41A266111	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-SINGLE	Epson	EPSON CAP ONE SINGLE SCANR (1 POCKET) C130A41A266511	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-130	First Data	TERMINAL/ PP, FD130 W/MODEM/LAN/WIFI (ROHS) - US 001867064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-130-DUO	First Data	TERMINAL FD130-DUO W/MODEM/LAN/WIFI (ROHS) - US 001869064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-35-HW	First Data	PINPAD 8006L1-1C STRAIGHT USB (ROHS) 001791064	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-410	First Data	PORTABLE TERMINAL W/3G+WIFI T103P FD410_U(ROHS) 001994064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum

Part Number	Hardware Brand	Description	ARP Program	1 Year Beyond Mfg Warranty	2 Years Beyond Mfg Warranty	3 Years Beyond Mfg Warranty	4 Years Beyond Mfg Warranty	Comments	Addendum Required Cross Reference
N-MINIM3800	MagTek Inc	MINIMICR 3800 (22522003)	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-MX915-DCCTLSC	VeriFone Inc	VFI MX915 PCI 3.X, SC, TCH, ETH, SIG, CTLS, M132-409-01-R (CABLES AND POWER PACKS SOLD SEPARATELY)	Multi Lane	n/a	n/a	\$99.00	\$109.00	ARP minimum term is 3 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-MX925-509-01R	VeriFone Inc	MX925, M132-509-01-R, PCI 3.X, SC, TCH, ETH, SIG INTERNAL CTLS	Multi Lane	n/a	n/a	\$99.00	\$109.00	ARP minimum term is 3 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-VX520-CTL	VeriFone Inc	VX520 CTLS, D/C, EMV/SC PCI 3.0 M252-653-A3-NAA-3	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-VX520-DCSC3	VeriFone Inc	VX520 DIAL/ETH 128/32 MB STD KPD SCR 49MM M252-753-03-NAA-3	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
LTR-GEN-SWAP	First Data	SWAP Fee for ARP program. When Total number of Product replacements for all Client installations utilizing the ARP Program exceeds 10% of the total number of units installed in all Client locations on an annual basis.	n/a	waived	waived	waived	waived		TASQ Advanced Replacement Plan (ARP) Addendum



FULLY EXECUTED - CHANGE 6
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 09/25/2019
Valid From: 11/01/2016 To: 10/31/2021

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 511216

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-346-3820

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Supplier Phone Number: 954-845-5022

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 6
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 09/25/2019
Valid From: 11/01/2016 To: 10/31/2021

Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:

AMENDMENT NUMBER 4

TO

CONTRACT NO. 4400016084

This Amendment No. 4 to Contract No. 4400016084 (the Contract) is by and between First Data Merchant Services, LLC (“Contractor”) and the Commonwealth of Pennsylvania, acting through the Department of General Services (“DGS”).

WHEREAS, the Contractor and DGS entered into the Contract, identified as SRM No. 4400016084, for the provision of electronic payment processing services beginning with contract execution and ending October 31, 2021;

WHEREAS, the Contractor has agreed to provide Debit Services to the Commonwealth of Pennsylvania;

WHEREAS, the Commonwealth desires to have the ability to utilize Debit Services, which are described below and not currently listed in the Contract;

WHEREAS, the Contractor has agreed to provide Smart RoutingSM Services to the Commonwealth;

WHEREAS, the Commonwealth desires to have the ability to utilize Smart RoutingSM Services, which are described below and not currently listed in the Contract; and

WHEREAS, the Contractor and DGS desire to amend the Contract to allow the product list update to occur monthly and to clarify the process of updating the product list;

NOW THEREFORE, for valuable mutual consideration and intending to be legally bound hereby, the parties agree as follows:

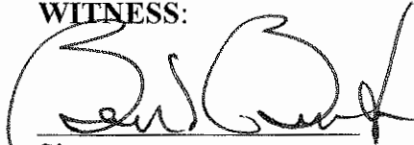
1. As an additional service, First Data Merchant Services, will provide the Commonwealth with Debit Services as identified and described in Exhibit A, Debit Services Addendum
2. As an additional service, First Data Merchant Services, will provide the Commonwealth with Smart RoutingSM Services as identified and described in Exhibit B, Smart RoutingSM Services Addendum.
3. **Additions to the Product List.** Per Section H. Product List of Exhibit C – Final Negotiated Cost Submittal in the Contract, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth (Tab 10 of the Cost Submittal). The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

- a. Pursuant to this Amendment Number 4, the Commonwealth is replacing the final sentence of Section H. Product List of Exhibit C – Final Negotiated Cost Submittal referencing the time period of semi-annual with:
 - i. The product list, including services and equipment, shall be updated on a monthly basis (if necessary) provided to the Commonwealth in the Cost Submittal Format.
 - b. The Commonwealth wishes to clarify through this Amendment Number 4, that the product list update shall include services and equipment, in addition to products.
 - c. Any additions to the Contract that results in additional costs, must be requested to Office of the Budget, Comptroller Operations (“OB”). OB and DGS Bureau of Procurement (“DGS BOP”) will review the request to verify change is within the scope of the Contract and send its approval or denial to First Data and the Commonwealth Agency requesting the change. Any related costs due to the change will be processed for payment by OB through the Non-PO Invoice processing system. Purchase orders are not issued on this Contract. No formal Amendment is required to add the product/service/equipment to the Contract.
4. Except as amended by this Amendment Number 4, all other terms and conditions of the Contract and Amendment Number 3 shall remain as originally written.

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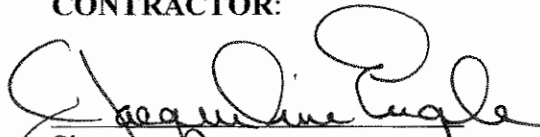
IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 4 to the Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, paragraph 12 Signatures.

WITNESS:


Signature

Bonnie Bausmith - 8.6.2019
Printed Name/Date

CONTRACTOR:


Signature

Jacqueline Engle, Vice President - 8.6.2019
Printed Name/Title/Date


Federal Identification Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

APPROVED:

To be obtained electronically
Comptroller Date



FULLY EXECUTED - CHANGE 5
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 01/17/2019
Valid From: 11/01/2016 To: 10/31/2021

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Gress Michael
Phone: 717-346-2670
Fax: 717-783-6241

Your SAP Vendor Number with us: 511216

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Supplier Phone Number: 954-845-5022

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 5
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 01/17/2019
Valid From: 11/01/2016 To: 10/31/2021

Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:

OFFLINE BAFO COST SUBMITTAL

Overview

The Cost Submittal Worksheets contained in this workbook shall constitute the Offline Best and Final Offer (BAFO) Cost Submittal and is due via email to Jennifer Habowski (jhabowski@pa.gov) by the date and time outlined in the Reverse Auction Package.

Offerors must complete ALL HIGHLIGHTED SPACES shown on the OFFLINE BAFO COST SUBMITTAL OVERVIEW and COST WORKSHEETS (Tabs 2-10).

The selected Offeror will only be reimbursed for the charges as outlined in the Offline BAFO Cost Submittal (Attachment B) and for items acquired by the Commonwealth through the Selected Offeror's Product List (Tab 10). **The pricing in the Offline BAFO Cost Submittal submitted to DGS must be consistent with the Offeror's BAFO Price submitted during the live online auction.**

****Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.****

Cost Formulation: Projected Totals

For purposes of this cost proposal, the following table presents a projection of estimated credit card volumes for Unbundled, Bundled and Non-Bank Card Costs. These projections reflect the Commonwealth's best estimate of future volumes and are based on existing applications or applications under development. No consideration is given for potential future applications. The following projected information is provided for the Offeror's use in developing its costs under this proposal and should NOT be considered a guarantee of actual transactions or dollar amounts over the life of the Contract.

OFFLINE BAFO COST SUBMITTAL

**PROJECTED FULL SERVICE PROCESSING
FOR THE FIVE YEAR PERIOD: 2017 TO 2021
(Transaction Volumes in Thousandths)**

	<u>Year 2017</u>	<u>Year 2018</u>	<u>Year 2019</u>	<u>Year 2020</u>	<u>Year 2021</u>
1. PLCB MC/VISA					
Transaction Volume:	15,319.00	16,238.00	17,212.00	18,244.00	19,339.00
Dollar Volume:	\$ 699,014.00	\$ 740,955.00	\$ 785,412.00	\$ 832,537.00	\$ 882,489.00
2. COPA MC/VISA/DIS					
Transaction Volume:	6,549.00	6,942.00	7,358.00	7,800.00	8,268.00
Dollar Volume:	\$ 309,173.00	\$ 327,723.00	\$ 347,386.00	\$ 368,229.00	\$ 390,323.00
3. PLCB DIS					
Transaction Volume:	1,228.00	1,302.00	1,380.00	1,463.00	1,551.00
Dollar Volume:	\$ 52,372.00	\$ 55,514.00	\$ 58,845.00	\$ 62,376.00	\$ 66,119.00
4. PLCB AMEX					
Transaction Volume:	1,959.00	2,077.00	2,202.00	2,467.00	2,615.00
Dollar Volume:	\$ 218,014.00	\$ 231,095.00	\$ 244,961.00	\$ 259,659.00	\$ 275,239.00
5. COPA AMEX					
Transaction Volume:	426.00	451.00	478.00	506.00	536.00
Dollar Volume:	\$ 33,291.00	\$ 35,291.00	\$ 37,405.00	\$ 39,649.00	\$ 42,028.00
6. PLCB Debit Card					
Transaction Volume:	20,799.00	22,047.00	23,370.00	24,772.00	26,258.00
Dollar Volume:	\$ 632,678.00	\$ 670,639.00	\$ 710,877.00	\$ 753,530.00	\$ 798,742.00
7. COPA Debit Card					
Transaction Volume:	-	-	-	-	-
Dollar Volume:	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.00	\$ 5.00

OFFLINE BAFO COST SUBMITTAL

Cost Submittal Worksheets (Tabs 3 - 10)

1. Offerors must enter a single rate or % (as applicable) into each of the highlighted fields on Tabs 3 - 6. The numerical rate or % (as applicable) entered must account for all costs for processing a transaction. If a cost does not apply, enter "0". DO NOT leave any highlighted fields blank, or the proposal may be rejected.
2. On Tabs 7-9, Offerors must enter into the highlighted fields any additional Gateway Fees, Merchant Account fees, and ACH fees not included in any fees previously identified in this cost submittal. Gateway fees must be a past-thru cost.
3. As part of the Offline BAFO Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth (Tab 10). The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

Evaluated Costs

For evaluation purposes, Offerors must indicate pricing in the form of the transaction fee (\$ per transaction) based upon the annual volume of transactions for each type of transaction as indicated in the Cost Submittal Worksheets. The cost submittal will be evaluated as follows:

The Commonwealth will score the Cost submittals based upon costs set forth in 3. Unbundled Rate, 4. On-line Debit Card Costs, 5. Non-Bank Card Costs, 7. Gateway Fees and 8. Merchant Account Fees

Cost will be calculated pursuant to the formulas contained in the attached spreadsheets. The spreadsheets will calculate cost by applying the \$ per transaction fee and gateway fee (as appropriate) to the projected volume of transactions over the initial five years of the contract. The spreadsheet will also calculate the estimated monthly Merchant Account Fees over the initial term of the contract. These costs will be automatically calculated in the attached spreadsheets and the Group Total cost will automatically populate into the Cost Summary. Where the formulas in the spreadsheets and this written description may differ, the formulas in the spreadsheet take precedence.

Non-Evaluated Costs

The following services will not be included as a part of the cost evaluation; however, Offerors must enter a cost for these service/products.

1. Bundled Rates
2. ACH Fees
3. Product List

OFFLINE BAFO COST SUBMITTAL

Additional Notes

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- Do not include any reiteration of the technical proposal in the revised cost submittal.
- Do **not** modify the revised cost submittal in any way .
- Do not make assumptions in the revised cost submittal or your proposal may be rejected.

**FINAL NEGOTIATED COST SUBMITTAL OVERVIEW
RFP 6100033736**

OFFEROR NAME		CONTACT PERSON	
Santander Merchant Services		Dan McCurdy	
OFFEROR ADDRESS		EMAIL ADDRESS	
5565 Glenridge Connector NE		Daniel.mccurdy@firstdata.com	
Atlanta, Georgia 30342		PHONE NUMBER	FAX NUMBER
		717-576-7200	n/a
		VENDOR NUMBER	FEDERAL ID OR SSN
		n/a	59-2126793

COST SUMMARY

Unbundled Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Unbundled Dial Up	0.0390	6,549,000	255,143.70
2017	Unbundled Leased	0.0090	15,319,000	137,245.76
2018	Unbundled Dial Up	0.0390	6,942,000	270,454.66
2018	Unbundled Leased	0.0090	16,238,000	145,479.25
2019	Unbundled Dial Up	0.0390	7,358,000	286,661.69
2019	Unbundled Leased	0.0090	17,212,000	154,205.50
2020	Unbundled Dial Up	0.0390	7,800,000	303,881.65
2020	Unbundled Leased	0.0090	18,244,000	163,451.38
2021	Unbundled Dial Up	0.0390	8,268,000	322,114.54
2021	Unbundled Leased	0.0090	19,339,000	173,261.68
Estimated Unbundled Rate for 5 years				2,211,899.81

***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

Debit Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Online Debit Dial up	0.0090	-	-
2017	Online Debit Leased	0.0090	20,799,000	186,342.10
2018	Online Debit Dial up	0.0090	-	-
2018	Online Debit Leased	0.0090	22,047,000	197,523.16
2019	Online Debit Dialup	0.0090	-	-
2019	Online Debit Leased	0.0090	23,370,000	209,376.16
2020	Online Debit Dialup	0.0090	-	-
2020	Online Debit Leased	0.0090	24,772,000	221,936.94
2021	Online Debit Dialup	0.0090	-	-
2021	Online Debit Leased	0.0090	26,258,000	235,250.29
Estimated Debit Rate for 5 years				1,050,428.65

Non-Bank Card Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Non-Bank Dial up	0.0090	426,000	3,816.61
2017	Non-Bank Leased	0.0090	3,187,000	28,552.92
2018	Non-Bank Dial up	0.0090	451,000	4,040.59
2018	Non-Bank Leased	0.0090	3,379,000	30,273.09
2019	Non-Bank Dial up	0.0090	478,000	4,282.49
2019	Non-Bank Leased	0.0090	3,582,000	32,091.80
2020	Non-Bank Dial up	0.0090	506,000	4,533.35
2020	Non-Bank Leased	0.0090	3,930,000	35,209.60
2021	Non-Bank Dial up	0.0090	536,000	4,802.12
2021	Non-Bank Leased	0.0090	4,166,000	37,323.97
Estimated Non-Bank Card Rate for 5 years				184,926.54

Monthly Merchant Account Fee

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Monthly Account Fee	239.400	75	17,955.00
2018	Monthly Account Fee	239.400	80	19,152.00
2019	Monthly Account Fee	239.400	85	20,349.00
2020	Monthly Account Fee	239.400	90	21,546.00
2021	Monthly Account Fee	239.400	95	22,743.00
Estimated Monthly Merchant Account Fees for 5 years				101,745.00

Group Total to be Evaluated for the Initial Term of the Contract - 5 Years	\$ 3,549,000.00
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***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

A. **Unbundled Rate.** Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for the unbundled rate. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 1&2 (PLCB MC/VISA and COPA MC/VISA/DIS) as outlined on Tab 1. Instructions.

Annual Volume of Transactions for Visa/MasterCard / Discover* / Offline Debit Cards *Does not include PLCB Discover processing		UNBUNDLED TRANSACTION FEE															UNBUNDLED TRANSACTION FEE															
		Transaction Fee for each Visa, MasterCard, Discover*, Offline Debit Card Transaction (\$ per transaction)																														
		Year 1					Year 2					Year 3					Year 4					Year 5										
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost			
0	-	5,000,000	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93
5,000,001	-	10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85
10,000,001	-	11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04
11,000,001	-	12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22
12,000,001	-	13,000,000	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41
13,000,001	-	14,000,000	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59
14,000,001	-	15,000,000	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78
15,000,001	-	16,000,000	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96
16,000,001	-	17,000,000	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15
17,000,001	-	18,000,000	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34
18,000,001	-	19,000,000	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52
19,000,001	-	20,000,000	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71
20,000,001	-	21,000,000	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89
21,000,001	-	22,000,000	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08
22,000,001	-	23,000,000	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26
23,000,001	-	24,000,000	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45
24,000,001	-	25,000,000	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63
25,000,001	-	26,000,000	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82
26,000,001	-	27,000,000	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00
27,000,001	-	28,000,000	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19
28,000,001	-	29,000,000	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37
29,000,001	-	30,000,000	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56
					3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75
					Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs. **

FINAL NEGOTIATED COST SUBMITTAL

B. On-line Debit Card Costs. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Online Debit Card transactions. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 6 & 7 (PLCB Debit Card and COPA Debit Card transactions) as outlined on Tab 1. Instructions.

ANNUAL VOLUME OF TRANSACTIONS FOR ONLINE DEBIT CARDS		ONLINE DEBIT TRANSACTIONS																								
		Transaction Fee for Online Debit Card Transactions (\$ per transaction)																								
		Year 2						Year 3						Year 4						Year 5						
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost			
0 - 5,000,000	\$0.00896	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93
5,000,001 - 10,000,000	\$0.00896	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85
10,000,001 - 11,000,000	\$0.00896	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04
11,000,001 - 12,000,000	\$0.00896	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22
12,000,001 - 13,000,000	\$0.00896	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41
13,000,001 - 14,000,000	\$0.00896	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59
14,000,001 - 15,000,000	\$0.00896	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78
15,000,001 - 16,000,000	\$0.00896	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96
16,000,001 - 17,000,000	\$0.00896	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15
17,000,001 - 18,000,000	\$0.00896	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34
18,000,001 - 19,000,000	\$0.00896	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52
19,000,001 - 20,000,000	\$0.00896	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71
20,000,001 - 21,000,000	\$0.00896	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89
21,000,001 - 22,000,000	\$0.00896	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08
22,000,001 - 23,000,000	\$0.00896	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26
23,000,001 - 24,000,000	\$0.00896	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45
24,000,001 - 25,000,000	\$0.00896	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63
25,000,001 - 26,000,000	\$0.00896	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82
26,000,001 - 27,000,000	\$0.00896	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00
27,000,001 - 28,000,000	\$0.00896	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19
28,000,001 - 29,000,000	\$0.00896	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37
29,000,001 - 30,000,000	\$0.00896	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56
		3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75
		Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section 1-32 of the RFP, if opted by the successful Offeror.

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

C. **Non-Bank Card Costs.** Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Discover and American Express. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 3, 4 & 5 (PLCB Dis/PLCB Amex/COPA Amex) as outlined on Tab 1. Instructions.

Note: The Commonwealth and PLCB separately contract with American Express and the funding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

Number of Transactions for American Express and Discover (Annual Volume)	Transaction Fee for American Express and Discover Transactions (\$ per Transaction)	NON-BANK CARD TRANSACTIONS															NON-BANK CARD TRANSACTIONS														
		Year 1					Year 2					Year 3					Year 4					Year 5									
		Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost						
0 - 2,000,000	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37							
2,000,001 - 2,500,000	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96							
2,500,001 - 3,000,000	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56							
3,000,001 - 3,500,000	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15							
3,500,001 - 4,000,000	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74							
4,000,001 - 4,500,000	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33							
4,500,001 - 5,000,000	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93							
5,000,001 - 5,500,000	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52							
5,500,001 - 6,000,000	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11							
6,000,001 - 6,500,000	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70							
6,500,001 - 7,000,000	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30							
7,000,001 - 7,500,000	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89							
7,500,001 - 8,000,000	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48							
8,000,001 - 8,500,000	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08							
8,500,001 - 9,000,000	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67							
9,000,001 - 9,500,000	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26							
9,500,001 - 10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85							
10,000,001 - 10,500,000	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45							
10,500,001 - 11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04							
11,000,001 - 11,500,000	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63							
11,500,001 - 12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22							
12,000,001 - 12,500,000	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82							
			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06							
			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease							

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks agency rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

FINAL NEGOTIATED COST SUBMITTAL

D. Bundled Rate. A bundled rate includes all service fees, including pass-through fees. Enter the bundled rate in the highlighted fields for both “card present” and “card not present” transactions, as outlined below. Separate fees must be presented for Visa, MasterCard, Discover*, offline Debit Cards and online Debit Cards.

Note: PA State Police is the only agency currently using the bundled rate.

B-1: Bundled Rate Year 1.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-2: Bundled Rate Year 2.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-3: Bundled Rate Year 3.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-4: Bundled Rate Year 4.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

B-5: Bundled Rate Year 5.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.*

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

E. Gateway Fees*/Set-up Fees. Identify additional gateways/set-up fees not included in any fees previously identified in this cost submittal.

*Gateway fees refers to all fees related to any technology costs associated with the overall solution (including the hosted payment page). The commonwealth expects to pay one flat fee for all technical components of the service. The gateway fees, set-up fees and ongoing fees should be passed through at cost to the commonwealth (i.e. One Time Set Up Fees Per Merchant ID and On Going Per Transaction)

Item Description	Fee
Payeezy Per Transaction Gateway Fee	\$ 0.0300
Payeezy Monthly Gateway Fee.	\$ 19.95
First Data Global Gateway Set-up Fee	\$ -

Billing #	Element	Description	Price (USD \$)	Per Unit
5243	GATEWAY FEES FOR CARD TRANSACTIONS	This element identifies the charge for processing PayPoint transaction for One-time Credit Card transactions and Recurring Credit Card Transactions. Pricing does not include merchant processing fees, (i.e. interchange fees, dues, assessments, etc), custom implementations, or custom reporting. For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.	0.08	/transaction
5245	GATEWAY FEES FOR ACH TRANSACTIONS	This element identifies the charge for processing One-Time eCheck Transactions and Recurring eCheck Transactions. Standard eCheck processing includes basic processing through TeleCheck. Additional TeleCheck services are priced and contracted separately. For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.	0.1	/transaction
5246	CONSUMER PAYMENTS	This element identifies the per transaction surcharge for a payment using Consumer Payments Web or Consumer Payments IVR in addition to the Gateway Fees,	0.02	/transaction
5247	CONSUMER PAYMENTS SUMMARY PRESENTMENT	This element identifies the per transaction surcharge to use summary presentment feature – includes uploading summary billing data and displaying it to a consumer using the Consumer Payments interface. This is in addition to the Consumer Payments and Gateway Fees,	0.02	/transaction
5241	ADMINISTRATION SITE PAYMENTS	This element identifies the per transaction surcharge to use the PayPoint Administration Site for making and canceling payments in addition to the Gateway Fees,	0.02	/transaction
5242	IMPLEMENTATION FEE	This element identifies the charge for implementing the PayPoint Payment Gateway. Maximum of ten PayPoint applications will be boarded under this pricing. Additional applications are \$100/application. *Waived with \$500 monthly minimum and three year contract	3000*	one-time
5244	IVR MINUTES	This element identifies the charge for telecommunication fees for using Consumer Payments IVR	0.08	/minute
5248	ON-SITE TRAINING	This element identifies the charge for PayPoint training, if delivered on site. Standard Pricing includes remote training for PayPoint Administration Site and Consumer Payments, if applicable.	2000	
5249	DEVELOPMENT SURCHARGE	This element identifies the custom development charges. Custom development or custom client integration are not included in the Standard Pricing and will be quoted separately.	200/hour	One-time
5252	MONTHLY MINIMUM TRANSACTION FEE	This element identifies the monthly minimum charges. This will be charged if the total of all other charges do not exceed this minimum amount.	500	/month
5254	PAYMENT EMAIL NOTIFICATION	This element identifies the charge for payment notification emails.	0.01	/transaction

Special Fees.

Commonwealth will be responsible for paying for its own data transmission costs, including the cost of high-speed connectivity (i.e., leased line charges) and the set-up fees associated with installation and configuration of Commonwealth's high-speed connections.

Card Connect gateway fees

Tiered pricing based on annual credit card processing volume through Card Connect

Gateway only, Tokenization is mandatory


Min number of transactions	Maximum number of transactions	Card Gateway Fee	Token Fee
0	25000	0.085	0.05
25001	50000	0.075	0.05
50001	100000	0.065	0.05
100001	250000	0.055	0.05
250001	500000	0.045	0.05
500001	1000000	0.045	0.05
1000001	3000000	0.045	0.05
3000001	+	0.035	0.05

Integration to ERP Systems

ERP system integration is charged a subscription fee as opposed to a per transaction fee. Tiers are based on merchant's monthly processing volume through Card Connect

Tier	Monthly Processing Volume (\$)	Subscription fee Cost (\$)
1	0 – 2,499,999	4,500
2	2,500,000 – 4,999,999	5,250
3	5,000,000 – 7,499,999	6,500
4	7,500,000 – 9,999,999	8,250
5	10,000,000+	9,500

Hardware

Hardware*	Purchase Cost	Shipping
iPP 320	\$310	FOB
iPP 350	\$360	FOB
iSC Touch 250	\$500	FOB
Ingenico iSMP4	\$500	FOB
Ingenico iSC Touch 480	\$600	FOB
Ingenico RP457c	\$150	FOB
iCT 220	\$170	FOB
iCT 250	\$220	FOB
Cable ethernet IPP3XX -A-STD-D	\$18	FOB
PSU US 100-240V/8V-2A LEVEL VI	\$18	FOB
IPPxx Stand tilt & Swivel, 0-65 degrees part # SEN351013	\$66	FOB
IPPxx Stand tilt & Swivel, 0-90 degrees Part #SEN351014	\$66	FOB
	\$10	FOB
IDTECH SREDkey Device	\$192	FOB
iSC Touch 250 Stand	\$102	FOB
iSC Touch 250Stylus 296162309	\$24	FOB
296196699 Battery Pack for all iSMP4 models. Works with Wi-Dock charger.	\$23	FOB
IDK351432 Wi-Dock Single-Bay Charger. Charges 1 Wi-Case tablet case. Simultaneous charging of tablet + iSMP4. PSU w/ power cable included	\$132	FOB
ENS Conversion kit for Verifone stand	\$34.80	FOB

Professional services*	Hourly rate
Card Connect Training (train the trainer)	\$165 per hour
Card Connect Project Management	\$175 per hour
Card Connect Implementation	\$185 per hour
Card Connect Programming Services	\$200 per hour

296196699

* Professional Services are time and materials (T&M) and will be quoted on a project by project basis via a mutually agreed to Statement of Work (SOW).

*Hourly rates do not include travel and expenses which are negotiated per SOW.

OFFLINE BAFO COST SUBMITTAL

F. Merchant Account Fee. Identify monthly merchant account fees and merchant account set-up fees.

Item Description	Fee
Monthly Fee per Merchant ID	\$ 19.95
Set up Fee per Merchant Account	\$ -
Chargeback Fee per each chargeback	\$ 5.50

OFFLINE BAFO COST SUBMITTAL

G. ACH Fees. Identify additional ACH fees not included in any fees previously identified in this cost submittal.

Item Description	Fee
TeleCheck® ECA Warranty Chargeable Rate	0.68%
TeleCheck® ECA Warranty Rate per check	\$0.12
TeleCheck® ECA Warranty Effective Rate	0.95%
TeleCheck® ECA Warranty Per Check \$	\$ 0.42
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ECA Verification Chargeable Rate	0.00%
TeleCheck® ECA Verification Rate per check	\$0.12
TeleCheck® ECA Verification Effective Rate	0.27%
TeleCheck® ECA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Warranty Chargeable Rate	1.25%
TeleCheck® ICA Warranty Rate per check	\$0.12
TeleCheck® ICA Warranty Effective Rate	1.52%
TeleCheck® ICA Warranty Per Check \$	\$ 0.68
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$7,500
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Verification Chargeable Rate	0.00%
TeleCheck® ICA Verification Rate per check	\$0.12
TeleCheck® ICA Verification Effective Rate	0.27%
TeleCheck® ICA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck's Electronic Check Acceptance (ECA) offers ACH settlement within 48 hours (or two banking days). Electronically process checks at the point of sale. The TeleCheck Internet Check Acceptance (ICA) service provides a secure and easy way to accept check payments over the Internet. TeleCheck's Internet Check Acceptance offers funding and settlement next banking day for all approved transactions received prior to 4PM CST.

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® Pro21 Warranty Chargeable Rate	0.68%
TeleCheck® Pro21 Warranty Rate per check	\$0.18
TeleCheck® Pro21 Warranty Effective Rate	1.08%
TeleCheck® Pro21 Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® Pro21 Verification Chargeable Rate	0.00%
TeleCheck® Pro21 Verification Rate per check	\$0.18
TeleCheck® Pro21 Verification Effective Rate	0.40%
TeleCheck® Pro21 Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® Pro21SM

Back office solution for mail-in or drop box payments that authorize and electronically settle all Personal, Business and Corporate checks with least cost routing via ACH or imaging.

Back office– Not a face to face transaction-payments received in drop box or mailed in. Merchant can process checks when they have the time such as the end of the day.

Reduction in Fees– TeleCheck absorbs deposit and return fees (warranty) on behalf of the merchant.

Client is funded in 2 banking days

Item Description	Fee
TeleCheck® e-Deposit Warranty Chargeable Rate	0.68%
TeleCheck® e-Deposit Warranty Rate per check	\$0.18
TeleCheck® e-Deposit Warranty Effective Rate	1.08%
TeleCheck® e-Deposit Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® e-Deposit Verification Chargeable Rate	0.00%
TeleCheck® e-Deposit Verification Rate per check	\$0.18
TeleCheck® e-Deposit Verification Effective Rate	0.40%
TeleCheck® e-Deposit Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® e-Deposit
 A point of sale or back office solution that authorizes and electronically settles all other check types via image exchange (Check 21/RDC) that are dropped off, mailed in or face to face.

Telecheck e-Deposit also offers

- * Ability to accept other payment types– Money Orders, Cashier, Travelers, Insurance and Government checks can be processed
- * No Risking– Items are imaged and sent to the bank-less trips to the bank
- * Reporting provided– Merchant will still receive a funding report from TeleCheck showing them the transactions processed and approved
- * Returns-Merchant does assume all risk.

Reduction in Fees– TeleCheck Warranty Programs absorb deposit and return fees (warranty) on behalf of the merchant.

Item Description	Fee
TeleCheck® ConnectPay Settlement Only service	\$ 0.065

ConnectPay Settlement Only service - To enroll ACH on file and issue authorization or purchase requests, refunds, and voids. Payments are made from in store purchases based on the purchasers’ pre-authorizations and are otherwise processed under the terms of the TeleCheck Internet Check Acceptance (ICA) service terms, except that TeleCheck provides no warranty for transactions. Under ConnectPay Settlement Only there is no database screening of payor or ACH, and the merchant assumes the risk and will repay TeleCheck for all returns.

Item Description	Fee
ConnectPay ACH on File Enrollment	\$ 0.55

ConnectPay ACH on File Enrollment - An enrollment is made by using the Enrollment APIs or Telcheck’s Hosted Enrollment Site. Pricing is per enrollment inquiry.

OFFLINE BAFO COST SUBMITTAL

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated								
Name	Description	Warranty language for leased equipment is found in the Equipment Lease Agreement		Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
		Lease 36 months	Lease 48 months					
FD 130 Terminal	First Data FD130 Terminal	\$35.93	\$29.94	\$61.95	\$549.00	N-FD-130	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
FD 35 PIN Pad	First Data FD35 PIN Pad	\$12.93	\$9.94	\$32.95	\$219.00	N-FD-35	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
FD35 Stand	FD35 Stand	n/a	n/a	n/a	\$49.00	STCK-194321064	FOB DEST	n/a
FD200 WiFi Terminal	FD200 WiFi Terminal	\$39.93	\$32.94	\$66.95	\$699.00	N-FD-200WIFI	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
FD300 WIFI Terminal	FD300 WiFi Terminal	\$39.93	\$32.94	\$66.95	\$699.00	N-FD-300WIFI	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
Magtek USB Wedge	Magtek USB Wedge	n/a	n/a	n/a	\$199.00	N-MAGWEDGE	FOB DEST	n/a
Magtek Mini USB Card Reader	Magtek Mini USB Card Reader	n/a	n/a	n/a	\$199.00	21040110	FOB DEST	n/a
Magtek Mini Micr 3800 Check Reader	Magtek Mini Micr 3800 Check Reader	\$12.93	\$9.94	n/a	\$249.00	N-MINIM3800	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
Printer P8000S USB	Printer P8000S USB	\$19.93	\$15.94	n/a	\$479.00	N- P8000S	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
Datawire Micronode MN1400	Datawire Micronode MN1400 ((additional \$15 per month, monthly maintenance fee is billed under monthly fees)	\$36.93	\$30.94	n/a	\$649.00	N-MN1400	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
USB Magtek Check Reader Package	Magtek Safe Secure Card Reader USB HID (w/MSR Single Feed) Part# 22551001 and USB Cable Digital Check TSXXX / Canon CR-25 CR-55 / P7000S (A to B) Part# CBL- CA0039 Available TeleCheck products for this device are; Billing Component Pricing ECA, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$14.93	\$11.94	n/a	\$269.00	USB Magtek Check Reader Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
Serial Magtek Check Reader Package	RDM EC7502 Reader with Franking Cartridge part #EC7502F and Cable- Cable RDM EC6000/EC7000 to USB Port 7 FT USB to USB part# CBL-5000-40091 and Power Supply part# PWR-302671 Available TeleCheck products for this device are; High Risk TCK Channel Support ECA, Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$18.93	\$13.94	n/a	\$399.00	Serial Magtek Check Reader Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
USB Epson Check Imager Package	Epson CaptureOne DUAL SIDED IMAGER (replaces the Excella22310102 part# CAP1-30-100 and Power Cord- US 3 Prong 6 FT(attaches to power pack) part# CBL-07152-02 and USB Cable Digital Check TSXXX / Canon CR-25 CR-55 / P7000S (A to B) part# CBL-CA0039 and Power Supply EPSON 220E/325/375/675/6000/9000/9100 W/ US Cord part# PWR-C825343 and Ink Cartridge EPSON Capture One Franking part# MIS-EFC-01 Available TeleCheck products for this device are;Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$28.93	\$22.94	n/a	\$699.00	USB Epson Check Imager Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
Serial Magtek Check Imager Package	Magtek MICR Imager Check RDR 3-TRK RS232 (w/MSR Cable) part#22410003 and Serial Magtek Imager - Cable Magtek Imager To DB9 Serial part# CBL-22410302 and Cable Telephone CBL 7' Phone CRD,6POS,4WIRE part# CBL-TELCO and Magtek Imager Power Supply part# 64300090 Available TeleCheck products for this device are; ECA, Lockbox, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$19.93	\$14.94	n/a	\$499.00	Serial Magtek Check Imager Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
USB Magtek Check Scanner Package	Magtek MINIMICR Scanner, MICR Only, 3 Track (w/MSR Single Feed) part# 22533003 and Cable MINI MICR To USB Interface part# CBL-22517583 and Power Supply MAGTEK MICR IMAGE part# PWR-64300090 Available TeleCheck products for this device are; ECA, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$15.93	\$10.94	n/a	\$399.00	USB Magtek Check Scanner Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
Serial Magtek Check Scanner Package	Magtek Image Safe Scanner (replaces the MDX22360001) part# 22370001 and Cable- USB Cable Digital Check TSXXX, Canon CR-25 CR-55, P7000S part # CBL-CA0039 and Power Supply part# PWR-64300090 Available TeleCheck products for this device are; ECA, Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$19.93	\$14.94	n/a	\$499.00	Serial Magtek Check Scanner Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
DB25 TO RJ45 CBL-13542-01	DB25 TO RJ45 (CONNECTOR DB-25 CONNECTS TO MN1400) (USE WITH 13836-01)	n/a	n/a	n/a	\$6.89	CBL-13542-01	FOB DEST	n/a
ZG9 CABLE CBL-193733035	ZG9 CABLE, FD-30/FD-35 TO FD-100/FD-200/FD-300 (USB) 12FT	n/a	n/a	n/a	\$3.54	CBL-193733035	FOB DEST	n/a
CABLE USB MAGTEK	CABLE USB MAGTEK	n/a	n/a	n/a	\$6.94	CBL-22410313	FOB DEST	n/a
CABLE RS232 (DB25 TO MAGTEK)	CABLE RS232 (DB25 TO MAGTEK)	n/a	n/a	n/a	\$9.76	CBL-22517507	FOB DEST	n/a
CABLE MAGTEK TO T7P/FIP11 DB9	CABLE MAGTEK TO T7P/FIP11 DB9	n/a	n/a	n/a	\$10.22	CBL-22517509	FOB DEST	n/a
CABLE MAGTEK TO T420/T460 12 FT	CABLE MAGTEK TO T420/T460 12 FT	n/a	n/a	n/a	\$18.95	CBL-22517518	FOB DEST	n/a
CABLE MAGTEK TO PRINTER	CABLE MAGTEK TO PRINTER	n/a	n/a	n/a	\$16.04	CBL-22517572	FOB DEST	n/a
(C2) CABLE MAGTEK TO O3200/O37XX/VX5XX/VX610	(C2) CABLE MAGTEK TO O3200/O37XX/VX5XX/VX610	n/a	n/a	n/a	\$9.04	CBL-22517580	FOB DEST	n/a
CABLE FD-30/FD-35 TO FD-100/FD-200/FD-300 (USB) 3 FT	CABLE FD-30/FD-35 TO FD-100/FD-200/FD-300 (USB) 3 FT	n/a	n/a	n/a	\$2.25	CBL-262649566	FOB DEST	n/a
PWR. SUPP.194488064,W/ AC CRD.194347064	PWR. SUPP.194488064,W/ AC CRD.194347064	n/a	n/a	n/a	\$9.10	KIT-FD130-PWR	FOB DEST	n/a
(PH) FIRST DATA FD300TIWIFI KIT	(PH) FIRST DATA FD300TIWIFI KIT	n/a	n/a	n/a	\$0.00	KIT-FD300TIWIFI	FOB DEST	n/a
(PH) FIRST DATA FD400CDMATI TERMINAL KIT	(PH) FIRST DATA FD400CDMATI TERMINAL KIT	n/a	n/a	n/a	\$0.00	KIT-FD400CDMATI	FOB DEST	n/a
(PH) FIRST DATA FD400GTGPRS TERM	(PH) FIRST DATA FD400GTGPRS TERM	n/a	n/a	n/a	\$0.00	KIT-FD400GTGPRS	FOB DEST	n/a
ZH10 FD100/MAGTEK CHECK READER CABLE KIT	ZH10 FD100/MAGTEK CHECK READER CABLE KIT	n/a	n/a	n/a	\$4.29	KIT-FD-MAG CBL	FOB DEST	n/a
FD 200 INSTALLATION INSTRUCTION GUIDE	FD 200 INSTALLATION INSTRUCTION GUIDE	n/a	n/a	n/a	\$1.35	MAN-CPI FD-200	FOB DEST	n/a
F5 (TP) MANUAL, FD-410 INSTALL GUIDE	F5 (TP) MANUAL, FD-410 INSTALL GUIDE	n/a	n/a	n/a	\$0.45	MAN-FD410-SUG	FOB DEST	n/a
SET UP GUIDE FOR WIFI FD100-300 SERIES	SET UP GUIDE FOR WIFI FD100-300 SERIES	n/a	n/a	n/a	\$0.59	MIS-FD100WIFIGD	FOB DEST	n/a
D4 (TP) SETUP GUIDE FOR FD-130	D4 (TP) SETUP GUIDE FOR FD-130	n/a	n/a	n/a	\$0.32	MIS-FD130-SUGDE	FOB DEST	n/a
D6 (TP) SETUP GUIDE FOR FD-130 DUO	D6 (TP) SETUP GUIDE FOR FD-130 DUO	n/a	n/a	n/a	\$0.36	MIS-FDDUO-SUGDE	FOB DEST	n/a
FIRST DATA FD-400 MOBILE KIT	FIRST DATA FD-400 MOBILE KIT	n/a	n/a	n/a	\$30.63	MIS-FDMOBIL-KIT	FOB DEST	n/a
PWR SUPPLY VX520/FD55 PWR252-001-02-A	PWR SUPPLY VX520/FD55 PWR252-001-02-A	n/a	n/a	n/a	\$6.02	PWR-252-001-02	FOB DEST	n/a
POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	n/a	n/a	n/a	\$10.04	PWR-64300090	FOB DEST	n/a
POWER ADAPTOR (MAGTEK)	POWER ADAPTOR (MAGTEK)	n/a	n/a	n/a	\$7.04	PWR-MAGTEK	FOB DEST	n/a
MICRO NODE 1400 QUICK REFERENCE GUIDE	MICRO NODE 1400 QUICK REFERENCE GUIDE	n/a	n/a	n/a	\$0.41	QRG-MN1400	FOB DEST	n/a
Verifone VX520	Verifone VX520 VX520 Terminal featuring Smart Card Reader, Contactless Reader and Dual Communication	\$34.93	\$29.94	\$34.93	\$599.00	N-VX520-CTL	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
Verifone MX915	VFI MX915 PCI 3.X, SC, TCH, ETH, SIG, CTLS	n/a	n/a	n/a	\$494.00	N-MX915-DCCTLSC	FOB DEST	n/a
Verifone MX925	MX925 PCI 3.X, SC, TCH, ETH, SIG INTERNAL CTLS	n/a	n/a	n/a	\$747.00	N-MX925-509-01R	FOB DEST	n/a

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MX915 & MX925 Ethernet Cable	MX915 & MX925 Ethernet Cable - CABLE BLUE MX8XX ENET USB- DEVICE (23741-02-R)	n/a	n/a	n/a	\$27.50	CBL-23741-02	FOB DEST	n/a
MX9XX Power Supply	POWER SUPPLY MX880/MX915 PWR ADAPTOR	n/a	n/a	n/a	\$23.00	PWR-132003-01A	FOB DEST	n/a
MX9XX Green Ethernet USB-Host Cable	CABLE GREEN MX8XX ENET USB-HOST DB9 2M	n/a	n/a	n/a	\$60.00	CBL-23740-02	FOB DEST	n/a
MX9XX Red Ethernet Cable	BERG + PWR AUDIO, TAILGATE, ETH, USB USB, OTG, COM2 (Red)	n/a	n/a	n/a	\$32.09	MIS-602-00R	FOB DEST	n/a
MX9XX License	VERIFONE AP-XPISFW-36-LI 5YR XPI LICENSES FOR EMV	n/a	n/a	n/a	\$36.90	AP-XPISFW-60-LI	FOB DEST	n/a
TransArmor	TransArmor - tokenization - fee is per transaction	n/a	n/a	n/a	\$0.01	TransArmor	n/a	TransArmor Addendum or TransArmor bundle
Address Verification Service (AVS)	Address Verification Service (AVS) - fee is per transaction	n/a	n/a	n/a	waived	Address Verification Service (AVS) Fee	n/a	n/a
PCI Compliance Program Fee	PCI Compliance Program Fee - charged per Merchant Id (MID) per year, waived for Level 1 and 2 Merchants	n/a	n/a	n/a	\$99.00	PCI Compliance Program Fee	n/a	n/a
PCI Non-Compliance Fee	PCI Non-Compliance Fee - charged per Merchant Id (MID) per Month, Cost for Non-Compliance with PCI; waived for PCI Level 1 and Level 2 Merchants	n/a	n/a	n/a	\$19.95	PCI Non-Compliance Fee	n/a	n/a
Smart Routing	Smart Routing for debit transactions - charged per debit transaction	n/a	n/a	n/a	\$0.003	Smart Routing	n/a	n/a
No-Problem-Found (NPF) Repair / Repair Diagnostic Fee	For denied warranty Claims where the client elects to not have the unit repaired once quoted or for returned equipment that tests out as No-Problem-Found (NPF).	n/a	n/a	n/a	\$45 per unit, shipping is not included	No-Problem-Found (NPF) Repair / Repair Diagnostic Fee	Merchant Pays for shipping to First Data unless cover by ARP. Returned item shipping by Merchant unless repairs covered by ARP or manufactu rer Warranty.	n/a

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
PCI-RAPID-COMPLY	First Data's PCI Rapid Comply simplifies the PCI DSS process. It will assist level 3 and 4 merchant to complete the components required for compliance certification, which include a Self-Assessment Questionnaire (SAQ). Applicable to PCI level 3 and 4 merchants.	n/a	n/a	n/a	Waived for Commonwealth agencies, available to COSTARS participants via the TransArmor bundle	PCI-RAPID-COMPLY	n/a	TransArmor Bundle for COSTARS participants. First Data Relational Manager will generate userids for Commonwealth agencies that are level 3 or 4 merchants that wish to use the service. http://www.pcirapidcomply.com
Debit Key Injection (per injection)					\$15			
ACI P2PE Key					\$15			
TransArmor Encryption Key Injection (per injection)					\$39			
Application Load (per load)					\$10			
EVM Application Load					\$10			
Shipping TERMS					FOB Destination			
OTHER PRODUCTS								
SECURITY		Unit base			Fee			
TransArmor		per transaction			\$0.01			
NETWORK MANAGEMENT		Unit base			Fee			
Smart Routing		per debit transaction			\$0.003			
Telecheck - Hardware Related Fee								
Terminal Application Update Fee - per terminal when a terminal application update is made available for additional features, different information or regulatory compliance.					Waived			
Additional Products and Services		Unit base						
DataFile Manager (DFM) Setup Fee	Raw Data and report wizard. A contract product addendum will be required to order this.	one time set up fee			\$3,125			
DataFile Manager (DFM) per User per Month fee	DFM user fee charged monthly	per month			\$165			
Legacy Data Conversion - any Token to TransArmor Tokens	Bulk conversion of old tokens to new Trans Armor tokens. Cost is per token submitted for conversion.	per token converted			0.05			

<p>H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. Shipping terms are FOB Destination.</p>					
CLOVER EQUIPMENT					
Manufacturer Warranty is 1 year.		All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.			
Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
Clover GO	CLOVERGO RP350X, CHIP & SIG. READER EMV	\$33.96	MIS-CLOVERGO350	FOB DEST	Clover Go with Reader
Clover Mini WIFI/3G	CLOVER MINI YJ3 DISPLAY ASSY, 1YJ3UZZ0004 (WI-FI / 3G) (US)	\$529.00	N-FDMINIYJ33G	FOB DEST	Clover Addendum
Clover Mini WIFI	CLOVER MINI YJ3 DISPLAY ASSY, 1YJ3UZZ0001 (WI-FI) (US)	\$410.00	N-FDMINIYJ3WF	FOB DEST	Clover Addendum
Clover Mini WIFI w/Insurance	CLOVER MINI YJ3 DISPLAY ASSY, 1YJ3UZZ0001 (WI-FI) (US)	\$509.00	N-FDMINIYJ3WF	FOB DEST	Clover Addendum
Clover Mini PIN Shield	CLOVER MINI PIN SHIELD EAYJ3008010 (US)	\$5.91	MIS-EAYJ3008010	FOB DEST	n/a
Clover Mini ADA Pad	CLOVER MINI ADA PAD (EAYJ3009010) (US)	\$10.04	MIS-YJ3-ADAPAD	FOB DEST	n/a
Clover Station N-FDTABYJ1	CLOVER STATION YJ1 DISPLAY ASSY, 1YJ1BZZ0001 (WIRELESS VERSION)	\$735.00	N-FDTABYJ1	FOB DEST	Clover Addendum
Clover Station N-FD-40	PINPAD FD40 (NON-CONTACTLESS) 8006L2-3CR USB/PCI 3.1/EMV2/US(ROHS) (001995064)	\$129.35	N-FD-40	FOB DEST	Clover Addendum
Clover Station N-FD-40-CTLS	PINPAD FD40, 001990064, USB/PCI3.1/EMV2/NFC/US(ROHS)	\$129.35	N-FD-40-CTLS	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Cash Drawer Bundel	Clover Station 2018 w/ Accessory Kit & Cash DrawerN-FDTABYJ5 + N-FDTABYJ5A-KIT + N-FDCDWYJ1	\$999.00	N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-FDCDWYJ1	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Basic Printer & Cash Drawer Bundel	Clover Station 2018 w/ Accessory Kit & Basic Printer (Acorn non contactless P500) & Cash Drawer N-FDTABYJ5 + N-DTABYJ5A-KIT + N-YJ5500BASIC + N	\$1,100.00	N-FDTABYJ5 + N-DTABYJ5A-KIT + N-YJ5500BASIC + N	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Printer w/ NFC & Cash Drawer Bundel	Clover Station 2018 w/ Accessory Kit & Printer w/ NFC & Customer Display (Oak P550) & Cash Drawer N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ5550NFCDISP + N-FDCDWYJ1	\$1,200.00	N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ5550NFCDISP + N-FDCDWYJ1	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Basic Printer & Cash Drawer & Clover Mini WIFI Bundel	Clover Station 2018 w/ Accessory Kit & Basic Printer (Acorn P500) & Cash Drawer & Clover Mini WIFI N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ5500BASIC + N-FDCDWYJ1 + N-FDMINIYJ3WF	\$1,600.00	N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ5500BASIC + N-FDCDWYJ1 + N-FDMINIYJ3WF	FOB DEST	Clover Addendum
Clover Station Bar Code Scanner (Motorola)	CLOVER BAR CODE SCANNER KIT-BLK (MOTOROLA), W/CBL, STAND LI2208-7U21SG-10, PLUG AND PLAY	\$128.80	N-LI2208-PPSW	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
Clover Station Scale (CAS Corp).	CAS CORP, SW-RS(20LB) WEIGHT SCALE RS232	\$162.07	R-FDSCLSW-20	FOB DEST	n/a
Clover Station STAR Friction Printer	SP742ME STAR FRICTION PRINTER WITH LAN 39336530 REPLACED W/MFG 39336531 (SP742ME) VERSION	\$239.66	N-SP742ML	FOB DEST	n/a
Clover Station Value Scan Barcode Scanner	VALUE SCAN II - USB, BLACK, MID-RANGE CCD BARCODE SCANNER (IDBA-4244MRB)	\$45.86	N-IDBA-4244MRB	FOB DEST	n/a
Clover Station Scale (WGHT)	CAS, SW-RS(20LB) WGHT SCALE, RS232, SW 20 LBA	\$231.53	N-FDSCLSW-20	FOB DEST	n/a
Clover Station Cash Drawer	CASH DRAWER YJ1(FAYJ1006010,REV3A)	\$50.00	N-FDCDWYJ1	FOB DEST	n/a
1 ROLL PAPER 3 1-PLY	1 ROLL PAPER 3 1-PLY	\$0.40	1P31	FOB DEST	n/a
1 ROLL PAPER THERMAL (T77)	1 ROLL PAPER THERMAL (T77)	\$1.02	1PT77TH	FOB DEST	n/a
Clover Ribbon Kit	KIT, RIBBON, RC700BR, SP700 PRINTER, 1.5 MILL BLACK/750K 30980720	\$2.36	1RSP742ML	FOB DEST	n/a
Clover Cable YJ1	CABLE - CLOVER YJ1 CABLE ASSY PACK SP, 1HYGZZZ0714	\$10.04	CBL-YJ1CBL-PK	FOB DEST	n/a
Clover EE12 Decal	EE12 (TP) DECAL, QUEST (DEBIT)	\$0.44	DEC-QUEST	FOB DEST	n/a
Clover EE13 Decal	EE3 (TP) DECAL, ECA DECAL AZ,CA,WA DC,IL,MA,ME, MO, NC, NH, NV, OK, RI,VT,WI,WV	\$0.41	DEC-TML187	FOB DEST	n/a
Clover EBT Decal Kit	EBT KIT SEE STATE FOR DECAL	\$2.41	KIT-EBTD	FOB DEST	n/a
Clover Cleaning Cloth	ASUS CHAMOIS MICROFIBER CLEANING CLOTH (6"X5") COLOR=GREY	\$0.89	MIS-ASUS-TODDY	FOB DEST	n/a
Clover Mobile Docking Station	CLOVER MOBILE DOCKING STATION - YJ2 DOCKING PLASTIC BASE SO (EAYJ2009,3A)	\$15.04	MIS-1HYNZZ003T	FOB DEST	n/a
Clover Cash Drawer Locking Lid	LOCKING LID CASH DRAWER METAL (FAYJ1009,3A) US	\$8.04	MIS-YJ1CDW-LID	FOB DEST	n/a
Clover 5 Coin Tray	5 COIN TRAY CASH DRAWER YJ1 (FAYJ1008010) - US	\$16.04	MIS-YJ1CDW-TRAY	FOB DEST	n/a
Clover Merchant KeyPAD	CLOVER MERCHANT KEY PAD (AEYJ3000010) (US)	\$35.04	MIS-YJ3-KEYPAD	FOB DEST	n/a
Clover Yj1 Power Cord (US)	CLOVER YJ1 ADP 24V 120W + POWER CORD (US) SP, 1AC0ZZZ012T	\$26.04	PWR-YJ1PWR-PK	FOB DEST	n/a
Clover Mobile Power Cord (US)	MOBILE TABLET YJ2 ADP 5.4V 2A + POWER CORD (US) SP, (AG05420B000 + DD0YJ2TH000)	\$0.04	PWR-YJ2PWR-PK	FOB DEST	n/a
Clover Y13 Adaptor Cord (US)	YJ3 POWER ADAPTER + CORD (US), (AG12033B002 + DM333101417) (US POWER ADAPTER + CABLE	\$24.27	PWR-YJ3PWR-PK	FOB DEST	n/a
Clover FLY-RSASEC-CLVR	SECURITY AND COMPLAINE FLYER – CLOVER STATION	\$0.50	FLY-RSASEC-CLVR	FOB DEST	n/a
Clover HKIT-GENRC-CLVR	HKIT GENERIC CLOVER STATION	\$3.80	HKIT-GENRC-CLVR	FOB DEST	n/a
Clover KIT-SDCS-COMBO	1 PACK OF 10 EA SD-59083M AND CS-69083M	\$0.04	KIT-SDCS-COMBO	FOB DEST	n/a
Clover LBL-BAJV-BOXLBL	BAJV BOX LABEL	\$0.08	LBL-BAJV-BOXLBL	FOB DEST	n/a
Clover B1 PAPER-PRTPAK	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mini	\$0.49	PAPER-PRTPAK	FOB DEST	n/a
Clover B1 PAPER-PPRTPAK case	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mini 72 rolls	\$30.00	72PPRTPAK	FOB DEST	n/a
Clover GO Bundle	350 Model	\$39.99	MIS-CLOVERGO350	FOB DEST	n/a
Clover GO Contactless bundle - reader+ stand	457cModel - Clover GO Contactless bundle - reader+ stand	\$119.99	MIS-FDCLVRGONFC STCK-457CSTAND	FOB ORIGIN	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
Clover GO bluetooth/NFC Bundle	457cModel - Clover GO bluetooth/NFC Bundle	\$99.99	MIS-FDCLVRGONFC	FOB ORIGIN	n/a
Clover GO Monthly Fee	Clover GO Monthly Fee	\$4.95	Clover GO Monthly Fee	N/A	n/a
Clover Flex	Clover Flex	\$629.00	N-FDTABYMJ4BZ	FOB ORIGIN	n/a
Clover Flex data plan	Clover Flex data plan -Wireless fee \$15/month (up to one Gigabyte of data) with 1st month free. Overage charges (will only affect a small number of merchants) of \$15 per Gigabyte over 1.	\$15/month per 1GB used	Clover Flex data plan	N/A	n/a
Register Software	Register software for the Flex, Mini, Mobile (supports inventory tracking)	\$9.95 per month	Register Software		
Register Lite software	Register Lite for the Flex, Mini, Mobile	\$9.95 per month	Register Lite Software		
Register Software	Software for Clover Station	\$29.95	Register Software		
Clover Station Developer Kit	Clover Station Developer Kit	\$495.00	N-FDTABYJ1	FOB DEST	n/a
Clover Mini Developer Kit	Clover Mini Developer Kit	\$355.00	N-FDMINIYJ3WF	FOB DEST	n/a
Clover GO test reader	Clover GO Developer Kit 450	\$95.00	MIS-CLVGO457TST	FOB DEST	n/a
Clover GO test reader	Clover GO Developer Kit 350	\$95.00	MIS-ROAMRP350X	FOB DEST	n/a
Clover Flex Developer Kit	Clover Flex Developer Kit	\$275.00	N-FDTABYMJ4BZ	FOB DEST	n/a
Clover Imager	MOTOROLA, DS9208, 1D/2D IMAGER, USB KIT, INCLUDES RANGE SCANNER,7FT STRAIGHT USB CABLE, BLK (HANDS FREE/STANDALONE) (DS9208-SR433U21Z)	\$193.01	N-CLOVER-DS9208	FOB DEST	n/a
MIS-KEY-001	KEY, CLOVER CASH DRAWER KEY 001	\$3.04	MIS-KEY-001	FOB DEST	n/a
MIS-KEY-002	KEY, CLOVER CASH DRAWER KEY 002	\$3.04	MIS-KEY-002	FOB DEST	n/a
MIS-KEY-003	KEY, CLOVER CASH DRAWER KEY 003	\$3.04	MIS-KEY-003	FOB DEST	n/a
MIS-KEY-004	KEY, CLOVER CASH DRAWER KEY 004	\$3.04	MIS-KEY-004	FOB DEST	n/a
MIS-KEY-005	KEY, CLOVER CASH DRAWER KEY 005	\$3.04	MIS-KEY-005	FOB DEST	n/a
MIS-KEY-006	KEY, CLOVER CASH DRAWER KEY 006	\$3.04	MIS-KEY-006	FOB DEST	n/a
MIS-KEY-007	KEY, CLOVER CASH DRAWER KEY 007	\$3.04	MIS-KEY-007	FOB DEST	n/a
MIS-KEY-008	KEY, CLOVER CASH DRAWER KEY 008	\$3.04	MIS-KEY-008	FOB DEST	n/a
MIS-KEY-009	KEY, CLOVER CASH DRAWER KEY 009	\$3.04	MIS-KEY-009	FOB DEST	n/a
MIS-KEY-010	KEY, CLOVER CASH DRAWER KEY 010	\$3.04	MIS-KEY-010	FOB DEST	n/a
MIS-KEY-011	KEY, CLOVER CASH DRAWER KEY 011	\$3.04	MIS-KEY-011	FOB DEST	n/a
MIS-KEY-012	KEY, CLOVER CASH DRAWER KEY 012	\$3.04	MIS-KEY-012	FOB DEST	n/a
MIS-KEY-013	KEY, CLOVER CASH DRAWER KEY 013	\$3.04	MIS-KEY-013	FOB DEST	n/a
MIS-KEY-014	KEY, CLOVER CASH DRAWER KEY 014	\$3.04	MIS-KEY-014	FOB DEST	n/a
MIS-KEY-015	KEY, CLOVER CASH DRAWER KEY 015	\$3.04	MIS-KEY-015	FOB DEST	n/a
MIS-KEY-016	KEY, CLOVER CASH DRAWER KEY 016	\$3.04	MIS-KEY-016	FOB DEST	n/a
MIS-KEY-017	KEY, CLOVER CASH DRAWER KEY 017	\$3.04	MIS-KEY-017	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-018	KEY, CLOVER CASH DRAWER KEY 018	\$3.04	MIS-KEY-018	FOB DEST	n/a
MIS-KEY-019	KEY, CLOVER CASH DRAWER KEY 019	\$3.04	MIS-KEY-019	FOB DEST	n/a
MIS-KEY-020	KEY, CLOVER CASH DRAWER KEY 020	\$3.04	MIS-KEY-020	FOB DEST	n/a
MIS-KEY-021	KEY, CLOVER CASH DRAWER KEY 021	\$3.04	MIS-KEY-021	FOB DEST	n/a
MIS-KEY-022	KEY, CLOVER CASH DRAWER KEY 022	\$3.04	MIS-KEY-022	FOB DEST	n/a
MIS-KEY-023	KEY, CLOVER CASH DRAWER KEY 023	\$3.04	MIS-KEY-023	FOB DEST	n/a
MIS-KEY-024	KEY, CLOVER CASH DRAWER KEY 024	\$3.04	MIS-KEY-024	FOB DEST	n/a
MIS-KEY-025	KEY, CLOVER CASH DRAWER KEY 025	\$3.04	MIS-KEY-025	FOB DEST	n/a
MIS-KEY-026	KEY, CLOVER CASH DRAWER KEY 026	\$3.04	MIS-KEY-026	FOB DEST	n/a
MIS-KEY-027	KEY, CLOVER CASH DRAWER KEY 027	\$3.04	MIS-KEY-027	FOB DEST	n/a
MIS-KEY-028	KEY, CLOVER CASH DRAWER KEY 028	\$3.04	MIS-KEY-028	FOB DEST	n/a
MIS-KEY-029	KEY, CLOVER CASH DRAWER KEY 029	\$3.04	MIS-KEY-029	FOB DEST	n/a
MIS-KEY-030	KEY, CLOVER CASH DRAWER KEY 030	\$3.04	MIS-KEY-030	FOB DEST	n/a
MIS-KEY-031	KEY, CLOVER CASH DRAWER KEY 031	\$3.04	MIS-KEY-031	FOB DEST	n/a
MIS-KEY-032	KEY, CLOVER CASH DRAWER KEY 032	\$3.04	MIS-KEY-032	FOB DEST	n/a
MIS-KEY-033	KEY, CLOVER CASH DRAWER KEY 033	\$3.04	MIS-KEY-033	FOB DEST	n/a
MIS-KEY-034	KEY, CLOVER CASH DRAWER KEY 034	\$3.04	MIS-KEY-034	FOB DEST	n/a
MIS-KEY-035	KEY, CLOVER CASH DRAWER KEY 035	\$3.04	MIS-KEY-035	FOB DEST	n/a
MIS-KEY-036	KEY, CLOVER CASH DRAWER KEY 036	\$3.04	MIS-KEY-036	FOB DEST	n/a
MIS-KEY-037	KEY, CLOVER CASH DRAWER KEY 037	\$3.04	MIS-KEY-037	FOB DEST	n/a
MIS-KEY-038	KEY, CLOVER CASH DRAWER KEY 038	\$3.04	MIS-KEY-038	FOB DEST	n/a
MIS-KEY-039	KEY, CLOVER CASH DRAWER KEY 039	\$3.04	MIS-KEY-039	FOB DEST	n/a
MIS-KEY-040	KEY, CLOVER CASH DRAWER KEY 040	\$3.04	MIS-KEY-040	FOB DEST	n/a
MIS-KEY-041	KEY, CLOVER CASH DRAWER KEY 041	\$3.04	MIS-KEY-041	FOB DEST	n/a
MIS-KEY-042	KEY, CLOVER CASH DRAWER KEY 042	\$3.04	MIS-KEY-042	FOB DEST	n/a
MIS-KEY-043	KEY, CLOVER CASH DRAWER KEY 043	\$3.04	MIS-KEY-043	FOB DEST	n/a
MIS-KEY-044	KEY, CLOVER CASH DRAWER KEY 044	\$3.04	MIS-KEY-044	FOB DEST	n/a
MIS-KEY-045	KEY, CLOVER CASH DRAWER KEY 045	\$3.04	MIS-KEY-045	FOB DEST	n/a
MIS-KEY-046	KEY, CLOVER CASH DRAWER KEY 046	\$3.04	MIS-KEY-046	FOB DEST	n/a
MIS-KEY-047	KEY, CLOVER CASH DRAWER KEY 047	\$3.04	MIS-KEY-047	FOB DEST	n/a
MIS-KEY-048	KEY, CLOVER CASH DRAWER KEY 048	\$3.04	MIS-KEY-048	FOB DEST	n/a
MIS-KEY-049	KEY, CLOVER CASH DRAWER KEY 049	\$3.04	MIS-KEY-049	FOB DEST	n/a
MIS-KEY-050	KEY, CLOVER CASH DRAWER KEY 050	\$3.04	MIS-KEY-050	FOB DEST	n/a
MIS-KEY-051	KEY, CLOVER CASH DRAWER KEY 051	\$3.04	MIS-KEY-051	FOB DEST	n/a
MIS-KEY-052	KEY, CLOVER CASH DRAWER KEY 052	\$3.04	MIS-KEY-052	FOB DEST	n/a
MIS-KEY-053	KEY, CLOVER CASH DRAWER KEY 053	\$3.04	MIS-KEY-053	FOB DEST	n/a
MIS-KEY-054	KEY, CLOVER CASH DRAWER KEY 054	\$3.04	MIS-KEY-054	FOB DEST	n/a
MIS-KEY-055	KEY, CLOVER CASH DRAWER KEY 055	\$3.04	MIS-KEY-055	FOB DEST	n/a
MIS-KEY-056	KEY, CLOVER CASH DRAWER KEY 056	\$3.04	MIS-KEY-056	FOB DEST	n/a
MIS-KEY-057	KEY, CLOVER CASH DRAWER KEY 057	\$3.04	MIS-KEY-057	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-058	KEY, CLOVER CASH DRAWER KEY 058	\$3.04	MIS-KEY-058	FOB DEST	n/a
MIS-KEY-059	KEY, CLOVER CASH DRAWER KEY 059	\$3.04	MIS-KEY-059	FOB DEST	n/a
MIS-KEY-060	KEY, CLOVER CASH DRAWER KEY 060	\$3.04	MIS-KEY-060	FOB DEST	n/a
MIS-KEY-061	KEY, CLOVER CASH DRAWER KEY 061	\$3.04	MIS-KEY-061	FOB DEST	n/a
MIS-KEY-062	KEY, CLOVER CASH DRAWER KEY 062	\$3.04	MIS-KEY-062	FOB DEST	n/a
MIS-KEY-063	KEY, CLOVER CASH DRAWER KEY 063	\$3.04	MIS-KEY-063	FOB DEST	n/a
MIS-KEY-064	KEY, CLOVER CASH DRAWER KEY 064	\$3.04	MIS-KEY-064	FOB DEST	n/a
MIS-KEY-065	KEY, CLOVER CASH DRAWER KEY 065	\$3.04	MIS-KEY-065	FOB DEST	n/a
MIS-KEY-066	KEY, CLOVER CASH DRAWER KEY 066	\$3.04	MIS-KEY-066	FOB DEST	n/a
MIS-KEY-067	KEY, CLOVER CASH DRAWER KEY 067	\$3.04	MIS-KEY-067	FOB DEST	n/a
MIS-KEY-068	KEY, CLOVER CASH DRAWER KEY 068	\$3.04	MIS-KEY-068	FOB DEST	n/a
MIS-KEY-069	KEY, CLOVER CASH DRAWER KEY 069	\$3.04	MIS-KEY-069	FOB DEST	n/a
MIS-KEY-070	KEY, CLOVER CASH DRAWER KEY 070	\$3.04	MIS-KEY-070	FOB DEST	n/a
MIS-KEY-071	KEY, CCLOVER CASH DRAWER KEY 071	\$3.04	MIS-KEY-071	FOB DEST	n/a
MIS-KEY-072	KEY, CLOVER CASH DRAWER KEY 072	\$3.04	MIS-KEY-072	FOB DEST	n/a
MIS-KEY-073	KEY, CLOVER CASH DRAWER KEY 073	\$3.04	MIS-KEY-073	FOB DEST	n/a
MIS-KEY-074	KEY, CCLOVER CASH DRAWER KEY 074	\$3.04	MIS-KEY-074	FOB DEST	n/a
MIS-KEY-075	KEY, CLOVER CASH DRAWER KEY 075	\$3.04	MIS-KEY-075	FOB DEST	n/a
MIS-KEY-076	KEY, CLOVER CASH DRAWER KEY 076	\$3.04	MIS-KEY-076	FOB DEST	n/a
MIS-KEY-077	KEY, CLOVER CASH DRAWER KEY 077	\$3.04	MIS-KEY-077	FOB DEST	n/a
MIS-KEY-078	KEY, CLOVER CASH DRAWER KEY 078	\$3.04	MIS-KEY-078	FOB DEST	n/a
MIS-KEY-079	KEY, CLOVER CASH DRAWER KEY 079	\$3.04	MIS-KEY-079	FOB DEST	n/a
MIS-KEY-080	KEY, CLOVER CASH DRAWER KEY 080	\$3.04	MIS-KEY-080	FOB DEST	n/a
MIS-KEY-081	KEY, CLOVER CASH DRAWER KEY 081	\$3.04	MIS-KEY-081	FOB DEST	n/a
MIS-KEY-082	KEY, CLOVER CASH DRAWER KEY 082	\$3.04	MIS-KEY-082	FOB DEST	n/a
MIS-KEY-083	KEY, CLOVER CASH DRAWER KEY 083	\$3.04	MIS-KEY-083	FOB DEST	n/a
MIS-KEY-084	KEY, CLOVER CASH DRAWER KEY 084	\$3.04	MIS-KEY-084	FOB DEST	n/a
MIS-KEY-085	KEY, CLOVER CASH DRAWER KEY 085	\$3.04	MIS-KEY-085	FOB DEST	n/a
MIS-KEY-086	KEY, CLOVER CASH DRAWER KEY 086	\$3.04	MIS-KEY-086	FOB DEST	n/a
MIS-KEY-087	KEY, CLOVER CASH DRAWER KEY 087	\$3.04	MIS-KEY-087	FOB DEST	n/a
MIS-KEY-088	KEY, CLOVER CASH DRAWER KEY 088	\$3.04	MIS-KEY-088	FOB DEST	n/a
MIS-KEY-089	KEY, CLOVER CASH DRAWER KEY 089	\$3.04	MIS-KEY-089	FOB DEST	n/a
MIS-KEY-090	KEY, CLOVER CASH DRAWER KEY 090	\$3.04	MIS-KEY-090	FOB DEST	n/a
MIS-KEY-091	KEY, CLOVER CASH DRAWER KEY 091	\$3.04	MIS-KEY-091	FOB DEST	n/a
MIS-KEY-092	KEY, CLOVER CASH DRAWER KEY 092	\$3.04	MIS-KEY-092	FOB DEST	n/a
MIS-KEY-093	KEY, CLOVER CASH DRAWER KEY 093	\$3.04	MIS-KEY-093	FOB DEST	n/a
MIS-KEY-094	KEY, CLOVER CASH DRAWER KEY 094	\$3.04	MIS-KEY-094	FOB DEST	n/a
MIS-KEY-095	KEY, CLOVER CASH DRAWER KEY 095	\$3.04	MIS-KEY-095	FOB DEST	n/a
MIS-KEY-096	KEY, CLOVER CASH DRAWER KEY 096	\$3.04	MIS-KEY-096	FOB DEST	n/a
MIS-KEY-097	KEY, CLOVER CASH DRAWER KEY 097	\$3.04	MIS-KEY-097	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-098	KEY, CLOVER CASH DRAWER KEY 098	\$3.04	MIS-KEY-098	FOB DEST	n/a
MIS-KEY-099	KEY, CLOVER CASH DRAWER KEY 099	\$3.04	MIS-KEY-099	FOB DEST	n/a
MIS-KEY-100	KEY, CLOVER CASH DRAWER KEY 100	\$3.04	MIS-KEY-100	FOB DEST	n/a
MIS-KEY-101	KEY, CLOVER CASH DRAWER KEY 101	\$3.04	MIS-KEY-101	FOB DEST	n/a
MIS-KEY-102	KEY, CLOVER CASH DRAWER KEY 102	\$3.04	MIS-KEY-102	FOB DEST	n/a
MIS-KEY-103	KEY, CLOVER CASH DRAWER KEY 103	\$3.04	MIS-KEY-103	FOB DEST	n/a
MIS-KEY-104	KEY, CLOVER CASH DRAWER KEY 104	\$3.04	MIS-KEY-104	FOB DEST	n/a
MIS-KEY-105	KEY, CLOVER CASH DRAWER KEY 105	\$3.04	MIS-KEY-105	FOB DEST	n/a
MIS-KEY-106	KEY, CLOVER CASH DRAWER KEY 106	\$3.04	MIS-KEY-106	FOB DEST	n/a
MIS-KEY-107	KEY, CLOVER CASH DRAWER KEY 107	\$3.04	MIS-KEY-107	FOB DEST	n/a
MIS-KEY-108	KEY, CLOVER CASH DRAWER KEY 108	\$3.04	MIS-KEY-108	FOB DEST	n/a
MIS-KEY-109	KEY, CCLOVER CASH DRAWER KEY 109	\$3.04	MIS-KEY-109	FOB DEST	n/a
MIS-KEY-110	KEY, CLOVER CASH DRAWER KEY 110	\$3.04	MIS-KEY-110	FOB DEST	n/a
MIS-KEY-111	KEY, CLOVER CASH DRAWER KEY 111	\$3.04	MIS-KEY-111	FOB DEST	n/a
MIS-KEY-112	KEY, CLOVER CASH DRAWER KEY 112	\$3.04	MIS-KEY-112	FOB DEST	n/a
MIS-KEY-113	KEY, CLOVER CASH DRAWER KEY 113	\$3.04	MIS-KEY-113	FOB DEST	n/a
MIS-KEY-114	KEY, CCLOVER CASH DRAWER KEY 114	\$3.04	MIS-KEY-114	FOB DEST	n/a
MIS-KEY-115	KEY, CLOVER CASH DRAWER KEY 115	\$3.04	MIS-KEY-115	FOB DEST	n/a
MIS-KEY-116	KEY, CLOVER CASH DRAWER KEY 116	\$3.04	MIS-KEY-116	FOB DEST	n/a
MIS-KEY-117	KEY, CLOVER CASH DRAWER KEY 117	\$3.04	MIS-KEY-117	FOB DEST	n/a
MIS-KEY-118	KEY, CLOVER CASH DRAWER KEY 118	\$3.04	MIS-KEY-118	FOB DEST	n/a
MIS-KEY-119	KEY, CLOVER CASH DRAWER KEY 119	\$3.04	MIS-KEY-119	FOB DEST	n/a
MIS-KEY-120	KEY, CLOVER CASH DRAWER KEY 120	\$3.04	MIS-KEY-120	FOB DEST	n/a
MIS-KEY-121	KEY, CLOVER CASH DRAWER KEY 121	\$3.04	MIS-KEY-121	FOB DEST	n/a
MIS-KEY-122	KEY, CLOVER CASH DRAWER KEY 122	\$3.04	MIS-KEY-122	FOB DEST	n/a
MIS-KEY-123	KEY, CLOVER CASH DRAWER KEY 123	\$3.04	MIS-KEY-123	FOB DEST	n/a
MIS-KEY-124	KEY, CLOVER CASH DRAWER KEY 124	\$3.04	MIS-KEY-124	FOB DEST	n/a
MIS-KEY-125	KEY, CLOVER CASH DRAWER KEY 125	\$3.04	MIS-KEY-125	FOB DEST	n/a
MIS-KEY-126	KEY, CLOVER CASH DRAWER KEY 126	\$3.04	MIS-KEY-126	FOB DEST	n/a
MIS-KEY-127	KEY, CLOVER CASH DRAWER KEY 127	\$3.04	MIS-KEY-127	FOB DEST	n/a
MIS-KEY-128	KEY, CLOVER CASH DRAWER KEY 128	\$3.04	MIS-KEY-128	FOB DEST	n/a
MIS-KEY-129	KEY, CLOVER CASH DRAWER KEY 129	\$3.04	MIS-KEY-129	FOB DEST	n/a
MIS-KEY-130	KEY, CLOVER CASH DRAWER KEY 130	\$3.04	MIS-KEY-130	FOB DEST	n/a
MIS-KEY-131	KEY, CLOVER CASH DRAWER KEY 131	\$3.04	MIS-KEY-131	FOB DEST	n/a
MIS-KEY-132	KEY, CLOVER CASH DRAWER KEY 132	\$3.04	MIS-KEY-132	FOB DEST	n/a
MIS-KEY-133	KEY, CLOVER CASH DRAWER KEY 133	\$3.04	MIS-KEY-133	FOB DEST	n/a
MIS-KEY-134	KEY, CLOVER CASH DRAWER KEY 134	\$3.04	MIS-KEY-134	FOB DEST	n/a
MIS-KEY-135	KEY, CLOVER CASH DRAWER KEY 135	\$3.04	MIS-KEY-135	FOB DEST	n/a
MIS-KEY-136	KEY, CLOVER CASH DRAWER KEY 136	\$3.04	MIS-KEY-136	FOB DEST	n/a
MIS-KEY-137	KEY, CLOVER CASH DRAWER KEY 137	\$3.04	MIS-KEY-137	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-138	KEY, CLOVER CASH DRAWER KEY 138	\$3.04	MIS-KEY-138	FOB DEST	n/a
MIS-KEY-139	KEY, CLOVER CASH DRAWER KEY 139	\$3.04	MIS-KEY-139	FOB DEST	n/a
MIS-KEY-140	KEY, CLOVER CASH DRAWER KEY 140	\$3.04	MIS-KEY-140	FOB DEST	n/a
MIS-KEY-141	KEY, CLOVER CASH DRAWER KEY 141	\$3.04	MIS-KEY-141	FOB DEST	n/a
MIS-KEY-142	KEY, CLOVER CASH DRAWER KEY 142	\$3.04	MIS-KEY-142	FOB DEST	n/a
MIS-KEY-143	KEY, CLOVER CASH DRAWER KEY 143	\$3.04	MIS-KEY-143	FOB DEST	n/a
MIS-KEY-144	KEY, CLOVER CASH DRAWER KEY 144	\$3.04	MIS-KEY-144	FOB DEST	n/a
MIS-KEY-145	KEY, CLOVER CASH DRAWER KEY 145	\$3.04	MIS-KEY-145	FOB DEST	n/a
MIS-KEY-146	KEY, CLOVER CASH DRAWER KEY 146	\$3.04	MIS-KEY-146	FOB DEST	n/a
MIS-KEY-147	KEY, CLOVER CASH DRAWER KEY 147	\$3.04	MIS-KEY-147	FOB DEST	n/a
MIS-KEY-148	KEY, CLOVER CASH DRAWER KEY 148	\$3.04	MIS-KEY-148	FOB DEST	n/a
MIS-KEY-149	KEY, CLOVER CASH DRAWER KEY 149	\$3.04	MIS-KEY-149	FOB DEST	n/a
MIS-KEY-150	KEY, CLOVER CASH DRAWER KEY 150	\$3.04	MIS-KEY-150	FOB DEST	n/a
MIS-KEY-151	KEY, CLOVER CASH DRAWER KEY 151	\$3.04	MIS-KEY-151	FOB DEST	n/a
MIS-KEY-152	KEY, CLOVER CASH DRAWER KEY 152	\$3.04	MIS-KEY-152	FOB DEST	n/a
MIS-KEY-153	KEY, CLOVER CASH DRAWER KEY 153	\$3.04	MIS-KEY-153	FOB DEST	n/a
MIS-KEY-154	KEY, CLOVER CASH DRAWER KEY 154	\$3.04	MIS-KEY-154	FOB DEST	n/a
MIS-KEY-155	KEY, CLOVER CASH DRAWER KEY 155	\$3.04	MIS-KEY-155	FOB DEST	n/a
MIS-KEY-156	KEY, CLOVER CASH DRAWER KEY 156	\$3.04	MIS-KEY-156	FOB DEST	n/a
MIS-KEY-157	KEY, CLOVER CASH DRAWER KEY 157	\$3.04	MIS-KEY-157	FOB DEST	n/a
MIS-KEY-158	KEY, CLOVER CASH DRAWER KEY 158	\$3.04	MIS-KEY-158	FOB DEST	n/a
MIS-KEY-159	KEY, CLOVER CASH DRAWER KEY 159	\$3.04	MIS-KEY-159	FOB DEST	n/a
MIS-KEY-160	KEY, CLOVER CASH DRAWER KEY 160	\$3.04	MIS-KEY-160	FOB DEST	n/a
MIS-KEY-161	KEY, CLOVER CASH DRAWER KEY 161	\$3.04	MIS-KEY-161	FOB DEST	n/a
MIS-KEY-162	KEY, CLOVER CASH DRAWER KEY 162	\$3.04	MIS-KEY-162	FOB DEST	n/a
MIS-KEY-163	KEY, CLOVER CASH DRAWER KEY 163	\$3.04	MIS-KEY-163	FOB DEST	n/a
MIS-KEY-164	KEY, CLOVER CASH DRAWER KEY 164	\$3.04	MIS-KEY-164	FOB DEST	n/a
MIS-KEY-165	KEY, CLOVER CASH DRAWER KEY 165	\$3.04	MIS-KEY-165	FOB DEST	n/a
MIS-KEY-166	KEY, CLOVER CASH DRAWER KEY 166	\$3.04	MIS-KEY-166	FOB DEST	n/a
MIS-KEY-167	KEY, CLOVER CASH DRAWER KEY 167	\$3.04	MIS-KEY-167	FOB DEST	n/a
MIS-KEY-168	KEY, CLOVER CASH DRAWER KEY 168	\$3.04	MIS-KEY-168	FOB DEST	n/a
MIS-KEY-169	KEY, CLOVER CASH DRAWER KEY 169	\$3.04	MIS-KEY-169	FOB DEST	n/a
MIS-KEY-170	KEY, CLOVER CASH DRAWER KEY 170	\$3.04	MIS-KEY-170	FOB DEST	n/a
MIS-KEY-171	KEY, CLOVER CASH DRAWER KEY 171	\$3.04	MIS-KEY-171	FOB DEST	n/a
MIS-KEY-172	KEY, CLOVER CASH DRAWER KEY 172	\$3.04	MIS-KEY-172	FOB DEST	n/a
MIS-KEY-173	KEY, CLOVER CASH DRAWER KEY 173	\$3.04	MIS-KEY-173	FOB DEST	n/a
MIS-KEY-174	KEY, CLOVER CASH DRAWER KEY 174	\$3.04	MIS-KEY-174	FOB DEST	n/a
MIS-KEY-175	KEY, CLOVER CASH DRAWER KEY 175	\$3.04	MIS-KEY-175	FOB DEST	n/a
MIS-KEY-176	KEY, CLOVER CASH DRAWER KEY 176	\$3.04	MIS-KEY-176	FOB DEST	n/a
MIS-KEY-177	KEY, CLOVER CASH DRAWER KEY 177	\$3.04	MIS-KEY-177	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-178	KEY, CLOVER CASH DRAWER KEY 178	\$3.04	MIS-KEY-178	FOB DEST	n/a
MIS-KEY-179	KEY, CLOVER CASH DRAWER KEY 179	\$3.04	MIS-KEY-179	FOB DEST	n/a
MIS-KEY-180	KEY, CLOVER CASH DRAWER KEY 180	\$3.04	MIS-KEY-180	FOB DEST	n/a
MIS-KEY-181	KEY, CLOVER CASH DRAWER KEY 181	\$3.04	MIS-KEY-181	FOB DEST	n/a
MIS-KEY-182	KEY, CLOVER CASH DRAWER KEY 182	\$3.04	MIS-KEY-182	FOB DEST	n/a
MIS-KEY-183	KEY, CLOVER CASH DRAWER KEY 183	\$3.04	MIS-KEY-183	FOB DEST	n/a
MIS-KEY-184	KEY, CLOVER CASH DRAWER KEY 184	\$3.04	MIS-KEY-184	FOB DEST	n/a
MIS-KEY-185	KEY, CLOVER CASH DRAWER KEY 185	\$3.04	MIS-KEY-185	FOB DEST	n/a
MIS-KEY-186	KEY, CLOVER CASH DRAWER KEY 186	\$3.04	MIS-KEY-186	FOB DEST	n/a
MIS-KEY-187	KEY, CLOVER CASH DRAWER KEY 187	\$3.04	MIS-KEY-187	FOB DEST	n/a
MIS-KEY-188	KEY, CLOVER CASH DRAWER KEY 188	\$3.04	MIS-KEY-188	FOB DEST	n/a
MIS-KEY-189	KEY, CLOVER CASH DRAWER KEY 189	\$3.04	MIS-KEY-189	FOB DEST	n/a
MIS-KEY-190	KEY, CLOVER CASH DRAWER KEY 190	\$3.04	MIS-KEY-190	FOB DEST	n/a
MIS-KEY-191	KEY, CLOVER CASH DRAWER KEY 191	\$3.04	MIS-KEY-191	FOB DEST	n/a
MIS-KEY-192	KEY, CLOVER CASH DRAWER KEY 192	\$3.04	MIS-KEY-192	FOB DEST	n/a
MIS-KEY-193	KEY, CLOVER CASH DRAWER KEY 193	\$3.04	MIS-KEY-193	FOB DEST	n/a
MIS-KEY-194	KEY, CLOVER CASH DRAWER KEY 194	\$3.04	MIS-KEY-194	FOB DEST	n/a
MIS-KEY-195	KEY, CLOVER CASH DRAWER KEY 195	\$3.04	MIS-KEY-195	FOB DEST	n/a
MIS-KEY-196	KEY, CLOVER CASH DRAWER KEY 196	\$3.04	MIS-KEY-196	FOB DEST	n/a
MIS-KEY-197	KEY, CLOVER CASH DRAWER KEY 197	\$3.04	MIS-KEY-197	FOB DEST	n/a
MIS-KEY-198	KEY, CLOVER CASH DRAWER KEY 198	\$3.04	MIS-KEY-198	FOB DEST	n/a
MIS-KEY-199	KEY, CLOVER CASH DRAWER KEY 199	\$3.04	MIS-KEY-199	FOB DEST	n/a
MIS-KEY-200	KEY, CLOVER CASH DRAWER KEY 200	\$3.04	MIS-KEY-200	FOB DEST	n/a
MIS-KEY-A001	KEY, CLOVER CASH DRAWER KEY A001	\$2.71	MIS-KEY-A001	FOB DEST	n/a
MIS-KEY-A002	KEY, CLOVER CASH DRAWER KEY A002	\$2.71	MIS-KEY-A002	FOB DEST	n/a
MIS-KEY-A003	KEY, CLOVER CASH DRAWER KEY A003	\$2.71	MIS-KEY-A003	FOB DEST	n/a
MIS-KEY-A004	KEY, CLOVER CASH DRAWER KEY A004	\$2.71	MIS-KEY-A004	FOB DEST	n/a
MIS-KEY-A005	KEY, CLOVER CASH DRAWER KEY A005	\$2.44	MIS-KEY-A005	FOB DEST	n/a
MIS-KEY-A006	KEY, CLOVER CASH DRAWER KEY A006	\$2.71	MIS-KEY-A006	FOB DEST	n/a
MIS-KEY-A007	KEY, CLOVER CASH DRAWER KEY A007	\$2.71	MIS-KEY-A007	FOB DEST	n/a
MIS-KEY-A008	KEY, CLOVER CASH DRAWER KEY A008	\$2.71	MIS-KEY-A008	FOB DEST	n/a
MIS-KEY-A009	KEY, CLOVER CASH DRAWER KEY A009	\$2.71	MIS-KEY-A009	FOB DEST	n/a
MIS-KEY-A010	KEY, CLOVER CASH DRAWER KEY A010	\$2.71	MIS-KEY-A010	FOB DEST	n/a
MIS-KEY-A011	KEY, CLOVER CASH DRAWER KEY A011	\$2.71	MIS-KEY-A011	FOB DEST	n/a
MIS-KEY-A012	KEY, CLOVER CASH DRAWER KEY A012	\$2.71	MIS-KEY-A012	FOB DEST	n/a
MIS-KEY-A013	KEY, CLOVER CASH DRAWER KEY A013	\$2.71	MIS-KEY-A013	FOB DEST	n/a
MIS-KEY-A014	KEY, CLOVER CASH DRAWER KEY A014	\$2.71	MIS-KEY-A014	FOB DEST	n/a
MIS-KEY-A015	KEY, CLOVER CASH DRAWER KEY A015	\$2.71	MIS-KEY-A015	FOB DEST	n/a
MIS-KEY-A016	KEY, CLOVER CASH DRAWER KEY A016	\$2.71	MIS-KEY-A016	FOB DEST	n/a
MIS-KEY-A017	KEY, CLOVER CASH DRAWER KEY A017	\$2.71	MIS-KEY-A017	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A018	KEY, CLOVER CASH DRAWER KEY A018	\$2.71	MIS-KEY-A018	FOB DEST	n/a
MIS-KEY-A019	KEY, CLOVER CASH DRAWER KEY A019	\$2.71	MIS-KEY-A019	FOB DEST	n/a
MIS-KEY-A020	KEY, CLOVER CASH DRAWER KEY A020	\$2.71	MIS-KEY-A020	FOB DEST	n/a
MIS-KEY-A021	KEY, CLOVER CASH DRAWER KEY A021	\$2.71	MIS-KEY-A021	FOB DEST	n/a
MIS-KEY-A022	KEY, CLOVER CASH DRAWER KEY A022	\$2.71	MIS-KEY-A022	FOB DEST	n/a
MIS-KEY-A023	KEY, CLOVER CASH DRAWER KEY A023	\$2.71	MIS-KEY-A023	FOB DEST	n/a
MIS-KEY-A024	KEY, CLOVER CASH DRAWER KEY A024	\$2.71	MIS-KEY-A024	FOB DEST	n/a
MIS-KEY-A025	KEY, CLOVER CASH DRAWER KEY A025	\$2.71	MIS-KEY-A025	FOB DEST	n/a
MIS-KEY-A026	KEY, CLOVER CASH DRAWER KEY A026	\$2.71	MIS-KEY-A026	FOB DEST	n/a
MIS-KEY-A027	KEY, CLOVER CASH DRAWER KEY A027	\$2.71	MIS-KEY-A027	FOB DEST	n/a
MIS-KEY-A028	KEY, CLOVER CASH DRAWER KEY A028	\$2.71	MIS-KEY-A028	FOB DEST	n/a
MIS-KEY-A029	KEY, CLOVER CASH DRAWER KEY A029	\$2.71	MIS-KEY-A029	FOB DEST	n/a
MIS-KEY-A030	KEY, CLOVER CASH DRAWER KEY A030	\$2.71	MIS-KEY-A030	FOB DEST	n/a
MIS-KEY-A031	KEY, CLOVER CASH DRAWER KEY A031	\$2.71	MIS-KEY-A031	FOB DEST	n/a
MIS-KEY-A032	KEY, CLOVER CASH DRAWER KEY A032	\$2.71	MIS-KEY-A032	FOB DEST	n/a
MIS-KEY-A033	KEY, CLOVER CASH DRAWER KEY A033	\$2.71	MIS-KEY-A033	FOB DEST	n/a
MIS-KEY-A034	KEY, CLOVER CASH DRAWER KEY A034	\$2.71	MIS-KEY-A034	FOB DEST	n/a
MIS-KEY-A035	KEY, CLOVER CASH DRAWER KEY A035	\$2.71	MIS-KEY-A035	FOB DEST	n/a
MIS-KEY-A036	KEY, CLOVER CASH DRAWER KEY A036	\$2.71	MIS-KEY-A036	FOB DEST	n/a
MIS-KEY-A037	KEY, CLOVER CASH DRAWER KEY A037	\$2.71	MIS-KEY-A037	FOB DEST	n/a
MIS-KEY-A038	KEY, CLOVER CASH DRAWER KEY A038	\$2.71	MIS-KEY-A038	FOB DEST	n/a
MIS-KEY-A039	KEY, CLOVER CASH DRAWER KEY A039	\$2.71	MIS-KEY-A039	FOB DEST	n/a
MIS-KEY-A040	KEY, CLOVER CASH DRAWER KEY A040	\$2.71	MIS-KEY-A040	FOB DEST	n/a
MIS-KEY-A041	KEY, CLOVER CASH DRAWER KEY A041	\$2.71	MIS-KEY-A041	FOB DEST	n/a
MIS-KEY-A042	KEY, CLOVER CASH DRAWER KEY A042	\$2.71	MIS-KEY-A042	FOB DEST	n/a
MIS-KEY-A043	KEY, CLOVER CASH DRAWER KEY A043	\$2.71	MIS-KEY-A043	FOB DEST	n/a
MIS-KEY-A044	KEY, CLOVER CASH DRAWER KEY A044	\$2.71	MIS-KEY-A044	FOB DEST	n/a
MIS-KEY-A045	KEY, CLOVER CASH DRAWER KEY A045	\$2.71	MIS-KEY-A045	FOB DEST	n/a
MIS-KEY-A046	KEY, CLOVER CASH DRAWER KEY A046	\$2.71	MIS-KEY-A046	FOB DEST	n/a
MIS-KEY-A047	KEY, CLOVER CASH DRAWER KEY A047	\$2.71	MIS-KEY-A047	FOB DEST	n/a
MIS-KEY-A048	KEY, CLOVER CASH DRAWER KEY A048	\$2.71	MIS-KEY-A048	FOB DEST	n/a
MIS-KEY-A049	KEY, CLOVER CASH DRAWER KEY A049	\$2.71	MIS-KEY-A049	FOB DEST	n/a
MIS-KEY-A050	KEY, CLOVER CASH DRAWER KEY A050	\$2.71	MIS-KEY-A050	FOB DEST	n/a
MIS-KEY-A051	KEY, CLOVER CASH DRAWER KEY A051	\$2.71	MIS-KEY-A051	FOB DEST	n/a
MIS-KEY-A052	KEY, CLOVER CASH DRAWER KEY A052	\$2.71	MIS-KEY-A052	FOB DEST	n/a
MIS-KEY-A053	KEY, CLOVER CASH DRAWER KEY A053	\$2.71	MIS-KEY-A053	FOB DEST	n/a
MIS-KEY-A054	KEY, CLOVER CASH DRAWER KEY A054	\$2.71	MIS-KEY-A054	FOB DEST	n/a
MIS-KEY-A055	KEY, CLOVER CASH DRAWER KEY A055	\$2.71	MIS-KEY-A055	FOB DEST	n/a
MIS-KEY-A056	KEY, CLOVER CASH DRAWER KEY A056	\$2.71	MIS-KEY-A056	FOB DEST	n/a
MIS-KEY-A057	KEY, CLOVER CASH DRAWER KEY A057	\$2.71	MIS-KEY-A057	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A058	KEY, CLOVER CASH DRAWER KEY A058	\$2.71	MIS-KEY-A058	FOB DEST	n/a
MIS-KEY-A059	KEY, CLOVER CASH DRAWER KEY A059	\$2.71	MIS-KEY-A059	FOB DEST	n/a
MIS-KEY-A060	KEY, CLOVER CASH DRAWER KEY A060	\$2.71	MIS-KEY-A060	FOB DEST	n/a
MIS-KEY-A061	KEY, CLOVER CASH DRAWER KEY A061	\$2.71	MIS-KEY-A061	FOB DEST	n/a
MIS-KEY-A062	KEY, CLOVER CASH DRAWER KEY A062	\$2.71	MIS-KEY-A062	FOB DEST	n/a
MIS-KEY-A063	KEY, CLOVER CASH DRAWER KEY A063	\$2.71	MIS-KEY-A063	FOB DEST	n/a
MIS-KEY-A064	KEY, CLOVER CASH DRAWER KEY A064	\$2.71	MIS-KEY-A064	FOB DEST	n/a
MIS-KEY-A065	KEY, CLOVER CASH DRAWER KEY A065	\$2.71	MIS-KEY-A065	FOB DEST	n/a
MIS-KEY-A066	KEY, CLOVER CASH DRAWER KEY A066	\$2.71	MIS-KEY-A066	FOB DEST	n/a
MIS-KEY-A067	KEY, CLOVER CASH DRAWER KEY A067	\$2.71	MIS-KEY-A067	FOB DEST	n/a
MIS-KEY-A068	KEY, CLOVER CASH DRAWER KEY A068	\$2.71	MIS-KEY-A068	FOB DEST	n/a
MIS-KEY-A069	KEY, CLOVER CASH DRAWER KEY A069	\$2.71	MIS-KEY-A069	FOB DEST	n/a
MIS-KEY-A070	KEY, CLOVER CASH DRAWER KEY A070	\$2.71	MIS-KEY-A070	FOB DEST	n/a
MIS-KEY-A071	KEY, CLOVER CASH DRAWER KEY A071	\$2.71	MIS-KEY-A071	FOB DEST	n/a
MIS-KEY-A072	KEY, CLOVER CASH DRAWER KEY A072	\$2.71	MIS-KEY-A072	FOB DEST	n/a
MIS-KEY-A073	KEY, CLOVER CASH DRAWER KEY A073	\$2.71	MIS-KEY-A073	FOB DEST	n/a
MIS-KEY-A074	KEY, CLOVER CASH DRAWER KEY A074	\$2.71	MIS-KEY-A074	FOB DEST	n/a
MIS-KEY-A075	KEY, CLOVER CASH DRAWER KEY A075	\$2.71	MIS-KEY-A075	FOB DEST	n/a
MIS-KEY-A076	KEY, CLOVER CASH DRAWER KEY A076	\$2.71	MIS-KEY-A076	FOB DEST	n/a
MIS-KEY-A077	KEY, CLOVER CASH DRAWER KEY A077	\$2.71	MIS-KEY-A077	FOB DEST	n/a
MIS-KEY-A078	KEY, CLOVER CASH DRAWER KEY A078	\$2.71	MIS-KEY-A078	FOB DEST	n/a
MIS-KEY-A079	KEY, CLOVER CASH DRAWER KEY A079	\$2.71	MIS-KEY-A079	FOB DEST	n/a
MIS-KEY-A080	KEY, CLOVER CASH DRAWER KEY A080	\$2.71	MIS-KEY-A080	FOB DEST	n/a
MIS-KEY-A081	KEY, CLOVER CASH DRAWER KEY A081	\$2.71	MIS-KEY-A081	FOB DEST	n/a
MIS-KEY-A082	KEY, CLOVER CASH DRAWER KEY A082	\$2.71	MIS-KEY-A082	FOB DEST	n/a
MIS-KEY-A083	KEY, CLOVER CASH DRAWER KEY A083	\$2.71	MIS-KEY-A083	FOB DEST	n/a
MIS-KEY-A084	KEY, CLOVER CASH DRAWER KEY A084	\$2.71	MIS-KEY-A084	FOB DEST	n/a
MIS-KEY-A085	KEY, CLOVER CASH DRAWER KEY A085	\$2.71	MIS-KEY-A085	FOB DEST	n/a
MIS-KEY-A086	KEY, CLOVER CASH DRAWER KEY A086	\$2.71	MIS-KEY-A086	FOB DEST	n/a
MIS-KEY-A087	KEY, CLOVER CASH DRAWER KEY A087	\$2.71	MIS-KEY-A087	FOB DEST	n/a
MIS-KEY-A088	KEY, CLOVER CASH DRAWER KEY A088	\$2.71	MIS-KEY-A088	FOB DEST	n/a
MIS-KEY-A089	KEY, CLOVER CASH DRAWER KEY A089	\$2.71	MIS-KEY-A089	FOB DEST	n/a
MIS-KEY-A090	KEY, CLOVER CASH DRAWER KEY A090	\$2.71	MIS-KEY-A090	FOB DEST	n/a
MIS-KEY-A091	KEY, CLOVER CASH DRAWER KEY A091	\$2.71	MIS-KEY-A091	FOB DEST	n/a
MIS-KEY-A092	KEY, CLOVER CASH DRAWER KEY A092	\$2.71	MIS-KEY-A092	FOB DEST	n/a
MIS-KEY-A093	KEY, CLOVER CASH DRAWER KEY A093	\$2.71	MIS-KEY-A093	FOB DEST	n/a
MIS-KEY-A094	KEY, CLOVER CASH DRAWER KEY A094	\$2.71	MIS-KEY-A094	FOB DEST	n/a
MIS-KEY-A095	KEY, CLOVER CASH DRAWER KEY A095	\$2.71	MIS-KEY-A095	FOB DEST	n/a
MIS-KEY-A096	KEY, CLOVER CASH DRAWER KEY A096	\$2.71	MIS-KEY-A096	FOB DEST	n/a
MIS-KEY-A097	KEY, CLOVER CASH DRAWER KEY A097	\$2.71	MIS-KEY-A097	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A098	KEY, CLOVER CASH DRAWER KEY A098	\$2.71	MIS-KEY-A098	FOB DEST	n/a
MIS-KEY-A099	KEY, CLOVER CASH DRAWER KEY A099	\$2.71	MIS-KEY-A099	FOB DEST	n/a
MIS-KEY-A100	KEY, CLOVER CASH DRAWER KEY A100	\$2.71	MIS-KEY-A100	FOB DEST	n/a
MIS-KEY-A101	KEY, CLOVER CASH DRAWER KEY A101	\$2.71	MIS-KEY-A101	FOB DEST	n/a
MIS-KEY-A102	KEY, CLOVER CASH DRAWER KEY A102	\$2.71	MIS-KEY-A102	FOB DEST	n/a
MIS-KEY-A103	KEY, CLOVER CASH DRAWER KEY A103	\$2.71	MIS-KEY-A103	FOB DEST	n/a
MIS-KEY-A104	KEY, CLOVER CASH DRAWER KEY A104	\$2.71	MIS-KEY-A104	FOB DEST	n/a
MIS-KEY-A105	KEY, CLOVER CASH DRAWER KEY A105	\$2.71	MIS-KEY-A105	FOB DEST	n/a
MIS-KEY-A106	KEY, CLOVER CASH DRAWER KEY A106	\$2.71	MIS-KEY-A106	FOB DEST	n/a
MIS-KEY-A107	KEY, CLOVER CASH DRAWER KEY A107	\$2.71	MIS-KEY-A107	FOB DEST	n/a
MIS-KEY-A108	KEY, CLOVER CASH DRAWER KEY A108	\$2.71	MIS-KEY-A108	FOB DEST	n/a
MIS-KEY-A109	KEY, CLOVER CASH DRAWER KEY A109	\$2.71	MIS-KEY-A109	FOB DEST	n/a
MIS-KEY-A110	KEY, CLOVER CASH DRAWER KEY A110	\$2.71	MIS-KEY-A110	FOB DEST	n/a
MIS-KEY-A111	KEY, CLOVER CASH DRAWER KEY A111	\$2.71	MIS-KEY-A111	FOB DEST	n/a
MIS-KEY-A112	KEY, CLOVER CASH DRAWER KEY A112	\$2.71	MIS-KEY-A112	FOB DEST	n/a
MIS-KEY-A113	KEY, CLOVER CASH DRAWER KEY A113	\$2.71	MIS-KEY-A113	FOB DEST	n/a
MIS-KEY-A114	KEY, CLOVER CASH DRAWER KEY A114	\$2.71	MIS-KEY-A114	FOB DEST	n/a
MIS-KEY-A115	KEY, CLOVER CASH DRAWER KEY A115	\$2.71	MIS-KEY-A115	FOB DEST	n/a
MIS-KEY-A116	KEY, CLOVER CASH DRAWER KEY A116	\$2.71	MIS-KEY-A116	FOB DEST	n/a
MIS-KEY-A117	KEY, CLOVER CASH DRAWER KEY A117	\$2.71	MIS-KEY-A117	FOB DEST	n/a
MIS-KEY-A118	KEY, CLOVER CASH DRAWER KEY A118	\$2.71	MIS-KEY-A118	FOB DEST	n/a
MIS-KEY-A119	KEY, CLOVER CASH DRAWER KEY A119	\$2.71	MIS-KEY-A119	FOB DEST	n/a
MIS-KEY-A120	KEY, CLOVER CASH DRAWER KEY A120	\$2.71	MIS-KEY-A120	FOB DEST	n/a
MIS-KEY-A121	KEY, CLOVER CASH DRAWER KEY A121	\$2.71	MIS-KEY-A121	FOB DEST	n/a
MIS-KEY-A122	KEY, CLOVER CASH DRAWER KEY A122	\$2.71	MIS-KEY-A122	FOB DEST	n/a
MIS-KEY-A123	KEY, CLOVER CASH DRAWER KEY A123	\$2.71	MIS-KEY-A123	FOB DEST	n/a
MIS-KEY-A124	KEY, CLOVER CASH DRAWER KEY A124	\$2.71	MIS-KEY-A124	FOB DEST	n/a
MIS-KEY-A125	KEY, CLOVER CASH DRAWER KEY A125	\$2.71	MIS-KEY-A125	FOB DEST	n/a
MIS-KEY-A126	KEY, CLOVER CASH DRAWER KEY A126	\$2.71	MIS-KEY-A126	FOB DEST	n/a
MIS-KEY-A127	KEY, CLOVER CASH DRAWER KEY A127	\$2.71	MIS-KEY-A127	FOB DEST	n/a
MIS-KEY-A128	KEY, CLOVER CASH DRAWER KEY A128	\$2.71	MIS-KEY-A128	FOB DEST	n/a
MIS-KEY-A129	KEY, CLOVER CASH DRAWER KEY A129	\$2.71	MIS-KEY-A129	FOB DEST	n/a
MIS-KEY-A130	KEY, CLOVER CASH DRAWER KEY A130	\$2.71	MIS-KEY-A130	FOB DEST	n/a
MIS-KEY-A131	KEY, CLOVER CASH DRAWER KEY A131	\$2.71	MIS-KEY-A131	FOB DEST	n/a
MIS-KEY-A132	KEY, CLOVER CASH DRAWER KEY A132	\$2.71	MIS-KEY-A132	FOB DEST	n/a
MIS-KEY-A133	KEY, CLOVER CASH DRAWER KEY A133	\$2.71	MIS-KEY-A133	FOB DEST	n/a
MIS-KEY-A134	KEY, CLOVER CASH DRAWER KEY A134	\$2.71	MIS-KEY-A134	FOB DEST	n/a
MIS-KEY-A135	KEY, CLOVER CASH DRAWER KEY A135	\$2.71	MIS-KEY-A135	FOB DEST	n/a
MIS-KEY-A136	KEY, CLOVER CASH DRAWER KEY A136	\$2.71	MIS-KEY-A136	FOB DEST	n/a
MIS-KEY-A137	KEY, CLOVER CASH DRAWER KEY A137	\$2.71	MIS-KEY-A137	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A138	KEY, CLOVER CASH DRAWER KEY A138	\$2.71	MIS-KEY-A138	FOB DEST	n/a
MIS-KEY-A139	KEY, CLOVER CASH DRAWER KEY A139	\$2.71	MIS-KEY-A139	FOB DEST	n/a
MIS-KEY-A140	KEY, CLOVER CASH DRAWER KEY A140	\$2.71	MIS-KEY-A140	FOB DEST	n/a
MIS-KEY-A141	KEY, CLOVER CASH DRAWER KEY A141	\$2.71	MIS-KEY-A141	FOB DEST	n/a
MIS-KEY-A142	KEY, CLOVER CASH DRAWER KEY A142	\$2.71	MIS-KEY-A142	FOB DEST	n/a
MIS-KEY-A143	KEY, CLOVER CASH DRAWER KEY A143	\$2.71	MIS-KEY-A143	FOB DEST	n/a
MIS-KEY-A144	KEY, CLOVER CASH DRAWER KEY A144	\$2.71	MIS-KEY-A144	FOB DEST	n/a
MIS-KEY-A145	KEY, CLOVER CASH DRAWER KEY A145	\$2.71	MIS-KEY-A145	FOB DEST	n/a
MIS-KEY-A146	KEY, CLOVER CASH DRAWER KEY A146	\$2.71	MIS-KEY-A146	FOB DEST	n/a
MIS-KEY-A147	KEY, CLOVER CASH DRAWER KEY A147	\$2.71	MIS-KEY-A147	FOB DEST	n/a
MIS-KEY-A148	KEY, CLOVER CASH DRAWER KEY A148	\$2.71	MIS-KEY-A148	FOB DEST	n/a
MIS-KEY-A149	KEY, CLOVER CASH DRAWER KEY A149	\$2.71	MIS-KEY-A149	FOB DEST	n/a
MIS-KEY-A150	KEY, CLOVER CASH DRAWER KEY A150	\$2.71	MIS-KEY-A150	FOB DEST	n/a
MIS-KEY-A151	KEY, CLOVER CASH DRAWER KEY A151	\$2.71	MIS-KEY-A151	FOB DEST	n/a
MIS-KEY-A152	KEY, CLOVER CASH DRAWER KEY A152	\$2.71	MIS-KEY-A152	FOB DEST	n/a
MIS-KEY-A153	KEY, CLOVER CASH DRAWER KEY A153	\$2.71	MIS-KEY-A153	FOB DEST	n/a
MIS-KEY-A154	KEY, CLOVER CASH DRAWER KEY A154	\$2.71	MIS-KEY-A154	FOB DEST	n/a
MIS-KEY-A155	KEY, CLOVER CASH DRAWER KEY A155	\$2.71	MIS-KEY-A155	FOB DEST	n/a
MIS-KEY-A156	KEY, CLOVER CASH DRAWER KEY A156	\$2.71	MIS-KEY-A156	FOB DEST	n/a
MIS-KEY-A157	KEY, CLOVER CASH DRAWER KEY A157	\$2.71	MIS-KEY-A157	FOB DEST	n/a
MIS-KEY-A158	KEY, CLOVER CASH DRAWER KEY A158	\$2.71	MIS-KEY-A158	FOB DEST	n/a
MIS-KEY-A159	KEY, CLOVER CASH DRAWER KEY A159	\$2.71	MIS-KEY-A159	FOB DEST	n/a
MIS-KEY-A160	KEY, CLOVER CASH DRAWER KEY A160	\$2.71	MIS-KEY-A160	FOB DEST	n/a
MIS-KEY-A161	KEY, CLOVER CASH DRAWER KEY A161	\$2.71	MIS-KEY-A161	FOB DEST	n/a
MIS-KEY-A162	KEY, CLOVER CASH DRAWER KEY A162	\$2.71	MIS-KEY-A162	FOB DEST	n/a
MIS-KEY-A163	KEY, CLOVER CASH DRAWER KEY A163	\$2.71	MIS-KEY-A163	FOB DEST	n/a
MIS-KEY-A164	KEY, CLOVER CASH DRAWER KEY A164	\$2.71	MIS-KEY-A164	FOB DEST	n/a
MIS-KEY-A165	KEY, CLOVER CASH DRAWER KEY A165	\$2.71	MIS-KEY-A165	FOB DEST	n/a
MIS-KEY-A166	KEY, CLOVER CASH DRAWER KEY A166	\$2.71	MIS-KEY-A166	FOB DEST	n/a
MIS-KEY-A167	KEY, CLOVER CASH DRAWER KEY A167	\$2.71	MIS-KEY-A167	FOB DEST	n/a
MIS-KEY-A168	KEY, CLOVER CASH DRAWER KEY A168	\$2.71	MIS-KEY-A168	FOB DEST	n/a
MIS-KEY-A169	KEY, CLOVER CASH DRAWER KEY A169	\$2.71	MIS-KEY-A169	FOB DEST	n/a
MIS-KEY-A170	KEY, CLOVER CASH DRAWER KEY A170	\$2.71	MIS-KEY-A170	FOB DEST	n/a
MIS-KEY-A171	KEY, CLOVER CASH DRAWER KEY A171	\$2.71	MIS-KEY-A171	FOB DEST	n/a
MIS-KEY-A172	KEY, CLOVER CASH DRAWER KEY A172	\$2.71	MIS-KEY-A172	FOB DEST	n/a
MIS-KEY-A173	KEY, CLOVER CASH DRAWER KEY A173	\$2.71	MIS-KEY-A173	FOB DEST	n/a
MIS-KEY-A174	KEY, CLOVER CASH DRAWER KEY A174	\$2.71	MIS-KEY-A174	FOB DEST	n/a
MIS-KEY-A175	KEY, CLOVER CASH DRAWER KEY A175	\$2.71	MIS-KEY-A175	FOB DEST	n/a
MIS-KEY-A176	KEY, CLOVER CASH DRAWER KEY A176	\$2.71	MIS-KEY-A176	FOB DEST	n/a
MIS-KEY-A177	KEY, CLOVER CASH DRAWER KEY A177	\$2.71	MIS-KEY-A177	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A178	KEY, CLOVER CASH DRAWER KEY A178	\$2.71	MIS-KEY-A178	FOB DEST	n/a
MIS-KEY-A179	KEY, CLOVER CASH DRAWER KEY A179	\$2.71	MIS-KEY-A179	FOB DEST	n/a
MIS-KEY-A180	KEY, CLOVER CASH DRAWER KEY A180	\$2.71	MIS-KEY-A180	FOB DEST	n/a
MIS-KEY-A181	KEY, CLOVER CASH DRAWER KEY A181	\$2.71	MIS-KEY-A181	FOB DEST	n/a
MIS-KEY-A182	KEY, CLOVER CASH DRAWER KEY A182	\$2.71	MIS-KEY-A182	FOB DEST	n/a
MIS-KEY-A183	KEY, CLOVER CASH DRAWER KEY A183	\$2.71	MIS-KEY-A183	FOB DEST	n/a
MIS-KEY-A184	KEY, CLOVER CASH DRAWER KEY A184	\$2.71	MIS-KEY-A184	FOB DEST	n/a
MIS-KEY-A185	KEY, CLOVER CASH DRAWER KEY A185	\$2.71	MIS-KEY-A185	FOB DEST	n/a
MIS-KEY-A186	KEY, CLOVER CASH DRAWER KEY A186	\$2.71	MIS-KEY-A186	FOB DEST	n/a
MIS-KEY-A187	KEY, CLOVER CASH DRAWER KEY A187	\$2.71	MIS-KEY-A187	FOB DEST	n/a
MIS-KEY-A188	KEY, CLOVER CASH DRAWER KEY A188	\$2.71	MIS-KEY-A188	FOB DEST	n/a
MIS-KEY-A189	KEY, CLOVER CASH DRAWER KEY A189	\$2.71	MIS-KEY-A189	FOB DEST	n/a
MIS-KEY-A190	KEY, CLOVER CASH DRAWER KEY A190	\$2.71	MIS-KEY-A190	FOB DEST	n/a
MIS-KEY-A191	KEY, CLOVER CASH DRAWER KEY A191	\$2.71	MIS-KEY-A191	FOB DEST	n/a
MIS-KEY-A192	KEY, CLOVER CASH DRAWER KEY A192	\$2.71	MIS-KEY-A192	FOB DEST	n/a
MIS-KEY-A193	KEY, CLOVER CASH DRAWER KEY A193	\$2.71	MIS-KEY-A193	FOB DEST	n/a
MIS-KEY-A194	KEY, CLOVER CASH DRAWER KEY A194	\$2.71	MIS-KEY-A194	FOB DEST	n/a
MIS-KEY-A195	KEY, CLOVER CASH DRAWER KEY A195	\$2.71	MIS-KEY-A195	FOB DEST	n/a
MIS-KEY-A196	KEY, CLOVER CASH DRAWER KEY A196	\$2.71	MIS-KEY-A196	FOB DEST	n/a
MIS-KEY-A197	KEY, CLOVER CASH DRAWER KEY A197	\$2.71	MIS-KEY-A197	FOB DEST	n/a
MIS-KEY-A198	KEY, CLOVER CASH DRAWER KEY A198	\$2.71	MIS-KEY-A198	FOB DEST	n/a
MIS-KEY-A199	KEY, CLOVER CASH DRAWER KEY A199	\$2.71	MIS-KEY-A199	FOB DEST	n/a
MIS-KEY-A200	KEY, CLOVER CASH DRAWER KEY A200	\$2.71	MIS-KEY-A200	FOB DEST	n/a

ADVANCE REPLACEMENT WARRANTY (ARP)

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.

Manufacturer Warranty is 1 year.

Note: ARP is for purchased hardware; warranty language for leased equipment is found in the Equipment Lease Agreement

Part Number	Hardware Brand	Description	ARP Program	1 Year Beyond Mfg Warranty	2 Years Beyond Mfg Warranty	3 Years Beyond Mfg Warranty	4 Years Beyond Mfg Warranty	Comments	Addendum Required Cross Reference
N-TS240-50IJE	Digital Check	DIGITAL CHECK TS240-50, ENERGYSTAR ENHANCED, WITH INK JET 153000-72	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-30-100	Epson	CAPTURE ONE 30-100, CAP1 30-100, A41A266111	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-SINGLE	Epson	EPSON CAP ONE SINGLE SCANR (1 POCKET) C130A41A266511	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-130	First Data	TERMINAL/ PP, FD130 W/MODEM/LAN/WIFI (ROHS) - US 001867064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-130-DUO	First Data	TERMINAL FD130-DUO W/MODEM/LAN/WIFI (ROHS) - US 001869064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-35-HW	First Data	PINPAD 8006L1-1C STRAIGHT USB (ROHS) 001791064	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-410	First Data	PORTABLE TERMINAL W/3G+WIFI T103P FD410_U(ROHS) 001994064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum

Part Number	Hardware Brand	Description	ARP Program	1 Year Beyond Mfg Warranty	2 Years Beyond Mfg Warranty	3 Years Beyond Mfg Warranty	4 Years Beyond Mfg Warranty	Comments	Addendum Required Cross Reference
N-MINIM3800	MagTek Inc	MINIMICR 3800 (22522003)	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-MX915-DCCTLSC	VeriFone Inc	VFI MX915 PCI 3.X, SC, TCH, ETH, SIG, CTLS, M132-409-01-R (CABLES AND POWER PACKS SOLD SEPARATELY)	Multi Lane	n/a	n/a	\$99.00	\$109.00	ARP minimum term is 3 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-MX925-509-01R	VeriFone Inc	MX925, M132-509-01-R, PCI 3.X, SC, TCH, ETH, SIG INTERNAL CTLS	Multi Lane	n/a	n/a	\$99.00	\$109.00	ARP minimum term is 3 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-VX520-CTL	VeriFone Inc	VX520 CTLS, D/C, EMV/SC PCI 3.0 M252-653-A3-NAA-3	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-VX520-DCSC3	VeriFone Inc	VX520 DIAL/ETH 128/32 MB STD KPD SCR 49MM M252-753-03-NAA-3	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
LTR-GEN-SWAP	First Data	SWAP Fee for ARP program. When Total number of Product replacements for all Client installations utilizing the ARP Program exceeds 10% of the total number of units installed in all Client locations on an annual basis.	n/a	waived	waived	waived	waived		TASQ Advanced Replacement Plan (ARP) Addendum



FULLY EXECUTED - CHANGE 4
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 07/18/2018
Valid From: 11/01/2016 To: 10/31/2021

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 511216

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-346-3820

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Supplier Phone Number: 954-845-5022

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 4
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 07/18/2018
Valid From: 11/01/2016 To: 10/31/2021

Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:

January 16, 2018

Mr. Michael Wedges
Commodity Specialist
Department of General Services
Bureau of Procurement
555 Walnut St., 6th Floor, Forum Place
Harrisburg, PA 17101

Re: Transaction Dispute processes

Dear Mr. Wedges

Below you will find a high-level description of the transaction dispute process as well as an explanation of when the Chargeback fee applies. This description outlines the typical Chargeback process under the current Card Association rules and each Card Association has its own rules that must be followed during the process. However, for purposes of the fee, the Card Associations currently levy the Chargeback fee as generally discussed below. As a reminder, the Card Associations may amend their rules from time to time in their discretion and the each Commonwealth merchant (agencies or CoStars) must follow the applicable rules as they exist at the time of a disputed transaction.

A Cardholder or Issuer may dispute a transaction. The Issuer initiates either a Ticket Retrieval request or a Chargeback. The two processes are described below.

TICKET RETRIEVAL REQUEST.

The first step in the dispute process usually begins with a Ticket Retrieval request. A Ticket Retrieval request is a request for a transaction substantiation document to satisfy an inquiry from the Cardholder or the Issuer. Under current rules, a Commonwealth merchant must respond within 20 calendar days to a Ticket Retrieval request for all Card Associations with the exception of American Express. First Data can only support American Express dispute processing for those Commonwealth merchants that participate in American Express OptBlue program because funding of those transactions runs through First Data. The time to respond to American Express OptBlue requests is 12 days.

For Commonwealth merchants who receive their funding for American Express transactions directly from American Express, American Express transaction disputes are processed directly with American Express. First Data does not respond to American Express transaction disputes for Commonwealth merchants that do not participate in OptBlue..

When First Data receives the Ticket Retrieval request it will be loaded into our internal system IDS (Integrated Dispute System) where it will be enriched with additional supporting information like transaction/authorization date in First Data’s possession. Depending on the basis of the Ticket Retrieval request, First Data may be able to respond on behalf of the Commonwealth merchant to satisfy the Ticket Retrieval request with the enriched data. If First Data is unable to fulfill the Ticket Retrieval request on behalf of the Commonwealth merchant, the request will presented to the Commonwealth merchant for fulfillment, which is typically next business day. The Commonwealth merchant will respond with any additional information in its possession. Once the Ticket Retrieval request is submitted back to the issuing bank, the Cardholder will be provided the information. If the Cardholder or Issuer accepts the information, the process is concluded. If the Cardholder or Issuer continues to dispute the transaction, the Cardholder can then elevate the dispute in question to a Chargeback.

The Ticket Retrieval request does not result in a Chargeback fee to the Commonwealth.

CHARGEBACK.

A Chargeback occurs when the issuer charges all or part of the amount of a transaction back to the acquirer because the issuer believes the transaction is fraudulent or violated a Card Association rule or regulation. The acquirer is charged the amount of the transaction as a Chargeback, which is then passed to the Commonwealth merchant. Once the disputed transaction reaches the Chargeback phase, the Commonwealth merchant pays the Chargeback fee regardless of the outcome. The Chargeback fee is levied only one time per disputed transaction. Funds in the amount of the Chargeback are debited from the Commonwealth merchant DDA to which the original transaction was funded on the day the Chargeback is received from the Issuer.

Chargeback notifications will be sent to the Commonwealth merchant according to their Chargeback notification process established at account setup. The Commonwealth merchant may accept the Chargeback or the Commonwealth merchant may dispute the Chargeback in which case it has 15 calendar days to respond to preserve the right to have the Chargeback reversed.

First Data will gather information it has in its possession (receipt, signature capture, invoice, UPS proof of delivery, etc.) to respond to Chargebacks on behalf of the Commonwealth merchant.

The Commonwealth merchant may need to provide any additional supporting documentation it has to defend the Chargeback. If the Issuer and/or Cardholder accepts the supporting documentation, the Chargeback will be reversed. If the Chargeback is reversed, the funds for transaction will be re-deposited to the Commonwealth merchant's DDA.

If the supporting documentation is rejected, the dispute notification is then elevated to the next level, which will require additional supporting documentation if any is available. As with the initial Chargeback, the Issuer/Cardholder will consider any additional documentation and, if accepted, the Chargeback will be reversed or, if rejected, the Commonwealth merchant will have lost the Chargeback and the funds will remain debited from their DDA.

Occasionally, disputes can also be handled through processes known as pre arbitration, arbitration, or MC second chargeback. Since these exception processes all begin with a Chargeback, Chargeback fees will apply.

SUMMARY

The Commonwealth will be charged a Chargeback fee anytime a Chargeback is issued regardless of the outcome. If the Chargeback is reversed or upheld, the Commonwealth will still be assessed the Chargeback fee. The fee will be assessed the day you receive the Chargeback and will be charged on your monthly billing statement.

Sincerely,

David Natelson

Vice President, Government Solutions

727-215-4078 (cell)

David.Natelson@firstdata.com | www.firstdata.com

OFFLINE BAFO COST SUBMITTAL

Overview

The Cost Submittal Worksheets contained in this workbook shall constitute the Offline Best and Final Offer (BAFO) Cost Submittal and is due via email to Jennifer Habowski (jhabowski@pa.gov) by the date and time outlined in the Reverse Auction Package.

Offerors must complete ALL HIGHLIGHTED SPACES shown on the OFFLINE BAFO COST SUBMITTAL OVERVIEW and COST WORKSHEETS (Tabs 2-10).

The selected Offeror will only be reimbursed for the charges as outlined in the Offline BAFO Cost Submittal (Attachment B) and for items acquired by the Commonwealth through the Selected Offeror's Product List (Tab 10). **The pricing in the Offline BAFO Cost Submittal submitted to DGS must be consistent with the Offeror's BAFO Price submitted during the live online auction.**

****Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.****

Cost Formulation: Projected Totals

For purposes of this cost proposal, the following table presents a projection of estimated credit card volumes for Unbundled, Bundled and Non-Bank Card Costs. These projections reflect the Commonwealth's best estimate of future volumes and are based on existing applications or applications under development. No consideration is given for potential future applications. The following projected information is provided for the Offeror's use in developing its costs under this proposal and should NOT be considered a guarantee of actual transactions or dollar amounts over the life of the Contract.

OFFLINE BAFO COST SUBMITTAL

**PROJECTED FULL SERVICE PROCESSING
FOR THE FIVE YEAR PERIOD: 2017 TO 2021
(Transaction Volumes in Thousandths)**

	<u>Year 2017</u>	<u>Year 2018</u>	<u>Year 2019</u>	<u>Year 2020</u>	<u>Year 2021</u>
1. PLCB MC/VISA					
Transaction Volume:	15,319.00	16,238.00	17,212.00	18,244.00	19,339.00
Dollar Volume:	\$ 699,014.00	\$ 740,955.00	\$ 785,412.00	\$ 832,537.00	\$ 882,489.00
2. COPA MC/VISA/DIS					
Transaction Volume:	6,549.00	6,942.00	7,358.00	7,800.00	8,268.00
Dollar Volume:	\$ 309,173.00	\$ 327,723.00	\$ 347,386.00	\$ 368,229.00	\$ 390,323.00
3. PLCB DIS					
Transaction Volume:	1,228.00	1,302.00	1,380.00	1,463.00	1,551.00
Dollar Volume:	\$ 52,372.00	\$ 55,514.00	\$ 58,845.00	\$ 62,376.00	\$ 66,119.00
4. PLCB AMEX					
Transaction Volume:	1,959.00	2,077.00	2,202.00	2,467.00	2,615.00
Dollar Volume:	\$ 218,014.00	\$ 231,095.00	\$ 244,961.00	\$ 259,659.00	\$ 275,239.00
5. COPA AMEX					
Transaction Volume:	426.00	451.00	478.00	506.00	536.00
Dollar Volume:	\$ 33,291.00	\$ 35,291.00	\$ 37,405.00	\$ 39,649.00	\$ 42,028.00
6. PLCB Debit Card					
Transaction Volume:	20,799.00	22,047.00	23,370.00	24,772.00	26,258.00
Dollar Volume:	\$ 632,678.00	\$ 670,639.00	\$ 710,877.00	\$ 753,530.00	\$ 798,742.00
7. COPA Debit Card					
Transaction Volume:	-	-	-	-	-
Dollar Volume:	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.00	\$ 5.00

OFFLINE BAFO COST SUBMITTAL

Cost Submittal Worksheets (Tabs 3 - 10)

1. Offerors must enter a single rate or % (as applicable) into each of the highlighted fields on Tabs 3 - 6. The numerical rate or % (as applicable) entered must account for all costs for processing a transaction. If a cost does not apply, enter "0". DO NOT leave any highlighted fields blank, or the proposal may be rejected.
2. On Tabs 7-9, Offerors must enter into the highlighted fields any additional Gateway Fees, Merchant Account fees, and ACH fees not included in any fees previously identified in this cost submittal. Gateway fees must be a past-thru cost.
3. As part of the Offline BAFO Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth (Tab 10). The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

Evaluated Costs

For evaluation purposes, Offerors must indicate pricing in the form of the transaction fee (\$ per transaction) based upon the annual volume of transactions for each type of transaction as indicated in the Cost Submittal Worksheets. The cost submittal will be evaluated as follows:

The Commonwealth will score the Cost submittals based upon costs set forth in 3. Unbundled Rate, 4. On-line Debit Card Costs, 5. Non-Bank Card Costs, 7. Gateway Fees and 8. Merchant Account Fees

Cost will be calculated pursuant to the formulas contained in the attached spreadsheets. The spreadsheets will calculate cost by applying the \$ per transaction fee and gateway fee (as appropriate) to the projected volume of transactions over the initial five years of the contract. The spreadsheet will also calculate the estimated monthly Merchant Account Fees over the initial term of the contract. These costs will be automatically calculated in the attached spreadsheets and the Group Total cost will automatically populate into the Cost Summary. Where the formulas in the spreadsheets and this written description may differ, the formulas in the spreadsheet take precedence.

Non-Evaluated Costs

The following services will not be included as a part of the cost evaluation; however, Offerors must enter a cost for these service/products.

1. Bundled Rates
2. ACH Fees
3. Product List

OFFLINE BAFO COST SUBMITTAL

Additional Notes

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- Do not include any reiteration of the technical proposal in the revised cost submittal.
- Do **not** modify the revised cost submittal in any way .
- Do not make assumptions in the revised cost submittal or your proposal may be rejected.

FINAL NEGOTIATED COST SUBMITTAL OVERVIEW
RFP 6100033736

OFFEROR NAME		CONTACT PERSON	
Santander Merchant Services		Dan McCurdy	
OFFEROR ADDRESS		EMAIL ADDRESS	
5565 Glenridge Connector NE		Daniel.mccurdy@firstdata.com	
Atlanta, Georgia 30342		PHONE NUMBER	FAX NUMBER
		717-576-7200	n/a
		VENDOR NUMBER	FEDERAL ID OR SSN
		n/a	59-2126793

COST SUMMARY

Unbundled Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Unbundled Dial Up	0.0390	6,549,000	255,143.70
2017	Unbundled Leased	0.0090	15,319,000	137,245.76
2018	Unbundled Dial Up	0.0390	6,942,000	270,454.66
2018	Unbundled Leased	0.0090	16,238,000	145,479.25
2019	Unbundled Dial Up	0.0390	7,358,000	286,661.69
2019	Unbundled Leased	0.0090	17,212,000	154,205.50
2020	Unbundled Dial Up	0.0390	7,800,000	303,881.65
2020	Unbundled Leased	0.0090	18,244,000	163,451.38
2021	Unbundled Dial Up	0.0390	8,268,000	322,114.54
2021	Unbundled Leased	0.0090	19,339,000	173,261.68
Estimated Unbundled Rate for 5 years				2,211,899.81

***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

Debit Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Online Debit Dial up	0.0090	-	-
2017	Online Debit Leased	0.0090	20,799,000	186,342.10
2018	Online Debit Dial up	0.0090	-	-
2018	Online Debit Leased	0.0090	22,047,000	197,523.16
2019	Online Debit Dialup	0.0090	-	-
2019	Online Debit Leased	0.0090	23,370,000	209,376.16
2020	Online Debit Dialup	0.0090	-	-
2020	Online Debit Leased	0.0090	24,772,000	221,936.94
2021	Online Debit Dialup	0.0090	-	-
2021	Online Debit Leased	0.0090	26,258,000	235,250.29
Estimated Debit Rate for 5 years				1,050,428.65

Non-Bank Card Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Non-Bank Dial up	0.0090	426,000	3,816.61
2017	Non-Bank Leased	0.0090	3,187,000	28,552.92
2018	Non-Bank Dial up	0.0090	451,000	4,040.59
2018	Non-Bank Leased	0.0090	3,379,000	30,273.09
2019	Non-Bank Dial up	0.0090	478,000	4,282.49
2019	Non-Bank Leased	0.0090	3,582,000	32,091.80
2020	Non-Bank Dial up	0.0090	506,000	4,533.35
2020	Non-Bank Leased	0.0090	3,930,000	35,209.60
2021	Non-Bank Dial up	0.0090	536,000	4,802.12
2021	Non-Bank Leased	0.0090	4,166,000	37,323.97
Estimated Non-Bank Card Rate for 5 years				184,926.54

Monthly Merchant Account Fee

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Monthly Account Fee	239.400	75	17,955.00
2018	Monthly Account Fee	239.400	80	19,152.00
2019	Monthly Account Fee	239.400	85	20,349.00
2020	Monthly Account Fee	239.400	90	21,546.00
2021	Monthly Account Fee	239.400	95	22,743.00
Estimated Monthly Merchant Account Fees for 5 years				101,745.00

Group Total to be Evaluated for the Initial Term of the Contract - 5 Years	\$ 3,549,000.00
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***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

B. On-line Debit Card Costs. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Online Debit Card transactions. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 6 & 7 (PLCB Debit Card and COPA Debit Card transactions) as outlined on Tab 1. Instructions.

ANNUAL VOLUME OF TRANSACTIONS FOR ONLINE DEBIT CARDS		ONLINE DEBIT TRANSACTIONS																							
		Transaction Fee for Online Debit Card Transactions (\$ per transaction)																							
		Year 2						Year 3						Year 4						Year 5					
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost		
0 - 5,000,000	\$0.00896	44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93		
5,000,001 - 10,000,000	\$0.00896	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85		
10,000,001 - 11,000,000	\$0.00896	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04		
11,000,001 - 12,000,000	\$0.00896	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22		
12,000,001 - 13,000,000	\$0.00896	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41		
13,000,001 - 14,000,000	\$0.00896	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59		
14,000,001 - 15,000,000	\$0.00896	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78		
15,000,001 - 16,000,000	\$0.00896	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96		
16,000,001 - 17,000,000	\$0.00896	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15		
17,000,001 - 18,000,000	\$0.00896	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34		
18,000,001 - 19,000,000	\$0.00896	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52		
19,000,001 - 20,000,000	\$0.00896	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71		
20,000,001 - 21,000,000	\$0.00896	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89		
21,000,001 - 22,000,000	\$0.00896	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08		
22,000,001 - 23,000,000	\$0.00896	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26		
23,000,001 - 24,000,000	\$0.00896	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45		
24,000,001 - 25,000,000	\$0.00896	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63		
25,000,001 - 26,000,000	\$0.00896	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82		
26,000,001 - 27,000,000	\$0.00896	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00		
27,000,001 - 28,000,000	\$0.00896	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19		
28,000,001 - 29,000,000	\$0.00896	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37		
29,000,001 - 30,000,000	\$0.00896	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56		
		3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75		
		Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease		

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

• Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.

• The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

C. **Non-Bank Card Costs.** Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Discover and American Express. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 3, 4 & 5 (PLCB Dis/PLCB Amex/COPA Amex) as outlined on Tab 1. Instructions.

Note: The Commonwealth and PLCB separately contract with American Express and the funding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

NON-BANK CARD TRANSACTIONS												NON-BANK CARD TRANSACTIONS													
Number of Transactions for American Express and Discover (Annual Volume)		Transaction Fee for American Express and Discover Transactions (\$ per Transaction)																							
		Year 1				Year 2				Year 3				Year 4				Year 5							
		Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost
0	2,000,000	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37
2,000,001	2,500,000	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96
2,500,001	3,000,000	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56
3,000,001	3,500,000	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15
3,500,001	4,000,000	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74
4,000,001	4,500,000	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33
4,500,001	5,000,000	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93
5,000,001	5,500,000	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52
5,500,001	6,000,000	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11
6,000,001	6,500,000	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70
6,500,001	7,000,000	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30
7,000,001	7,500,000	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89
7,500,001	8,000,000	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48
8,000,001	8,500,000	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08
8,500,001	9,000,000	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67
9,000,001	9,500,000	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26
9,500,001	10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85
10,000,001	10,500,000	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45
10,500,001	11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04
11,000,001	11,500,000	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63
11,500,001	12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22
12,000,001	12,500,000	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82
				1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06
				Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

• Pass-Thru Fees. Fees charged by Visa, MasterCard, Discover and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.

• The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

FINAL NEGOTIATED COST SUBMITTAL

D. Bundled Rate. A bundled rate includes all service fees, including pass-through fees. Enter the bundled rate in the highlighted fields for both “card present” and “card not present” transactions, as outlined below. Separate fees must be presented for Visa, MasterCard, Discover*, offline Debit Cards and online Debit Cards.

Note: PA State Police is the only agency currently using the bundled rate.

B-1: Bundled Rate Year 1.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-2: Bundled Rate Year 2.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-3: Bundled Rate Year 3.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-4: Bundled Rate Year 4.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

B-5: Bundled Rate Year 5.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.*

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

E. Gateway Fees*/Set-up Fees. Identify additional gateways/set-up fees not included in any fees previously identified in this cost submittal.

*Gateway fees refers to all fees related to any technology costs associated with the overall solution (including the hosted payment page). The commonwealth expects to pay one flat fee for all technical components of the service. The gateway fees, set-up fees and ongoing fees should be passed through at cost to the commonwealth (i.e. One Time Set Up Fees Per Merchant ID and On Going Per Transaction)

Item Description	Fee
Payeezy Per Transaction Gateway Fee	\$ 0.0300
Payeezy Monthly Gateway Fee.	\$ 19.95
First Data Global Gateway Set-up Fee	\$ -

Billing #	Element	Description	Price (USD \$)	Per Unit
5243	GATEWAY FEES FOR CARD TRANSACTIONS	This element identifies the charge for processing PayPoint transaction for One-time Credit Card transactions and Recurring Credit Card Transactions. Pricing does not include merchant processing fees, (i.e. interchange fees, dues, assessments, etc), custom implementations, or custom reporting. For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.	0.08	/transaction
5245	GATEWAY FEES FOR ACH TRANSACTIONS	This element identifies the charge for processing One-Time eCheck Transactions and Recurring eCheck Transactions. Standard eCheck processing includes basic processing through TeleCheck. Additional TeleCheck services are priced and contracted separately. For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.	0.1	/transaction
5246	CONSUMER PAYMENTS	This element identifies the per transaction surcharge for a payment using Consumer Payments Web or Consumer Payments IVR in addition to the Gateway Fees,	0.02	/transaction
5247	CONSUMER PAYMENTS SUMMARY PRESENTMENT	This element identifies the per transaction surcharge to use summary presentment feature – includes uploading summary billing data and displaying it to a consumer using the Consumer Payments interface. This is in addition to the Consumer Payments and Gateway Fees,	0.02	/transaction
5241	ADMINISTRATION SITE PAYMENTS	This element identifies the per transaction surcharge to use the PayPoint Administration Site for making and canceling payments in addition to the Gateway Fees,	0.02	/transaction
5242	IMPLEMENTATION FEE	This element identifies the charge for implementing the PayPoint Payment Gateway. Maximum of ten PayPoint applications will be boarded under this pricing. Additional applications are \$100/application. *Waived with \$500 monthly minimum and three year contract	3000*	one-time
5244	IVR MINUTES	This element identifies the charge for telecommunication fees for using Consumer Payments IVR	0.08	/minute
5248	ON-SITE TRAINING	This element identifies the charge for PayPoint training, if delivered on site. Standard Pricing includes remote training for PayPoint Administration Site and Consumer Payments, if applicable.	2000	
5249	DEVELOPMENT SURCHARGE	This element identifies the custom development charges. Custom development or custom client integration are not included in the Standard Pricing and will be quoted separately.	200/hour	One-time
5252	MONTHLY MINIMUM TRANSACTION FEE	This element identifies the monthly minimum charges. This will be charged if the total of all other charges do not exceed this minimum amount.	500	/month
5254	PAYMENT EMAIL NOTIFICATION	This element identifies the charge for payment notification emails.	0.01	/transaction

Special Fees.

Commonwealth will be responsible for paying for its own data transmission costs, including the cost of high-speed connectivity (i.e., leased line charges) and the set-up fees associated with installation and configuration of Commonwealth's high-speed connections.

Card Connect gateway fees

Tiered pricing based on annual credit card processing volume through Card Connect

Gateway only, Tokenization is mandatory

Min number of transactions	Maximum number of transactions	Card Gateway Fee
0	25000	0.085
25001	50000	0.075
50001	100000	0.065
100001	250000	0.055
250001	500000	0.045
500001	1000000	0.045
1000001	3000000	0.045
3000001	+	0.035

Integration to ERP Systems

ERP system integration is charged a subscription fee as opposed to a per transaction fee . Tiers are based on

Tier	Monthly Processing Volume (\$)	Subscription fee Cost (\$)
1	0 – 2,499,999	4,500
2	2,500,000 – 4,999,999	5,250
3	5,000,000 – 7,499,999	6,500
4	7,500,000 – 9,999,999	8,250
5	10,000,000+	9,500

Hardware

Hardware*	Purchase Cost	Shipping
iPP 320	\$310	FOB
iPP 350	\$360	FOB
iSC Touch 250	\$500	FOB
Ingenico iSMP4	\$500	FOB
Ingenico iSC Touch 480	\$600	FOB
Ingenico RP457c	\$150	FOB
iCT 220	\$170	FOB
iCT 250	\$220	FOB
Cable ethernet IPP3XX -A-STD-D	\$18	FOB
PSU US 100-240V/8V-2A LEVEL VI	\$18	FOB
IPPxx Stand tilt & Swivel, 0-65 degrees	\$66	FOB
IPPxx Stand tilt & Swivel, 0-90 degrees	\$66	FOB
A	\$10	FOB
IDTECH SREDkey Device	\$192	FOB
iSC Touch 250 Stand	\$102	FOB
iSC Touch 250 Stand	\$102	FOB

ENS Conversion kit for Verifone stand

\$34.80 FOB

Professional services*	Hourly rate
Card Connect Training (train the trainer)	\$165 per hour
Card Connect Project Management	\$175 per hour
Card Connect Implementation	\$185 per hour
Card Connect Programming Services	\$200 per hour

* Professional Services are time and materials (T&M) and will be quoted on a project by project basis via a m

*Hourly rates do not include travel and expenses which are negotiated per SOW.

Token Fee
0.05
0.05
0.05
0.05
0.05
0.05
0.05
0.05
0.05

merchant's monthly processing volume through Card Connect

OFFLINE BAFO COST SUBMITTAL

F. Merchant Account Fee. Identify monthly merchant account fees and merchant account set-up fees.

Item Description	Fee
Monthly Fee per Merchant ID	\$ 19.95
Set up Fee per Merchant Account	\$ -
Chargeback Fee per each chargeback	\$ 5.50

OFFLINE BAFO COST SUBMITTAL

G. ACH Fees. Identify additional ACH fees not included in any fees previously identified in this cost submittal.

Item Description	Fee
TeleCheck® ECA Warranty Chargeable Rate	0.68%
TeleCheck® ECA Warranty Rate per check	\$0.12
TeleCheck® ECA Warranty Effective Rate	0.95%
TeleCheck® ECA Warranty Per Check \$	\$ 0.42
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ECA Verification Chargeable Rate	0.00%
TeleCheck® ECA Verification Rate per check	\$0.12
TeleCheck® ECA Verification Effective Rate	0.27%
TeleCheck® ECA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Warranty Chargeable Rate	1.25%
TeleCheck® ICA Warranty Rate per check	\$0.12
TeleCheck® ICA Warranty Effective Rate	1.52%
TeleCheck® ICA Warranty Per Check \$	\$ 0.68
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$7,500
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Verification Chargeable Rate	0.00%
TeleCheck® ICA Verification Rate per check	\$0.12
TeleCheck® ICA Verification Effective Rate	0.27%
TeleCheck® ICA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck's Electronic Check Acceptance (ECA) offers ACH settlement within 48 hours (or two banking days). Electronically process checks at the point of sale. The TeleCheck Internet Check Acceptance (ICA) service provides a secure and easy way to accept check payments over the Internet. TeleCheck's Internet Check Acceptance offers funding and settlement next banking day for all approved transactions received prior to 4PM CST.

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® Pro21 Warranty Chargeable Rate	0.68%
TeleCheck® Pro21 Warranty Rate per check	\$0.18
TeleCheck® Pro21 Warranty Effective Rate	1.08%
TeleCheck® Pro21 Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® Pro21 Verification Chargeable Rate	0.00%
TeleCheck® Pro21 Verification Rate per check	\$0.18
TeleCheck® Pro21 Verification Effective Rate	0.40%
TeleCheck® Pro21 Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® Pro21SM

Back office solution for mail-in or drop box payments that authorize and electronically settle all Personal, Business and Corporate checks with least cost routing via ACH or imaging.

Back office– Not a face to face transaction-payments received in drop box or mailed in. Merchant can process checks when they have the time such as the end of the day.

Reduction in Fees– TeleCheck absorbs deposit and return fees (warranty) on behalf of the merchant.

Client is funded in 2 banking days

Item Description	Fee
TeleCheck® e-Deposit Warranty Chargeable Rate	0.68%
TeleCheck® e-Deposit Warranty Rate per check	\$0.18
TeleCheck® e-Deposit Warranty Effective Rate	1.08%
TeleCheck® e-Deposit Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® e-Deposit Verification Chargeable Rate	0.00%
TeleCheck® e-Deposit Verification Rate per check	\$0.18
TeleCheck® e-Deposit Verification Effective Rate	0.40%
TeleCheck® e-Deposit Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® e-Deposit

A point of sale or back office solution that authorizes and electronically settles all other check types via image exchange (Check 21/RDC) that are dropped off, mailed in or face to face.

Telecheck e-Deposit also offers

- * Ability to accept other payment types– Money Orders, Cashier, Travelers, Insurance and Government checks can be processed
- * No Risking– Items are imaged and sent to the bank-less trips to the bank
- * Reporting provided– Merchant will still receive a funding report from TeleCheck showing them the transactions processed and approved
- * Returns-Merchant does assume all risk.

Reduction in Fees– TeleCheck Warranty Programs absorb deposit and return fees (warranty) on behalf of the merchant.

OFFLINE BAFO COST SUBMITTAL

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated							
All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.	Manufacturer Warranties are 1 year.	Warranty language for leased equipment is found in the Equipment Lease Agreement					
Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms
FD 130 Terminal	First Data FD130 Terminal	\$35.93	\$29.94	\$61.95	\$549.00	N-FD-130	FOB DEST
FD 35 PIN Pad	First Data FD35 PIN Pad	\$12.93	\$9.94	\$32.95	\$219.00	N-FD-35	FOB DEST
FD35 Stand	FD35 Stand	n/a	n/a	n/a	\$49.00	STCK-194321064	FOB DEST
FD200 WiFi Terminal	FD200 WiFi Terminal	\$39.93	\$32.94	\$66.95	\$699.00	N-FD-200WIFI	FOB DEST
FD300 WiFi Terminal	FD300 WiFi Terminal	\$39.93	\$32.94	\$66.95	\$699.00	N-FD-300WIFI	FOB DEST
Magtek USB Wedge	Magtek USB Wedge	n/a	n/a	n/a	\$199.00	N-MAGWEDGE	FOB DEST
Magtek Mini USB Card Reader	Magtek Mini USB Card Reader	n/a	n/a	n/a	\$199.00	21040110	FOB DEST
Magtek Mini Micr 3800 Check Reader	Magtek Mini Micr 3800 Check Reader	\$12.93	\$9.94	n/a	\$249.00	N-MINIM3800	FOB DEST
Printer P8000S USB	Printer P8000S USB	\$19.93	\$15.94	n/a	\$479.00	N- P8000S	FOB DEST
Datawire Micronode MN1400	Datawire Micronode MN1400 ((additional \$15 per month, monthly maintenance fee is billed under monthly fees)	\$36.93	\$30.94	n/a	\$649.00	N-MN1400	FOB DEST
USB Magtek Check Reader Package	Magtek Safe Secure Card Reader USB HID (w/MSR Single Feed) Part# 22551001 and USB Cable Digital Check TSXXX / Canon CR-25 CR-55 / P7000S (A to B) Part# CBL- CA0039 Available TeleCheck products for this device are; Billing Component Pricing ECA, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$14.93	\$11.94	n/a	\$269.00	USB Magtek Check Reader Package	FOB DEST

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms
Serial Magtek Check Reader Package	RDM EC7502 Reader with Franking Cartridge part #EC7502F and Cable- Cable RDM EC6000/EC7000 to USB Port 7 FT USB to USB part# CBL-5000-40091 and Power Supply part# PWR-302671 Available TeleCheck products for this device are; High Risk TCK Channel Support ECA, Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$18.93	\$13.94	n/a	\$399.00	Serial Magtek Check Reader Package	FOB DEST
USB Epson Check Imager Package	Epson CaptureOne DUAL SIDED IMAGER (replaces the Excella22310102 part# CAP1-30-100 and Power Cord- US 3 Prong 6 FT(attaches to power pack) part# CBL-07152-02 and USB Cable Digital Check TSXXX / Canon CR-25 CR-55 / P7000S (A to B) part# CBL- CA0039 and Power Supply EPSON 220E/325/375/675/6000/9000/9100 W/ US Cord part# PWR-C825343 and Ink Cartridge EPSON Capture One Franking part# MIS-EFC-01 Available TeleCheck products for this device are;Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$28.93	\$22.94	n/a	\$699.00	USB Epson Check Imager Package	FOB DEST
Serial Magtek Check Imager Package	Magtek MICR Imager Check RDR 3-TRK RS232 (w/MSR Cable) part#22410003 and Serial Magtek Imager - Cable Magtek Imager To DB9 Serial part# CBL-22410302 and Cable Telephone CBL 7' Phone CRD,6POS,4WIRE part# CBL-TELCO and Magtek Imager Power Supply part# 64300090 Available TeleCheck products for this device are; ECA, Lockbox, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$19.93	\$14.94	n/a	\$499.00	Serial Magtek Check Imager Package	FOB DEST

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms
USB Magtek Check Scanner Package	Magtek MINIMICR Scanner, MICR Only, 3 Track (w/MSR Single Feed) part# 22533003 and Cable MINI MICR To USB Interface part# CBL-22517583 and Power Supply MAGTEK MICR IMAGE part# PWR-64300090 Available TeleCheck products for this device are; ECA, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$15.93	\$10.94	n/a	\$399.00	USB Magtek Check Scanner Package	FOB DEST
Serial Magtek Check Scanner Package	Magtek Image Safe Scanner (replaces the MDX22360001) part# 22370001 and Cable- USB Cable Digital Check TSXXX, Canon CR-25 CR-55, P7000S part # CBL-CA0039 and Power Supply part# PWR-64300090 Available TeleCheck products for this device are; ECA, Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$19.93	\$14.94	n/a	\$499.00	Serial Magtek Check Scanner Package	FOB DEST
DB25 TO RJ45 CBL-13542-01	DB25 TO RJ45 (CONNECTOR DB-25 CONNECTS TO MN1400) (USE WITH 13836-01)	n/a	n/a	n/a	\$6.89	CBL-13542-01	FOB DEST
ZG9 CABLE CBL-193733035	ZG9 CABLE, FD-30/FD-35 TO FD-100/FD-200/FD-300 (USB) 12FT	n/a	n/a	n/a	\$3.54	CBL-193733035	FOB DEST
CABLE USB MAGTEK	CABLE USB MAGTEK	n/a	n/a	n/a	\$6.94	CBL-22410313	FOB DEST
CABLE RS232 (DB25 TO MAGTEK)	CABLE RS232 (DB25 TO MAGTEK)	n/a	n/a	n/a	\$9.76	CBL-22517507	FOB DEST
CABLE MAGTEK TO T7P/FIP11 DB9	CABLE MAGTEK TO T7P/FIP11 DB9	n/a	n/a	n/a	\$10.22	CBL-22517509	FOB DEST
CABLE MAGTEK TO T420/T460 12 FT	CABLE MAGTEK TO T420/T460 12 FT	n/a	n/a	n/a	\$18.95	CBL-22517518	FOB DEST
CABLE MAGTEK TO PRINTER	CABLE MAGTEK TO PRINTER	n/a	n/a	n/a	\$16.04	CBL-22517572	FOB DEST
(C2) CABLE MAGTEK TO O3200/O37XX/VX5XX/VX610	(C2) CABLE MAGTEK TO O3200/O37XX/VX5XX/VX610	n/a	n/a	n/a	\$9.04	CBL-22517580	FOB DEST
CABLE FD-30/FD-35 TO FD-100/FD-200/FD-300 (USB) 3 FT	CABLE FD-30/FD-35 TO FD-100/FD-200/FD-300 (USB) 3 FT	n/a	n/a	n/a	\$2.25	CBL-262649566	FOB DEST
PWR. SUPP.194488064,W/ AC CRD.194347064	PWR. SUPP.194488064,W/ AC CRD.194347064	n/a	n/a	n/a	\$9.10	KIT-FD130-PWR	FOB DEST
(PH) FIRST DATA FD300TIWIFI KIT	(PH) FIRST DATA FD300TIWIFI KIT	n/a	n/a	n/a	\$0.00	KIT-FD300TIWIFI	FOB DEST
(PH) FIRST DATA FD400CDMATI TERMINAL KIT	(PH) FIRST DATA FD400CDMATI TERMINAL KIT	n/a	n/a	n/a	\$0.00	KIT-FD400CDMATI	FOB DEST
(PH) FIRST DATA FD400GTGPRS TERM	(PH) FIRST DATA FD400GTGPRS TERM	n/a	n/a	n/a	\$0.00	KIT-FD400GTGPRS	FOB DEST
ZH10 FD100/MAGTEK CHECK READER CABLE KIT	ZH10 FD100/MAGTEK CHECK READER CABLE KIT	n/a	n/a	n/a	\$4.29	KIT-FD-MAG CBL	FOB DEST
FD 200 INSTALLATION INSTRUCTION GUIDE	FD 200 INSTALLATION INSTRUCTION GUIDE	n/a	n/a	n/a	\$1.35	MAN-CPI FD-200	FOB DEST
F5 (TP) MANUAL, FD-410 INSTALL GUIDE	F5 (TP) MANUAL, FD-410 INSTALL GUIDE	n/a	n/a	n/a	\$0.45	MAN-FD410-SUG	FOB DEST

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms
SET UP GUIDE FOR WIFI FD100-300 SERIES	SET UP GUIDE FOR WIFI FD100-300 SERIES	n/a	n/a	n/a	\$0.59	MIS-FD100WIFIGD	FOB DEST
D4 (TP) SETUP GUIDE FOR FD-130	D4 (TP) SETUP GUIDE FOR FD-130	n/a	n/a	n/a	\$0.32	MIS-FD130-SUGDE	FOB DEST
D6 (TP) SETUP GUIDE FOR FD-130 DUO	D6 (TP) SETUP GUIDE FOR FD-130 DUO	n/a	n/a	n/a	\$0.36	MIS-FDDUO-SUGDE	FOB DEST
FIRST DATA FD-400 MOBILE KIT	FIRST DATA FD-400 MOBILE KIT	n/a	n/a	n/a	\$30.63	MIS-FDMOBIL-KIT	FOB DEST
PWR SUPPLY VX520/FD55 PWR252-001-02-A	PWR SUPPLY VX520/FD55 PWR252-001-02-A	n/a	n/a	n/a	\$6.02	PWR-252-001-02	FOB DEST
POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	n/a	n/a	n/a	\$10.04	PWR-64300090	FOB DEST
POWER ADAPTOR (MAGTEK)	POWER ADAPTOR (MAGTEK)	n/a	n/a	n/a	\$7.04	PWR-MAGTEK	FOB DEST
MICRO NODE 1400 QUICK REFERENCE GUIDE	MICRO NODE 1400 QUICK REFERENCE GUIDE	n/a	n/a	n/a	\$0.41	QRG-MN1400	FOB DEST
Verifone VX520	Verifone VX520 VX520 Terminal featuring Smart Card Reader, Contactless Reader and Dual Communication	\$34.93	\$29.94	\$34.93	\$599.00	N-VX520-CTL	FOB DEST
Verifone MX915	VFI MX915 PCI 3.X, SC, TCH, ETH, SIG, CTLS	n/a	n/a	n/a	\$494.00	N-MX915-DCCTLSC	FOB DEST
Verifone MX925	MX925 PCI 3.X, SC, TCH, ETH, SIG INTERNAL CTLS	n/a	n/a	n/a	\$747.00	N-MX925-509-01R	FOB DEST
MX915 & MX925 Ethernet Cable	MX915 & MX925 Ethernet Cable - CABLE BLUE MX8XX ENET USB- DEVICE (23741-02-R)	n/a	n/a	n/a	\$27.50	CBL-23741-02	FOB DEST
MX9XX Power Supply	POWER SUPPLY MX880/MX915 PWR ADAPTOR	n/a	n/a	n/a	\$23.00	PWR-132003-01A	FOB DEST
MX9XX Green Ethernet USB-Host Cable	CABLE GREEN MX8XX ENET USB-HOST DB9 2M	n/a	n/a	n/a	\$60.00	CBL-23740-02	FOB DEST
MX9XX Red Ethernet Cable	BERG + PWR AUDIO, TAILGATE, ETH, USB USB, OTG, COM2 (Red)	n/a	n/a	n/a	\$32.09	MIS-602-00R	FOB DEST
MX9XX License	VERIFONE AP-XPISFW-36-LI 5YR XPI LICENSES FOR EMV	n/a	n/a	n/a	\$36.90	AP-XPISFW-60-LI	FOB DEST
TransArmor	TransArmor - tokenization - fee is per transaction	n/a	n/a	n/a	\$0.01	TransArmor	n/a
Address Verification Service (AVS)	Address Verification Service (AVS) - fee is per transaction	n/a	n/a	n/a	waived	Address Verification Service (AVS) Fee	n/a
PCI Compliance Program Fee	PCI Compliance Program Fee - charged per Merchant Id (MID) per year, waived for Level 1 and 2 Merchants	n/a	n/a	n/a	\$99.00	PCI Compliance Program Fee	n/a
PCI Non-Compliance Fee	PCI Non-Compliance Fee - charged per Merchant Id (MID) per Month, Cost for Non-Compliance with PCI; waived for PCI Level 1 and Level 2 Merchants	n/a	n/a	n/a	\$19.95	PCI Non-Compliance Fee	n/a
Smart Routing	Smart Routing for debit transactions - charged per debit transaction	n/a	n/a	n/a	\$0.003	Smart Routing	n/a

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms
No-Problem-Found (NPF) Repair / Repair Diagnostic Fee	For denied warranty Claims where the client elects to not have the unit repaired once quoted or for returned equipment that tests out as No-Problem-Found (NFP).	n/a	n/a	n/a	\$45 per unit, shipping is not included	No-Problem-Found (NPF) Repair / Repair Diagnostic Fee	Merchant Pays for shipping to First Data unless cover by ARP. Returned item shipping by Merchant unless repairs covered by ARP or manufacturer Warranty.
PCI-RAPID-COMPLY	First Data's PCI Rapid Comply simplifies the PCI DSS process. It will assist level 3 and 4 merchant to complete the components required for compliance certification, which include a Self-Assessment Questionnaire (SAQ). Applicable to PCI level 3 and 4 merchants.	n/a	n/a	n/a	Waived for Commonwealth agencies, available to COSTARS participants via the TransArmor bundle	PCI-RAPID-COMPLY	n/a
Debit Key Injection (per injection)					\$15		
ACI P2PE Key					\$15		
TransArmor Encryption Key Injection (per injection)					\$39		
Application Load (per load)					\$10		
EVM Application Load					\$10		
Shipping TERMS					FOB Destination		
OTHER PRODUCTS							
SECURITY		Unit base			Fee		
TransArmor		per transaction			\$0.01		

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms
NETWORK MANAGEMENT		Unit base			Fee		
Smart Routing		per debit transaction			\$0.003		
Telecheck - Hardware Related Fee							
Terminal Application Update Fee - per terminal when a terminal application update is made available for additional features, different information or regulatory compliance.					Waived		
Additional Products and Services		Unit base					
DataFile Manager (DFM) Setup Fee	Raw Data and report wizard. A contract product addendum will be required to order this.	one time set up fee			\$3,125		
DataFile Manager (DFM) per User per Month fee	DFM user fee charged monthly	per month			\$165		
Legacy Data Conversion - any Token to TransArmor Tokens	Bulk conversion of old tokens to new Trans Armor tokens. Cost is per token submitted for conversion.	per token converted			0.05		

OFFLINE BAFO COST SUBMITTAL

Addendum Required		
FDMS POS Lease Agreement Standalone (when leasing or renting)		
FDMS POS Lease Agreement Standalone (when leasing or renting)		
n/a		
FDMS POS Lease Agreement Standalone (when leasing or renting)		
FDMS POS Lease Agreement Standalone (when leasing or renting)		
n/a		
n/a		
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum		
FDMS POS Lease Agreement Standalone (when leasing or renting)		
FDMS POS Lease Agreement Standalone (when leasing or renting)		
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum		

OFFLINE BAFO COST SUBMITTAL

Addendum Required		
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum		
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum		
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum		

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Addendum Required		
n/a		
n/a		
n/a		
n/a		
n/a		
n/a		
n/a		
n/a		
FDMS POS Lease Agreement Standalone (when leasing or renting)		
n/a		
n/a		
n/a		
n/a		
n/a		
n/a		
n/a		
TransArmor Addendum or TransArmor bundle		
n/a		
n/a		
n/a		
n/a		

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Addendum Required		
n/a		
TransArmor Bundle for COSTARS participants. First Data Relational Manager will generate userids for Commonwealth agencies that are level 3 or 4 merchants that wish to use the service. http://www.pcirapidcomply.com		

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. Shipping terms are FOB Destination.					
CLOVER EQUIPMENT					
Manufacturer Warranty is 1 year. All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.					
Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
Clover GO	CLOVERGO RP350X, CHIP & SIG. READER EMV	\$33.96	MIS-CLOVERGO350	FOB DEST	Clover Go with Reader
Clover Mini WIFI/3G	CLOVER MINI YJ3 DISPLAY ASSY, 1YJ3UZZ0004 (WI-FI / 3G) (US)	\$529.00	N-FDMINIJ33G	FOB DEST	Clover Addendum
Clover Mini WIFI	CLOVER MINI YJ3 DISPLAY ASSY, 1YJ3UZZ0001 (WI-FI) (US)	\$410.00	N-FDMINIJ3WF	FOB DEST	Clover Addendum
Clover Mini WIFI w/Insurance	CLOVER MINI YJ3 DISPLAY ASSY, 1YJ3UZZ0001 (WI-FI) (US)	\$509.00	N-FDMINIJ3WF	FOB DEST	Clover Addendum
Clover Mini PIN Shield	CLOVER MINI PIN SHIELD EAYJ3008010 (US)	\$5.91	MIS-EAYJ3008010	FOB DEST	n/a
Clover Mini ADA Pad	CLOVER MINI ADA PAD (EAYJ3009010) (US)	\$10.04	MIS-YJ3-ADAPAD	FOB DEST	n/a
Clover Station N-FDTABYJ1	CLOVER STATION YJ1 DISPLAY ASSY, 1YJ1BZZ0001 (WIRELESS VERSION)	\$735.00	N-FDTABYJ1	FOB DEST	Clover Addendum
Clover Station N-FD-40	PINPAD FD40 (NON-CONTACTLESS) 8006L2-3CR USB/PCI 3.1/EMV2/US(ROHS) (001995064)	\$129.35	N-FD-40	FOB DEST	Clover Addendum
Clover Station N-FD-40-CTLS	PINPAD FD40, 001990064, USB/PCI.1/EMV2/NFC/US(ROHS)	\$129.35	N-FD-40-CTLS	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Cash Drawer Bundel	Clover Station 2018 w/ Accessory Kit & Cash DrawerN-FDTABYJ5A-KIT + N-FDCDWYJ1	\$999.00	N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-FDCDWYJ1	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Basic Printer & Cash Drawer Bundel	Clover Station 2018 w/ Accessory Kit & Basic Printer (Acorn non contactless P500) & Cash Drawer N-FDTABYJ5 + N-DTABYJ5A-KIT + N-YJ5500BASIC + N	\$1,100.00	N-FDTABYJ5 + N-DTABYJ5A-KIT + N-YJ5500BASIC + N	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Printer w/ NFC & Cash Drawer Bundel	Clover Station 2018 w/ Accessory Kit & Printer w/ NFC & Customer Display (Oak P550) & Cash Drawer N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ5550NFCDISP + N-FDCDWYJ1	\$1,200.00	N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ5550NFCDISP + N-FDCDWYJ1	FOB DEST	Clover Addendum
Clover Station 2018 w/ Accessory Kit & Basic Printer & Cash Drawer & Clover Mini WIFI Bundel	Clover Station 2018 w/ Accessory Kit & Basic Printer (Acorn P500) & Cash Drawer & Clover Mini WIFI N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ5500BASIC + N-FDCDWYJ1 + N-FDMINIJ3WF	\$1,600.00	N-FDTABYJ5 + N-FDTABYJ5A-KIT + N-YJ5500BASIC + N-FDCDWYJ1 + N-FDMINIJ3WF	FOB DEST	Clover Addendum
Clover Station Bar Code Scanner (Motorola)	CLOVER BAR CODE SCANNER KIT-BLK (MOTOROLA), W/CBL., STAND LJ2208-7U21SG-10, PLUG AND PLAY	\$128.80	N-LJ2208-PPSW	FOB DEST	n/a
Clover Station Scale (CAS Corp).	CAS CORP, SW-RS(20LB) WEIGHT SCALE RS232	\$162.07	R-FDSCLSW-20	FOB DEST	n/a
Clover Station STAR Friction Printer	SP742ME STAR FRICTION PRINTER WITH LAN 39336530 REPLACED W/MFG 39336531 (SP742ME) VERSION	\$239.66	N-SP742ML	FOB DEST	n/a
Clover Station Value Scan Barcode Scanner	VALUE SCAN II - USB, BLACK, MID-RANGE CCD BARCODE SCANNER (IDBA-424MRB)	\$45.86	N-IDBA-424MRB	FOB DEST	n/a
Clover Station Scale (WGHT)	CAS, SW-RS(20LB) WGHT SCALE, RS232, SW 20 LBA	\$231.53	N-FDSCLSW-20	FOB DEST	n/a
Clover Station Cash Drawer	CASH DRAWER YJ1(FAYJ1006010,REV3A)	\$50.00	N-FDCDWYJ1	FOB DEST	n/a
1 ROLL PAPER 3 1-PLY	1 ROLL PAPER 3 1-PLY	\$0.40	1P31	FOB DEST	n/a
1 ROLL PAPER THERMAL (T77)	1 ROLL PAPER THERMAL (T77)	\$1.02	1PT77TH	FOB DEST	n/a
Clover Ribbon Kit	KIT, RIBBON, RC700BR, SP700 PRINTER, 1.5 MILL BLACK/750K 30980720	\$2.36	1RSP742ML	FOB DEST	n/a
Clover Cable YJ1	CABLE - CLOVER YJ1 CABLE ASSY PACK SP, 1HYGZZZ0714	\$10.04	CBL-YJ1CBL-PK	FOB DEST	n/a
Clover EE12 Decal	EE12 (TP) DECAL, QUEST (DEBIT)	\$0.44	DEC-QUEST	FOB DEST	n/a
Clover EE3 Decal	EE3 (TP) DECAL, ECA DECAL AZ,CA,WA DC,IL,MA,ME, MO, NC, NH, NV, OK, RI,VT,WL,WV	\$0.41	DEC-TML187	FOB DEST	n/a
Clover EBT Decal Kit	EBT KIT SEE STATE FOR DECAL	\$2.41	KIT-EBTD	FOB DEST	n/a
Clover Cleaning Cloth	ASUS CHAMOIS MICROFIBER CLEANING CLOTH (6"X5") COLOR=GREY	\$0.89	MIS-ASUS-TODDY	FOB DEST	n/a
Clover Mobile Docking Station	CLOVER MOBILE DOCKING STATION - YJ2 DOCKING PLASTIC BASE SO (EAYJ2009.3A)	\$15.04	MIS-1HYNZZ003T	FOB DEST	n/a
Clover Cash Drawer Locking Lid	LOCKING LID CASH DRAWER METAL (FAYJ1009.3A) US	\$8.04	MIS-YJ1CDW-LID	FOB DEST	n/a
Clover 5 Coin Tray	5 COIN TRAY CASH DRAWER YJ1 (FAYJ1008010) - US	\$16.04	MIS-YJ1CDW-TRAY	FOB DEST	n/a
Clover Merchant KeyPAD	CLOVER MERCHANT KEY PAD (AEYJ3000010) (US)	\$35.04	MIS-YJ3-KEYPAD	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
Clover Yj1 Power Cord (US)	CLOVER YJ1 ADP 24V 120W + POWER CORD (US) SP, 1AC0ZZZ012T	\$26.04	PWR-YJ1PWR-PK	FOB DEST	n/a
Clover Mobile Power Cord (US)	MOBILE TABLET YJ2 ADP 5.4V 2A + POWER CORD (US) SP, (AG05420B000 + DD0YJ2TH000)	\$0.04	PWR-YJ2PWR-PK	FOB DEST	n/a
Clover Y13 Adaptor Cord (US)	YJ3 POWER ADAPTER + CORD (US), (AG12033B002 + DM333101417) (US POWER ADAPTER + CABLE)	\$24.27	PWR-YJ3PWR-PK	FOB DEST	n/a
Clover FLY-RSASEC-CLVR	SECURITY AND COMPLAINE FLYER – CLOVER STATION	\$0.50	FLY-RSASEC-CLVR	FOB DEST	n/a
Clover HKIT-GENRC-CLVR	HKIT GENERIC CLOVER STATION	\$3.80	HKIT-GENRC-CLVR	FOB DEST	n/a
Clover KIT-SDCS-COMBO	1 PACK OF 10 EA SD-59083M AND CS-69083M	\$0.04	KIT-SDCS-COMBO	FOB DEST	n/a
Clover LBL-BAJV-BOXLBL	BAJV BOX LABEL	\$0.08	LBL-BAJV-BOXLBL	FOB DEST	n/a
Clover B1 PAPER-PRTPAK	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mini	\$0.49	PAPER-PRTPAK	FOB DEST	n/a
Clover B1 PAPER-PPRTPAK case	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mini 72 rolls	\$30.00	72PPRTPAK	FOB DEST	n/a
Clover GO Bundle	350 Model	\$39.99	MIS-CLOVERGO350	FOB DEST	n/a
Clover GO Contactless bundle - reader+ stand	457cModel - Clover GO Contactless bundle - reader+ stand	\$119.99	MIS-FDCLVRGONFC STCK-457CSTAND	FOB ORIGIN	n/a
Clover GO bluetooth/NFC Bundle	457cModel - Clover GO bluetooth/NFC Bundle	\$99.99	MIS-FDCLVRGONFC	FOB ORIGIN	n/a
Clover GO Monthly Fee	Clover GO Monthly Fee	\$4.95	Clover GO Monthly Fee	N/A	n/a
Clover Flex	Clover Flex	\$629.00	N-FDTABYMJ4BZ	FOB ORIGIN	n/a
Clover Flex data plan	Clover Flex data plan -Wireless fee \$15/month (up to one Gigabyte of data) with 1st month free. Overage charges (will only affect a small number of merchants) of \$15 per Gigabyte over 1.	\$15/month per 1GB used	Clover Flex data plan	N/A	n/a
Register Software	Register software for the Flex, Mini, Mobile (supports inventory tracking)	\$9.95 per month	Register Software		
Register Lite software	Register Lite for the Flex, Mini, Mobile	\$9.95 per month	Register Lite Software		
Register Software	Software for Clover Station	\$29.95	Register Software		
Clover Station Developer Kit	Clover Station Developer Kit	\$495.00	N-FDTABYJ1	FOB DEST	n/a
Clover Mini Developer Kit	Clover Mini Developer Kit	\$355.00	N-FDMINIJ3WF	FOB DEST	n/a
Clover GO test reader	Clover GO Developer Kit 450	\$95.00	MIS-CLVGO457TST	FOB DEST	n/a
Clover GO test reader	Clover GO Developer Kit 350	\$95.00	MIS-ROAMRP350X	FOB DEST	n/a
Clover Flex Developer Kit	Clover Flex Developer Kit	\$275.00	N-FDTABYMJ4BZ	FOB DEST	n/a
Clover Imager	MOTOROLA, DS9208, 1D/2D IMAGER, USB KIT, INCLUDES RANGE SCANNER,7FT STRAIGHT USB CABLE, BLK (HANDS FREE/STANDALONE) (DS9208-SR433U21Z)	\$193.01	N-CLOVER-DS9208	FOB DEST	n/a
MIS-KEY-001	KEY, CLOVER CASH DRAWER KEY 001	\$3.04	MIS-KEY-001	FOB DEST	n/a
MIS-KEY-002	KEY, CLOVER CASH DRAWER KEY 002	\$3.04	MIS-KEY-002	FOB DEST	n/a
MIS-KEY-003	KEY, CLOVER CASH DRAWER KEY 003	\$3.04	MIS-KEY-003	FOB DEST	n/a
MIS-KEY-004	KEY, CLOVER CASH DRAWER KEY 004	\$3.04	MIS-KEY-004	FOB DEST	n/a
MIS-KEY-005	KEY, CLOVER CASH DRAWER KEY 005	\$3.04	MIS-KEY-005	FOB DEST	n/a
MIS-KEY-006	KEY, CLOVER CASH DRAWER KEY 006	\$3.04	MIS-KEY-006	FOB DEST	n/a
MIS-KEY-007	KEY, CLOVER CASH DRAWER KEY 007	\$3.04	MIS-KEY-007	FOB DEST	n/a
MIS-KEY-008	KEY, CLOVER CASH DRAWER KEY 008	\$3.04	MIS-KEY-008	FOB DEST	n/a
MIS-KEY-009	KEY, CLOVER CASH DRAWER KEY 009	\$3.04	MIS-KEY-009	FOB DEST	n/a
MIS-KEY-010	KEY, CLOVER CASH DRAWER KEY 010	\$3.04	MIS-KEY-010	FOB DEST	n/a
MIS-KEY-011	KEY, CLOVER CASH DRAWER KEY 011	\$3.04	MIS-KEY-011	FOB DEST	n/a
MIS-KEY-012	KEY, CLOVER CASH DRAWER KEY 012	\$3.04	MIS-KEY-012	FOB DEST	n/a
MIS-KEY-013	KEY, CLOVER CASH DRAWER KEY 013	\$3.04	MIS-KEY-013	FOB DEST	n/a
MIS-KEY-014	KEY, CLOVER CASH DRAWER KEY 014	\$3.04	MIS-KEY-014	FOB DEST	n/a
MIS-KEY-015	KEY, CLOVER CASH DRAWER KEY 015	\$3.04	MIS-KEY-015	FOB DEST	n/a
MIS-KEY-016	KEY, CLOVER CASH DRAWER KEY 016	\$3.04	MIS-KEY-016	FOB DEST	n/a
MIS-KEY-017	KEY, CLOVER CASH DRAWER KEY 017	\$3.04	MIS-KEY-017	FOB DEST	n/a
MIS-KEY-018	KEY, CLOVER CASH DRAWER KEY 018	\$3.04	MIS-KEY-018	FOB DEST	n/a
MIS-KEY-019	KEY, CLOVER CASH DRAWER KEY 019	\$3.04	MIS-KEY-019	FOB DEST	n/a
MIS-KEY-020	KEY, CLOVER CASH DRAWER KEY 020	\$3.04	MIS-KEY-020	FOB DEST	n/a
MIS-KEY-021	KEY, CLOVER CASH DRAWER KEY 021	\$3.04	MIS-KEY-021	FOB DEST	n/a
MIS-KEY-022	KEY, CLOVER CASH DRAWER KEY 022	\$3.04	MIS-KEY-022	FOB DEST	n/a
MIS-KEY-023	KEY, CLOVER CASH DRAWER KEY 023	\$3.04	MIS-KEY-023	FOB DEST	n/a
MIS-KEY-024	KEY, CLOVER CASH DRAWER KEY 024	\$3.04	MIS-KEY-024	FOB DEST	n/a
MIS-KEY-025	KEY, CLOVER CASH DRAWER KEY 025	\$3.04	MIS-KEY-025	FOB DEST	n/a
MIS-KEY-026	KEY, CLOVER CASH DRAWER KEY 026	\$3.04	MIS-KEY-026	FOB DEST	n/a

Name	Description	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-155	KEY, CLOVER CASH DRAWER KEY 155	\$3.04	MIS-KEY-155	FOB DEST	n/a
MIS-KEY-156	KEY, CLOVER CASH DRAWER KEY 156	\$3.04	MIS-KEY-156	FOB DEST	n/a
MIS-KEY-157	KEY, CLOVER CASH DRAWER KEY 157	\$3.04	MIS-KEY-157	FOB DEST	n/a
MIS-KEY-158	KEY, CLOVER CASH DRAWER KEY 158	\$3.04	MIS-KEY-158	FOB DEST	n/a
MIS-KEY-159	KEY, CLOVER CASH DRAWER KEY 159	\$3.04	MIS-KEY-159	FOB DEST	n/a
MIS-KEY-160	KEY, CLOVER CASH DRAWER KEY 160	\$3.04	MIS-KEY-160	FOB DEST	n/a
MIS-KEY-161	KEY, CLOVER CASH DRAWER KEY 161	\$3.04	MIS-KEY-161	FOB DEST	n/a
MIS-KEY-162	KEY, CLOVER CASH DRAWER KEY 162	\$3.04	MIS-KEY-162	FOB DEST	n/a
MIS-KEY-163	KEY, CLOVER CASH DRAWER KEY 163	\$3.04	MIS-KEY-163	FOB DEST	n/a
MIS-KEY-164	KEY, CLOVER CASH DRAWER KEY 164	\$3.04	MIS-KEY-164	FOB DEST	n/a
MIS-KEY-165	KEY, CLOVER CASH DRAWER KEY 165	\$3.04	MIS-KEY-165	FOB DEST	n/a
MIS-KEY-166	KEY, CLOVER CASH DRAWER KEY 166	\$3.04	MIS-KEY-166	FOB DEST	n/a
MIS-KEY-167	KEY, CLOVER CASH DRAWER KEY 167	\$3.04	MIS-KEY-167	FOB DEST	n/a
MIS-KEY-168	KEY, CLOVER CASH DRAWER KEY 168	\$3.04	MIS-KEY-168	FOB DEST	n/a
MIS-KEY-169	KEY, CLOVER CASH DRAWER KEY 169	\$3.04	MIS-KEY-169	FOB DEST	n/a
MIS-KEY-170	KEY, CLOVER CASH DRAWER KEY 170	\$3.04	MIS-KEY-170	FOB DEST	n/a
MIS-KEY-171	KEY, CLOVER CASH DRAWER KEY 171	\$3.04	MIS-KEY-171	FOB DEST	n/a
MIS-KEY-172	KEY, CLOVER CASH DRAWER KEY 172	\$3.04	MIS-KEY-172	FOB DEST	n/a
MIS-KEY-173	KEY, CLOVER CASH DRAWER KEY 173	\$3.04	MIS-KEY-173	FOB DEST	n/a
MIS-KEY-174	KEY, CLOVER CASH DRAWER KEY 174	\$3.04	MIS-KEY-174	FOB DEST	n/a
MIS-KEY-175	KEY, CLOVER CASH DRAWER KEY 175	\$3.04	MIS-KEY-175	FOB DEST	n/a
MIS-KEY-176	KEY, CLOVER CASH DRAWER KEY 176	\$3.04	MIS-KEY-176	FOB DEST	n/a
MIS-KEY-177	KEY, CLOVER CASH DRAWER KEY 177	\$3.04	MIS-KEY-177	FOB DEST	n/a
MIS-KEY-178	KEY, CLOVER CASH DRAWER KEY 178	\$3.04	MIS-KEY-178	FOB DEST	n/a
MIS-KEY-179	KEY, CLOVER CASH DRAWER KEY 179	\$3.04	MIS-KEY-179	FOB DEST	n/a
MIS-KEY-180	KEY, CLOVER CASH DRAWER KEY 180	\$3.04	MIS-KEY-180	FOB DEST	n/a
MIS-KEY-181	KEY, CLOVER CASH DRAWER KEY 181	\$3.04	MIS-KEY-181	FOB DEST	n/a
MIS-KEY-182	KEY, CLOVER CASH DRAWER KEY 182	\$3.04	MIS-KEY-182	FOB DEST	n/a
MIS-KEY-183	KEY, CLOVER CASH DRAWER KEY 183	\$3.04	MIS-KEY-183	FOB DEST	n/a
MIS-KEY-184	KEY, CLOVER CASH DRAWER KEY 184	\$3.04	MIS-KEY-184	FOB DEST	n/a
MIS-KEY-185	KEY, CLOVER CASH DRAWER KEY 185	\$3.04	MIS-KEY-185	FOB DEST	n/a
MIS-KEY-186	KEY, CLOVER CASH DRAWER KEY 186	\$3.04	MIS-KEY-186	FOB DEST	n/a
MIS-KEY-187	KEY, CLOVER CASH DRAWER KEY 187	\$3.04	MIS-KEY-187	FOB DEST	n/a
MIS-KEY-188	KEY, CLOVER CASH DRAWER KEY 188	\$3.04	MIS-KEY-188	FOB DEST	n/a
MIS-KEY-189	KEY, CLOVER CASH DRAWER KEY 189	\$3.04	MIS-KEY-189	FOB DEST	n/a
MIS-KEY-190	KEY, CLOVER CASH DRAWER KEY 190	\$3.04	MIS-KEY-190	FOB DEST	n/a
MIS-KEY-191	KEY, CLOVER CASH DRAWER KEY 191	\$3.04	MIS-KEY-191	FOB DEST	n/a
MIS-KEY-192	KEY, CLOVER CASH DRAWER KEY 192	\$3.04	MIS-KEY-192	FOB DEST	n/a
MIS-KEY-193	KEY, CLOVER CASH DRAWER KEY 193	\$3.04	MIS-KEY-193	FOB DEST	n/a
MIS-KEY-194	KEY, CLOVER CASH DRAWER KEY 194	\$3.04	MIS-KEY-194	FOB DEST	n/a
MIS-KEY-195	KEY, CLOVER CASH DRAWER KEY 195	\$3.04	MIS-KEY-195	FOB DEST	n/a
MIS-KEY-196	KEY, CLOVER CASH DRAWER KEY 196	\$3.04	MIS-KEY-196	FOB DEST	n/a
MIS-KEY-197	KEY, CLOVER CASH DRAWER KEY 197	\$3.04	MIS-KEY-197	FOB DEST	n/a
MIS-KEY-198	KEY, CLOVER CASH DRAWER KEY 198	\$3.04	MIS-KEY-198	FOB DEST	n/a
MIS-KEY-199	KEY, CLOVER CASH DRAWER KEY 199	\$3.04	MIS-KEY-199	FOB DEST	n/a
MIS-KEY-200	KEY, CLOVER CASH DRAWER KEY 200	\$3.04	MIS-KEY-200	FOB DEST	n/a
MIS-KEY-A001	KEY, CLOVER CASH DRAWER KEY A001	\$2.71	MIS-KEY-A001	FOB DEST	n/a
MIS-KEY-A002	KEY, CLOVER CASH DRAWER KEY A002	\$2.71	MIS-KEY-A002	FOB DEST	n/a
MIS-KEY-A003	KEY, CLOVER CASH DRAWER KEY A003	\$2.71	MIS-KEY-A003	FOB DEST	n/a
MIS-KEY-A004	KEY, CLOVER CASH DRAWER KEY A004	\$2.71	MIS-KEY-A004	FOB DEST	n/a
MIS-KEY-A005	KEY, CLOVER CASH DRAWER KEY A005	\$2.44	MIS-KEY-A005	FOB DEST	n/a
MIS-KEY-A006	KEY, CLOVER CASH DRAWER KEY A006	\$2.71	MIS-KEY-A006	FOB DEST	n/a
MIS-KEY-A007	KEY, CLOVER CASH DRAWER KEY A007	\$2.71	MIS-KEY-A007	FOB DEST	n/a
MIS-KEY-A008	KEY, CLOVER CASH DRAWER KEY A008	\$2.71	MIS-KEY-A008	FOB DEST	n/a
MIS-KEY-A009	KEY, CLOVER CASH DRAWER KEY A009	\$2.71	MIS-KEY-A009	FOB DEST	n/a
MIS-KEY-A010	KEY, CLOVER CASH DRAWER KEY A010	\$2.71	MIS-KEY-A010	FOB DEST	n/a
MIS-KEY-A011	KEY, CLOVER CASH DRAWER KEY A011	\$2.71	MIS-KEY-A011	FOB DEST	n/a
MIS-KEY-A012	KEY, CLOVER CASH DRAWER KEY A012	\$2.71	MIS-KEY-A012	FOB DEST	n/a
MIS-KEY-A013	KEY, CLOVER CASH DRAWER KEY A013	\$2.71	MIS-KEY-A013	FOB DEST	n/a
MIS-KEY-A014	KEY, CLOVER CASH DRAWER KEY A014	\$2.71	MIS-KEY-A014	FOB DEST	n/a
MIS-KEY-A015	KEY, CLOVER CASH DRAWER KEY A015	\$2.71	MIS-KEY-A015	FOB DEST	n/a
MIS-KEY-A016	KEY, CLOVER CASH DRAWER KEY A016	\$2.71	MIS-KEY-A016	FOB DEST	n/a
MIS-KEY-A017	KEY, CLOVER CASH DRAWER KEY A017	\$2.71	MIS-KEY-A017	FOB DEST	n/a
MIS-KEY-A018	KEY, CLOVER CASH DRAWER KEY A018	\$2.71	MIS-KEY-A018	FOB DEST	n/a

**AMENDMENT NUMBER 3
TO
CONTRACT NO. 4400016084**

This Amendment No. 3 is made and agreed to by and between First Data Merchant Services, LLC (“Contractor”) and the Commonwealth of Pennsylvania, acting through the Department of General Services (DGS).

The CardConnect Gateway and Cardsecure Services provided, transactions processed and other matters contemplated under this Amendment Number 3 are subject to the RFP and the MPA, as applicable, except to the extent the terms of this Amendment directly conflict with another provision of the RFP or the MPA, in which case the order of precedence shall be: the Final Negotiated Terms and Conditions, Parts I-IV of the RFP, the Card Organization Rules, Amendment Numbers 1 through 3, and the MPA Terms & Conditions.

WHEREAS, the Contractor and DGS entered into a contract, identified as SRM No. 4400016084 (the “Contract”), for the provision of electronic payment processing services beginning with contract execution and ending October 31, 2021;

WHEREAS, the Contractor has agreed to provide CardConnect Gateway and Cardsecure services to the Commonwealth of Pennsylvania;

WHEREAS, the Commonwealth desires to have the ability to utilize CardConnect Gateway and Cardsecure services, which are described below and are not currently listed in the Contract.

NOW THEREFORE, for valuable mutual consideration and intending to be legally bound hereby, the parties agree as follows:

1. **CardConnect Gateway and CardSecure Services.** As an additional service, First Data Merchant Services, will provide the Commonwealth with a payment administration and security solution.
 - (1) The CardConnect Gateway is a payment processing gateway that is able to manage AVS/CVV card data, BIN recognition, dynamic descriptors, recurring billing and other transactions, as well as support Visa, MasterCard, Discover, American Express, ACH, PIN and PINless debit, and other card or form factor types; and
 - (2) The Cardsecure service is a point-to-point encryption (P2PE) solution for card-present and card-not-present transactions that generates tokens (merchant specific and capable of supporting recurring billing) and encrypts card data in connection with payment processing.
2. **Payment for CardConnect Gateway and CardSecure Services.** The Commonwealth will pay for all fees associated with this service as set forth in the updated Final Negotiated Cost Submittal attached to this Amendment No. 3 as **Exhibit A** and as set forth in Schedule A-2. Schedule A-2 is attached hereto and incorporated into this Amendment No. 3.
3. **Service Levels.** The Service Level Agreements (SLA’s) of Appendix J – Final Negotiated Service Level Agreements of the Contract will not apply to the CardConnect Gateway and Cardsecure Services. Contractor will perform the CardConnect Services in accordance with the service levels in Schedule C, CardConnect Service Level Agreements, which is attached hereto and incorporated into this Amendment Number 3. The remedies for failing to satisfy the service levels are the liquidated damages

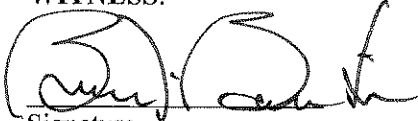
in Schedule C, and those liquidated damages are the exclusive remedies available to Commonwealth for Contractor's failure to satisfy the applicable service levels.

4. The fully-executed Amendment No. 3 to the Contract shall not contain "ink" signatures by the Commonwealth. After signature by the Contractor on this document, the Amendment will be submitted for required Commonwealth approvals through the Commonwealth's SRM system. Amendment No. 3 will be effective following the final Commonwealth approval.
5. Except as amended by this Contract Amendment Number 3, all other terms and conditions of the Contract shall remain as originally written. In the event of any conflict between this Amendment Number 3 and the MPA, the terms of this Amendment Number 3 shall govern with respect to the CardConnect Gateway and Cardsecure Services.

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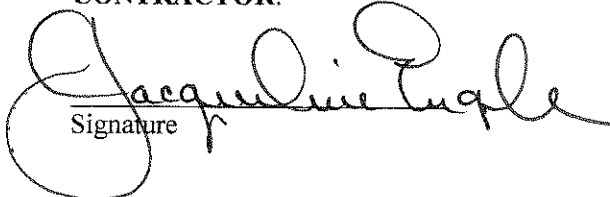
IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 3 to the Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, paragraph 12 Signatures.

WITNESS:


Signature

Bonnie Bausmith 06.07.2018
Printed Name/Date

CONTRACTOR:


Signature

Jacqueline Engle, Vice President, 06.07.2018
Printed Name/Title/Date


Federal Identification Number

**Commonwealth of Pennsylvania
Department of General Services**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:**

To be obtained electronically
Comptroller Date

**SCHEDULE C
CARDCONNECT SERVICE LEVEL AGREEMENTS**

Performance Metric	Performance Target	Service Level Description	Calculation	Frequency of Review	Liquidated Damages	Unit of Measure
Gateway availability for each month measured for all merchants, not a specific merchant.	99.90%	The Card Connect Gateway will be available for processing transactions, 24 hours per day, 7 days per week, excluding downtime during scheduled system maintenance or Customer-caused and/or third party-caused incidents and non-First Data caused issues, for 99.9% of the minutes in the month.	Average number of transactions processed in the same prior year period as the outage period given the day and time of the outage times the transaction fee for the Service. fee.	Monthly	When not part of a planned or unplanned outage, the penalty shall equal the transaction processing fee typically charged during the outage period beyond the performance target. For example, 99.90% means only 43 minutes and 9 seconds of outage are permitted without penalty during the month. The liquidated damages would be the typical fees charged during the outage period beyond the 43 minutes and 9 seconds.	Per Occurrence

**SCHEDULE A-2
CARDCONNECT SERVICES FEES**

**Card Connect
gateway fees**

Tiered pricing based on annual credit card processing volume through Card Connect

Gateway only, Tokenization is mandatory

Min number of transactions	Maximum number of transactions	Card Gateway Fee	Token Fee
0	25000	0.085	0.05
25001	50000	0.075	0.05
50001	100000	0.065	0.05
100001	250000	0.055	0.05
250001	500000	0.045	0.05
500001	1000000	0.045	0.05
1000001	3000000	0.045	0.05
3000001	+	0.035	0.05

Integration to ERP Systems

ERP system integration is charged a subscription fee as opposed to a per transaction fee . Tiers are based on merchant's monthly processing volume through Card Connect

Tier	Monthly Processing Volume (\$)	Subscription fee Cost (\$)
1	0 – 2,499,999	4,500
2	2,500,000 – 4,999,999	5,250
3	5,000,000 – 7,499,999	6,500
4	7,500,000 – 9,999,999	8,250
5	10,000,000+	9,500

Hardware

Hardware*	Purchase Cost	Shipping
iPP 320	\$310	FOB
iPP 350	\$360	FOB
iSC Touch 250	\$500	FOB
iCT 220	\$170	FOB
iCT 250	\$220	FOB

**SCHEDULE A-2
CARDCONNECT SERVICES FEES**

Professional services*	Hourly rate
Card Connect Training (train the trainer)	\$165 per hour
Card Connect Project Management	\$175 per hour
Card Connect Implementation	\$185 per hour
Card Connect Programming Services	\$200 per hour

* Professional Services are time and materials (T&M) and will be quoted on a project by project basis via a mutually agreed to Statement of Work (SOW).

*Hourly rates do not include travel and expenses which are negotiated per SOW.



FULLY EXECUTED - CHANGE 3
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 05/08/2018
Valid From: 11/01/2016 To: 10/31/2021

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Walters Corinna
Phone: 717-346-7097
Fax: 717-346-3820

Your SAP Vendor Number with us: 511216

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Supplier Phone Number: 954-845-5022

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 3
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 05/08/2018
Valid From: 11/01/2016 To: 10/31/2021

Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 2
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 02/21/2018
Valid From: 11/01/2016 To: 10/31/2021

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 511216

Purchasing Agent

Name: [Weges Michael](#)
Phone: 717-346-8112
Fax: 717-783-6241

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Supplier Phone Number: 954-845-5022

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 2
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 02/21/2018
Valid From: 11/01/2016 To: 10/31/2021

Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:

AMENDMENT NUMBER 2

TO

CONTRACT NO. 4400016084

This Amendment No. 2 to Contract Number 4400016084 (“Contract”) is by and between First Data Merchant Services, LLC (“Contractor”) and the Commonwealth of Pennsylvania, acting through the Department of General Services (“DGS”).

WHEREAS, the Contractor and DGS entered into a contract, identified as SRM No. 4400016084 (the “Contract”), for the provision of electronic payment processing services beginning with contract execution and ending October, 31, 2021;

WHEREAS, the Commonwealth desires to amend the Contract to add pricing for a chargeback fee in the Final Negotiated Cost Submittal.

WHEREAS, the Contractor and the Commonwealth has agreed to amend the Contract to add pricing for a chargeback fee in the Final Negotiated Cost Submittal.

WHEREAS, the Commonwealth may need to provide reports evidencing Contractor’s compliance with the Payment Card Industry Data Security Standards as required by the Contract terms to the Commonwealth-wide financial statement auditors without a Non-Disclosure Agreement.

WHEREAS, the Contractor has agreed to allow the Commonwealth to provide reports evidencing Contractor’s compliance with the Payment Card Industry Data Security Standards as required by the Contract terms to the Commonwealth-wide financial statement auditors without a Non-Disclosure Agreement.

NOW THEREFORE, for valuable mutual consideration and intending to be legally bound hereby, the parties agree as follows:

1. The Final Negotiated Cost Submittal which is attached as Exhibit C to the Contract is deleted in its entirety and replaced with Exhibit A attached to this Amendment Number 2.
2. The Chargeback fee will be assessed and processed as described in Exhibit B to this Amendment Number 2.
3. First Data and the Commonwealth agree to and will do the following:

First Data agrees that the Commonwealth may provide reports evidencing compliance with the Payment Card Industry Data Security Standards as required by the Contract terms to the Commonwealth-wide financial statement auditors without a Non-Disclosure Agreement. The Commonwealth and its auditors agree to continue to protect the confidentiality of these reports.

4. Once the Contractor signs this Amendment Number 2, the Commonwealth’s Contracting Officer will enter this document into the Commonwealth’s SAP/SRM system to obtain the required Commonwealth approvals. This Amendment Number 2 will be effective following the final required Commonwealth approval.
5. Except as amended by this Amendment Number 2, all other terms and conditions of the Contract and Amendment Number 2 shall remain as originally written.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 1 to the Contract the day and year first above written. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, paragraph 12 Signatures.

WITNESS:

Julie Patel
Signature

Julie Patel 1/18/18
Printed Name/Date

CONTRACTOR:

Jacqueline Engle
Signature

Jacqueline Engle, Vice President 1.18.2018

Printed Name/Title/Date

59-2126793

Federal Identification Number

**Commonwealth of Pennsylvania
Department of General Services**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:**

To be obtained electronically
Comptroller Date

ADVANCE REPLACEMENT WARRANTY (ARP)

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.

Manufacturer Warranty is 1 year.

Note: ARP is for purchased hardware; warranty language for leased equipment is found in the Equipment Lease Agreement

Part Number	Hardware Brand	Description	ARP Program	1 Year Beyond Mfg Warranty	2 Years Beyond Mfg Warranty	3 Years Beyond Mfg Warranty	4 Years Beyond Mfg Warranty	Comments	Addendum Required Cross Reference
N-TS240-50IJE	Digital Check	DIGITAL CHECK TS240-50, ENERGYSTAR ENHANCED, WITH INK JET 153000-72	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-30-100	Epson	CAPTURE ONE 30-100, CAP1 30-100, A41A266111	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-SINGLE	Epson	EPSON CAP ONE SINGLE SCANR (1 POCKET) C130A41A266511	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-130	First Data	TERMINAL/ PP, FD130 W/MODEM/LAN/WIFI (ROHS) - US 001867064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-130-DUO	First Data	TERMINAL FD130-DUO W/MODEM/LAN/WIFI (ROHS) - US 001869064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-35-HW	First Data	PINPAD 8006L1-1C STRAIGHT USB (ROHS) 001791064	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-410	First Data	PORTABLE TERMINAL W/3G+WIFI T103P FD410_U(ROHS) 001994064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum

Part Number	Hardware Brand	Description	ARP Program	1 Year Beyond Mfg Warranty	2 Years Beyond Mfg Warranty	3 Years Beyond Mfg Warranty	4 Years Beyond Mfg Warranty	Comments	Addendum Required Cross Reference
N-MINIM3800	MagTek Inc	MINIMICR 3800 (22522003)	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-MX915-DCCTLSC	VeriFone Inc	VFI MX915 PCI 3.X, SC, TCH, ETH, SIG, CTLS, M132-409-01-R (CABLES AND POWER PACKS SOLD SEPARATELY)	Multi Lane	n/a	n/a	\$99.00	\$109.00	ARP minimum term is 3 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-MX925-509-01R	VeriFone Inc	MX925, M132-509-01-R, PCI 3.X, SC, TCH, ETH, SIG INTERNAL CTLS	Multi Lane	n/a	n/a	\$99.00	\$109.00	ARP minimum term is 3 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-VX520-CTL	VeriFone Inc	VX520 CTLS, D/C, EMV/SC PCI 3.0 M252-653-A3-NAA-3	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-VX520-DCSC3	VeriFone Inc	VX520 DIAL/ETH 128/32 MB STD KPD SCR 49MM M252-753-03-NAA-3	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
LTR-GEN-SWAP	First Data	SWAP Fee for ARP program. When Total number of Product replacements for all Client installations utilizing the ARP Program exceeds 10% of the total number of units installed in all Client locations on an annual basis.	n/a	waived	waived	waived	waived		TASQ Advanced Replacement Plan (ARP) Addendum



FULLY EXECUTED - CHANGE 1
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 03/10/2017
Valid From: 11/01/2016 To: 10/31/2021

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: **Weges Michael**
Phone: 717-346-8112
Fax: 717-346-3820

Your SAP Vendor Number with us: 511216

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Supplier Phone Number: 954-845-5022

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 1
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Contract Change Date: 03/10/2017
Valid From: 11/01/2016 To: 10/31/2021

Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

cost sheet updated to reflect new products. updated price sheet can be found in Records management and on www.emarketplace.state.pa.us 3/10/2017

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:

**AMENDMENT NUMBER 1
TO
CONTRACT NO. 4400016084**

This Amendment No. 1 is made and agreed to by and between First Data Merchant Services, LLC (“Contractor”) and the Commonwealth of Pennsylvania, acting through the Department of General Services (DGS).

WHEREAS, the Contractor and DGS entered into a contract, identified as SRM No. 4400016084 (the “Contract”), for the provision of electronic payment processing services beginning with contract execution and ending October 31, 2021;

WHEREAS, the Contractor has agreed to provide PayPoint Services using PayPoint Gateway to the Commonwealth of Pennsylvania; and

WHEREAS, the Commonwealth desires to have the ability to utilize PayPoint Services using PayPoint Gateway, a payment administration solution that is not currently part of the Contract.

NOW THEREFORE, for valuable mutual consideration and intending to be legally bound hereby, the parties agree as follows:

- 1. PayPoint Services.** Contractor agrees to provide to the Commonwealth, as an additional Service, through one or more of its affiliates or other subcontractors, a payment administration solution that will allow Commonwealth to manage payment and payment transaction data (“PayPoint Services”) using an internet based gateway (“PayPoint Gateway”) described herein.
 - (a) The PayPoint Services will enable Commonwealth to submit Payments (defined below) initiated by their consumers (“Consumers”) to Contractor using the following payment channels: web based applications, interactive voice response (“IVR”), customer representative assisted calls, point-of-sale devices, payment kiosk or Consumer walk-in. The PayPoint Services will enable Commonwealth to: (i) consolidate payment output files utilizing the PayPoint posting file(s); (ii) review payment reporting; (iii) perform detailed payment research related to status, date tracking, time tracking and successful or negative payment results; (iv) review payment authorization and return processing information; (v) perform payment void and refund processing; (vi) track payment chargeback and settlement activity; (vii) apply notes to specific payments or transactions; (viii) process ad hoc payments; (ix) access and manage multiple individual Consumer accounts; and (x) add certain personalization (Commonwealth specific logo, color theme and/or text) to the Consumer Payment solution (if applicable).
 - (b) The PayPoint Services will support multiple payment types, including Card payments, electronic check (“eCheck”) payments and Automated Clearing House (“ACH”) payments (collectively, “Payments”). The PayPoint Services will support Card Payments initiated by Consumers and processed using American Express Card, Discover Card, MasterCard Card, or VISA Card as well as other Card Payments that Contractor identifies from time-to-time. The PayPoint Services will support eCheck Payments initiated by Consumers and submitted by Commonwealth for processing by Contractor using the ACH system. The PayPoint Services supports the following ACH Payment entry classes: TEL, WEB, CCD and PPD, as defined by the National Automated Clearing House Association (“NACHA”) Operating Rules and Guidelines (collectively, the “Rules”). **To accept eCheck payments using TeleCheck premium services, including Verification, the Commonwealth must have a separate agreement with TeleCheck. To accept debit card or credit card payments, the Commonwealth must have a separate merchant agreement that includes card processing.**
 - (c) Contractor will fully host the PayPoint Services. In addition, if selected by Commonwealth, the PayPoint Solution will provide Commonwealth with a front-end solution (“Consumer Payments”) that includes a ready-made website and/or IVR that can be personalized and a toolkit for Commonwealth to manage the

web-site personalization, branding the consumer payments site with Commonwealth's trademark and logo provided by Commonwealth. Commonwealth shall integrate to the PayPoint Solution via (i) real time integration of Commonwealth front end website with the PayPoint application programming interface; (ii) xml batch integration; or (iii) the Consumer Payments solution.

- (d) Commonwealth will submit Payments initiated by Consumers using the PayPoint Services and Contractor's System. Commonwealth will provide all transaction data, personal information, related information and instructions (collectively "Payment Data") necessary for Contractor to perform the Services. Commonwealth assumes all responsibilities and liabilities under the NACHA and Card Association Rules for Payments it submits for processing; and will assume all liability for the amount of any eCheck Payments that are returned through the ACH System. Commonwealth shall be fully responsible and liable to Contractor for all returned ACH payments. If Commonwealth assesses and collects convenience fees, Commonwealth shall be solely responsible for complying with the card association and NACHA rules related to convenience fees. Contractor may deduct or offset returns against amounts to be paid Commonwealth hereunder for transactions or, alternatively Contractor may initiate ACH debits to Commonwealth's account for all such returns. Commonwealth assumes all responsibilities and liabilities under applicable association rules or regulations related to processing Card Payments of its users. COMMONWEALTH WILL BE SOLELY RESPONSIBLE FOR ENSURING THE VALIDITY, ACCURACY AND COMPLETENESS OF ALL PAYMENT DATA. CONTRACTOR WILL RELY UPON AND USE PAYMENT DATA SUBMITTED BY MERCHANT WITHOUT FURTHER VERIFICATION IN ORDER TO PROVIDE THE SERVICES. Commonwealth will be liable for any fees and fines (including fees and fines incurred by Contractor) that result from inaccurate, incomplete or untimely Payment Data. Contractor will assume responsibility and liability for its delay or failure to process a Payment and properly transmit corresponding Payment files; provided, Payment Data submitted by Commonwealth is accurate, complete and timely. Contractor will have no responsibility or liability for any error, omission, delay, failure to meet any processing timelines or accurately perform any of its PayPoint Services due to Commonwealth (or its Consumers) submitting inaccurate, incomplete or untimely Payment Data, or failing to perform its settlement obligations.
- (e) Convenience Fee Support is available through the PayPoint Services where an additional processing fee can be charged along with the primary payment. The PayPoint Services do not process settlement of convenience fees. Rather, the PayPoint Services enable tracking and management of convenience fee data submitted with other payment data received from Commonwealth that assesses and collects convenience fees. Accordingly, if Commonwealth assesses and collects convenience fees through the PayPoint Services, Commonwealth shall be solely responsible for complying with the card association and NACHA rules related to convenience fees.
- (f) The PayPoint Services **do not** include the following: (i) processing or management of TeleCheck[®] agreements for eCheck payments; (ii) processing or management of merchant acquiring agreements for credit and/or debit card payments; (iii) custom development by Contractor (if Commonwealth requires custom development, the effort will be separately scoped and quoted); or (iv) providing support directly to Consumers.
 - a. If the Commonwealth requests any additional computer programming or consulting services in connection with the PayPoint Services, those requests will be handled in accordance with Section 22, Changes, of the Contract, and the parties will mutually agree upon additional charges for such services, including reasonable travel expenses, if any travel is required.

2. **Payment for PayPoint Services.** Commonwealth will pay for all fees as set forth in Schedule A-1, including the minimum monthly transaction fee set forth in Schedule A-1. Schedule A-1 is attached hereto and incorporated into this Amendment No. 1.

3. **Representations and Warranties.** Commonwealth and Contractor each represent and warrant: (i) they have corporate authority to execute this Amendment; (ii) executing this Amendment does not constitute a material conflict with, breach or default under any applicable law, their respective charter or bylaws, or any documents, agreements or other instruments which are binding upon the parties; and (iii) this Amendment creates valid, legal

and binding obligations that are enforceable against the parties. Further, Commonwealth represents and warrants that it owns the Commonwealth Logo.

4. **Intellectual Property.** This Amendment does not grant Commonwealth with any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with the PayPoint Gateway, Contractor System, applications or business methods required or provided in connection with the PayPoint Services.
5. **Contractor System.** Contractor may update or alter the logical, physical or archival structure or organization of the Contractor System, including any applications, databases, files, documentation or other information used to provide the PayPoint Services, from time to time in its sole discretion. Contractor will conduct regular maintenance on the Contractor System during designated time periods (“Scheduled Maintenance Windows”) during which it may limit or suspend the PayPoint Services. Scheduled Maintenance Windows may be modified by Contractor from time to time during the Term upon prior written notice to Commonwealth. Contractor will make commercially reasonable efforts to notify Commonwealth prior to performing any maintenance that will interrupt the PayPoint Services; provided, however, Contractor may perform any emergency or other maintenance necessary to ensure the safety, security or stability of the Contractor System at any time without prior notice to Commonwealth. The Contractor System will be accessible 99.7% of the time each calendar month, excluding Scheduled Maintenance Windows.
6. **Service Levels.** The Service Level Agreements (SLA’s) of Appendix J – Final Negotiated Service Level Agreements of the Contract will not apply to the PayPoint Services. Contractor will perform the PayPoint Services in accordance with the service levels in Schedule B, PayPoint Service Level Agreements, which is attached hereto and incorporated into this Amendment Number 1. The remedies for failing to satisfy the service levels are the liquidated damages in Schedule B, and those liquidated damages are the exclusive remedies available to Commonwealth for Contractor’s failure to satisfy the applicable service levels.
7. Once the Contractor signs this Amendment Number 1, the Commonwealth’s Contracting Officer will enter this document into the Commonwealth’s SAP/SRM system to obtain the required Commonwealth approvals. This Amendment Number 1 will be effective following the final required Commonwealth approval.
8. Except as amended by this Contract Amendment Number 1, all other terms and conditions of the Contract shall remain as originally written. In the event of any conflict between this Amendment Number 1 and the MPA, the terms of this Amendment Number 1 shall govern with respect to the PayPoint Services.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Amendment No. 1 to the Contract effective as of the date of the final required Commonwealth approval. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, paragraph 1(b) .

WITNESS:

Julie Patel
Signature

Julie Patel 2/3/17
Printed Name/Date

CONTRACTOR:

Jacqueline Engle
Signature

Jacqueline Engle 02.03.2017

Printed Name/Title/Date

47-0731996

Federal Identification Number

**Commonwealth of Pennsylvania
Department of General Services**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:**

To be obtained electronically
Comptroller Date

**SCHEDULE B
PAYPOINT SERVICE LEVEL AGREEMENTS**

Performance Metric	Performance Target	Service Level Description	Calculation	Frequency of Review	Liquidated Damages	Unit of Measure
System response time.	99.90%	The system shall maintain an average per transaction response time of less than 5 seconds.	Receipt of the authorization or rejection of the payment method.	Monthly	When not part of a planned or unplanned outage, the assessment shall equal the transaction processing fee.	Per Occurrence

**SCHEDULE A-1
PAYPOINT SERVICES FEES**

Billing #	Element	Description	Price (USD \$)	Per Unit
5243	GATEWAY FEES FOR CARD TRANSACTIONS	This element identifies the charge for processing PayPoint transaction for One-time Credit Card transactions and Recurring Credit Card Transactions. Pricing does not include merchant processing fees, (i.e. interchange fees, dues, assessments, etc), custom implementations, or custom reporting. For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.	.08	/transaction
5245	GATEWAY FEES FOR ACH TRANSACTIONS	This element identifies the charge for processing One-Time eCheck Transactions and Recurring eCheck Transactions. Standard eCheck processing includes basic processing through TeleCheck. Additional TeleCheck services are priced and contracted separately. For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.	.10	/transaction
5246	CONSUMER PAYMENTS	This element identifies the per transaction surcharge for a payment using Consumer Payments Web or Consumer Payments IVR in addition to the Gateway Fees,	.02	/transaction
5247	CONSUMER PAYMENTS SUMMARY PRESENTMENT	This element identifies the per transaction surcharge to use summary presentment feature – includes uploading summary billing data and displaying it to a consumer using the Consumer Payments interface. This is in addition to the Consumer Payments and Gateway Fees,	.02	/transaction
5241	ADMINISTRATION SITE PAYMENTS	This element identifies the per transaction surcharge to use the PayPoint Administration Site for making and canceling payments in addition to the Gateway Fees,	.02	/transaction
5242	IMPLEMENTATION FEE	This element identifies the charge for implementing the PayPoint Payment Gateway. Maximum of ten PayPoint applications will be boarded under this pricing. Additional applications are \$100/application. *Waived with \$500 monthly minimum and three year contract	3000*	one-time
5244	IVR MINUTES	This element identifies the charge for telecommunication fees for using Consumer Payments IVR	.08	/minute
5248	ON-SITE TRAINING	This element identifies the charge for PayPoint training, if delivered on site. Standard Pricing includes remote training for PayPoint Administration Site and Consumer Payments, if applicable.	2000	
5249	DEVELOPMENT SURCHARGE	This element identifies the custom development charges. Custom development or custom client integration are not included in the Standard Pricing and will be quoted separately.	200/hour	One-time
5252	MONTHLY MINIMUM TRANSACTION FEE	This element identifies the monthly minimum charges. This will be charged if the total of all other charges do not exceed this minimum amount.	500	/month

**SCHEDULE A-1
PAYPOINT SERVICES FEES**

5254	PAYMENT EMAIL NOTIFICATION	This element identifies the charge for payment notification emails.	.01	/transaction
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Special Fees.

Commonwealth will be responsible for paying for its own data transmission costs, including the cost of high-speed connectivity (i.e., leased line charges) and the set-up fees associated with installation and configuration of Commonwealth's high-speed connections.

2/27/2017

Michael Weges
Commodity Specialist
Department of General Services
Bureau of Procurement
555 Walnut St., 6th Floor,
Forum Place
Harrisburg, PA 17101

The following fees are waived for the State Agencies of the Commonwealth of Pennsylvania
"Commonwealth Agencies" for Contract Number: 4400016084 :

- \$19.95 Payeezy monthly fee on pricing spreadsheet Tab 7
- \$19.95 Monthly fee per merchant id on pricing spreadsheet Tab 8

Contract participants who are not State Agencies (COSTARS) may be assessed these fees.

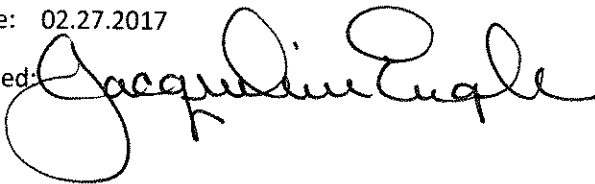
First Data Merchant Services LLC

Name: Jacqueline Engle

Title: Vice President

Date: 02.27.2017

Signed:





FULLY EXECUTED
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Valid From: 11/01/2016 To: 10/31/2021

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: **Weges Michael**
Phone: 717-346-8112
Fax: 717-346-3820

Your SAP Vendor Number with us: 511216

Supplier Name/Address:
FIRST DATA MERCHANT SERVICES LLC
P.O. Box 2025
ENGLEWOOD CO 80150-2025 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 954-845-5022

Contract Name:
Electronic Payment Processing

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	ELECTRONIC PAYMENT SERVICES	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED
Contract Number: 4400016084
Original Contract Effective Date: 09/30/2016
Valid From: 11/01/2016 To: 10/31/2021

Supplier Name:
FIRST DATA MERCHANT SERVICES LLC

Header Text

This contract gives agencies the ability for the acceptance, processing and support services of electronic payments.

Electronic payments can be accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services.

Electronic payments include, but are not limited to:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards
- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Hosted Payment Solution/check-out page
- Terminal Registers, including pin pads

No further information for this Contract

Information:

**CONTRACT
FOR
Electronic Payment Processing**

THIS CONTRACT for the provision of **Electronic Payment Processing** ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS"), and **First Data Merchant Services LLC** ("Contractor").

WHEREAS, DGS issued a Request For Proposals for the provision of **Electronic Payment Processing** for Commonwealth executive agencies, RFP No. **6100033736** ("RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP; and

WHEREAS, Contractor's proposal was selected for the Best and Final Offer ("BAFO") phase of the RFP process; and

WHEREAS, in response to the DGS BAFO request, Contractor submitted a BAFO Cost Submittal; and

WHEREAS, DGS determined that Contractor's proposal, as revised by its BAFO Cost Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Electronic Payment Processing** to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Electronic Payment Processing** as more fully defined in the RFP, to Commonwealth agencies and COSTARS participants.
2. Commonwealth executive agencies shall procure their requirements for **Electronic Payment Processing** in accordance with the terms and conditions of this Contract.
3. Contractor agrees to provide the **Electronic Payment Processing** listed in its Final Negotiated Cost Submittal, which is attached hereto as Exhibit C and made a part hereof, at the prices listed for those items in Exhibit C.

4. Contractor and the Commonwealth agree that each party shall comply with its applicable Payment Card Industry Data Security Standard (PCI-DSS) data security requirements.
5. Contractor and the Commonwealth agree that each party will comply with applicable Card Organization rules and requirements.
6. Contractor agrees to meet and maintain the commitments to small diverse businesses made in its BAFO Small Diverse Business Submittal, which is attached hereto as Exhibit D and made a part hereof. Any proposed change to a small diverse business commitment must be submitted to the DGS Bureau of Diversity Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Contracting Officer and BDISBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.
7. The Work Statement in Part IV of the RFP is modified as follows:
 - a. The Note under Section IV-4 (N), dealing with PLCB’s separate contract with American Express and Discover, is deleted in its entirety. Contractor will handle the full processing function for PLCB’s American Express and Discover transactions. There are no changes to the last paragraph of Section IV-4(N) as originally posted.
 - b. Part IV-5 of the RFP references Appendix J-Service Level Agreements. That original Appendix J is hereby deleted in its entirety and replaced with Appendix J – Final Negotiated Service Level Agreements.
8. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Contract document contained herein.
 - b. The Final Negotiated Terms and Conditions contained in Part V of the RFP, which is attached hereto as Exhibit A and made part of this Contract.
 - c. Parts I-IV of the RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit B and made a part hereof.
 - d. The Contractor’s Final Negotiated Cost Submittal, which is attached hereto as Exhibit C and made a part hereof.
 - e. The Contractor’s BAFO Small Diverse Business Submittal, which is attached hereto as Exhibit D and made a part hereof.

f. The Contractor's Final Negotiated Technical Submittal, which is attached hereto as Exhibit E and made a part hereof, and which includes the following documents:

- i. The Contractor's Clarification letter dated August 29, 2016.
- ii. The Contractor's originally submitted technical proposal, dated December 11, 2015.
- iii. The MPA and Terms.
- iv. The Telecheck Warranty Services Agreement.
- v. The Transarmor Services Addendum to Merchant Processing Agreement.
- vi. The Transarmor Solution Service Addendum to Master Services Agreement.
- vii. The TASQ Advanced Replacement Plan (ARP) Addendum.
- viii. The Clover Service Participation Addendum.
- ix. The Equipment Lease Addendum.
- x. The COSTARS Participation Addendum.

g. Any additional documents Contractor and the Commonwealth agree to make part of this Contract after Contract execution through Contract Amendment or Change Order.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract as of the dates written below. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, paragraph 003.1b Signatures- Contract (March 2007).

Witness:

CONTRACTOR:

By: Thomas A. Malott
(Assistant) Secretary Treasurer

By: Jacie Engle
(Vice) President

Thomas A. Malott 9/6/16
Printed Name/Date

Jacie Engle, Vice President 09.06.2016
Printed Name/Date

59-21326793
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement /Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

Office of General Counsel Date

Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:**

To be obtained electronically
Comptroller Date

**Part V –
FINAL NEGOTIATED TERMS AND CONDITIONS**

If an award is made to an Offeror, the Offeror shall receive a Contract that obligates the Offeror to furnish the awarded services in accordance with these IT Contract Terms and Conditions:

1. TERM AND SCOPE OF CONTRACT

- (a) The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract (“Term”). The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Contract, whichever is later.
- (b) The Commonwealth reserves the right to execute the Contract, Purchase Orders or any follow-up Contract documents in ink or electronically. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (c) The Contractor shall not start performance until all of the following have occurred: (1) the Effective Date has arrived; (2) the Contractor has received a copy of the fully executed Contract; and (3) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully executed Contract or before the Contractor has received a Purchase Order. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date.
- (d) The Contractor agrees to furnish the requested Services and Supplies to the Commonwealth as such Services and Supplies are defined in the Contract.

2. PURCHASE ORDERS

- (a) The Commonwealth may issue Purchase Orders against the Contract. These orders constitute the Contractor’s authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept Purchase Orders which require

performance in excess of those performance time periods specified in the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

- (b) Purchase Orders will not include an ink signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of the individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.
- (c) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor.
- (d) Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order.
- (e) Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (f) The Commonwealth and the Contractor specifically agree as follows:
 - (1) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (2) Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
 - (3) The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of the Contract or a genuine Purchase Order or acknowledgement that have been issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements shall be in writing and signed by the party bound thereby. The Contract and any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Contract or any genuine Purchase Order or acknowledgements under either the business records exception to the hearsay rule or the best

evidence rule on the basis that the Contract or Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- (4) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.
- (g) Purchase Orders under five thousand dollars (\$5,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. The Contractor agrees to accept payment through the use of a Commonwealth Procurement card.

3. DEFINITIONS

- (a) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (b) Days. Unless specifically indicated otherwise, days mean calendar days.
- (c) Data. Data shall mean all transaction data and information collected or generated by Contractor in the performance of this Contract on behalf of the Commonwealth and/or its customers.
- (d) Developed Works or Developed Materials. Except for Contractor's internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor to be delivered to the Commonwealth as part of carrying out the obligations and services under this Contract or Statement of Work (each a "Deliverable"). For the avoidance of doubt, nothing in this definition shall include Contractor's hardware or software along with associated documentation used to provide the Services, including any modifications, enhancements, derivations, or continuance in part, which shall at all times remain the sole property of Contractor and/or its licensors. The terms are used herein interchangeably.
- (e) Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

(f) Proposal. Contractor's response to a Request for Proposals (RFP) issued by the Issuing Agency.

(g) Services. All Contractor activity necessary to satisfy the Contract.

4. CONTRACT SCOPE

(a) If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the RFP.

(b) Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.

(c) The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Policy ACC001, *Accessibility Policy*. The Contractor shall ensure that Services and Supplies procured under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

5. IDENTIFICATION NUMBER

The Contractor must have a SAP vendor number.

6. ORDER OF PRECEDENCE

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

(a) The document containing the Contract Signature Page;

(b) The Final Negotiated Terms and Conditions.

- (c) Parts I-IV of the RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto.
- (d) The Final Negotiated Cost Submittal.
- (e) The BAFO Small Diverse Business Submittal.
- (f) The Contractor's Final Negotiated Technical Submittal, which includes the following documents:
 - i. The Clarification letter.
 - ii. The MPA and Terms.
 - iii. The Telecheck Warranty Services Agreement.
 - iv. Transarmor Services Addendum to Merchant Processing Agreement.
 - v. Transarmor Solution Service Addendum to Master Services Agreement.
 - vi. The TASQ Advanced Replacement Plan (ARP) Addendum.
 - vii. The Clover Service Participation Addendum.
 - viii. The Equipment Lease Addendum.
 - ix. The COSTARS Participation Addendum.
- (g) Any additional documents Contractor and the Commonwealth agree to make part of this Contract after Contract execution through Contract Amendment or Change Order.

7. CONTRACT INTEGRATION

- (a) This Contract, including the Contract signature pages, together with the proposal and Best and Final Offer, if any, and the RFP and addenda thereto, if any, that are incorporated herein by reference, constitutes the final, complete, and exclusive Contract between the parties containing all the terms and conditions agreed to by the parties.
- (b) All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.

- (c) There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.
- (e) The Contractor may not require any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Supplies and Services, unless the Commonwealth has approved the terms in writing in advance, and the terms are consistent with this Contract. Any terms imposed upon a user in contravention of this Subsection 7(e) must be removed at the direction of the Commonwealth, and shall not be enforced against the Commonwealth or the user.

8. PERIOD OF PERFORMANCE

The Contractor, for the life of this Contract, shall complete all Services as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services.

9. OPTION TO EXTEND

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

10. SPECIAL REQUIREMENTS

The Commonwealth reserves the right to purchase Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

11. SUBCONTRACTS

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor. Contractor shall provide written notice to the Commonwealth of any Material Subcontractors and all subcontractors shall be thoroughly vetted and approved by Contractor's vendor management team as subcontractors that have access to sensitive and personally identifiable information prior to performance of any Services for the Commonwealth. For purposes of this section, "Material Subcontractor" shall mean any subcontractor that has access to the Contractor's system that contains the Commonwealth's production transaction information or substantially performs any aspect of the Services on Contractors behalf in lieu of

Contractor and not as Contractor staff enhancement. Contractor shall ensure that subcontractor performance is in accordance with the terms of this Agreement. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

12. OTHER CONTRACTORS

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

13. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14. COMPENSATION

- (a) The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the Commonwealth.
- (b) The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

15. BILLING REQUIREMENTS

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- (a) Vendor name and "Remit to" address, including SAP Vendor number;

- (b) Bank routing information, if ACH;
- (c) SAP Purchase Order number;
- (d) Delivery Address, including name of Commonwealth agency;
- (e) Description of the supplies/services delivered in accordance with SAP Purchase Order (include line item number);
- (f) Quantity provided;
- (g) Unit price;
- (h) Price extension;
- (i) Total price; and
- (j) Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

16. PAYMENT

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
 - (1) the date on which payment is due under the terms of the Contract; or
 - (2) forty-five (45) calendar days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed).

The payment date shall be the date specified on the invoice if later than the dates established by (1) and (2) above.

- (b) Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be

construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

(c) Electronic Payments

- (1) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- (2) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- (3) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

- (d) There will be no automatic debiting of Commonwealth accounts for contract-related fees. There will be no automatic debiting of Commonwealth accounts for contract-related fees. However, Chargebacks and Card Association fines, penalties and assessments will be deducted from the Commonwealth's Settlement Account.

17. ASSIGNABILITY

- (a) Subject to the terms and conditions of this Section, the Contract is binding upon the parties and their respective successors and assigns.
- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- (c) For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, or assignment or other transfer of any material ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

Notwithstanding the foregoing, this section shall not apply to or require any Commonwealth approval of the debt structure or refinancing of Contractor or its affiliates and parent.

- (d) Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- (f) A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

18. INSPECTION AND ACCEPTANCE

- (a) Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contractor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract. For contracts where the development of software, the configuration of software, or the modification of software is the deliverable, the Deliverable Approval Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
 - (1) For Projects that require software integration at the end of the Project, as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.

- (2) For Projects that do not require software integration at the end of the Project as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be complete and final.
- (b) Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall, subject to Section 18(a) either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.
- (c) If the Commonwealth fails to notify the Contractor in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.
- (d) If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.
- (e) Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the Developed Materials in the completed milestone.
- (f) If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:

- (1) Repeat the procedure set forth above; or
- (2) Proceed with its rights under Section 23 (TERMINATION).

19. DEFAULT

- (a) The Commonwealth may, subject to the provisions of Section 20 (NOTICE OF DELAYS) and Section 60 (FORCE MAJEURE), and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Section 23 (TERMINATION) the whole or any part of this Contract for any of the following reasons, subject to notice and right to cure set forth in Section 23(c):
 - (1) Failure to begin Services within the time specified in the Contract or as otherwise specified;
 - (2) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
 - (3) Unsatisfactory performance of the Services;
 - (4) Failure to deliver the awarded item(s) within the time specified in the Contract or as otherwise specified;
 - (5) Improper delivery;
 - (6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract;
 - (7) Delivery of a defective item;
 - (8) Failure or refusal to remove material, or remove, replace, or perform any Services rejected as defective or noncompliant;
 - (9) Discontinuance of Services without approval;
 - (10) Failure to resume Services, which has been discontinued, within a reasonable time after notice to do so;
 - (11) Insolvency or Bankruptcy;
 - (12) Assignment made for the benefit of creditors;

- (13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - (14) Failure to protect, to repair, or to make good any damage or injury to property;
 - (15) Material breach of any provision of this Contract;
 - (16) Failure to comply with representations made in the Contractor's Proposal;
or
 - (17) Failure to comply with applicable industry standards, customs, and practice.
- (b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed Deliverables as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed Deliverables delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed Deliverables, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- (d) The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its

rights and remedies in regard to the event of default or any succeeding event of default.

- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

20. NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with Section 22 (CHANGES).

21. CONDUCT OF SERVICES

Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

In determining whether or not the Contractor has performed with due diligence hereunder, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of Section 25 (CONTRACT CONTROVERSIES) of this Contract.

22. CHANGES

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the

Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with Section 25 (CONTRACT CONTROVERSIES) of this Contract.

- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

23. TERMINATION

- (a) For Convenience

- (1) The Commonwealth may terminate the Contract or a Purchase Order issued under the Contract, in whole or in part, without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 25 (CONTRACT CONTROVERSIES) of this Contract.

- (2) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all completed or partially completed Deliverables and Data.
- (3) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance or full performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract in whole or in part. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

(c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within thirty (30) days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure . The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

- (1) Subject to Section 33 (LIMITATION OF LIABILITY) of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection 23(c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth

for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

- (2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
 - (3) Nothing in this Subsection 23 (c) shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.
 - (4) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).
 - (5) If this Contract is terminated as provided by this Subsection 23(c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to Section 41 (OWNERSHIP RIGHTS) of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such Deliverables of such part of the Contract as has been terminated. Payment for such Deliverables will be made consistent with the Contract.
- (d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
 - (e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
 - (f) Following exhaustion of the Contractor's administrative remedies as set forth in Section 25 (CONTRACT CONTROVERSIES), the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

24. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth IT facilities or stored or transmitted credit card data, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to cure any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

25. CONTRACT CONTROVERSIES

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- (b) The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

26. CONFIDENTIALITY, PRIVACY AND COMPLIANCE

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, unless the confidentiality of the information is otherwise protected by law, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy (where permitted by law), which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to Section 23.c (DEFAULT), in addition to other remedies available to the non-breaching party.
 - (1) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
 - (i) already known to the recipient at the time of disclosure other than through the contractual relationship;

- (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
- (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth as a Deliverable in connection with services provided to the Commonwealth under this Contract.

- (2) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
 - (i) Prepare and submit an un-redacted version of the appropriate document, and
 - (ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted, or
 - (iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
 - (a) the attached material contains confidential or proprietary information or trade secrets;
 - (b) the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and
 - (c) the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

- (b) The Contractor shall not publish or otherwise disclose, except to the Commonwealth, or, as necessary to conduct the Services, except to the Contractor's subcontractors, and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from any third party, including private individuals, organizations, or public agencies.
- (c) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (d) Contractor will comply with all applicable laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Further, by signing this Contract, the Contractor agrees to the terms of the Business Associate Agreement, which is incorporated into this Contract as Exhibit A. It is understood that Exhibit A is only applicable if and to the extent indicated in the Contract.
- (e) Additional privacy and confidentiality requirements may be specified in the Contract.
- (f) Rights and obligations of the parties under this Section 26 survive the termination of this Contract
- (g) All Data and all intellectual property provided to the Contractor by the Commonwealth pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be used only for the work of this Contract. No Data, intellectual property, Documentation or Developed Works may be used, disclosed, or otherwise opened for access by or to the Contractor or any third party unless directly related to and necessary under the Contract.

27. PCI SECURITY COMPLIANCE

- (a) By providing the Services under this Contract, the Contractor may create, receive, or have access to credit card records or record systems containing personally identifiable cardholder data including credit card numbers (collectively the "Cardholder Data"). Contractor shall comply with the Payment Card Industry Data Security Standard ("PCI DSS") requirements for Cardholder Data that are prescribed by the payment brands (including but not limited to

Visa, MasterCard, American Express, and Discover), as they may be amended from time to time. Contractor acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by the payment brands, for purposes of this Contract or as required by applicable law.

- (b) Contractor shall conform to and comply with the PCI DSS standards as defined by The PCI Security Standards Council at: https://www.pcisecuritystandards.org/security_standards/index.php. Contractor shall monitor these PCI DSS standards and will promptly notify the Commonwealth if its practices should not conform to such standards. Contractor shall provide a letter of certification to attest to meeting this requirement within one week of Contractor's receipt of the annual PCI DSS compliance report.

28. DATA BREACH OR LOSS

- (a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Commonwealth Breach of Personal Information Notification Act*, 73 P.S. § 2301 *et seq.*
- (b) As to information, data, and Confidential Information in the possession, custody, and control of the Contractor or its employees, agents, and/or subcontractors:
 - (1) In the event of any impermissible disclosure, loss or destruction of data protected by law, or of Confidential Information, the Contractor must immediately take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information.
 - (2) In addition, the Contractor shall report unauthorized access, use, release, or disclosure of data, and loss or destruction of data ("Incident") to the Commonwealth within one (1) hour of when the Contractor knew of such unauthorized access, use, release, or disclosure of data. Reports shall be made to the Agency Contact Person and the Commonwealth's Chief Information Security Officer within one (1) hour of confirmation that any Incident has occurred, including the nature of the use Incident, the data compromised, the involved parties, and a summary of the mitigation efforts and corrective actions to be taken by the Contractor.
 - (3) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any event requiring notice.

- (4) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to data being accessed, used, released, disclosed and/or acquired in an unauthorized manner.
- (c) As to information, data, and Confidential Information fully or partially in the possession, custody, and control of the Commonwealth, the Contractor shall diligently perform all of the duties as indicated in this Section 28 in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

29. INSURANCE

- (a) The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - (1) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*).
 - (2) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for the Commonwealth.
 - (3) Professional Liability/Errors and Omissions Insurance in the amount of Five Million Dollars (\$5,000,000), per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.

- (4) Network/Cyber Liability Insurance (including coverage for Technology Professional Liability if not covered under Company's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of \$5,000,000, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (5) Umbrella coverage from the maximum amount of each aforementioned policy to a minimum coverage amount of \$10,000,000.
- (b) Prior to commencing Services under the Contract, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. The Contractor shall provide the Commonwealth with at least thirty (30) days prior written notice in the event the policies will be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Paragraph.
 - (c) The Contractor agrees to maintain such insurance for the life of the Contract.
 - (d) Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 29 (INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the contract that Contractor has sufficient assets to cover such losses.

30. CONTRACTOR RESPONSIBILITY PROGRAM

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

31. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

32. TAXES-FEDERAL, STATE, AND LOCAL

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

33. LIMITATION OF LIABILITY

- (a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
- (1) bodily injury;
 - (2) death;
 - (3) intentional injury;
 - (4) damage to real property or tangible personal property for which the Contractor is legally liable;
 - (5) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection; or
 - (6) the Contractor's indemnity of the Commonwealth for data breach.
- (b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the RFP.

34. COMMONWEALTH HELD HARMLESS

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

35. SOVEREIGN IMMUNITY

No provision of this Contract may be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

36. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or

production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

37. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, *et seq.*, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will

cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs,

replace them with non-infringing items, or modify them so that they are no longer infringing.

- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
 - (1) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (2) any license fee less an amount for the period of usage of any software; and
 - (3) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
 - (1) modification of any product, service, or deliverable provided by the Commonwealth;
 - (2) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (3) use of the product, service, or deliverable in other than its specified operating environment;
 - (4) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (5) infringement of a non-Contractor product alone;
 - (6) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or

- (7) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

38. SENSITIVE INFORMATION

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) Contractor will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Further, by signing this Contract, the Contractor agrees to the terms of the Business Associate Agreement, which is incorporated into this Contract as Exhibit A. It is understood that Exhibit A is only applicable if indicated in the procurement documents.
- (d) Rights and obligations of the parties under this Section 38 survive the termination of this Contract.

39. CONTRACT CONSTRUCTION

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth of Pennsylvania. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws of the United States of America.

40. RIGHT TO USE

To the extent that the Contractor is providing software, hardware, or access to software, which is being licensed to the Commonwealth, the terms and conditions set forth in this Section 40 (Right to Use) shall apply.

The Contractor hereby grants to the Commonwealth a non-exclusive right to access and to use the hardware and software comprising all or part of the Services. The Commonwealth use of the software is subject to the following:

- (a) **Click Through Terms.** In order to access or use hardware or software, the Commonwealth will click through electronic terms and conditions where they appear, provided that the provision of the Services or Supplies are subject to the terms and conditions of this Contract, and such electronic terms and conditions shall have no force or effect as to Services or Supplies and shall not be legally binding on the Commonwealth.
- (b) **Contractor Intellectual Property.** Commonwealth acknowledges that, in the course of providing and performing the Services, Contractor may use software and related processes, instructions, methods, and techniques that have been previously developed by Contractor and that same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to the Services performed.
- (c) **Third Party Intellectual Property.** Unless it is otherwise specified in the Contract that the Commonwealth, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall grant to the Commonwealth or obtain for the Commonwealth a license to Third Party Intellectual Property, which contains the terms specified in Exhibit C, to the extent necessary for the Commonwealth to use the Third Party Intellectual Property in accordance with the terms of the Contract.
- (d) **Commonwealth Intellectual Property and Data.** The Commonwealth owns all Data and all Commonwealth Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to Contractor is limited by the terms of this Contract.
- (e) Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned

by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

41. OWNERSHIP RIGHTS

(a) Ownership of Properties

- (1) All “Developed Works” shall be owned according to the provisions set forth in this Section 41.
- (2) All software owned by the Commonwealth or its licensors (“Commonwealth Software”) as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract except as described in this Section or in another provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.

(b) Definitions

- (1) Software—For the purposes of this Contract, the term “software” means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
- (2) Technical Data—For purposes of this Contract, the term “technical data” means any specific information necessary for the development, production or use of the Commonwealth Software.

(c) Commonwealth Property—Non-Exclusive, License Grant and Restrictions

During the term of this Contract, Commonwealth grants to Contractor for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to do the following:

- (1) Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.
- (2) Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.
- (3) Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor's modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.
- (4) Allow the Contractor's subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Contract; provided, however, that neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this Section.
- (5) To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

(d) Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the Commonwealth shall, at no cost to Contractor, provide Contractor with access to the Commonwealth Software in the form in use by Commonwealth as of the Effective Date of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, shall compile and, as changes are made, update a list of all of the Commonwealth Software then in use by Contractor or any of its subcontractors in connection with Contractor's performance of the Services required by this Contract.

(e) Reservation of Rights

All rights, not expressly granted here to Contractor on a nonexclusive basis, including the right to grant non-exclusive licenses and other rights are reserved by the Commonwealth.

(f) Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section 41 (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

(g) Effect of License Grant Termination

Consistent with the provisions of this Section, Contractor shall refrain from manufacturing, copying, marketing, distributing, or use of any Commonwealth Software or any other work which incorporates the Commonwealth Software. The obligations of this Section 41 (OWNERSHIP RIGHTS) shall survive any termination of this Contract.

(h) Use of Contractor-Owned Software

All software owned by Contractor (Contractor Software) and tools owned by Contractor (Contractor Tools, as defined in paragraph (i) below) prior to the Effective Date of this Contract shall be and shall remain the exclusive property of Contractor. The Commonwealth shall acquire no rights or interests in the Contractor Software or the Contractor Tools by virtue of this Contract except as set forth in this Section.

(i) Definition of Contractor Tools

Contractor Tools is defined as any tools, both in object code and source code form, which Contractor has previously developed, or which Contractor independently develops or licenses from a third party, excluding any tools that Contractor creates pursuant to this Contract. Contractor Tools includes but is not limited to, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, JAVA applets, and ActiveX controls.

(j) Required Reports, Records and Inventory of Contractor Tools and Contractor Software

- (1) Contractor must provide a list of all Contractor Tools and Contractor Software to be delivered in connection with the Deliverables or Developed Materials prior to commencing any work under the Contract. Contractor must also provide a list of all other Contractor Tools and Contractor Software intended to be used by Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion. In the event that the Contractor fails to list a Contractor Tool, but can demonstrate that such tool was independently developed by Contractor prior to the Contract on which it was used, Contractor shall nevertheless retain complete ownership of such Contractor Tool that is necessary to use the deliverables or Developed Materials, provided that notice is given to the Commonwealth prior to its use on the Contract. Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been created under this Contract.
 - (2) As part of its response to a RFP, the Contractor will provide a list of all software and tools that are commercially available and which are required to support the deliverables or Developed Materials.
 - (3) During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.
 - (4) In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently developed by Contractor prior to the Effective Date of this Contract, Contractor shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.
- (k) Reserved.
- (l) Rules of Usage for Developed Works
- (1) If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant

documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

- (2) If Developed Works modify, improve, or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. To the extent Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Works.
- (3) If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works do not include pre-existing materials generally licensed by the Contractor, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Works and the Commonwealth hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. The Commonwealth shall exclusively own all software products first developed under the terms of this contract by the Contractor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.
- (4) When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the Commonwealth under this Contract, the ownership of the Developed Work will remain with the Contractor, provided, however,

that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.

- (m) Copyright Ownership—Developed Works Developed as Part of the Scope of Work for the Project, including Developed Works developed by Subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the United States Copyright Act of 1976, as amended, 17 United States Code. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its Subcontractors assign, and upon their authorship or creation, expressly and automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth. Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute, copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works. The Contractor further agrees that it will include this requirement in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works. Upon completion or termination of this Contract, Developed Works shall immediately be delivered by Contractor to the Commonwealth. Contractor warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws of the United States.
- (n) Patent Ownership
 - (1) Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract.
- (o) Federal Government Interests

It is understood that certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

(p) Usage Rights for Know-How and Technical Information

Either Party, in the ordinary course of conducting business and during the term of this Contract, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques not otherwise covered by this Section relating to the Services which Contractor or Commonwealth (alone or jointly with the Commonwealth) develops or learns in connection with Contractor's provision of Services to Commonwealth under this Contract.

(q) Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools, or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason. Further, Contractor shall not in any manner represent that Contractor has any ownership interest in the Commonwealth Software, Commonwealth Tools, or the Developed Works. This provision is a material part of this Section.

(r) Contractor Intellectual Property Protection

Commonwealth acknowledges that it has no ownership rights in the Contractor Software or Contractor Tools other than those set forth in this Contract, or as may be otherwise granted in writing. Notwithstanding anything to the contrary in Section 23, Contractor retains ownership of its system, software and pre-existing intellectual property and shall not be required to provide same to the Commonwealth.

(s) Source Code and Escrow Items Obligations

Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Contractor, then the source code shall be placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth.

(t) Contractor's Copyright Notice Obligations

Contractor will affix the following Copyright Notice to the Developed Works developed under this Section and all accompanying documentation: "Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved." This notice shall appear on all tangible versions of the Developed Works delivered under this Contract and any

associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

(u) Commercial Software

If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is the licensor of the software, Contractor shall enter into a license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the software license agreement. If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is not the licensor of the software, the Contractor hereby agrees that, before it incorporates such software into a deliverable, Contractor will inform the licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the licensor's software license agreement.

(v) Commonwealth Data.

The Commonwealth owns all Data provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works using the Commonwealth's Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to Contractor is limited by the terms of this Contract.

42. LOCATION, STATUS AND DISPOSITION OF DATA

Unless the procurement documents specify otherwise:

- (a) All Data must be stored within the United States.
- (b) All Data must travel networks that are located within the USA and use secure circuits that are compliant with PCI Security Standards and applicable Commonwealth Information Technology Policies.
- (c) Data may not be stored in a state which asserts jurisdiction over disputes regarding data stored within that state.
- (d) The Contractor shall be responsible for maintaining the privacy, security, and integrity of Data in its or its subcontractors' possession.

- (e) All Data shall be surrendered to the Commonwealth upon request, subject to Contractor's obligations to retain such Data.
- (f) Any Data shall be destroyed by the Contractor at the Commonwealth's request, subject to Contractor's obligations to retain such Data.
- (g) Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy, and accessibility requirements of this Contract.

43. HOSTING TERMS

If a system used or created for work under this Contract is hosted by a party other than the Commonwealth, the Hosting Terms attached in **Appendix H** shall apply.

44. PUBLICATION RIGHTS AND/OR COPYRIGHTS

- (a) Except as otherwise provided in Section 41 (OWNERSHIP RIGHTS), the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.
- (b) Except as otherwise provided in Section 41 (OWNERSHIP RIGHTS) and the confidentiality provisions of Section 26 (CONFIDENTIALITY), the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.
- (c) Rights and obligations of the parties under this Section 44 survive the termination of this Contract.

45. CHANGE OF OWNERSHIP OR INSOLVENCY

In the event that the Contractor should change ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract, or continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Contract. Nothing in this section limits the Commonwealth's exercise of any rights that the Commonwealth may have under Section 23 (TERMINATION).

46. OFFICIALS NOT TO BENEFIT

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

47. INDEPENDENT CAPACITY OF CONTRACTOR

- (a) The parties to this Contract agree that the services performed by the Contractor under the terms of this Contract are performed as an independent Contractor. The Services performed by the Contractor are performed neither as an employee of the Commonwealth of Pennsylvania nor as a partnership or joint venture between the Commonwealth and the Contractor.
- (b) Except as otherwise provided by the terms of this Contract, the Commonwealth shall have no control over the manner in which the contractual Services are performed by the Contractor, or any subcontractor. Any job specifications or standards of work attached to or incorporated into this Contract or any subcontracting restrictions contained in this Contract shall not be construed as the Commonwealth's direction or control over the manner of the performance of services provided by the Contractor.

48. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state, and local laws applicable to its Services, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.

49. THE AMERICANS WITH DISABILITIES ACT

During the term of this Contract, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under

Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.

- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

50. EXAMINATION OF RECORDS

- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in Section 50(c) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by law, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in Section 26 (CONFIDENTIALITY).
- (c) The Contractor shall preserve and make available its records for a period of three (3) years from the date of final payment under this Contract:
 - (1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
 - (2) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.
- (d) Except for documentary evidence retained pursuant to Section 50(c)(2) above, the Contractor may in fulfillment of its obligation to retain its records as required by this Section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.

- (e) The provisions of this Section shall be applicable to and included in each subcontract hereunder. The term “subcontract” as used in this contract only, excludes purchase orders not exceeding \$1,000 and subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

51. SINGLE AUDIT ACT OF 1984

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards*, 1994 Revisions (Yellow Book).
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

52. ADDITIONAL FEDERAL PROVISIONS

Additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.

53. ENVIRONMENTAL PROTECTION

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937, as amended; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

54. NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (d) The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (e) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (g) The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (h) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

55. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- (a) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- (b) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- (c) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- (d) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- (e) "Financial Interest" means either:

- (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (f) “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.
- (g) “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- (a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- (b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (c) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (d) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial

interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

- (e) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (f) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- (g) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

- (h) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (i) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (j) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

56. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Contract.

57. WARRANTIES

The Contractor warrants that the Services, Supplies and Developed Works will conform in all material respects to the functional specifications for the Services, Supplies and Developed Works and/or the requirements of the Contract. The warranty period for the Services, Supplies and Developed Works shall be ninety (90) days from final acceptance. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (b) In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within ten (10) days' notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a) modifications to Developed Works made by the Commonwealth, (b) use of the Developed Works not in accordance with the documentation or specifications applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Works with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
- (c) During the term of the Contract or from the provision of Professional Services, as applicable, Contractor warrants that Developed Works and other systems, materials and supplies will materially conform to the specifications in the Documentation for such items. If it is established that Contractor has breached

the warranty above, Contractor's obligation and Commonwealth's remedy prior to taking further action shall be for Contractor to, at its option, (1) use best efforts to cure the defect or re-perform the nonconforming Professional Services; or (2) replace the defective item with a solution that materially conforms to the specifications in the Documentation. This warranty and the remedies offered are applicable only if: (i) the reported error or defect is reasonably reproducible by Contractor; (ii) Commonwealth reports the alleged breach with reasonable specificity in writing within thirty (30) days from its occurrence; (iii) Commonwealth provides Contractor with reasonable assistance in the diagnosis and remedy of the applicable breach; (iv) Commonwealth has installed and is using all updates, patches and fixes released by Contractor for the affected Contractor Software, as appropriate; (v) Commonwealth has complied in all material respects with the terms and conditions of this Contract Agreement; and (vi) Commonwealth has materially conformed to the Documentation for the affected item or Services. Commonwealth understands and agrees that third-party hardware equipment and software, supplied by Contractor, may be provided to Commonwealth under warranty or pursuant to other terms and conditions offered by the manufacturer or licensor of such hardware or software.

- (d) Contractor represents that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Works under this Contract.
- (e) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (f) All warranties shall survive final acceptance and contract termination.
- (g) In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.

58. LIQUIDATED DAMAGES

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commonwealth and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in the Contract and Section 58 and agree that the Contractor shall pay such amount as liquidated damages, not as a

penalty. Such liquidated damages are in lieu of all other damages arising from such delay.

- (b) The Commonwealth and Contractor agree that, in addition to other damages amounts as may be set out in the Contract as damages or Service Level Credits, the Deliverables identified in the Payment Schedule set forth in this Contract as “Major Deliverables” (the “Major Deliverables”) shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.
- (c) The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the Contract shall be three-tenths of a percent (.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the Contract.
- (d) If, at the end of the thirty (30) day period specified in Section 58(c) above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commonwealth, at no additional expense and at its option, may either:
 - (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commonwealth as a result of this Contract shall be given to the Commonwealth, and the Commonwealth shall be entitled to its remedies under Section 23(c); or
 - (2) order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (e) At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.

- (f) To the extent that the delay is caused by the Commonwealth, no liquidated damages will be applied.
- (g) If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

59. SERVICE LEVELS

- (a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as many otherwise be agreed between the Parties in respect of Services performed less frequently than monthly. All Services without expressly defined Service Levels must be performed at least to the same degree of accuracy, completeness, efficiency, quality and timeliness as is provided by well-managed suppliers providing services similar to the Services, so long as such performance is commercially and operationally reasonable.
- (c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation other claims for liquidated damages, injunctive relief and termination rights, provided however, Service Level Credits paid would be credited against any such claims for damages.

60. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state

whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contractor to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

61. NOTICE

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.

62. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of this provision #53, the term "the Commonwealth" shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

63. GOVERNING LAW

This Contract shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in Section 25 (CONTRACT CONTROVERSIES), Commonwealth and Contractor agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. Any legal action relating to this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

64. SMALL DIVERSE BUSINESS COMMITMENT

Contractor shall meet and maintain the commitments to small diverse businesses in the Small Diverse Business (“SDB”) portion of its Proposal. Any proposed change to a SDB commitment must be submitted to the DGS Bureau of Diversity, Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Commonwealth Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Commonwealth Contracting Officer and BDISBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.

65. RECYCLED MATERIALS

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified below.

**PAPER PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30

Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove	30
	Kraft, white and colored (including manila)	10
	Kraft, unbleached	10
Cotton fiber	Excludes custom envelopes	
	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20

Newsprint

Newsprint	Groundwood paper used in newspapers	20
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Commercial Sanitary Tissue Products

Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose	Used in cleaning and wiping applications	40
Industrial wipers		

Paperboard and Packaging Products

Corrugated containers	Used for packaging and shipping a variety Of goods (<300 psi)	25
	(300 psi)	25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes “chipboard” pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5

Miscellaneous Paper Products

Tray liners	Used to line food service trays. Often contain printed information.	50
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“Post-consumer” content is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material.”

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with “pre-consumer,” “recovered,” or “secondary” paper fiber.

(B) BIDDER’S CERTIFICATION

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed *Manufacturer/Mill* Certification form must be used. Bidders are not required to submit the completed and signed *Manufacturer/Mill* Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE**

ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED *MANUFACTURER/MILL* CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the *[name of program and/or Department]* (Covered Entity) and Contractor (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, and all other applicable laws; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI can be used or disclosed only in accordance with this Agreement and the standards established by applicable laws; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity that is in electronic form, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA and the Security Rule and other applicable laws; and

NOW, THEREFORE, the parties to this Agreement set forth the following as the terms and conditions of their understanding.

1. Definitions.

- a. "Breach" shall have the meaning assigned to such term at 42 USCS § 17921 and HIPAA regulations at 45 C.F.R. § 164.402.
- b. "Business Associate" shall have the meaning given to such term under the Privacy and Security Rules, including but not limited to, 45 C.F.R. §160.103.
- c. "Covered Entity" shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 C.F.R. §160.103.
- d. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Privacy Rule" shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164.
- f. "Protected Health Information" or "PHI" shall have the meaning given to such term under HIPAA and the HIPAA Regulations in 45 C.F.R. Parts 160, 162 and 164, including, but not limited to 45 C.F.R. §160.103.

- g. "Security Rule" shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164.
- h. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164.

- 2. Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for purposes state in Appendix A, except as otherwise stated in this Agreement.

NO OTHER USES OR DISCLOSURES OF PHI ARE PERMITTED.

3. BUSINESS ASSOCIATE OBLIGATIONS:

- a) **Security and Privacy Provisions Applicable to Business Associate.** Business Associate shall abide by the security and privacy provisions applicable to Covered Entities which are made applicable to the Business Associate by 42 USCS § 17931 and 17934.
- b) **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement or as Required by Law.
- c) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.
- d) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to the Covered Entity's Privacy Officer, or his designee, and the Covered entity's legal office, within two (2) days of discovery any Breach or use or disclosure of PHI not provided for or allowed by this Agreement (unless some more stringent standard applies under this Contract). Business Associate agrees to conduct reasonable diligence to discover improper use or disclosure of PHI.

Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the first day on which it is known to the Business Associate (including any person other than the person committing the Breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate (or such person) to have occurred.

- d) Reports Of Security Incidents.** In addition to following the Breach notification requirements in section 13402 of the HITECH Act and related regulations and guidance, Business Associate shall report to Covered Entity's Privacy Officer, or his designee, within two (2) days of discovery any Security Incident of which it becomes aware.
- e) Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.
- f) Right Of Access To PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within five (5) business days of receiving a written request from the Covered Entity or individual. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within two (2) business days. Business associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524, 42 USCS § 17936(e), and other applicable laws.
- g) Amendment And Incorporation Of Amendments.** Within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526 and other applicable laws. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.
- h) Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528, 42 USCS § 17935(c), and other applicable laws. Such records shall include, for each

disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date that is six (6) years prior to the request or April 14, 2003, whichever is later. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures, or within such other time as may be dictated by applicable law.

- i) Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations.
- j) Return Or Destruction Of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- k) Maintenance of PHI.** Notwithstanding Section 5(j) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under §5(h) of this Agreement for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- l) Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the Privacy Rule. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or the Privacy Rule.
- m) Training.** Business Associate will train all members of its workforce on its policies and procedures with respect to PHI as necessary and appropriate for the workforce members to carry out the functions required by this contract.
- n) Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or other applicable laws.

- o) Grounds For Breach by Covered Entity.** Upon Business Associate's knowledge of a material breach by Commonwealth of this Business Associate Agreement, Business Associate shall notify Commonwealth of such breach and Commonwealth shall have at least thirty (30) days to cure such breach. In the event Commonwealth does not cure the breach, Business Associate shall have the right to report the violation to the Secretary. Notwithstanding any other language in this Agreement, the parties agree that termination by the Business Associate is infeasible.
- p) Grounds For Breach.** Any non-compliance by Business Associate with this Agreement or the Privacy or Security Rules will automatically be considered to be a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance. Business Associate shall have thirty (30) days to cure such breach from the date of notice to cure by the Commonwealth. In the event Business Associate does not cure the breach, the Commonwealth shall have the right to immediately terminate this Agreement and the underlying agreement. If termination is infeasible, the Commonwealth shall report the violation to the Secretary.
- q) Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.
- r) Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Agreement and applicable law.
- s) Privacy Practices.** The Department will provide and Business Associate shall immediately begin using any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Department. The Department retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

4. OBLIGATIONS OF COVERED ENTITY:

- a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with applicable laws, as well as changes to such notice.
- b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. MISCELLANEOUS:

- a. **Regulatory References.** A reference in this Appendix to a section in the Privacy or Security Rules means the section as in effect or as amended as reasonably determined by the Covered Entity.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Appendix from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under section 5(i) of this Appendix shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Appendix shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules as reasonably determined by the Covered Entity.
- e. **Changes in Law.** Business Associate shall comply with all applicable privacy and security rules and regulations, including but not limited to HIPAA regulations and the HITECH Act and HITECH regulations which are now in effect or which take effect during the term of this contract.

Appendix A to Commonwealth of Pennsylvania Business Associate Agreement

**Permitted Uses and Disclosures
of Protected Health Information**

1. Purpose of Disclosure of PHI to Business Associate: To allow _____ to meet the requirements of Contract # _____.
2. Information to be Disclosed to Business Associate: _____.
3. Use to Effectuate Purpose of Agreement: _____ may use and disclose PHI to the extent contemplated by Contract # _____, and as permitted by law with Commonwealth approval and guidance.

EXHIBIT C

PA Supplier ID Number: _____

**AGREEMENT BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
ACTING BY AND THROUGH THE GOVERNOR'S OFFICE OF ADMINISTRATION
AND**

This Agreement by and between _____ (Licensor) and the Commonwealth of Pennsylvania, acting by and through the Governor's Office of Administration (Commonwealth) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

This Agreement sets forth the Commonwealth of Pennsylvania's Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. This document, including the Software License Agreement attached as Exhibit A, constitutes the Agreement between the Licensor and the Commonwealth. The terms and conditions set out below in these Software License Requirements, supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached Exhibit A, which is incorporated herein by reference.

- 1. Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "Commonwealth Agency" as defined by the Commonwealth Procurement Code, 62 Pa. C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.
- 2. Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, (Commonwealth), without regard to principles of conflict of laws. Venue for any actions will be in the appropriate court in the Commonwealth.

3. Indemnification: The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. Neither this provision nor any other provision in the Contract shall not be construed to limit the sovereign immunity of the Commonwealth.

4. Patent, Copyright, Trademark, and Trade Secret Protection:

(a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement ("Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it

requests that the Commonwealth provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If OAG does not delegate the right of defense to Licensor, upon written request from the OAG, the Licensor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- (c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.
- (d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.
- (e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.

- (g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- (h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;
 - (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming:

Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus"). However, the licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- (a) the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- (b) the licensed products has not been modified by any party other than Licensor;
- (c) the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licensor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the total dollar amount of purchase orders issued for licensed products and services covered by this Agreement. This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;
- (4) damage to real property or tangible personal property for which the Licensor is legally liable;
- (5) the Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection; or
- (6) the Licensor's indemnity of the Commonwealth for data breach.

In no event will Licensor be liable for consequential or incidental damages unless otherwise specified in the RFP. Licensor will not be liable for damages due to lost records or data.

7. Payment: The Commonwealth will make purchase through its software reseller as the Commonwealth's agent by way of a purchase order, which shall control with regard to payment amounts and provisions. The Commonwealth's obligation is to pay its reseller in accordance with the purchase order and Licensor shall look to the Commonwealth's reseller for payment.

8. Termination:

(a) Licensor may not terminate this Agreement for non-payment.

(b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience).

9. Background Checks: Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to the Commonwealth's IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&&PageID=45862_1&level=2&css=L2&mode=2. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its Agreement with the Commonwealth.

10. Confidentiality: Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing

what is considered confidential information. Neither the Agreement nor any pricing information related to the Agreement will be deemed to be confidential.

- 11. Publicity/Advertisement:** The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
- 12. Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- 13. Taxes-Federal, State and Local:** The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.
- 14. Commonwealth Audit Responsibilities:** Commonwealth will maintain, and promptly provide to Licensor upon its request, accurate records regarding use of the software by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the software, the Commonwealth will notify Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for any unauthorized use of the software by any individuals employed by or performing services for Commonwealth is the requirement that it purchase additional licenses for the product through its reseller.

Commonwealth will perform a self-audit upon the request of Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). Commonwealth shall notify Licensor of the True up number no later than 45 calendar days after the request that the Commonwealth perform a self-audit. If the user count has increased, Commonwealth will make an additional purchase of the

product through its reseller, which is equivalent to the additional users. This section sets out the sole software license audit right under this Agreement.

- 15. List of Licensed Products:** Attached hereto and made a part hereof by this reference is Attachment A, which sets out a list of products that may be licensed under this Agreement. With the consent of Commonwealth, the list of products on Attachment A may be changed by Licensor providing Commonwealth with a revised Attachment A that adds the new product to the list. In Commonwealth's discretion, its consent may be provided either via written communication directly to the Contractor or by providing a copy of its notice to its reseller to update Attachment A.

No amendment will be required to add a new product to the list. If, however, the Licensor desires to add a product to the list that requires different license terms, a new agreement will be required.

16. Right to Know Law:

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Licensor's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Licensor using the legal contact information provided in this Agreement. The Licensor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Licensor's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Licensor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Licensor shall:
 - (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Licensor's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- (d) If the Licensor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Licensor considers exempt from production under the RTKL, the Licensor must notify the Commonwealth and

provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Licensor explaining why the requested material is exempt from public disclosure under the RTKL.

- (e) The Commonwealth will rely upon the written statement from the Licensor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Licensor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (f) If the Licensor fails to provide the Requested Information within the time period required by these provisions, the Licensor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Licensor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Licensor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Licensor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Licensor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Licensor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Licensor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Licensor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Licensor has Requested Information in its possession.

17. Third party software. If the software utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers, such licensing terms, acknowledgements or disclaimers must be attached to Exhibit A of this Agreement. The parties agree that the Commonwealth, by agreeing to incorporate third party software agreements, does not agree to any terms and conditions of the incorporated third party software agreements that are inconsistent with these Software License Requirements.

18. Attorneys' Fees: The Commonwealth will not pay attorneys' fees incurred by or paid by the Licensor.

19. Controversies.

- (a) In the event of a controversy or claim arising from the Agreement or Purchase Order, the Licensor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- (b) If the Licensor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Licensor. The contracting officer shall send his/her written determination to the Licensor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement or Purchase Order.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

Witness:

Licensor:

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

As a corporate entity, please have either the president or vice president and either the secretary/assistant secretary or treasurer/assistant treasurer of the corporation sign. If any other person has authority to execute contracts, that person may sign, but a copy of the document or documents conferring that authority (such as by-laws or corporate resolution) must be sent with this agreement when returning it to the Office of Administration.

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ADMINISTRATION**

See paragraph 12

APPROVED:

See paragraph 12
Comptroller

APPROVED AS TO FORM AND LEGALITY:

See paragraph 12
Office of Chief Counsel

See paragraph 12
Office of General Counsel

See paragraph 12
Office of Attorney General

ATTACHMENT 1

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth additional products may be added to this attachment by Licensor providing Commonwealth with a new copy of this Attachment 1.

Licensed Product:

The Licensed Product includes (list all titles covered by this agreement)

**REQUEST FOR PROPOSALS FOR
ELECTRONIC PAYMENT PROCESSING**

ISSUING OFFICE



**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT
555 Walnut Street
Forum Place, 6th Floor
Harrisburg, PA 17101**

RFP NUMBER

6100033736

DATE OF ISSUANCE

October 23, 2015

**REQUEST FOR PROPOSALS FOR
ELECTRONIC PAYMENT PROCESSING**

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APPENDIX J – SERVICE LEVEL AGREEMENTS (SLA’s)	
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APPENDIX L – JUNE 2015 PNCMS FINAL INVOICE	

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date/Time
Deadline to submit Questions via email to Jennifer Habowski at jhabowski@pa.gov .	Potential Offerors	November 06, 2015 at Noon
<p>Pre-proposal Conference — Optional Department of General Services 555 Walnut Street Forum Place 6th Floor, Conference Room #1 Harrisburg, PA 17101</p> <p><i>**NOTE** Public parking in the Forum Place Parking Garage is not available. There is public parking in the Fifth Street Parking Garage which is located across the street from the Forum Place or on the street at the meters. Parking fees are the Offerors' responsibility.</i></p>	Issuing Office/Potential Offerors	November 16, 2015 2:00 pm – 4:00 pm
Answers to Potential Offeror questions posted to the DGS website (http://www.dgsweb.state.pa.us/RTA/Search.aspx) no later than this date.	Issuing Office	November 23, 2015
Please monitor website for all communications regarding the RFP.	Potential Offerors	On Going
Sealed proposal must be received by the Issuing Office at PA Department of General Services Bureau of Procurement Attn: Jennifer Habowski/RFP 6100033736 555 Walnut Street Forum Place, 6th Floor Harrisburg, PA 17101	Offerors	December 11, 2015 3:30 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Department of General Services’** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Electronic Payment Processing** (“Project”).

I-2. Issuing Office. The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth.

The sole point of contact in the Commonwealth for this RFP shall be:

Jennifer L. Habowski, Issuing Officer
Department of General Services
Bureau of Procurement
Forum Place, 6th Floor, 555 Walnut Street
Harrisburg, PA 17101
jhabowski@pa.gov

Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is seeking proposals from qualified Offerors for the acceptance, processing and support services of electronic payments for the Commonwealth of Pennsylvania. The use of the term “Commonwealth” or agency throughout this work statement shall constitute any agency, department, commission, board, etc. accepting electronic payments. Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a **Fixed Price** contract containing the Contract Terms and Conditions as shown in **Part V** of the RFP. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **three (3)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is optional.

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP 6100033736 Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website at <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Supplier%20Service%20Center/Pages/default.aspx>.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **eight (8) paper copies [one marked “ORIGINAL”] of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Small Diverse Business (SDB) participation submittal.** In addition to the paper copies of the proposal, Offerors shall submit one **complete and exact** copy of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix A** to this RFP) and the Proposal Cover Sheet is attached to the Offeror’s proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror’s proposal for award, the contents of the selected Offeror’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business Information. The Issuing Office encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bsbo@pa.gov
Website: www.dgs.pa.gov

The Department's directory of BDISBO-verified minority, women, veteran and service disabled veteran-owned businesses can be accessed from: [Searching for Small Diverse Businesses](#).

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. When responding to questions and requirements presented in this RFP, the Offeror is warned against the use of technical jargon without further explanation. Offeror responses should be concise and understandable by a "non-technical" audience. Pamphlets, brochures or other marketing material **should not** be included with Offeror's response.

I-15. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Oral Presentations. Offerors will be required to present a live demonstration of the online reconciliation system. Offerors will be provided up to 1.5 hours for their live system demonstration. The Issuing Office will schedule the demonstrations and provide a list of items to be demonstrated. Offerors may not hand out any documentation at the presentation.

I-18. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-19. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix B** of the RFP for a Trade Secret Confidential Proprietary Information Notice Form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-20. Best and Final Offers.

A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule further oral presentations;
2. Request revised proposals;
3. Conduct a reverse online auction; and
4. Enter into pre-selection negotiations.

B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
2. Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
3. Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The issuing office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.

D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Small Diverse Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

I-21. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-22. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-23. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-23.**

I-24. Term of Contract. The term of the contract will commence on the Effective Date and will end five (5) years after the effective date. The Commonwealth shall have the option to renew the Contract for an additional five (5) one (1) year renewals. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-25. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential Offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential Offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-26. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-27. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See Section I-28 of this RFP).

I-28. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Supplier%20Service%20Center/Pages/default.aspx>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

I-29. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-30. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITP's) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITP's may be found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical submittal, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.

I-31. COSTARS PROGRAM.

COSTARS Purchasers. Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS

Members. DGS has identified this Contract as one which will be made available for COSTARS Members' participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. **A "local public procurement unit" is:**

- a) Any political subdivision (local government unit), such as a municipality, school district, or commission;
- b) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- c) Any tax-exempt, nonprofit educational institution or organization;
- d) Any tax-exempt, nonprofit public health institution or organization;
- e) Any nonprofit fire, rescue, or ambulance company; and
- f) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area of government, or an organization that receives public grant funds).

2. **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**

- a) The Pennsylvania Turnpike Commission;
- b) The Pennsylvania Housing Finance Agency;
- c) The Pennsylvania Municipal Retirement System;
- d) The Pennsylvania Infrastructure Investment Authority;
- e) The State Public School Building Authority;
- f) The Pennsylvania Higher Education Facilities Authority, and
- g) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the Procurement Code.

However, elements of the court system, the General Assembly, and independent agencies, boards, or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services, and construction.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the

Contract can be found at
<http://www.costars.state.pa.us/SearchCOMember.aspx>.

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The selected Offeror understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to the selected Offeror Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between the selected Offeror and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
Department of General Services Self-Certified Small Business Bidder	\$500
All Other Bidders	\$1,500

1. Each Offeror electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form (**Appendix C** of the RFP) with its bid submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services Self-Certified Small Business, a copy of its active Small Business Procurement Initiative (SBPI) certificate must be included with the bid submittal.
2. At the beginning of each Contract year and upon any Contract renewal, the selected Offeror shall submit a check for the required amount, payable to “Commonwealth of

PA”. The selected Offeror must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the selected Offeror is a Department of General Services Self-Certified Small Business, a copy of its active SBPI certificate must be included with the Administrative Fee for each contract year and upon each renewal.

F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the selected Offeror may use the COSTARS Brand only as permitted under in this Subsection.

1. The selected Offeror shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.

2. DGS grants the selected Offeror a nonexclusive license to use the COSTARS Brand, subject to the following conditions:

a) The selected Offeror agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.

b) The selected Offeror agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.

c) The selected Offeror is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The selected Offeror may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the selected Offeror as a COSTARS vendor, and only so long as the required Contract fee is kept current.

d) Should this Contract terminate for any reason, the selected Offeror agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.

e) The selected Offeror agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the selected Offeror’s use of the COSTARS Brand.

f) The selected Offeror agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Selected Offeror

expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Selected Offeror shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Selected Offeror shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

1. The Selected Offeror shall submit the reports via the web-based COSTARS Suppliers' Gateway at www.costars.state.pa.us. If a Selected Offeror does not have access to the Internet, the Selected Offeror shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.

2. For each PO received, the Selected Offeror shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.

3. DGS may suspend the Selected Offeror's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.costars.state.pa.us.

1. If the Selected Offeror is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.costars.state.pa.us, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail: GS-PACostars@state.pa.us

I-32. Participating Addendum with an External Procurement Activity. For this RFP, the participation of an External Procurement Activity is limited to Electronic Payment Processing Only. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. § 1902, permits

external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

A. **Definitions.** The following words and phrases have the meanings set forth in this provision:

1. *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. §1901]. An agency of the United States is an external procurement activity.”
2. *Participating addendum:* A bilateral agreement executed by the Selected Offeror and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
3. *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”
4. *Purchasing agency:* The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

B. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Selected Offeror shall not be required to enter into any participating addendum.

C. **Additional Terms.**

1. A participating addendum may include additional terms that are required by the law governing the external procurement activity.
2. A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
3. The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
4. If an additional term requested by the external procurement activity will result in an increased cost to the Selected Offeror, the Selected Offeror shall adjust its pricing up or down accordingly.

- D. **Usage Reports on External Procurement Activities.** The Selected Offeror shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Selected Offeror, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.
- E. **Electronic Copy of Participating Addendum.** The Selected Offeror, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8;**
- B. Small Diverse Business participation submittal, in response to RFP **Part II, Section II-9;** and
- C. Cost Submittal, in response to RFP **Part II, Section II-10.**

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

II-4. Prior Experience. Include experience in the processing of electronic payments, including those of any proposed subcontractors. The description should address experience with other governmental agencies and engagements similar to the size and scope of the work requested in this RFP. Provide detailed project descriptions, including contract duration, Offeror role and accomplishments. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Offeror shall include a listing of all Electronic Payment Processing contracts (similar to size and scope of the Commonwealth) since 2010, and specify the following: the other party to the contract; the contract value; and the name, title, address, phone number and email address of the responsible official of the customer, company, or agency who may be contacted. List up to three government references specific to the hosted payment solution proposed in the proposal.

The Offeror must provide a list of every contract with any entity, public or private, (similar to size and scope of the Commonwealth) since 2010 that has ended prior to the end date of the initial contract term or prior to the end of any subsequent term or renewal option. Include the following for each listed contract:

- The contracting entity;
- Nature of the contract;
- Value or dollar amount of the contract;
- Intended initial term and any subsequent term(s) or renewal option(s) contemplated by the contract;
- Stage at which the contract was ended, canceled, or terminated;
- Reason for ending, canceling or terminating the contract; and
- Name, title, address, phone number, and email address of the responsible official of the customer, company, or agency who may be contacted for verification of the provided information or for additional information.

II-5. Personnel. Include the number of executive and professional personnel, business analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. The Offeror shall describe the proposed organization structure, function and the contractual reporting responsibilities. For key personnel (Project Manager and Account Manager), include the employee's name and, through a resume or similar document, the Project personnel's education and experience in implementing and managing the processing of electronic payments. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

II-6. Training. If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

II-8. Objections and Additions to Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Part V**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Part V**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Part V**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Part V or to other provisions of the RFP as specifically identified above.**

II-9. Small Diverse Business Participation Submittal.

A. To receive credit for being a Small Diverse Business or for subcontracting with a Small Diverse Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Small Diverse Business qualification in the Small Diverse Business participation submittal of the proposal, as indicated below:

A Small Diverse Business verified by BDISBO as a Small Diverse Business must provide a photocopy of its DGS issued certificate entitled "Notice of Small Business Self-Certification and Small Diverse Business Verification" indicating its diverse status.

B. In addition to the above certificate, the Offeror must include in the Small Diverse Business participation submittal of the proposal the following information:

1. **All** Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
 2. **All** Offerors must include a dollar value which represents the total value that the Offeror commits to paying to Small Diverse Businesses (SDBs) as subcontractors. To support its total dollar value SDB subcontractor commitment, Offeror must also include:
 - a) The dollar amount of each subcontract commitment to a Small Diverse Business;
 - b) The name of each Small Diverse Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Diverse Business.
 - c) The services or supplies each Small Diverse Business will provide, including the timeframe for providing the services or supplies.
 - d) The location where each Small Diverse Business will perform services.
 - e) The timeframe for each Small Diverse Business to provide or deliver the goods or services.
 - f) A subcontract or letter of intent signed by the Offeror and the Small Diverse Business (SDB) for each SDB identified in the SDB Submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relates to the project, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided. In addition, the subcontract or letter of intent must identify the dollar value that each SDB will receive as provided in the Offeror's Cost Submittal. Attached is a letter of intent template (**Appendix D**) which may be used to satisfy these requirements.
 - g) The name, address and telephone number of the primary contact person for each Small Diverse Business.
 3. The total dollar value and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.
 4. **All** Offerors must include the name and telephone number of the Offeror's project (contact) person for the Small Diverse Business information.
- C. The Offeror is required to submit **two** copies of its Small Diverse Business participation submittal. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.
- D. A Small Diverse Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

- E. An Offeror that qualifies as a Small Diverse Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

II-10. Cost Submittal. The information requested in this **Part II, Section II-10** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The total proposed cost shall be broken down into the components set forth in **Appendix E - Cost Submittal**. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

In order to assist Offerors in formulating their cost, the existing applications and historical volume of transactions is presented in **Appendix F – Existing Applications**. This information is provided for use in development of the cost submittal and should NOT be considered a guarantee of transactions or dollar amounts. Furthermore, the inclusion or omission of a state agency in this list is not necessarily indicative of that agency's participation in the debit/payment card program.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-11. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix G** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

II-12. COSTARS Program Election to Participate. Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the COSTARS Program Election to Participate form contained in **Appendix C** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the Technical Submittal only if the Offeror elects to participate in the program.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business participation submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **50%** of the total points. Evaluation will be based upon the following in order of importance:
 - **Understanding the Problem/Soundness of Approach**
 - **Offeror's Qualifications**
 - **Personnel Qualifications**

The final Technical scores are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **30%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

C. Small Diverse Business Participation:

BDISBO has established the weight for the Small Diverse Business (SDB) participation criterion for this RFP as **20%** of the total points. Each SDB participation submittal will be rated for its approach to enhancing the utilization of SDBs in accordance with the below-listed priority ranking and subject to the following requirements:

1. A business submitting a proposal as a prime contractor must perform 60% of the total contract value to receive points for this criterion under any priority ranking.
2. To receive credit for an SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.

Priority Rank 1: Proposals submitted by SDBs as prime Offerors will receive 150 points. In addition, SDB prime Offerors that have subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Subcontracting commitments to additional SDBs are evaluated based on the proposal offering the highest total dollar value SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total dollar value SDB subcontracting commitment within this ranking.

Priority Rank 2: Proposals submitted by SDBs as prime contractors, with no subcontracting commitments to additional SDBs, will receive 150 points.

Priority Rank 3: Proposals submitted by non-small diverse businesses as prime contractors, with subcontracting commitments to SDBs, will receive up to 100 points.

SDB subcontracting commitments are evaluated based on the proposal offering the highest total dollar value SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total dollar value SDB subcontracting commitment within this ranking.

Priority Rank 4: Proposals by non-small diverse businesses as prime contractors with no SDB subcontracting commitments shall receive no points under this criterion.

To the extent that there are multiple SDB Participation submittals in Priority Rank 1 and/or Priority Rank 3 that offer subcontracting commitments to SDBs, the proposal offering the highest total dollar value SDB subcontracting commitment shall receive the highest score (or additional points) available in that Priority Rank category and the other proposal(s) in that category shall be scored in proportion to the highest total dollar value SDB subcontracting commitment.

D. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx>.

Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror which fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the

Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final small diverse business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each, in descending order.
- C. The Issuing Office must select for contract negotiations the Offeror with the highest overall score; PROVIDED, HOWEVER, THAT AN AWARD WILL NOT BE MADE TO AN OFFEROR WHOSE PROPOSAL RECEIVED THE LOWEST TECHNICAL SCORE AND HAD THE LOWEST COST SCORE OF THE RESPONSIVE PROPOSALS RECEIVED FROM RESPONSIBLE OFFERORS. IN THE EVENT SUCH A PROPOSAL ACHIEVES THE HIGHEST OVERALL SCORE, IT SHALL BE ELIMINATED FROM CONSIDERATION AND AWARD SHALL BE MADE TO THE OFFEROR WITH THE NEXT HIGHEST OVERALL SCORE.
- D. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV
WORK STATEMENT

IV-1. Objectives.

A. General.

The Commonwealth is seeking to obtain proposals from qualified Offerors for the acceptance, processing and support services of electronic payments on behalf of the Commonwealth of Pennsylvania, which includes but is not limited to the agencies, boards, commissions, departments, etc. Electronic payments are accepted for items such as payments for admissions, fees, filings, licenses, permits, taxes, merchandise, and other services. Electronic payments include, but are not limited to:

Electronic payments currently in use:

- Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover) by Point of Sale (POS), Phone, Mail, Fax, Internet, and Interactive Voice Response (IVR)
- On-line and Off-line Debit Cards, combination debit/payment cards by POS
- Automated Clearing House (ACH)
- Gift Cards

Current and future electronic payments methods including those where the card is present or not present fall under the scope of this agreement including those listed below but not limited to:

- Chip & Signature
- Chip & Pin
- E-Check
- Check Scanners
- Online payment options (Pay Pal, Apple Pay, etc)
- Hosted Payment Solution/check-out page
- Web Services API
- Electronic Benefit Transfer (EBT)
- NEAR FIELD Communications (NFC), e.g. Mobile Pay, Card Readers, Cellular, WIFI, etc.
- Tokenization

- Address Verification for non-present cards
- Terminal Registers, including pin pads
- Recurring payment options (i.e. subscriptions, automatic monthly withdrawals)

The Commonwealth reserves the right to process non-bank cards directly to credit card companies.

B. **Specific.** The objectives are to:

1. Provide the taxpayers and customers of government an expanded choice of secure payment methods.
2. Enhance customer service and convenience.
3. Achieve operational efficiencies in its depository functions through the application of a variety of electronic payment technologies.
4. Expedite availability and access to funds in order to more efficiently manage the day-to-day cash operations of the Commonwealth.
5. Reduce bank processing charges and to reduce the costs associated with the return and collection of bad checks.
6. Contract with an Offeror that will provide for electronic payment acceptance, processing and development as technology, relevant laws, regulations and industry practices evolve and to deliver technical support for agency application development using new technology.
7. Provide marketing, training, and problem resolution.
8. Provide specialized reporting, specialized information requirements, and accounting assistance.
9. Deliver to individual Commonwealth agencies specialized technology and customized information reporting functions.
10. Adhere to agency-specific statutory requirements relating to the acceptance of electronic transfer of funds and payment cards.
11. Deliver, configure and maintain a PCI-compliant fully outsourced online payment transaction mechanism utilizing payment applications that are securely hosted by the selected Offeror where cardholder data is fully transmitted, processed and or stored by Offeror and card data environment (CDE) is not handled by the Commonwealth.

IV-2. Nature and Scope of the Project.

The Commonwealth is dependent upon the successful collection of revenue to maintain its operations. The Commonwealth operates within unique fiscal, legal and operating requirements that are not present in normal commercial, business, corporate, and private business environments. The following are examples of the Commonwealth's unique requirements:

- The existence of legal statutes and accounting regulations that currently require the Commonwealth to collect gross, not net, revenues.
- The setting of Commonwealth fees by legislative statute or regulation, with no allowance for adjusting fees to cover processing costs.
- The nonprofit nature of governmental entities, which precludes the option of paying processing fees from profits.
- The non-discretionary nature of many government fees, i.e. taxes, that citizens are required to pay resulting in the need to keep these fees as low as possible.

Offerors shall propose the most cost-effective and reliable services without interruption to the current systems, which includes providing common interfaces with existing and Commonwealth computer applications described in **Appendix F – Existing Applications**. Offerors shall describe in their proposal any enhancements that will benefit the current systems.

IV-3. Requirements. Offerors must acknowledge each of the requirements below and, if applicable, **describe how the requirement will be met.**

A. Contractor Capabilities.

1. Offeror's International Individual Bank Fitch rating must be a "B" (Strong Bank) or higher **OR** has a Long Term Credit Fitch Rating of "BBB" (Good) or higher.

Offerors must provide their current Fitch Rating in the proposal response.

2. At the time of proposal submission, the Offeror's system must be able to provide electronic authorization, data capture and processing of **all** of the payment cards/methods as outlined in IV-1 A. General.
3. The selected Offeror or its merchant processor must be certified to work with the ACI RCS payment switch. The PLCB currently utilizes the ACI technology.

B. Compliance. The selected Offeror must agree to and abide by:

1. All federal laws and regulations for the processing of electronic payment transactions.
 - a) During the term of the Contract, the selected Offeror must notify the Commonwealth of any changes to federal or credit/debit card company rules and regulations, bylaws, or any other related materials that will affect processing of debit/payment card transactions. The selected Offeror must provide this information to the Contract Administrator and may be required to provide this information to each Commonwealth merchant.
 - b) The selected Offeror must provide the notice as described in subparagraph (a) above within five (5) business days of the selected Offeror's receipt of same, but in no event shall such notice be given less than thirty (30) days prior to the effective date of such changes.
2. PCI Data Security Standards.
 - a) Offerors must propose a software-as-a-service (SAAS) hosted payment page mechanism for use with existing online applications that processes online financial transactions from citizens. This solution must ensure that payment card data is not traversing the commonwealth network and is separate and apart from agency IT applications and meets Commonwealth data in transit and data at rest security requirements.
 - b) The SAAS based hosted payment application page must be Payment Application Data Security Standard (PA-DSS) compliant and must be audited for SSAE 16 certification.
 - c) The selected Offeror is obliged to adhere to all applicable law, regulations, and industry standards, including the Payment Card Industry Data Security Standard (PCI DSS). Moreover, the provider certifies that their information technology practices conform to and meet Level 1 PCI DSS standards as defined by the PCI Security Standards Council at https://www.pcisecuritystandards.org/security_standards/index.php
 - d) Offerors must provide, in their proposal, a copy of their three most recent PCI Data Security Standards (PCI DSS) Attestation of Compliance reports and a copy of their latest SSAE 16 SOC 2 certification.
 - e) The Offeror will monitor these PCI DSS standards and its information technology practices and the Offeror will notify the commonwealth within one week if its practices should not conform to such standards. The Offeror will provide an Attestation of Compliance (AoC) to attest to meeting this

requirement and agrees to the commonwealth's right to audit either by the commonwealth or an external 3rd party auditor.

f) Offerors must demonstrate compliance with the PCI Data Security by providing a PCI DSS and PA-DSS AoC (if applicable) as well as the SSAE 16 SOC 2 certification on an annual basis to the Contract Administrator at the contractor's expense. Additional information regarding PCI Compliance Requirements can be located in **Appendix H – Requirements for non-Commonwealth Hosted Applications/Services**.

g) Offeror must accept responsibility, in the form of a written agreement in accordance with PCI-DSS section 12.8.2, for breach and incident response, mitigation, notification and any other action or remedy necessary as a result of an incident or breach. Offeror shall be responsible for all resulting costs and fees, including but not limited to labor, materials, supplies, credit monitoring costs, and fines. Disagreements regarding liability for costs associated with incidents and breaches shall be handled under the Data Breach or Loss provisions of this Contract.

In the event of a breach, the Offeror is required to notify the commonwealth within 1 hour.

h) Offerors, as part of their proposal response, shall describe their approach to the following questions:

- i.) Describe the technical components of the SAAS based hosted payment solution you are proposing.
- ii.) Describe your approach to ensuring the payment processing solution adheres to PCI compliance requirements as aligned to the level of transactions.
- iii.) Describe your approach to ensuring the commonwealth is appropriately notified in the event of any type of data or security breach. Describe if your hosted payment solution has ever been breached, what were the circumstances and how did you address it.
- iv.) Describe how you would approach notifying impacted citizens of a breach with your hosted payment solution.
- v.) Include the last 3 copies of independent audits completed for the hosted payment processing solution you are proposing to the commonwealth under this RFP.

3. NACHA Operating Rules for ACH payments. NACHA Operating Rules are available at <http://www.achrulesonline.org/>.

4. PCI DSS Tokenization Guidelines for transactions utilizing Tokenization. PCI DSS Tokenization Guidelines are available at https://www.pcisecuritystandards.org/documents/Tokenization_Guidelines_Info_Supplement.pdf.

C. IT Requirements. The selected Offeror must agree to:

1. The Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT) as described in Part I-30.
2. The Hosting Requirements as outlined in **Appendix H – Requirements for non-Commonwealth Hosted Applications/Services.**
3. Ensure no payment card data is traversing the commonwealth network when an online payment transaction occurs or when viewed by commonwealth employees in the online reporting tool. All credit card data viewable on screen or in reports must be masked.
4. Develop a transition document that outlines the process and IT requirements for agencies to transition from the current on premise online payment solution (ePay) over to the new SAAS hosted solution provided by the selected Offeror.
5. Provide a transition plan, documentation, training and assistance to the commonwealth regarding how to configure the hosted payment solution to work with existing IT applications.
6. Deploy a highly available SAAS based hosted payment engine that includes failover in the event of a system disruption (high availability).
7. Provide for multiple automated payment interfaces from an existing IT application – including online payment, mobile app payment and mobile device payment.

D. System Requirements. The selected Offeror's system must be able to:

1. Accommodate all of the data collection methods listed in IV-1, A.
2. Provide a seamless transition from the government application (ePay.net) to the electronic payment solution provider. The commonwealth is interested in transitioning away from ePay.Net to a SAAS based hosted payment solution developed, maintained and supported by the selected Offeror. ePay.NET may continue to be used until the Offeror's hosted payment solution is available. Therefore, any solution must also adhere to all of the following requirements for the Commonwealth's EPay.net:
 - a) Support XML-based transactions.
 - b) Provide an Application Program Interface (API) Guide. Offerors must provide a link to the Offeror's API Guide. If a link cannot be provided, a copy of the Offeror's API Guide must be included in the Offeror's proposal.

- c) Provide detailed transaction error messages for failure in connecting to the payment gateway for troubleshooting purposes.
 - d) Provide payment gateway availability status upon request and the ability for 24/7 support and monitoring when it is down.
 - e) Provide a single point of contact for all payment gateway service technical support issues and maintenance schedules.
 - f) Provide agency with access to transaction reports for reconciliations, voiding of transactions, retail analysis including fraud detection and financial report to management for all transactions processed via ePay.NET and the selected Offeror's payment gateway.
3. Provide a secure online reporting tool for report generation, inquiry and transaction maintenance (voids, credits, chargebacks, retrievals, rejects, refunds, debit suspense, processor adjustments, duplicates, dispute resolutions, etc.), which is available to all designated end-users. The selected Offerors' reporting tool must include a Dashboard Report solution. This solution will provide graphical and interactive reporting capabilities to agencies, in order to allow agencies to quickly view desired data and drill-down through layers of data. This solution must comply with the commonwealth's current dashboard policy as defined by the dashboard policy in ITP-INF012 (http://www.oa.pa.gov/Policies/Documents/itp_inf012.pdf).

The Commonwealth requires sufficient reports to manage the overall processing of payment options and to evaluate the Commonwealth's progress toward program goals. The types of reports will vary by agency both in the amount of detail needed and in the mechanism for, and frequency of the reports. Reporting must be available at both a summary and detail level. This detail is required for assurance, reconciliations and audit purposes. It also provides the required documentation to support all fees charged. The Contract Administrator, or designee, must be provided access to all agency reports with agencies having a different level of security access.

The online reporting tool shall have the ability to provide:

- Pre-programmed detail and summary reports for the current/unsettled batch and for settled batches by agency application or location.
- User-initiated ad-hoc queries into both current/unsettled batch and settled batches, including declined transactions, with various records election criteria, including transaction date, Commonwealth unique transaction number and ranges, transaction status, payment card type and cardholder name.
- Reconciliation reports. Reports must be available for next day online query/reporting capabilities, including but not limited to daily and monthly reports for posting settled funds to the appropriate account(s) and to reconcile available deposits/funding to net processed transactions.

- Transaction Report. Reports must be available for next day online query/reporting capabilities to analyze all transactions whether initiated by the Commonwealth or the processor. Reports must be able to analyze/drill down to the detail level. Refer to **Appendix I - Transaction Report Detail**.
- Masked Credit Card Data. All credit card data present in any reporting function must be masked
- A consolidated monthly summary roll-up report (Monthly Invoice Report) by the 10th calendar day of each month which includes all prior month transactions or the Contract Administrator must have the ability to extract this information electronically.
- Reports by Transaction Detail as outlined in **Appendix I – Transaction Report Detail**.

All reports, regardless of frequency, must be available electronically. This format requirement must include database search (live query vs. a flat report) based on search criteria. Agencies should be able to download these reports as tab delimited text file format or other file format that may be easily imported into Microsoft Excel and should also be easily available to produce hard copy reports. The PLCB requires the database inquiry format to be in a format that includes store totals, store by card type and transaction by store. Search capabilities must include querying by amount, merchant location, and card number. The selected Offerors online reporting system must provide, at the minimum, the reporting elements listed in **Appendix I – Transaction Report Detail**.

E. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of emergency preparedness:
 - b) Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees)

- c) Identified essential business functions and key employees (within your organization) necessary to carry them out
- d) Contingency plans for:
 - i.) How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii.) How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- e) How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- f) How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

IV-4. Tasks. The Offeror shall describe its work plan for providing the electronic payment processing services listed in Part IV. The Offeror’s proposal shall be written in a manner that each service requested is addressed and is not merely a restatement of the task. The work plan must provide specific information to show the overall statewide operations, and as necessary, address the specific needs of individual agencies. The Offeror is encouraged to supplement the proposal with additional tasks or ideas that may enhance the processing of Commonwealth credit/debit cards and other electronic payments.

For some services, the Commonwealth may not be aware of the latest technology or management systems that will deliver the services at the most efficient and cost-effective levels. Therefore, it is every Offeror’s responsibility to continue to support existing and future applications and to identify and propose the latest technological methods for new applications or applications choosing to convert

A. Implementation.

- 1. **Implementation Process – New and Transitioning Users.** The selected Offeror will be expected to collaborate with designated Commonwealth personnel to develop a comprehensive implementation, which will ensure that the turnover is successful and smooth. The selected Offeror must be capable of making an orderly transition of services without any interruption of service to Commonwealth customers. The selected Offeror must provide a detailed implementation plan for accomplishing all of the work proposed in this RFP. If a “Phased-in” conversion is proposed, the start of the phase-in must be coordinated with the Commonwealth. Offerors must describe their approach to testing, meeting the required timelines for implementation, transitioning issues, and solutions for transitioning from the current Contractor and for transitioning to future phased-in applications. Refer to

Appendix F – Existing Applications for common interfaces with existing and Commonwealth computer applications.

Implementation cannot take place between April and September for DCNR and between October and January for PLCB. These are high volumes periods for the two agencies and preclude transitioning during those times.

2. **Agency Participation Procedures.** Agencies using the electronic payment processing contract for new programs will contact the Contract Administrator, who will provide them with an enrollment package. This package will contain all information an agency needs to have prior to participating in the contract. If an agency contacts the selected Offeror directly, the selected Offeror will direct the agency to the Contract Administrator. The selected Offeror is not authorized to conduct business with any Commonwealth agency without following these procedures.

After an agency receives the enrollment package, the selected Offeror and agency will meet to discuss agency needs and determine services the selected Offeror will offer the agency. The selected Offeror shall notify the Contract Administrator of every meeting held between the agency and the selected Offeror. The Contract Administrator may attend any of these meetings.

3. **Weekly Development Status Report.** The selected Offeror must provide a weekly status report through the implementation date of the program. The report must be emailed to the Contract Administrator by the close of business each Monday for the preceding week. The report shall cover the overall progress of the program's development and will be used throughout the initial development phase of the project and any subsequent expansion of the program. The report shall contain the following information:

- Date of Report
- Project manager name
- Project manager telephone number, fax number, email address
- Brief description of the work accomplished, emphasizing progress made since the last reporting period.
- Description of any unresolved and/or anticipated problems, if any, name of individual assigned to them, anticipated resolution date with recommendation for resolution, and if the issue(s) will impact the implementation schedule.

A weekly meeting shall be held between the selected Offeror, Contract Administrator and agency to discuss weekly reports.

- B. **General Processing Requirements.** This section describes the processing methodology of the electronic authorization and data capture system as well as the communication

network. It includes how individual transaction procedures are accomplished on the part of the Commonwealth personnel using the selected Offeror's system. The system must:

1. Perform an exact validation on the payment card number and the payment card expiration date.
2. Support timeout reversal requests.
3. Ensure that the quality control system uses sufficient information provided by the Commonwealth to recognize each tender as unique.
4. Provide the ability to track an individual order by the Commonwealth's unique transaction number from authorization through adjustment, settlement, funding, and reconciliation reporting.
5. **Authorization/Capture.** The selected Offeror's system must:
 - a. Return authorized/declined data upon receipt of payment authorization, which includes Tokenization or Related recurring payment options.
 - b. Perform an automatic reversal if the transaction times out.
 - c. Accept, store, and return the Commonwealth's unique transaction identifier.
 - d. Support the use of Address Verification Service, 3 digit card validation code (CID), Visa CVV2 data and MasterCard CVC2 data in authorization requests for card not present transactions i.e. Internet, telephone and mail order.
6. **Adjustment/Voids.** The selected Offeror's system must provide the Commonwealth the ability to make adjustments to a transaction before submitting for settlement, including adjustment and cancellation.
7. **Settlement.** (Please refer to **Appendix K – Funds Availability**). The selected Offeror system must:
 - a. Be able to automatically close the batch at a designated time or allow the batch to be manually settled. This time may vary by Commonwealth application.
 - b. Cut off exactly at settlement. *Example:* If auto-settlement is set for 7:00 pm daily, a transaction processed at 7:01 pm should be in the next day's batch.

- c. Generate a unique batch reference number, approval notification, confirmation of settlement/non-settlement and a transaction and authorization report upon settlement.
- d. Provide the ability to reconcile net processed transactions versus funding to the settled batch(es) and bank account by agency application and/or location and to the individual transaction within the settled batch(es). The selected Offeror must provide a detail batch report and transaction totals by issuer report upon settlement. Each settlement batch report must contain, at a minimum, the merchant location/id, unique batch number for that merchant, processing date, type of transaction (sale, refund, and void), type of card used, card number, expiration date, a mount, transaction date and time, the Commonwealth's unique transaction number, address verification if the Commonwealth requests it, approval number, a summary showing total transactions for the day, month, and year, and the approval code for that batch. The system must also report any unprocessed transactions. The selected Offeror must provide the ability for the Commonwealth to securely download the funding file for reconciliation.
- e. Be able to provide the Commonwealth before 11:00 a.m. E.S.T. each day, seven days a week with an amount for the total credit/debit card sales by agency by card type for the preceding business day. For the PLCB/PennDOT, this information must be reported for each store/site location. The selected Offeror must propose a method for documenting this amount on a daily basis.
- f. Identify if a batch has failed. The selected Offeror must have written procedures for the proper handling of suspended (failed) batches. The selected Offeror must be able to advise the Commonwealth in the event the settlement did not process or was not received by the host. This notification should be by fax, phone or e-mail within eight (8) hours. If possible, the selected Offeror should identify the cause of the failed batch in order to prevent future occurrences.
- g. Settle transactions in first-in-first-out order. Example: If transactions # 1 to 1000 were settled resulting in two 500 transaction batches, transactions # 1 to 500 should be in Batch #1 and transactions # 501 to 1000 should be in Batch #2.

8. Credits and Refunds.

- a. The selected Offeror's system must allow the Commonwealth to issue credits in the case of an error in payment amount, card number, return, etc. The system must be able to process and obtain authorization of credit/debit card returns for partial or full credit.

- b.□ The selected Offeror must be able to provide separate reports at multiple levels, so that refunds may be mapped back to a specific agency location or entity, with summaries, details and totals being possible at the agency level.

9.□ **Retrievals/Chargebacks.** Retrieval is defined as a request for sales draft to support a transaction. A chargeback is defined as a transaction in which a cardholder questions and eventually disputes the validity of the transaction posted to his/her statement through his/her issuing bank.

- a.□ The selected Offeror must be able to provide notification by an online reporting tool (for both debit and payment card transactions), fax or e-mail to the end-user agency when a chargeback has been initiated by a cardholder's bank. At a minimum, the following information related to the chargeback must be provided: original transaction date, location, Commonwealth transaction identifier, dollar amount, cardholder's account number, reason for the chargeback, and any letters or affidavits from the cardholder. For the PLCB, the store number must also be provided.
- b.□ The Commonwealth has the right to provide to the selected Offeror any information/documentation to dispute the claim and accept or deny the chargeback. The selected Offeror must be capable of receiving information via fax, e-mail or online. The selected Offeror must confirm via fax or e-mail that the information has been received.
- c.□ The selected Offeror must be able to notify the Commonwealth of the outcome of the chargeback request. If the Commonwealth incurs a chargeback, the selected Offeror must have the ability to debit a bank account designated by the Commonwealth. The selected Offeror must be able to provide notification prior to debiting this account. The Commonwealth may cancel any products or services if a chargeback occurs.
- d.□ The selected Offeror's system must have the ability to report on any previous transaction in its entirety for the purpose of dispute reporting. The selected Offeror's system must have the ability to respond to retrieval requests online.

10.□ **Processing Time/Requirements.** The selected Offeror must submit authorized transactions for draft capture within the time frame(s) required by the applicable Card Association(s) that incur the lowest transaction processing rates.

C.□ **Data Transmission.** The content of transactions will vary based on agency application. The selected Offeror must be able to accommodate various agency applications.

1. The selected Offeror's system must:

- a. Be able to transmit data to the Commonwealth either via the internet or over a private network utilizing TCPIP/FTP protocol.
- b. Be able to import/export EDI ANSI X.12, XML and various other open systems data transfers.
- c. Be able to import/export/transmit data on-line and in batch mode.
- d. Retain payment card data in an encrypted format in accordance with PCI-DSS requirements. This data must only be accessible to authorized Commonwealth personnel.
- e. Provide for tokenization that allows the Commonwealth to maintain secure tokens for future, recurring payment transactions without needing to maintain specific card or account information.

2. The selected Offeror must:

- a. Provide formats of table structures that are made available for interfaces with agency applications.
- b. Be capable of providing timely data processing support in terms of program changes and transmission modifications as may be required and requested by the Commonwealth during the term of this contract.
- c. Demonstrate compliance with PCI Data Security Standards (PCI DSS) by, at minimum, providing the using agency with documentation of the selected Offeror's (and any relevant subcontractors) annual PCI DSS Attestation of Compliance (AoC).

D. **Record Retention and Availability.** The selected Offeror must maintain records and other data as specified in the contract and in such detail as shall properly substantiate claims for payment under a contract and meet electronic payment operating regulations, federal and state laws. This can be up to a maximum of seven years, based on agency application requirements and must be accessible to the agencies via the selected Offeror's system.

E. **Custom Data Files.** The selected Offeror must be able to provide custom data files, if requested by a using agency.

F. **System Assurance.**

- 1. **Test Environment.** The selected Offeror's system must provide a test environment that is an exact duplicate of the production environment. The test environment must be available from at least 7:30 a.m. to 6:00 p.m. Monday

through Friday, and periodically beyond these hours as required by the Commonwealth.

Any changes to the test environment must be submitted to the Commonwealth for review prior to implementation. Any changes deemed to have a negative impact on the processing of Commonwealth test or production transactions may be rejected.

The selected Offeror must provide necessary systems and data access to Commonwealth representatives performing independent verification and validation testing of the system's readiness (including but not limited to applications testing, stress testing, vulnerability testing, security testing, and user ability testing). A certification analyst must be assigned to the Commonwealth's representative within five (5) business days of the Commonwealth's Request.

2. **Acceptance Testing.** Acceptance testing will be performed for the following devices and applications, and other devices that may be added to the Contract upon mutual written consent of the Commonwealth and the selected Offeror. All devices must be certified to the selected Offerors system. These include, but are not limited to:
 - POS Terminals
 - Registers
 - Equipment provided by either the agency or selected Offeror
 - Internet and mobile applications
 - PC Applications (whether or not the software is provided to the agency by the selected Offeror)
 - Interactive Voice Response Systems
 - Other (specify)
3. **Sufficient Processing Capacity.** Sufficient processing capacity is required to meet the Commonwealth's potential volume. Refer to **Appendix E – Cost Submittal** for an estimated transaction volume.
4. **Change Control Process.** The selected Offeror must have in place a Change Control Process for program changes and/or transmission modifications that requires written approval and final sign-off by the Commonwealth. If the selected Offeror plans to make changes to its operating platform that will affect the Commonwealth or will require the Commonwealth to modify its own systems, the Commonwealth and each using agency must be notified in writing 60 days in advance and provide at least 120 days to test the platform and modify its own systems prior to implementation of the platform changes.
5. **Security and Confidentiality.** All materials and information provided to the selected Offeror by the Commonwealth or acquired by the selected Offeror on behalf of the Commonwealth shall be regarded as confidential information in accordance with federal and state laws and ethical standards. The selected Offeror

must provide an electronic system between the selected Offeror and Commonwealth agencies to ensure the security and confidentiality of information passed. The selected Offeror's system must have in place a system of controls and procedures to accurately account for all transactions and occurrences. The selected Offeror must incorporate system security measures to prevent disclosure of information, except as authorized by the Commonwealth in any personally identifiable system user records.

6. **Data Mining.** The selected Offeror shall not sell, use or provide lists of cardholder/customer data for any purposes but those explicitly contemplated in the resulting Contract.

7. **Service Continuity.** The selected Offeror shall maintain seamless, redundant back-up systems, including fail over facilities, in order to facilitate uninterrupted services, exclusive of planned maintenance downtime. Service availability is required 24 hours a day, 365 days a year. The selected Offeror must schedule planned maintenance at non-peak business hours, giving at least one week notice to each using agency for scheduled downtime.

A monthly downtime/failure report must be provided to the Contract Administrator which include the date of the report, period covered, issue number, description of the issue, the time frame of the issue, correction action, status, contact person, and impact analysis.

If the Commonwealth experiences (with the exception of PLCB) service interruptions, face-to-face payment card transactions under \$200 can be processed without obtaining an authorization for the transaction. All other payment card procedures will be followed. The Commonwealth will not be liable for chargebacks for disputed transactions that occur during this time frame.

8. **Back Up Plan.** The selected Offeror must provide notice and detailed incident reports of any network outages, data security breaches, work stoppages, or other payment processing problems. This includes, but is not limited to, systemic problems related to authorizing credit online and human errors that result in duplicated payments or non-payments. The selected Offeror must provide the Commonwealth with near real-time access to incident information via the dashboard. In addition, except as otherwise provided herein, the selected Offeror shall inform the Contract Administrator of all incidents within 24 hours of occurrence or awareness, and shall provide an incident report within 5 business days. Incident reports shall include a description of the incident, the cause, number of customers impacted, duration of the incident, and actions taken to remedy the incident.

9. **Disaster Recovery.** A Disaster Recovery plan must be in place at Contract inception and tested annually to assure that all operations continue during a man-made or natural disaster situation with minimal disruption. **Refer to Appendix H – Requirements for non-Commonwealth Hosted Applications/Services.**

Maximum projected service gaps shall be defined. The plan shall include, but not limited to, a full description of steps to be taken to provide services from an alternate site, if necessary; data protection actions; equipment recovery; resumption of services; restoration of services to the original site; and a projected timeline to accomplish these actions in a hypothetical state of emergency. The plan shall also describe preventative steps put in place to reduce service disruption.

G. **Hardware/Software Requirements.** The selected Offeror must be able to support the hardware and software described in **Appendix F – Existing Applications** and must continue to maintain it throughout the life of the Contract. Any costs associated with fulfilling this requirement must be absorbed by the selected Offeror. In addition, there may be **no** “*Click through terms*” when utilizing a payment gateway

For agencies with new or existing applications, the selected Offeror must be able to provide various types of software and equipment for both card present and card not present transactions.

For internet transactions, the selected Offeror must be able to provide a payment gateway. The selected Offeror must be able to provide the IP Address, URL and port number where the transaction is to be sent.

In the event that the Commonwealth leases equipment, the Commonwealth shall be relieved from all risks of loss or damage to the equipment during the entire period the equipment is in possession of the Commonwealth, except when such loss or damage is due to the direct fault or negligence of the Commonwealth.

H. **Product List.** As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **DO NOT PROVIDE ANY COST IN THE TECHNICAL SUBMITTAL.**

I. **Maintenance Agreement.** The PLCB requires a maintenance agreement for the pin pads. Under this agreement, when a pin pad becomes inoperable, PLCB Help Desk personnel will attempt to isolate and resolve the problem through diagnostic testing. If the problem cannot be resolved, new equipment will be shipped by the PLCB Central Office personnel supplies with PLCB specific Encryption Key Injection and Application Loaded pin pads. Inoperable pin pads will be returned to the depot maintenance area designated by the selected Offeror. This maintenance agreement must cover all cost of the equipment and processing including postage and handling.

The selected Offeror must provide other agencies with a maintenance agreements for all equipment leased and purchased from the selected Offeror to cover all cost of the equipment and processing, including postage and handling. Under this agreement, inoperable equipment will be returned to the depot maintenance area designated by the selected Offeror. If the problem cannot be resolved, the selected Offeror will ship new equipment via overnight delivery.

J. Customer Support. The selected Offeror must provide customer support, technical support, maintenance support and any other customer related services to the Commonwealth consistent with the operating hours of the various Commonwealth agencies. Internet application support is required to be available 24 hours a day, 365 days per year. A toll-free customer support line must be provided by the selected Offeror.

1. **Hours of Availability/Response Time.** The selected Offeror must provide a toll-free customer support line number. Customer support must be available 24 hours a day, 365 days. The selected Offeror must provide a weekly report to include the number of calls received, average response time, and number of calls resolved.

2. **Problem Resolution.** The selected Offeror must have a plan for resolution for Commonwealth issues including points of contact and escalation procedures. The escalation procedures must indicate at what points in time unresolved problems are escalated through the selected Offeror's chain of command. The escalation procedures must indicate the time frames in terms of hours following placement of a call, and include the level of support and management notified at each step. The list for points of contacts shall be updated quarterly and provided to the Contract Administrator via e-mail.

The selected Offeror must be included in any communication between agencies and subcontractors – agencies do not independently contact subcontractors. The selected Offeror must contact the subcontractor the same day the agency's inquiry occurs. The agency should receive a response within 24 hours.

Because of the huge customer impact with the PennDOT and other agency web applications, upon identifying an outage, the selected Offeror must notify all affected agencies within 30 minutes. The notification should include estimated downtime.

3. **Responsibility/Accountability.** The selected Offeror must play an active role in the resolution of any payment processing errors, this includes, but is not limited to, correspondences with affected customers.

4. The selected Offeror should provide all using agencies access to an online problem reporting system that includes the ability to enter, manage, monitor and review problem information.

K. Training. Training is to be provided at both a user and technical support level for Commonwealth staff and shall include both existing as well as new software

requirements. Training rooms will be made available based on availability and should be scheduled at a minimum two weeks in advance. The selected offeror must also provide an online user manual for the reporting tool, including reconciliation, reporting, ad-hoc querying, funding, etc. **Do not provide copies of training materials in the proposal.**

L. **Invoicing.**

1. **Gross, not Netted Revenues.** Currently the Commonwealth is legally required to collect gross, not netted revenues. If an Offeror assists an agency in the collection of revenue, the total of all revenues collected must first be accounted for in the state accounting system prior to payment being made to the selected Offeror (i.e. no “netting” of revenues and fees). There will be no automatic debiting of Commonwealth accounts for contract-related fees.
2. **Monthly Activity Statement.** For all other agencies, the selected Offeror must prepare and submit to each serviced agency a monthly statement of the services provided and costs charged under the resulting Contract. This statement must delineate volumes, rates and charges at both the agency and location within agency (Merchant ID). Please describe rounding for invoice transaction fees.
3. **User-Friendly Invoices.** Invoices must be written in user-friendly language. All terminology should be explained. All charges should reference and be in compliance with the agreed upon fee schedule(s). The Commonwealth Agency should be able to easily match the fees listed on the invoice with the fee schedule(s). No lump sum categories such as “additional fees” or “miscellaneous fees” should appear on the invoice.
4. **Electronic Invoicing.** The selected Offeror must prepare and electronically send an invoice to the Bureau of Accounting and Financial Management in a file format agreed to by the Commonwealth and shall include all services and equipment costs. The specific form, content and recipient addresses of the statement of services provided and the invoice will be mutually determined by the selected Offeror and Contract Administrator. This invoice must be delineated by agency and must detail all costs applicable to each agency, program (application), location (merchant ID), and must provide support for all fees charged.

Invoices should be based upon the previous calendar month’s activity. The sales number used to calculate fees on the invoice should match the sales as reported on the selected Offeror’s system. For a sample of the current invoicing format, refer to **Appendix L – June 2015 PNCMS Final Invoice.**

5. **Payments.** The Commonwealth will approve all invoices for payment and will process a check or ACH payment through the Commonwealth of Pennsylvania’s Treasury Department.

6. **Payments Made in Arrears.** All fees will be paid monthly in arrears.

M. **Customer Payment Card Statements.** The selected Offeror must provide a merchant descriptor on the customer's payment card statement indicating what the payment amount is for as specified by each agency.

N. **Cash Management.**

1. The selected Offeror must credit the Commonwealth account(s) with funds equal to each agency's end-of-day settlement for all bankcard, debit card and other payment transactions (e.g. Visa, MasterCard, Discover and debit card funding) on the next business day from the settlement date. Refer to **Appendix K – Funds Availability** of the RFP. All agencies' end-of-day settlement is defined as a calendar day ending no later than 11:00 p.m. EST. If next business day funding is not available, the selected Offeror must pay interest on the one day that cash is not available. Interest shall be paid on a monthly basis, no later than 10 calendar days after the end of the calendar month. The selected Offeror must pay the interest by either a check made payable to the Commonwealth of Pennsylvania or by an ACH into an account designated by the Commonwealth's Treasury Department. The selected Offeror cannot apply the interest payment against any Commonwealth billings. A monthly report detailing how the interest was calculated and applied to each agency application must be sent to the Commonwealth to support the interest payment. The interest paid will be calculated by using Prime as stated in the Wall Street Journal at <http://www.wsjprimerate.us/>.

For example:

Next Day Funding - An agency's Thursday sales are credited to the Commonwealth account(s) on Friday. An agency's Friday, Saturday and Sunday sales are credited to the Commonwealth account on Monday.

Two-Day Funding – An agency's Thursday sales are credited to the Commonwealth account(s) on Monday. Interest is payable for one day. An agency's Friday, Saturday and Sunday sales are credited to the Commonwealth account on Tuesday. Interest is payable for one day.

Note: The Commonwealth and PLCB separately contract with American Express and the funding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

The selected Offeror must initiate the deposit of the funds as described above through an ACH payment to the Commonwealth's designated depository bank accounts that have been established for electronic payment deposits. The selected Offeror must be able to debit multiple bank accounts as designated by the Commonwealth. Each store's bankcard credit/debit sales are posted as one amount to one affiliate account for each of the PLCB's approximately 600

stores. Funding adjustments must be posted to the appropriate bank account and must be specifically identified. Chargebacks are posted to the chargeback account, upon written notification by the PLCB. Agencies will provide the selected Offeror with its depository bank account information, following approval by the State Treasurer.

- O. **Marketing Materials.** The selected Offeror must provide marketing materials that support public awareness of Commonwealth e-commerce applications and electronic payments. The selected Offeror must work with Commonwealth agencies to develop a collaborative marketing plan that supports public awareness of Commonwealth electronic payments. The marketing plan will include specific marketing activities to be performed by the selected Offeror and the Commonwealth. Marketing programs designed to increase both awareness and usage will be put in place before critical payment periods.
- P. **Future Technologies.** The selected Offeror shall stay abreast of Industry Trends and Developments. In addition, the selected Offeror shall advise the Contract Administrator of new technologies or practices that could benefit the Commonwealth.
- Q. **Contract Administration Meetings.** The selected Offeror shall meet with the Contract Administrator on a quarterly basis to discuss daily operations of the Contract. On a semi-annual basis, the selected Offeror shall meet with the Contract Administrator and the Office of the Budget to review the prior month's services and to discuss any new services available to the Commonwealth. The selected Offeror will prepare and present a semi-annual progress report to the Commonwealth at least two days prior to the scheduled semi-annual meeting, covering any activities and/or problems from the preceding months and shall include any recommendation for improvement on services being provided to the Commonwealth. All meetings may be held via conference call, unless an in-person meeting is requested by the Contract Administrator.
- R. **Turnover.** The selected Offeror must be able to make an orderly transition to a new Contractor upon termination of the Contract. Any data files inherent to the continuation of services must be returned to the Commonwealth or new Contractor in their entirety upon completion of the Contract.

IV-5. Service Level Agreements. The Commonwealth has developed a set of minimum Service Level Agreements, as outlined in **Appendix J**, which the selected Offeror is expected to meet, or exceed, in order to be in good standing on the Contract and to ensure that the Commonwealth is provided with prompt and reliable service. Describe your ability to commit to meeting or exceeding the minimum SLAs.

IV-6. Additional Contract Terms. The Additional Contract Terms supplement the Contract Terms and Conditions. To the extent that the Additional Contract Terms and Conditions conflict with the Contract Terms and Conditions, the Additional Contract Terms and Conditions shall prevail.

1. **Purchase Orders.** All references to a “Purchase Order” in the terms and conditions contained in **Part V** of the RFP shall be substituted with either the term Contract, or the phrase “formal written notice to proceed” as appropriate.
2. **Audit Provision.** The following provision is in addition to 50. Examination of Records, Contract Terms and Conditions.

The Offeror shall also ensure that an independent auditor perform audits of its policies and procedures applicable to the processing of transactions by the systems under this Contract. These audits shall be performed in accordance with Statement on Auditing Standards No. 70 (SOC), Service Organizations Control (SOC) Report (as amended by SAS 88). The initial SOC audit shall be completed for the period commencing with the execution of the contract and ending 12 months after the start of execution date and conducted annually thereafter. The independent auditor shall issue a report on policies and procedures placed in operation and tests of operating effectiveness as defined in SOC.

The Offeror shall submit the SOC audit report to the Office of the Budget within 60 days after the required period of audit has ended. When SOC audit report is other than unqualified, the Offeror shall submit to the Office of the Budget, in addition to the audit report, a plan describing what actions the Offeror will implement to correct the situation that caused the auditor to issue a qualified report, a timetable for implementing the planned corrective actions and a process for monitoring compliance with the timetable.

3. **Liquidated Damages.** The selected Offeror shall adhere to a set of minimum service levels and shall agree to incur service-level damages, including liquidated damages, if Service Level Requirements are not fulfilled. The selected Offeror and the Commonwealth agree that if a service level is not met, the failure will interfere with the operation of the Commonwealth’s program, to the loss and damage to the Commonwealth. Where that damage is not otherwise clearly calculable (as in the overpayment of a claim) and able to be reimbursed as a direct or consequential damage, it is otherwise impractical and extremely difficult to fix the actual damage sustained. The Commonwealth and the selected Offeror therefore presume, in the event of any failure to meet a service level, the amount of damage which will be sustained from the failure will be the amount listed as liquidated damages under **Appendix J – Service Level Agreements**, and that the selected Offeror shall pay such amount as liquidated damages and not as a penalty.

The Commonwealth, at its option, for amounts due the Commonwealth as service-level damages, may deduct the amounts from any money payable to the selected Offeror, or may bill the selected Offeror as a separate item. The Commonwealth shall notify the selected Offeror in writing before deducting such sums from money payable to the selected Offeror. Delivery to the Commonwealth of a product or service that is rejected by the Commonwealth

shall not toll the running of the days for purposes of determining the amount of liquidated damages.

In addition to any liquidated damages due, failure to adhere to the set minimum service levels may constitute cause for termination at the Commonwealth's discretion. Further, should the Commonwealth elect to terminate for cause under this paragraph, the selected Offeror agrees not to challenge the award or conduct of any further Emergency Procurement, Request for Proposal, Invitation of Bid, or other procurement for the type of services listed in this RFP that may be conducted for the next two years.

IV-7. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Small Diverse Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BDISBO. All contracts containing Small Diverse Business participation must include a provision requiring Small Diverse Business subcontractors to perform at least **50%** of the subcontracted work.

The selected contractor's commitments to Small Diverse Businesses made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BDISBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Small Diverse Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BDISBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Diverse Business subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Small Diverse Business participation points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF SMALL DIVERSE BUSINESS STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

**Part V –
CONTRACT
TERMS AND CONDITIONS**

If an award is made to an Offeror, the Offeror shall receive a Contract that obligates the Offeror to furnish the awarded services in accordance with these IT Contract Terms and Conditions:

1. TERM AND SCOPE OF CONTRACT

- (a) The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract (“Term”). The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Contract, whichever is later.
- (b) The Commonwealth reserves the right to execute the Contract, Purchase Orders or any follow-up Contract documents in ink or electronically. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (c) The Contractor shall not start performance until all of the following have occurred: (1) the Effective Date has arrived; (2) the Contractor has received a copy of the fully executed Contract; and (3) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully executed Contract or before the Contractor has received a Purchase Order. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date.
- (d) The Contractor agrees to furnish the requested Services and Supplies to the Commonwealth as such Services and Supplies are defined in the Contract.

2. PURCHASE ORDERS

- (a) The Commonwealth may issue Purchase Orders against the Contract. These orders constitute the Contractor’s authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept Purchase Orders which require

performance in excess of those performance time periods specified in the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

- (b) Purchase Orders will not include an ink signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of the individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.
- (c) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor.
- (d) Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order.
- (e) Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (f) The Commonwealth and the Contractor specifically agree as follows:
 - (1) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (2) Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
 - (3) The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of the Contract or a genuine Purchase Order or acknowledgement that have been issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements shall be in writing and signed by the party bound thereby. The Contract and any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Contract or any genuine Purchase Order or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or Purchase Order or

acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- (4) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

- (g) Purchase Orders under five thousand dollars (\$5,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. The Contractor agrees to accept payment through the use of a Commonwealth Procurement card.

3. DEFINITIONS

- (a) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

- (b) Days. Unless specifically indicated otherwise, days mean calendar days.

- (c) Developed Works or Developed Materials. Except for Contractor's internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.

- (d) Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

- (e) Proposal. Contractor's response to a Request for Proposals (RFP) issued by the Issuing Agency.

- (f) Services. All Contractor activity necessary to satisfy the Contract.

4. CONTRACT SCOPE

- (a) If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and

equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the RFP.

- (b) Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.
- (c) The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Policy ACC001, *Accessibility Policy*. The Contractor shall ensure that Services and Supplies procured under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

5. IDENTIFICATION NUMBER

The Contractor must have a SAP vendor number.

6. ORDER OF PRECEDENCE

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

- (a) The document containing the Contract Signature Page;
- (b) The IT Contract Terms and Conditions;
- (c) The RFP or other solicitation document, with all attachments and addenda; and
- (d) The proposal, as amended by any Best and Final Offer submission accepted by the Commonwealth.

7. CONTRACT INTEGRATION

- (a) This Contract, including the Contract signature pages, together with the proposal and Best and Final Offer, if any, and the RFP and addenda thereto, if any, that are incorporated herein by reference, constitutes the final, complete, and

exclusive Contract between the parties containing all the terms and conditions agreed to by the parties.

- (b) All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.
- (c) There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.
- (e) The Contractor may not require any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Supplies and Services, unless the Commonwealth has approved the terms in writing in advance, and the terms are consistent with this Contract. Any terms imposed upon a user in contravention of this Subsection 7(e) must be removed at the direction of the Commonwealth, and shall not be enforced against the Commonwealth or the user.

8. PERIOD OF PERFORMANCE

The Contractor, for the life of this Contract, shall complete all Services as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services.

9. OPTION TO EXTEND

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

10. SPECIAL REQUIREMENTS

The Commonwealth reserves the right to purchase Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

11. SUBCONTRACTS

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if

Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with a copy of the subcontract agreement between the Contractor and the subcontractor. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

12. OTHER CONTRACTORS

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

13. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14. COMPENSATION

- (a) The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the Commonwealth.
- (b) The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

15. BILLING REQUIREMENTS

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- (a) Vendor name and "Remit to" address, including SAP Vendor number;

- (b) Bank routing information, if ACH;
- (c) SAP Purchase Order number;
- (d) Delivery Address, including name of Commonwealth agency;
- (e) Description of the supplies/services delivered in accordance with SAP Purchase Order (include line item number);
- (f) Quantity provided;
- (g) Unit price;
- (h) Price extension;
- (i) Total price; and
- (j) Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

16. PAYMENT

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
 - (1) the date on which payment is due under the terms of the Contract; or
 - (2) forty-five (45) calendar days after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed).

The payment date shall be the date specified on the invoice if later than the dates established by (1) and (2) above.

- (b) Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and

inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

(c) Electronic Payments

- (1) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- (2) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- (3) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

17. ASSIGNABILITY

- (a) Subject to the terms and conditions of this Section, the Contract is binding upon the parties and their respective successors and assigns.
- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- (c) For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (d) Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the

Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.

- (f) A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

18. INSPECTION AND ACCEPTANCE

- (a) Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contractor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract. For contracts where the development of software, the configuration of software, or the modification of software is the deliverable, the Deliverable Approval Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
 - (1) For Projects that require software integration at the end of the Project, as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.
 - (2) For Projects that do not require software integration at the end of the Project as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be complete and final.
- (b) Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall, subject to Section 18(a) either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.

- (c) If the Commonwealth fails to notify the Contractor in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.
- (d) If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.
- (e) Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the Developed Materials in the completed milestone.
- (f) If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:
 - (1) Repeat the procedure set forth above; or
 - (2) Proceed with its rights under Section 23 (TERMINATION).

19. DEFAULT

- (a) The Commonwealth may, subject to the provisions of Section 20 (NOTICE OF DELAYS) and Section 60 (FORCE MAJEURE), and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Section 23 (TERMINATION)) the whole or any part of this Contract for any of the following reasons:
 - (1) Failure to begin Services within the time specified in the Contract or as otherwise specified;

- (2) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
- (3) Unsatisfactory performance of the Services;
- (4) Failure to deliver the awarded item(s) within the time specified in the Contract or as otherwise specified;
- (5) Improper delivery;
- (6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract;
- (7) Delivery of a defective item;
- (8) Failure or refusal to remove material, or remove, replace, or perform any Services rejected as defective or noncompliant;
- (9) Discontinuance of Services without approval;
- (10) Failure to resume Services, which has been discontinued, within a reasonable time after notice to do so;
- (11) Insolvency or Bankruptcy;
- (12) Assignment made for the benefit of creditors;
- (13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- (14) Failure to protect, to repair, or to make good any damage or injury to property;
- (15) Material breach of any provision of this Contract;
- (16) Failure to comply with representations made in the Contractor's Proposal;
or
- (17) Failure to comply with applicable industry standards, customs, and practice.

- (b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- (d) The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

20. NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for

denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with Section 22 (CHANGES).

21. CONDUCT OF SERVICES

Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

In determining whether or not the Contractor has performed with due diligence hereunder, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of Section 25 (CONTRACT CONTROVERSIES) of this Contract.

22. CHANGES

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with Section 25 (CONTRACT CONTROVERSIES) of this Contract.

- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

23. TERMINATION

(a) For Convenience

- (1) The Commonwealth may terminate the Contract or a Purchase Order issued under the Contract, in whole or in part, without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 25 (CONTRACT CONTROVERSIES) of this Contract.

- (2) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.
- (3) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance or full performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract in whole or in part. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

(c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within thirty (30) days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure . The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

(1) Subject to Section 33 (LIMITATION OF LIABILITY) of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection 23(c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

(2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

- (3) Nothing in this Subsection 23 (c) shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.
- (4) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).
- (5) If this Contract is terminated as provided by this Subsection 23(c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to Section 41 (OWNERSHIP RIGHTS) of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.
- (d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in Section 25 (CONTRACT CONTROVERSIES), the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

24. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth IT facilities or stored or transmitted credit card data, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises

concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to cure any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

25. CONTRACT CONTROVERSIES

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- (b) The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

26. CONFIDENTIALITY, PRIVACY AND COMPLIANCE

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, unless the confidentiality of the information is otherwise protected by law, the party claiming confidentiality must designate the

information as “confidential” in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party’s confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party’s possession, other than one copy (where permitted by law), which may be maintained for archival purposes only, and which will remain subject to this Contract’s security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to Section 23.c (DEFAULT), in addition to other remedies available to the non-breaching party.

- (1) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
 - (i) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

- (2) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
- (i) Prepare and submit an un-redacted version of the appropriate document, and
 - (ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted, or
 - (iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
 - (a) the attached material contains confidential or proprietary information or trade secrets;
 - (b) the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and
 - (c) the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (b) The Contractor shall not publish or otherwise disclose, except to the Commonwealth, or, as necessary to conduct the Services, except to the Contractor's subcontractors, and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from any third party, including private individuals, organizations, or public agencies.
- (c) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (d) Contractor will comply with all applicable laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and

Accountability Act (HIPAA). Further, by signing this Contract, the Contractor agrees to the terms of the Business Associate Agreement, which is incorporated into this Contract as Exhibit A. It is understood that Exhibit A is only applicable if and to the extent indicated in the Contract.

- (e) Additional privacy and confidentiality requirements may be specified in the Contract.
- (f) Rights and obligations of the parties under this Section 26 survive the termination of this Contract
- (g) All Data and all intellectual property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be used only for the work of this Contract. No Data, intellectual property, Documentation or Developed Works may be used, disclosed, or otherwise opened for access by or to the Contractor or any third party unless directly related to and necessary under the Contract.

27. PCI SECURITY COMPLIANCE

- (a) By providing the Services under this Contract, the Contractor may create, receive, or have access to credit card records or record systems containing cardholder data including credit card numbers (collectively the "Cardholder Data"). Contractor shall comply with the Payment Card Industry Data Security Standard ("PCI DSS") requirements for Cardholder Data that are prescribed by the payment brands (including but not limited to Visa, MasterCard, American Express, and Discover), as they may be amended from time to time. Contractor acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by the payment brands, for purposes of this Contract or as required by applicable law.
- (b) Contractor shall conform to and comply with the PCI DSS standards as defined by The PCI Security Standards Council at: https://www.pcisecuritystandards.org/security_standards/index.php. Contractor shall monitor these PCI DSS standards and will promptly notify the Commonwealth if its practices should not conform to such standards. Contractor shall provide a letter of certification to attest to meeting this requirement within one week of Contractor's receipt of the annual PCI DSS compliance report.

28. DATA BREACH OR LOSS

- (a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the

Commonwealth Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq.

- (b) As to information, data, and Confidential Information in the possession, custody, and control of the Contractor or its employees, agents, and/or subcontractors:
 - (1) In the event of any impermissible disclosure, loss or destruction of data protected by law, or of Confidential Information, the Contractor must immediately notify the Commonwealth and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information.
 - (2) In addition, the Contractor shall report unauthorized access, use, release, or disclosure of data, and loss or destruction of data (“Incident”) to the Commonwealth within one (1) hour of when the Contractor knew of such unauthorized access, use, release, or disclosure of data. Reports shall be made to the Agency Contact Person and the Commonwealth’s Chief Information Security Officer within one (1) hour of confirmation of, or within one (1) calendar day after reasonably suspecting, any Incident has occurred, including the nature of the use Incident, the data compromised, the involved parties, mitigation efforts, and corrective actions to be taken by the Contractor.
 - (3) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation. The notice must be pre-approved by the Commonwealth. At the Commonwealth’s request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any event requiring notice.
 - (4) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to data being accessed, used, released, disclosed and/or acquired in an unauthorized manner.
- (c) As to information, data, and Confidential Information fully or partially in the possession, custody, and control of the Commonwealth, the Contractor shall diligently perform all of the duties as indicated in this Section 28 in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

29. INSURANCE

- (a) The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- (1) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*).
 - (2) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for the Commonwealth.
 - (3) Professional Liability/Errors and Omissions Insurance in the amount of Five Million Dollars (\$5,000,000), per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (4) Network/Cyber Liability Insurance (including coverage for Technology Professional Liability if not covered under Company's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of \$5,000,000, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (5) Umbrella coverage from the maximum amount of each aforementioned policy to a minimum coverage amount of \$10,000,000.
- (b) Prior to commencing Services under the Contract, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.
 - (c) The Contractor agrees to maintain such insurance for the life of the Contract.
 - (d) Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements

of this Section 29 (INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the contract that Contractor has sufficient assets to cover such losses.

30. **CONTRACTOR RESPONSIBILITY PROGRAM**

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

Telephone No. (717) 783-6472
FAX No. (717) 787-9138

31. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

32. TAXES-FEDERAL, STATE, AND LOCAL

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

33. LIMITATION OF LIABILITY

- (a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
- (1) bodily injury;
 - (2) death;
 - (3) intentional injury;
 - (4) damage to real property or tangible personal property for which the Contractor is legally liable;
 - (5) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection; or

(6) the Contractor's indemnity of the Commonwealth for data breach.

(b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the RFP.

34. COMMONWEALTH HELD HARMLESS

(a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

(b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

35. SOVEREIGN IMMUNITY

No provision of this Contract may be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

36. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

(a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth

including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.
- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.

- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

37. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, *et seq.*, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.
- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information

and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
 - (1) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (2) any license fee less an amount for the period of usage of any software; and
 - (3) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
 - (1) modification of any product, service, or deliverable provided by the Commonwealth;

- (2) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (3) use of the product, service, or deliverable in other than its specified operating environment;
 - (4) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (5) infringement of a non-Contractor product alone;
 - (6) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or
 - (7) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

38. SENSITIVE INFORMATION

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) Contractor will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health

Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Further, by signing this Contract, the Contractor agrees to the terms of the Business Associate Agreement, which is incorporated into this Contract as Exhibit A. It is understood that Exhibit A is only applicable if indicated in the procurement documents.

- (d) Rights and obligations of the parties under this Section 38 survive the termination of this Contract.

39. CONTRACT CONSTRUCTION

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth of Pennsylvania. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws of the United States of America.

40. RIGHT TO USE

To the extent that the Contractor is providing software, hardware, or access to software, which is being licensed to the Commonwealth, the terms and conditions set forth in this Section 40 (Right to Use) shall apply.

The Contractor hereby grants to the Commonwealth a non-exclusive right to access and to use the hardware and software comprising all or part of the Services. The Commonwealth use of the software is subject to the following:

- (a) Click Through Terms. In order to access or use hardware or software, the Commonwealth will click through electronic terms and conditions where they appear, provided that the provision of the Services or Supplies are subject to the terms and conditions of this Contract, and such electronic terms and conditions shall have no force or effect as to Services or Supplies and shall not be legally binding on the Commonwealth.
- (b) Contractor Intellectual Property. Commonwealth acknowledges that, in the course of providing and performing the Services, Contractor may use software and related processes, instructions, methods, and techniques that have been previously developed by Contractor and that same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to the Services performed.
- (c) Third Party Intellectual Property. Unless it is otherwise specified in the Contract that the Commonwealth, on its own, will acquire and obtain a license to Third

Party Intellectual Property, Contractor shall grant to the Commonwealth or obtain for the Commonwealth a license to Third Party Intellectual Property, which contains the terms specified in Exhibit C, to the extent necessary for the Commonwealth to use the Third Party Intellectual Property in accordance with the terms of the Contract.

- (d) Commonwealth Intellectual Property and Data. The Commonwealth owns all Data and all Commonwealth Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to Contractor is limited by the terms of this Contract.
- (e) Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

41. OWNERSHIP RIGHTS

- (a) Ownership of Properties
 - (1) All "Developed Works" shall be owned according to the provisions set forth in this Section 36.
 - (2) All software owned by the Commonwealth or its licensors ("Commonwealth Software") as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract except as described in this Section or in another provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.
- (b) Definitions

- (1) Software—For the purposes of this Contract, the term “software” means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
 - (2) Data—For the purposes of this Contract, the term “data” means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.
 - (3) Technical Data—For purposes of this Contract, the term “technical data” means any specific information necessary for the development, production or use of the Commonwealth Software.
- (c) Commonwealth Property—Non-Exclusive, License Grant and Restrictions

During the term of this Contract, Commonwealth grants to Contractor for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to do the following:

- (1) Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.
- (2) Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.
- (3) Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor’s modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.
- (4) Allow the Contractor’s subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Contract; provided, however, that neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this Section.
- (5) To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor

agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

(d) Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the Commonwealth shall, at no cost to Contractor, provide Contractor with access to the Commonwealth Software in the form in use by Commonwealth as of the Effective Date of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, shall compile and, as changes are made, update a list of all of the Commonwealth Software then in use by Contractor or any of its subcontractors in connection with Contractor's performance of the Services required by this Contract.

(e) Reservation of Rights

All rights, not expressly granted here to Contractor on a nonexclusive basis, including the right to grant non-exclusive licenses and other rights are reserved by the Commonwealth.

(f) Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section 41 (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

(g) Effect of License Grant Termination

Consistent with the provisions of this Section, Contractor shall refrain from manufacturing, copying, marketing, distributing, or use of any Commonwealth Software or any other work which incorporates the Commonwealth Software. The obligations of this Section 41 (OWNERSHIP RIGHTS) shall survive any termination of this Contract.

(h) Use of Contractor-Owned Software

All software owned by Contractor (Contractor Software) and tools owned by Contractor (Contractor Tools, as defined in paragraph (i) below) prior to the Effective Date of this Contract shall be and shall remain the exclusive property of Contractor. The Commonwealth shall acquire no rights or interests in the Contractor Software or the Contractor Tools by virtue of this Contract except as set forth in this Section.

(i) Definition of Contractor Tools

Contractor Tools is defined as any tools, both in object code and source code form, which Contractor has previously developed, or which Contractor independently develops or licenses from a third party, excluding any tools that Contractor creates pursuant to this Contract. Contractor Tools includes but is not limited to, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, JAVA applets, and ActiveX controls.

(j) Required Reports, Records and Inventory of Contractor Tools and Contractor Software

(1) Contractor must provide a list of all Contractor Tools and Contractor Software to be delivered in connection with the deliverables or Developed Materials prior to commencing any work under the Contract. Contractor must also provide a list of all other Contractor Tools and Contractor Software intended to be used by Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. All Contractor Tools and Contractor Software necessary to use deliverables or Developed Materials shall be delivered to the Commonwealth along with the license set forth in Section 41(k). Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion. In the event that the Contractor fails to list a Contractor Tool, but can demonstrate that such tool was independently developed by Contractor prior to the Contract on which it was used, Contractor shall nevertheless retain complete ownership of such Contractor Tool that is necessary to use the deliverables or Developed Materials, provided that notice is given to the Commonwealth prior to its use on the Contract. Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been created under this Contract.

(2) As part of its response to a RFP, the Contractor will provide a list of all software and tools that are commercially available and which are required to support the deliverables or Developed Materials.

(3) During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall

allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.

(4) In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently developed by Contractor prior to the Effective Date of this Contract, Contractor shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.

(k) Expiration or Termination NonExclusive License Grant—Non-Commercial Contractor Tools and Software

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, and at the request of Commonwealth, Contractor shall (i) grant to Commonwealth a paid-up, nonexclusive, nontransferable license to use, modify, prepare derivative works and unless Commonwealth terminates this Contract without cause, grant to third parties engaged by Commonwealth the right to use, modify, and prepare derivative works based upon all or any portion of the non-commercially available Contractor Software and the non-commercially available Contractor Tools owned by Contractor and used by Contractor in connection with the Services, the foregoing rights being granted to the extent reasonably necessary to facilitate Commonwealth's or such third party's completion of and maintenance of the Services to be provided by Contractor under this Contract immediately prior to such expiration or termination and (ii) deliver to Commonwealth the object code version of such non-commercially available Contractor Software and such non-commercially available Contractor Tools in the form used by Contractor in connection with the Services immediately prior to such expiration or termination to allow the Commonwealth to complete and maintain such work. If Commonwealth enters into a contract that allows for the use of the Contractor Software or Contractor Tools for which a license is granted under this Section 41 (OWNERSHIP RIGHTS), the Commonwealth will include a provision in that contract that limits the use of the Contractor Software or Contractor Tools as delineated in this Section.

(l) Rules of Usage for Developed Works

(1) If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution

under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

- (2) If Developed Works modify, improve, or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. To the extent Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Works.
- (3) If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works do not include pre-existing materials generally licensed by the Contractor, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Works and the Commonwealth hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. The Commonwealth shall exclusively own all software products first developed under the terms of this contract by the Contractor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.
- (4) When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the Commonwealth under this Contract, the ownership of the Developed Work will remain with the Contractor, provided, however, that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.

(m) Copyright Ownership—Developed Works Developed as Part of the Scope of Work for the Project, including Developed Works developed by Subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the United States Copyright Act of 1976, as amended, 17 United States Code. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its Subcontractors assign, and upon their authorship or creation, expressly and automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth. Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute, copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works. The Contractor further agrees that it will include this requirement in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works. Upon completion or termination of this Contract, Developed Works shall immediately be delivered by Contractor to the Commonwealth. Contractor warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws of the United States.

(n) Patent Ownership

(1) Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.

(2) Contractor shall not use any computer program, code, or any works developed by or for Contractor independently of this Contract (“Pre-Existing Materials”) in the performance of the Services under this Contract, without the express written consent of the Commonwealth. Any Pre-Existing Materials used by Contractor for performance of Services

under this Contract without Commonwealth consent shall be deemed to be Developed Works as that term is used in this Section. In the event that Commonwealth provides such consent, Contractor shall retain any and all rights in such Pre-Existing Materials.

(o) Federal Government Interests

It is understood that certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

(p) Usage Rights for Know-How and Technical Information

Either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques not otherwise covered by this Section relating to the Services which Contractor or Commonwealth (alone or jointly with the Commonwealth) develops or learns in connection with Contractor's provision of Services to Commonwealth under this Contract.

(q) Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools, or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason. Further, Contractor shall not in any manner represent that Contractor has any ownership interest in the Commonwealth Software, Commonwealth Tools, or the Developed Works. This provision is a material part of this Section.

(r) Contractor Intellectual Property Protection

Commonwealth acknowledges that it has no ownership rights in the Contractor Software or Contractor Tools other than those set forth in this Contract, or as may be otherwise granted in writing.

(s) Source Code and Escrow Items Obligations

Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Contractor, then the source code shall be

placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth.

(t) Contractor's Copyright Notice Obligations

Contractor will affix the following Copyright Notice to the Developed Works developed under this Section and all accompanying documentation: "Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved." This notice shall appear on all tangible versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

(u) Commercial Software

If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is the licensor of the software, Contractor shall enter into a license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the software license agreement. If a product or deliverable under this Contract is commercially available software or requires commercially available software for use and the Contractor is not the licensor of the software, the Contractor hereby agrees that, before it incorporates such software into a deliverable, Contractor will inform the licensor of the software that it will be required to enter into a software license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the licensor's software license agreement.

(v) Commonwealth Data.

The Commonwealth owns all Data provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works using the Commonwealth's Data only to fulfill the purposes of this Contract and any applicable PO. The Commonwealth's license to Contractor is limited by the terms of this Contract.

42. LOCATION, STATUS AND DISPOSITION OF DATA

Unless the procurement documents specify otherwise:

- (a) All Data must be stored within the United States.
- (b) All Data must travel networks which are approved in writing by the Commonwealth.

- (c) Data may not be stored in a state which asserts jurisdiction over disputes regarding data stored within that state.
- (d) The Contractor shall be responsible for maintaining the privacy, security, and integrity of Data in its or its subcontractors' possession.
- (e) All Data shall be accessible to the Commonwealth upon request, and in a form acceptable to the Commonwealth.
- (f) All Data shall be surrendered to the Commonwealth upon request.
- (g) Any Data shall be destroyed by the Contractor at the Commonwealth's request.
- (h) Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy, and accessibility requirements of this Contract.

43. HOSTING TERMS

If a system used or created for work under this Contract is hosted by a party other than the Commonwealth, the Hosting Terms attached in **Appendix H** shall apply.

44. PUBLICATION RIGHTS AND/OR COPYRIGHTS

- (a) Except as otherwise provided in Section 41 (OWNERSHIP RIGHTS), the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.
- (b) Except as otherwise provided in Section 41 (OWNERSHIP RIGHTS) and the confidentiality provisions of Section 26 (CONFIDENTIALITY), the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.
- (c) Rights and obligations of the parties under this Section 44 survive the termination of this Contract.

45. CHANGE OF OWNERSHIP OR INSOLVENCY

In the event that the Contractor should change ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full

remaining term of this Contract, or continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Contract. Nothing in this section limits the Commonwealth's exercise of any rights that the Commonwealth may have under Section 23 (TERMINATION).

46. OFFICIALS NOT TO BENEFIT

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

47. INDEPENDENT CAPACITY OF CONTRACTOR

- (a) The parties to this Contract agree that the services performed by the Contractor under the terms of this Contract are performed as an independent Contractor. The Services performed by the Contractor are performed neither as an employee of the Commonwealth of Pennsylvania nor as a partnership or joint venture between the Commonwealth and the Contractor.
- (b) Except as otherwise provided by the terms of this Contract, the Commonwealth shall have no control over the manner in which the contractual Services are performed by the Contractor, or any subcontractor. Any job specifications or standards of work attached to or incorporated into this Contract or any subcontracting restrictions contained in this Contract shall not be construed as the Commonwealth's direction or control over the manner of the performance of services provided by the Contractor.

48. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state, and local laws applicable to its Services, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.

49. THE AMERICANS WITH DISABILITIES ACT

During the term of this Contract, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and

agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.

- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

50. EXAMINATION OF RECORDS

- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in Section 50(c) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by law, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in Section 26 (CONFIDENTIALITY).
- (c) The Contractor shall preserve and make available its records for a period of three (3) years from the date of final payment under this Contract:
 - (1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
 - (2) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.
- (d) Except for documentary evidence retained pursuant to Section 50(c)(2) above, the Contractor may in fulfillment of its obligation to retain its records as required by this Section substitute photographs, microphotographs, or other authentic

reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.

- (e) The provisions of this Section shall be applicable to and included in each subcontract hereunder. The term “subcontract” as used in this contract only, excludes purchase orders not exceeding \$1,000 and subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

51. SINGLE AUDIT ACT OF 1984

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards*, 1994 Revisions (Yellow Book).
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

52. ADDITIONAL FEDERAL PROVISIONS

Additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.

53. ENVIRONMENTAL PROTECTION

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937, as amended; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

54. NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (d) The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (e) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (g) The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (h) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

55. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- (a) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- (b) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- (c) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- (d) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- (e) "Financial Interest" means either:

- (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (f) “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.
- (g) “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- (a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- (b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (c) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (d) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no

bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

- (e) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (f) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- (g) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

- (h) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (i) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- (j) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

56. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Contract.

57. WARRANTIES

The Contractor warrants that the Services, Supplies and Developed Works will conform in all material respects to the functional specifications for the Services, Supplies and Developed Works and/or the requirements of the Contract. The warranty period for the Services, Supplies and Developed Works shall be ninety (90) days from final acceptance. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (b) In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within ten (10) days' notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a) modifications to Developed Works made by the Commonwealth, (b) use of the Developed Works not in accordance with the documentation or specifications applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Works with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
- (c) During the term of the Contract or from the provision of Professional Services, as applicable, Contractor warrants that (i) Developed Works and other systems, materials and supplies will materially conform to the specifications in the Documentation for such items; and (ii) Professional Services shall be performed in accordance with industry standards using the utmost care and skill. If it is established that Contractor has breached either of the warranties above, Contractor's obligation and Commonwealth's remedy prior to taking further

action shall be for Contractor to, at its option, (1) use best efforts to cure the defect or re-perform the nonconforming Professional Services; or (2) replace the defective item with a solution that materially conforms to the specifications in the Documentation. This warranty and the remedies offered are applicable only if: (i) the reported error or defect is reasonably reproducible by Contractor; (ii) Commonwealth reports the alleged breach with reasonable specificity in writing within thirty (30) days from its occurrence; (iii) Commonwealth provides Contractor with reasonable assistance in the diagnosis and remedy of the applicable breach; (iv) Commonwealth has installed and is using all updates, patches and fixes released by Contractor for the affected Contractor Software, as appropriate; (v) Commonwealth has complied in all material respects with the terms and conditions of this Contract Agreement; and (vi) Commonwealth has materially conformed to the Documentation for the affected item or Services. Commonwealth understands and agrees that third-party hardware equipment and software, supplied by Contractor, may be provided to Commonwealth under warranty or pursuant to other terms and conditions offered by the manufacturer or licensor of such hardware or software.

- (d) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Works under this Contract.
- (e) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (f) All warranties shall survive final acceptance and contract termination.
- (g) In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.

58. LIQUIDATED DAMAGES

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commonwealth and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in the Contract and Section 58 and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.

- (b) The Commonwealth and Contractor agree that, in addition to other damages amounts as may be set out in the Contract as damages or Service Level Credits, the Deliverables identified in the Payment Schedule set forth in this Contract as “Major Deliverables” (the “Major Deliverables”) shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.
- (c) The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the Contract shall be three-tenths of a percent (.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the Contract.
- (d) If, at the end of the thirty (30) day period specified in Section 58(c) above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commonwealth, at no additional expense and at its option, may either:
 - (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commonwealth as a result of this Contract shall be given to the Commonwealth, and the Commonwealth shall be entitled to its remedies under Section 23(c); or
 - (2) order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (e) At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.
- (f) To the extent that the delay is caused by the Commonwealth, no liquidated damages will be applied.

- (g) If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

59. SERVICE LEVELS

- (a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as many otherwise be agreed between the Parties in respect of Services performed less frequently than monthly. All Services without expressly defined Service Levels must be performed at least to the same degree of accuracy, completeness, efficiency, quality and timeliness as is provided by well-managed suppliers providing services similar to the Services, so long as such performance is commercially and operationally reasonable.
- (c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation other claims for liquidated damages, injunctive relief and termination rights, provided however, Service Level Credits paid would be credited against any such claims for damages.

60. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as

the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contractor to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

61. NOTICE

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.

62. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of this provision #53, the term "the Commonwealth" shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
 - (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a

written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

63. GOVERNING LAW

This Contract shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in Section 25 (CONTRACT CONTROVERSIES), Commonwealth and Contractor agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. Any legal action relating to

this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

64. SMALL DIVERSE BUSINESS COMMITMENT

Contractor shall meet and maintain the commitments to small diverse businesses in the Small Diverse Business (“SDB”) portion of its Proposal. Any proposed change to a SDB commitment must be submitted to the DGS Bureau of Diversity, Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Commonwealth Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Commonwealth Contracting Officer and BDISBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.

65. RECYCLED MATERIALS

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified below.

**PAPER PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove	30
	Kraft, white and colored (including manila)	10
	Kraft, unbleached	10

Cotton fiber	Excludes custom envelopes High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose	Used in cleaning and wiping applications	40
Industrial wipers		
Paperboard and Packaging Products		
Corrugated containers	Used for packaging and shipping a variety of goods (<300 psi)	25
	(300 psi)	25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods,	40

Industrial paperboard	household products, cosmetics, pharmaceuticals, detergent, and hardware Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes “chipboard” pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5

Miscellaneous Paper Products

Tray liners	Used to line food service trays. Often contain printed information.	50
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“Post-consumer” content is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material.”

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with “pre-consumer,” “recovered,” or “secondary” paper fiber.

(B) BIDDER’S CERTIFICATION

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed *Manufacturer/Mill* Certification form must be used. Bidders are not required to submit the completed and signed *Manufacturer/Mill* Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with

documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA
BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the [name of program and/or Department] (Covered Entity) and Contractor (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, and all other applicable laws; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI can be used or disclosed only in accordance with this Agreement and the standards established by applicable laws; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity that is in electronic form, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA and the Security Rule and other applicable laws; and

NOW, THEREFORE, the parties to this Agreement set forth the following as the terms and conditions of their understanding.

1. Definitions.

- a. “Breach” shall have the meaning assigned to such term at 42 USCS § 17921 and HIPAA regulations at 45 C.F.R. § 164.402.
- b. “Business Associate” shall have the meaning given to such term under the Privacy and Security Rules, including but not limited to, 45 C.F.R. §160.103.
- c. “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 C.F.R. §160.103.
- d. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. “Privacy Rule” shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164.
- f. “Protected Health Information” or “PHI” shall have the meaning given to such term under HIPAA and the HIPAA Regulations in 45 C.F.R. Parts 160, 162 and 164, including, but not limited to 45 C.F.R. §160.103.
- g. “Security Rule” shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164.

- h. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009), the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164.
2. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for purposes state in Appendix A, except as otherwise stated in this Agreement.

NO OTHER USES OR DISCLOSURES OF PHI ARE PERMITTED.

3. **BUSINESS ASSOCIATE OBLIGATIONS:**

- a) **Security and Privacy Provisions Applicable to Business Associate.** Business Associate shall abide by the security and privacy provisions applicable to Covered Entities which are made applicable to the Business Associate by 42 USCS § 17931 and 17934.
- b) **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement or as Required by Law.
- c) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.
- d) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to the Covered Entity's Privacy Officer, or his designee, and the Covered entity's legal office, within two (2) days of discovery any Breach or use or disclosure of PHI not provided for or allowed by this Agreement (unless some more stringent standard applies under this Contract). Business Associate agrees to conduct reasonable diligence to discover improper use or disclosure of PHI.

Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the

Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the first day on which it is known to the Business Associate (including any person other than the person committing the Breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate (or such person) to have occurred.

- d) **Reports Of Security Incidents.** In addition to following the Breach notification requirements in section 13402 of the HITECH Act and related regulations and guidance, Business Associate shall report to Covered Entity's Privacy Officer, or his designee, within two (2) days of discovery any Security Incident of which it becomes aware.
- e) **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.
- f) **Right Of Access To PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within five (5) business days of receiving a written request from the Covered Entity or individual. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within two (2) business days. Business associate shall further conform with and meet all of the requirements of 45 C.F.R. §164.524, 42 USCS § 17936(e), and other applicable laws.
- g) **Amendment And Incorporation Of Amendments.** Within five (5) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526 and other applicable laws. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.
- h) **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528, 42 USCS § 17935(c), and other applicable laws. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include

disclosures made on or after the date that is six (6) years prior to the request or April 14, 2003, whichever is later. Business Associate shall make such record available to the individual or the Covered Entity within five (5) business days of a request for an accounting of disclosures, or within such other time as may be dictated by applicable law.

- i) Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations.
- j) Return Or Destruction Of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- k) Maintenance of PHI.** Notwithstanding Section 5(j) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under §5(h) of this Agreement for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- l) Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the Privacy Rule. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or the Privacy Rule.
- m) Training.** Business Associate will train all members of its workforce on its policies and procedures with respect to PHI as necessary and appropriate for the workforce members to carry out the functions required by this contract.
- n) Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or other applicable laws.
- o) Grounds For Breach by Covered Entity.** Upon Business Associate's knowledge of a material breach by Commonwealth of this Business Associate Agreement, Business Associate shall notify Commonwealth of such breach and

Commonwealth shall have at least thirty (30) days to cure such breach. In the event Commonwealth does not cure the breach, Business Associate shall have the right to report the violation to the Secretary. Notwithstanding any other language in this Agreement, the parties agree that termination by the Business Associate is infeasible.

- p) **Grounds For Breach.** Any non-compliance by Business Associate with this Agreement or the Privacy or Security Rules will automatically be considered to be a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance. Business Associate shall have thirty (30) days to cure such breach from the date of notice to cure by the Commonwealth. In the event Business Associate does not cure the breach, the Commonwealth shall have the right to immediately terminate this Agreement and the underlying agreement. If termination is infeasible, the Commonwealth shall report the violation to the Secretary.
- q) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.
- r) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Agreement and applicable law.
- s) **Privacy Practices.** The Department will provide and Business Associate shall immediately begin using any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Department. The Department retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

4. OBLIGATIONS OF COVERED ENTITY:

- a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with applicable laws, as well as changes to such notice.
- b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which

Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.

- c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. MISCELLANEOUS:

a. Regulatory References. A reference in this Appendix to a section in the Privacy or Security Rules means the section as in effect or as amended as reasonably determined by the Covered Entity.

b. Amendment. The Parties agree to take such action as is necessary to amend this Appendix from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

c. Survival. The respective rights and obligations of Business Associate under section 5(i) of this Appendix shall survive the termination of the Agreement.

d. Interpretation. Any ambiguity in this Appendix shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules as reasonably determined by the Covered Entity.

e. Changes in Law. Business Associate shall comply with all applicable privacy and security rules and regulations, including but not limited to HIPAA regulations and the HITECH Act and HITECH regulations which are now in effect or which take effect during the term of this contract.

Appendix A to Commonwealth of Pennsylvania Business Associate Agreement

**Permitted Uses and Disclosures
of Protected Health Information**

1. Purpose of Disclosure of PHI to Business Associate: To allow _____ to meet the requirements of Contract # _____.

2. Information to be Disclosed to Business Associate: _____.

3. Use to Effectuate Purpose of Agreement: _____ may use and disclose PHI to the extent contemplated by Contract # _____, and as permitted by law with Commonwealth approval and guidance.

EXHIBIT C

PA Supplier ID Number: _____

**AGREEMENT BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
ACTING BY AND THROUGH THE GOVERNOR'S OFFICE OF ADMINISTRATION
AND**

This Agreement by and between _____ (Licensor) and the Commonwealth of Pennsylvania, acting by and through the Governor's Office of Administration (Commonwealth) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

This Agreement sets forth the Commonwealth of Pennsylvania's Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. This document, including the Software License Agreement attached as Exhibit A, constitutes the Agreement between the Licensor and the Commonwealth. The terms and conditions set out below in these Software License Requirements, supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached Exhibit A, which is incorporated herein by reference.

- 1. Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "Commonwealth Agency" as defined by the Commonwealth Procurement Code, 62 Pa. C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.
- 2. Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, (Commonwealth), without regard to principles of conflict of laws. Venue for any actions will be in the appropriate court in the Commonwealth.

3. Indemnification: The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. Neither this provision nor any other provision in the Contract shall not be construed to limit the sovereign immunity of the Commonwealth.

4. Patent, Copyright, Trademark, and Trade Secret Protection:

(a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement ("Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth provide support to the Licensor in defending any

such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If OAG does not delegate the right of defense to Licensor, upon written request from the OAG, the Licensor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- (c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.
- (d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.
- (e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- (g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.

- (h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
- (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;
 - (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming:

Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus"). However, the licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an

interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- (a) the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- (b) the licensed products has not been modified by any party other than Licensor;
- (c) the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licensor's liability to the Commonwealth under this Agreement shall be limited the total dollar amount of purchase orders issued for licensed products and services covered by this Agreement. This limitation does not apply to damages for:

- (a) bodily injury;
- (b) death;
- (c) intentional injury;
- (d) damage to real property or tangible personal property for which the Licensor is legally liable;
- (e) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection; or
- (f) damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification and mitigation.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. **Payment:** The Commonwealth will make purchase through its software reseller as the Commonwealth's agent by way of a purchase order, which shall control with regard to payment amounts and provisions. The Commonwealth's obligation is to pay its reseller in accordance with the purchase order and Licensor shall look to the Commonwealth's reseller for payment.

8. **Termination:**

(a) Licensor may not terminate this Agreement for non-payment.

(b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience).

9. **Background Checks:** Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to the Commonwealth's IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&&PageID=458621&level=2&css=L2&mode=2>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its Agreement with the Commonwealth.

10. **Confidentiality:** Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information. Neither the Agreement nor any pricing information related to the Agreement will be deemed to be confidential.

11. **Publicity/Advertisement:** The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
12. **Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
13. **Taxes-Federal, State and Local:** The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.
14. **Commonwealth Audit Responsibilities:** Commonwealth will maintain, and promptly provide to Licensor upon its request, accurate records regarding use of the software by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the software, the Commonwealth will notify Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for any unauthorized use of the software by any individuals employed by or performing services for Commonwealth is the requirement that it purchase additional licenses for the product through its reseller.

Commonwealth will perform a self-audit upon the request of Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). Commonwealth shall notify Licensor of the True up number no later than 45 calendar days after the request that the Commonwealth perform a self-audit. If the user count has increased, Commonwealth will make an additional purchase of the product through its reseller, which is equivalent to the additional users. This section sets out the sole software license audit right under this Agreement.
15. **List of Licensed Products:** Attached hereto and made a part hereof by this reference is Attachment A, which sets out a list of products that may be licensed under this

Agreement. With the consent of Commonwealth, the list of products on Attachment A may be changed by Licensor providing Commonwealth with a revised Attachment A that adds the new product to the list. In Commonwealth's discretion, its consent may be provided either via written communication directly to the Contractor or by providing a copy of its notice to its reseller to update Attachment A.

No amendment will be required to add a new product to the list. If, however, the Licensor desires to add a product to the list that requires different license terms, a new agreement will be required.

16. Right to Know Law:

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Licensor's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Licensor using the legal contact information provided in this Agreement. The Licensor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Licensor's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Licensor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Licensor shall:
 - (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Licensor's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- (d) If the Licensor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Licensor considers exempt from production under the RTKL, the Licensor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Licensor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Licensor in denying a RTKL request for the Requested Information unless the

Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Licensor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

- (f) If the Licensor fails to provide the Requested Information within the time period required by these provisions, the Licensor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Licensor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Licensor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Licensor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Licensor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Licensor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Licensor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Licensor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Licensor has Requested Information in its possession.

17. Third party software. If the software utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers, such licensing terms, acknowledgements or disclaimers must be attached to Exhibit A of this Agreement. The parties agree that the Commonwealth, by agreeing to incorporate third party software agreements, does not agree to any terms and conditions of the incorporated third party software agreements that are inconsistent with these Software License Requirements.

18. Attorneys' Fees: The Commonwealth will not pay attorneys' fees incurred by or paid by the Licensor.

19. Controversies.

- (a) In the event of a controversy or claim arising from the Agreement or Purchase Order, the Licensor must, within six months after the cause of action accrues, file

a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

- (b) If the Licensor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Licensor. The contracting officer shall send his/her written determination to the Licensor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement or Purchase Order.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

Witness:

Licensor:

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

As a corporate entity, please have either the president or vice president and either the secretary/assistant secretary or treasurer/assistant treasurer of the corporation sign. If any other person has authority to execute contracts, that person may sign, but a copy of the document or documents conferring that authority (such as by-laws or corporate resolution) must be sent with this agreement when returning it to the Office of Administration.

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ADMINISTRATION**

See paragraph 12

APPROVED:

See paragraph 12
Comptroller

APPROVED AS TO FORM AND LEGALITY:

See paragraph 12
Office of Chief Counsel

See paragraph 12
Office of General Counsel

See paragraph 12
Office of Attorney General

ATTACHMENT 1

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth additional products may be added to this attachment by Licensor providing Commonwealth with a new copy of this Attachment 1.

Licensed Product:

The Licensed Product includes (list all titles covered by this agreement)

**APPENDIX A - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
Department of General Services
RFP#6100033736**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Small Diverse Business Participation Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

Appendix B

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials that contain trade secrets or confidential proprietary information unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to trade secret law.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, grant application, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC)

Please provide a list detailing which portions of the material being submitted you believe constitute a trade secret or confidential proprietary information, and please provide an explanation of why you think those materials constitute a trade secret or confidential proprietary information. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: The following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor's cost proposal
- Information submitted as part of a vendor's technical response that does not pertain to specific business practices or product specification
- Information submitted as part of a vendor's technical or small diverse business response that is otherwise publicly available or otherwise easily obtained
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>
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Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret data or confidential proprietary information that has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, and indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim of trade secret/confidential proprietary information if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret or is confidential. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret or is confidential, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

APPENDIX C

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are asserting that your firm is a Department of General Services Certified Small Business, provide an active Department of General Services Small Business Certification.

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

**APPENDIX D
SMALL DIVERSE BUSINESS
LETTER OF INTENT**

[DATE]

**[SDB Contact Name
Title
SDB Company Name
Address
City, State, Zip]**

Dear **[SDB Contact Name]**:

This letter serves as confirmation of the intent of **[Offeror]** to utilize **[Small Diverse Business (SDB)]** on RFP **[RFP number and Title]** issued by the **[Commonwealth agency name]**.

If **[Offeror]** is the successful vendor, **[SDB]** shall provide **[identify the specific work, goods or services the SDB will perform, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided]**.

These services represent **[identify a dollar value commitment]** for the initial term of the contract.

[SDB] represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to **[Offeror]** for its SDB submission.

We look forward to the opportunity to serve the **[Commonwealth agency name]** on this project. If you have any questions concerning our small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

**Offeror Name
Title
Company
Phone number**

**SDB Name
Title
Company
Phone number**

Overview

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal. This portion of the proposal must be bound and separately sealed from the remainder of the proposal and clearly labeled "Cost Submittal."

Offerors must complete ALL HIGHLIGHTED SPACES shown on the COST SUBMITTAL OVERVIEW and COST WORKSHEETS (Tabs 3-9).

The selected Offeror will only be reimbursed for the charges as outlined in the Cost Submittal (Appendix E) and for items acquired by the Commonwealth through the Selected Offeror's Product List (Tab 9).

****Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.****

Cost Formulation: Projected Totals

For purposes of this cost proposal, the following table presents a projection of estimated credit card volumes for Unbundled, Bundled and Non-Bank Card Costs. These projections reflect the Commonwealth's best estimate of future volumes and are based on existing applications or applications under development. No consideration is given for potential future applications. The following projected information is provided for the Offeror's use in developing its costs under this proposal and should NOT be considered a guarantee of actual transactions or dollar amounts over the life of the Contract.

**PROJECTED FULL SERVICE PROCESSING
FOR THE FIVE YEAR PERIOD: 2017 TO 2021
(Transaction Volumes in Thousandths)**

	<u>Year 2017</u>	<u>Year 2018</u>	<u>Year 2019</u>	<u>Year 2020</u>	<u>Year 2021</u>
1. PLCB MC/VISA					
Transaction Volume:	15,319.00	16,238.00	17,212.00	18,244.00	19,339.00
Dollar Volume:	\$ 699,014.00	\$ 740,955.00	\$ 785,412.00	\$ 832,537.00	\$ 882,489.00
2. COPA MC/VISA/DIS					
Transaction Volume:	6,549.00	6,942.00	7,358.00	7,800.00	8,268.00
Dollar Volume:	\$ 309,173.00	\$ 327,723.00	\$ 347,386.00	\$ 368,229.00	\$ 390,323.00
3. PLCB DIS					
Transaction Volume:	1,228.00	1,302.00	1,380.00	1,463.00	1,551.00
Dollar Volume:	\$ 52,372.00	\$ 55,514.00	\$ 58,845.00	\$ 62,376.00	\$ 66,119.00
4. PLCB AMEX					
Transaction Volume:	1,959.00	2,077.00	2,202.00	2,467.00	2,615.00
Dollar Volume:	\$ 218,014.00	\$ 231,095.00	\$ 244,961.00	\$ 259,659.00	\$ 275,239.00
5. COPA AMEX					
Transaction Volume:	426.00	451.00	478.00	506.00	536.00
Dollar Volume:	\$ 33,291.00	\$ 35,291.00	\$ 37,405.00	\$ 39,649.00	\$ 42,028.00
6. PLCB Debit Card					
Transaction Volume:	20,799.00	22,047.00	23,370.00	24,772.00	26,258.00
Dollar Volume:	\$ 632,678.00	\$ 670,639.00	\$ 710,877.00	\$ 753,530.00	\$ 798,742.00
7. COPA Debit Card					
Transaction Volume:	-	-	-	-	-
Dollar Volume:	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.00	\$ 5.00

Cost Submittal Worksheets (Tabs 3 - 9)

1. Offerors must enter a single rate or % (as applicable) into each of the highlighted fields on Tabs 3 - 6. The numerical rate or % (as applicable) entered must account for all costs for processing a transaction. If a cost does not apply, enter "0". DO NOT leave any highlighted fields blank, or the proposal may be rejected.
2. On Tab 7 and 8, Offerors must enter into the highlighted fields any additional gateways fees or ACH fees not included in any fees previously identified in this cost submittal. Gateway fees must be a past-thru cost.
3. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

Evaluated Costs

For evaluation purposes, Offerors must indicate pricing in the form of the transaction fee (\$ per transaction) based upon the annual volume of transactions for each type of transaction as indicated in the Cost Submittal Worksheets. The cost submittal will be evaluated as follows:

The Commonwealth will score the Cost submittals based upon costs set forth in A. Unbundled Rate, B. On-line Debit Card Costs, and C. Non-Bank Card Costs.

Cost will be calculated pursuant to the formulas contained in the attached spreadsheets. The spreadsheets will calculate cost by applying the \$ per transaction fee to the projected volume of transactions over the initial five years of the contract. These costs will be automatically calculated in the attached spreadsheets and the Group Total cost will automatically populate into the Cost Summary. Where the formulas in the spreadsheets and this written description may differ, the formulas in the spreadsheet take precedence.

Non-Evaluated Costs

The following services will not be included as a part of the cost evaluation; however, Offerors must enter a cost for these service/products.

1. Bundled Rates
2. Gateway Fees
3. ACH Fees
4. Product List

Additional Notes

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- Do not include any reiteration of the technical proposal in the cost submittal.
- Do **not** modify the cost submittal in any way .
- Do make assumptions in the cost submittal or your proposal may be rejected.

**APPENDIX E -
COST SUBMITTAL OVERVIEW
RFP 6100033736**

OFFEROR NAME	CONTACT PERSON	
OFFEROR ADDRESS	EMAIL ADDRESS	
	PHONE NUMBER	FAX NUMBER
	VENDOR NUMBER	FEDERAL ID OR SSN

COST SUMMARY

Unbundled Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Unbundled Dial Up	0.000	6,549,000	-
2017	Unbundled Leased	0.000	15,319,000	-
2018	Unbundled Dial Up	0.000	6,942,000	-
2018	Unbundled Leased	0.000	16,238,000	-
2019	Unbundled Dial Up	0.000	7,358,000	-
2019	Unbundled Leased	0.000	17,212,000	-
2020	Unbundled Dial Up	0.000	7,800,000	-
2020	Unbundled Leased	0.000	18,244,000	-
2021	Unbundled Dial Up	0.000	8,268,000	-
2021	Unbundled Leased	0.000	19,339,000	-
Estimated Unbundled Rate for 5 years				-

***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

Debit Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Online Debit Dial up	0.000	-	-
2017	Online Debit Leased	0.000	20,799,000	-
2018	Online Debit Dial up	0.000	-	-
2018	Online Debit Leased	0.000	22,047,000	-
2019	Online Debit Dialup	0.000	-	-
2019	Online Debit Leased	0.000	23,370,000	-
2020	Online Debit Dialup	0.000	-	-
2020	Online Debit Leased	0.000	24,772,000	-
2021	Online Debit Dialup	0.000	-	-
2021	Online Debit Leased	0.000	26,258,000	-
Estimated Debit Rate for 5 years				-

Non-Bank Card Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Non-Bank Dial up	0.000	426,000	-
2017	Non-Bank Leased	0.000	3,187,000	-
2018	Non-Bank Dial up	0.000	451,000	-
2018	Non-Bank Leased	0.000	3,379,000	-
2019	Non-Bank Dial up	0.000	478,000	-
2019	Non-Bank Leased	0.000	3,582,000	-
2020	Non-Bank Dial up	0.000	506,000	-
2020	Non-Bank Leased	0.000	3,930,000	-
2021	Non-Bank Dial up	0.000	536,000	-
2021	Non-Bank Leased	0.000	4,166,000	-
Estimated Non-Bank Card Rate for 5 years				-

Group Total to be Evaliated for the Initial Term of the Contract - 5 Years	\$ -
---	-------------

***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

B. On-line Debit Card Costs. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Online Debit Card transactions. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 6 & 7 (PLCB Debit Card and COPA Debit Card transactions) as outlined on Tab 1. Instructions.

ONLINE DEBIT TRANSACTIONS													
ANNUAL VOLUME OF TRANSACTIONS FOR ONLINE DEBIT CARDS	Transaction Fee for Online Debit Card Transactions (\$ per transaction)												
							Year 2						
	Pass-Thru + Dial-Up	% Increase	Estimated Cost	Pass-Thru+Leased	% Increase	Estimated Cost	Pass-Thru + Dial-Up	% Increase	Estimated Cost	Pass-Thru+Leased	% Increase	Estimated Cost	
0 - 5,000,000			0.00			0.00			0.00			0.00	
5,000,001 - 10,000,000			0.00			0.00			0.00			0.00	
10,000,001 - 11,000,000			0.00			0.00			0.00			0.00	
11,000,001 - 12,000,000			0.00			0.00			0.00			0.00	
12,000,001 - 13,000,000			0.00			0.00			0.00			0.00	
13,000,001 - 14,000,000			0.00			0.00			0.00			0.00	
14,000,001 - 15,000,000			0.00			0.00			0.00			0.00	
15,000,001 - 16,000,000			0.00			0.00			0.00			0.00	
16,000,001 - 17,000,000			0.00			0.00			0.00			0.00	
17,000,001 - 18,000,000			0.00			0.00			0.00			0.00	
18,000,001 - 19,000,000			0.00			0.00			0.00			0.00	
19,000,001 - 20,000,000			0.00			0.00			0.00			0.00	
20,000,001 - 21,000,000			0.00			0.00			0.00			0.00	
21,000,001 - 22,000,000			0.00			0.00			0.00			0.00	
22,000,001 - 23,000,000			0.00			0.00			0.00			0.00	
23,000,001 - 24,000,000			0.00			0.00			0.00			0.00	
24,000,001 - 25,000,000			0.00			0.00			0.00			0.00	
25,000,001 - 26,000,000			0.00			0.00			0.00			0.00	
26,000,001 - 27,000,000			0.00			0.00			0.00			0.00	
27,000,001 - 28,000,000			0.00			0.00			0.00			0.00	
28,000,001 - 29,000,000			0.00			0.00			0.00			0.00	
29,000,001 - 30,000,000			0.00			0.00			0.00			0.00	
			0.00			0.00			0.00			0.00	
			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease	

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.*

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

C. Non-Bank Card Costs. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Discover and American Express. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 3, 4 & 5 (PLCB Dis/PLCB Amex/COPA Amex) as outlined on Tab 1. Instructions.

Note: The Commonwealth and PLCB separately contract with American Express and the funding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

NON-BANK CARD TRANSACTIONS

Number of Transactions for American Express and Discover (Annual Volume)			Transaction Fee for American Express and Discover Transactions (\$ per Transaction)																	
			Year 1						Year 2						Year 3					
			Pass-Thru + Dial-Up	% Increase	Estimated Cost	Pass-Thru+Leased	% Increase	Estimated Cost	Pass-Thru + Dial-Up	% Increase	Estimated Cost	Pass-Thru+Leased	% Increase	Estimated Cost	Pass-Thru + Dial-Up	% Increase	Estimated Cost	Pass-Thru+Leased	% Increase	Estimated Cost
0 - 2,000,000					0.00			0.00			0.00			0.00			0.00			0.00
2,000,001 - 2,500,000					0.00			0.00			0.00			0.00			0.00			0.00
2,500,001 - 3,000,000					0.00			0.00			0.00			0.00			0.00			0.00
3,000,001 - 3,500,000					0.00			0.00			0.00			0.00			0.00			0.00
3,500,001 - 4,000,000					0.00			0.00			0.00			0.00			0.00			0.00
4,000,001 - 4,500,000					0.00			0.00			0.00			0.00			0.00			0.00
4,500,001 - 5,000,000					0.00			0.00			0.00			0.00			0.00			0.00
5,000,001 - 5,500,000					0.00			0.00			0.00			0.00			0.00			0.00
5,500,001 - 6,000,000					0.00			0.00			0.00			0.00			0.00			0.00
6,000,001 - 6,500,000					0.00			0.00			0.00			0.00			0.00			0.00
6,500,001 - 7,000,000					0.00			0.00			0.00			0.00			0.00			0.00
7,000,001 - 7,500,000					0.00			0.00			0.00			0.00			0.00			0.00
7,500,001 - 8,000,000					0.00			0.00			0.00			0.00			0.00			0.00
8,000,001 - 8,500,000					0.00			0.00			0.00			0.00			0.00			0.00
8,500,001 - 9,000,000					0.00			0.00			0.00			0.00			0.00			0.00
9,000,001 - 9,500,000					0.00			0.00			0.00			0.00			0.00			0.00
9,500,001 - 10,000,000					0.00			0.00			0.00			0.00			0.00			0.00
10,000,001 - 10,500,000					0.00			0.00			0.00			0.00			0.00			0.00
10,500,001 - 11,000,000					0.00			0.00			0.00			0.00			0.00			0.00
11,000,001 - 11,500,000					0.00			0.00			0.00			0.00			0.00			0.00
11,500,001 - 12,000,000					0.00			0.00			0.00			0.00			0.00			0.00
12,000,001 - 12,500,000					0.00			0.00			0.00			0.00			0.00			0.00
					0.00			0.00			0.00			0.00			0.00			0.00
					Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.

- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

D. Bundled Rate. A bundled rate includes all service fees, including pass-through fees. Enter the bundled rate in the highlighted fields for both “card present” and “card not present” transactions, as outlined below. Separate fees must be presented for Visa, MasterCard, Discover*, offline Debit Cards and online Debit Cards.

Note: PA State Police is the only agency currently using the bundled rate.

B-1: Bundled Rate Year 1.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:		
Card Not Present:		
Transaction Fee for online Debit Cards		
Card Present:		
Card Not Present:		

B-2: Bundled Rate Year 2.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:		
Card Not Present:		
Transaction Fee for online Debit Cards		
Card Present:		
Card Not Present:		

B-3: Bundled Rate Year 3.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:		
Card Not Present:		
Transaction Fee for online Debit Cards		
Card Present:		
Card Not Present:		

B-4: Bundled Rate Year 4.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:		
Card Not Present:		
<i>Transaction Fee for online Debit Cards</i>		
Card Present:		
Card Not Present:		

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

B-5: Bundled Rate Year 5.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:		
Card Not Present:		
Transaction Fee for online Debit Cards		
Card Present:		
Card Not Present:		

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.*

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

G. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

APPENDIX F

**EXISTING APPLICATIONS
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# 6100033736**

Below is a brief overview of the Commonwealth agencies who currently accept credit cards along with their existing credit card processes and the resulting credit card volumes. This information is being provided so that an Offeror may develop its proposal and should NOT be considered as a guarantee of transactions or dollar amounts. Furthermore, the inclusion or omission of a state agency in this list is not necessarily indicative of that agency's participation in this contract.

Current Service Provider: The Commonwealth currently contracts with PNC Merchant Services (PNCMS) to provide electronic authorization, data capture and processing of VISA and MasterCard, American Express, Discover, STAR NETWORK, Interlink, Maestro, NYCE and Pulse network debit cards. As of June 30, 2015, the Commonwealth was processing, on an average, over 41,000,000 transactions per year. **Please note:** The Commonwealth and PLCB separately contract with American Express and the funding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract. The below schedule is the total transaction volume for the fiscal year ending June 2015.

*Commonwealth Credit Card Volume for
Fiscal Year 14/15:*

Card Type	Number of Transactions
VISA	13,750,088
MasterCard	5,359,315
Discover	1,398,488
American Express	2,118,204
Debit	18,511,955
Chargebacks for VISA and MasterCard	403
Total Number of Transactions	41,138,050

The Commonwealth currently uses ACI, e-Pay and YourPay as the global gateway for its transactions, but the Commonwealth plans to transition e-Pay and YourPay to a hosted payment solution in the future.

The PC Interface solution currently used is IC Verify® for Windows. For more information please visit www.ICVERIFY.com.

For information on ePay.net, refer to IV-3, C and D of the RFP.

The equipment currently used varies by agency. See individual agency descriptions below.

Agencies Currently Accepting Electronic Payments:

Pennsylvania Liquor Control Board (PLCB).

Act 14 of 1987 of the Pennsylvania General Assembly mandated that the PLCB accept credit cards as an alternate payment method for the purchase of liquor and alcohol in Pennsylvania Wine and Spirits Stores. PLCB currently accepts credit/debit cards in all stores as well as for internet transactions for liquor purchases, Licensing renewals and Administrative Law Judge payment of fines, as well as, a limited number of telephone sales. It is the intent of the PLCB to continue to provide the highest quality of service at the lowest possible cost to the general public, and to do so without interruption.

Locations: The wine and spirits store system presently consists of approximately 600 brick and mortar locations throughout the Commonwealth, of which eight are wholesale-only stores. Stores range in size from small one-person operations with one register to large multi-person operations with seven registers. The total number of stores is dynamic because of continuous openings and closings. It is expected that brick and mortar locations could change + or – 10 locations each year. Locations may be found at www.lcb.state.pa.us.

Hardware/Software/Equipment:

Host Systems and Data Communications Overview. All host and servers are located behind the Commonwealth's Checkpoint firewall. The only machine accessible from the Internet is the Agency's web site located at www.lcb.state.pa.us.

This document describes the Retail Commerce Server payment system for transaction processing within the ACI On Demand (AOD) environment for PLCB's brick and mortar stores.

ACI Products

PLCB uses the following Retail Commerce Server modules which will be implemented within the AOD environment:

- Transaction Manager (WT-AE000), to switch credit and debit transactions to authorizers.
- Payment Services (WT-AE010), to access transactions and reports via the user interface.
- Value Card Manager (WV-AE000) to process Gift Cards.
- PCI Compliant Tokenization Service (WT-AE030)
- Integrated Store Front-end (WT-DH070)
- ACH Management (WA-AE000) (includes ACH returns import)
- Check Management (WC-AE000)
- Customer Management (WD-AE000)
- NACHA ACH Settlement (WT-SF230)
- First Data Nashville ISO Interface Authorizer (WT-DS510), to authorize all Visa, MasterCard, Discover, American Express and Debit cards.
- First Data North Settlement (WT-SF360), to settle all Visa, MasterCard, Discover, American Express and Debit card transactions.

- PINComm Application (up to 620 production instances) (WT-IS083)
- PINComm Scrolling Receipt (up to 620 production instances) (WT-IS084)
- PINComm Scan Ahead (up to 620 production instances) (WT-IS085)

- □ SAF/TOR (WT-IS088)
- □ Check/Customer Import Batch (RPD-AE500)
- □ Check Transaction Export (RPD-AE905) to include ACH transactions
- □ ConfigServer
- □ eSocket (EMV)

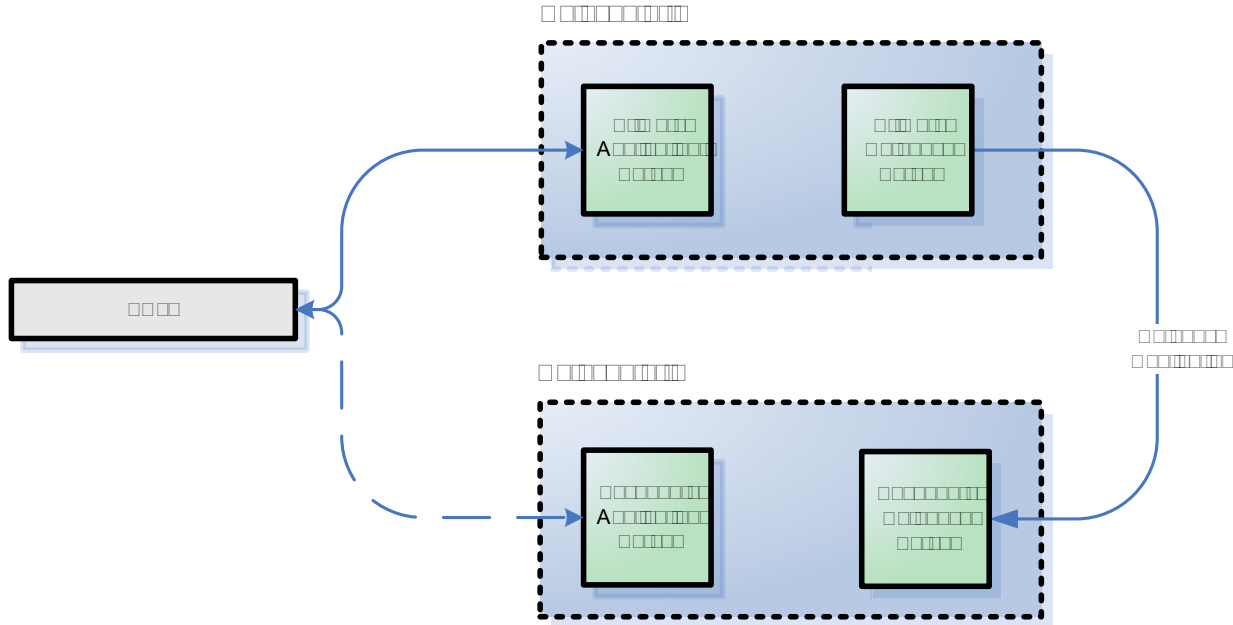
Systems Overview

This section describes the systems architecture that will be used for the PCLB solution.

Environment Systems Architecture

The diagram below depicts the RCS test environment systems and connectivity that will be used by PLCB. PLCB will be able to test all phases with the same test environment.

In production we will have redundant applications at each site connecting to the primary database cluster at site 1. The site 2 database will replicate to and be used in the event of an issue. As shown below:



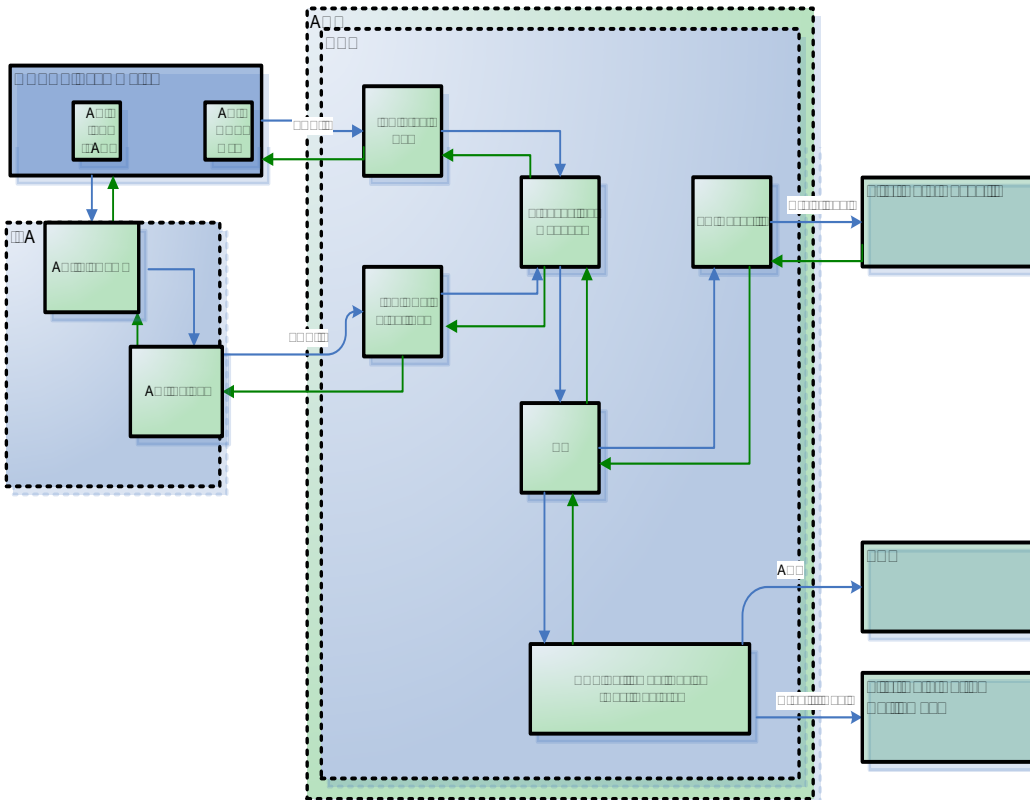
Connectivity

The PLCB Point of Sale (ORPOS POS and eCommerce) system connects via ACI ITK to the PCLB AOD datacenters, Implementation:

Transaction Processing Overview

The diagram below gives a high level overview of the proposed RCS AOD Processing solution for PLCB.

PLCB locations send credit, gift cards and debit cards to RCS for authorization using the IPS solution. This will also include tokenization, Purchase Card Level 2 settlement and ACH transactions as tender using batch processing.



Imports and Exports

- Check transaction import
- Customer import
- Check Transaction Export

PLCB Developed Items

- o ACH batch for tendering
- o Credit card on file (provide token instead of a credit card account number and expiration date)
- o Populate ITK message for Corporate Purchase Level 2
- o POS changes to integrate IPS functionality

Third Party Interfaces

Processor Interface Specifications

Processor	Authorization Specification
FDMS Nashville	FirstData_ISO8583_Global_12032014_Version2014-2b.pdf

Processor	Settlement Specification
FDMS North	FirstData_PTS_11102014_Version2014-2a.pdf
PNC	PPD, CCD, CCD+ File Specifications Document 05-10.pdf ACH Returns Format Document updated Sept 2013 FINAL.pdf

Configuration

Compliance

Type	Notes
Card Not Present	Yes
Ecommerce	Yes (Will send Pre-authorizations and then Completions once the order ships)
Phone/Mail Order	Yes (Transaction will indicates it is a MOTO transaction)
Card Present	Yes
AVS (Full/Key Entered)	Yes
CVV2/CVC2/CID	No. A change request will be required if PLCB wants to add this in the future.
Pre/Post-Authorization	NA
HSA/FSA	NA
Partial Authorizations	Yes
Partial Reversals	Yes
Balance Return	Yes (used to display receipt balance on pre-paid gift cards)
Contactless	currently in testing
Recurring/Bill Payment	NA
Corporate Purchase II	Yes
Corporate Purchase III	NA
Currency Requirements	USD
Tokenization	Yes
Corporate Hierarchy	No
EMV	currently in testing

Reporting

Standard reports with the RCS system.

Data Retention –

Transaction Data Retention

Internally and externally processed transaction data will be retained for 180 days.

Report Retention

Report output will be retained for 30 days in the production environment.

Users may choose to save report output to local workstation hard disk prior to the report output being purged.

Transaction Processing Overview

PLCB retail locations send Credit, Debit and Gift Card transactions through the IPA to RCS for authorization. PLCB is processing host capture settlement so all transactions are sent to the RCS switch. Credit Returns are sent to First Data Nashville.

Floor limit (Stand-in) transactions will not be processed by PLCB.

Need to be able to manually enter account numbers for gift cards.

Terminology

Term	Acronym	Definition
Front End		RCS process responsible for acquiring and parsing transactions from the POS.
Transaction Manager		RCS process responsible for routing transactions to appropriate destinations as well as executing internal processing logic.
Authorizer Interface		RCS process responsible for communicating with processor host systems.
Settlement Interface		RCS process responsible for formatting transactions into deposit files according to processor specifications.
Isolated Payment Solution	IPS	A deployment method whereby retailers can keep their POS software and hardware out of PCI scope.
PinComm		RCS process responsible for communicating with the pin pad.
SafTor		RCS process responsible for monitoring and persisting transactions based on configuration.
Integration Toolkit	ITK	A software call routine that automatically formats transactional input data into a standard message format.
Retail Commerce Server	RCS	Payment Processing Switch.

PLCB Net Credit Card Store Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	9,681,181	\$451,019,135.63	\$46.59
MasterCard	3,953,291	\$239,679,063.72	\$60.63
Discover	1,089,347	\$46,607,662.34	\$42.78
American Express	1,738,647	\$194,027,270.07	\$111.60
Debit	18,511,897	\$563,077,551.41	\$30.42
Totals	34,974,363	\$1,494,410,683.17	\$42.73

The Bureau of Licensing is currently transitioning to a new on-line web-based system. We expect the number of on-line transactions to increase to over 60,000, with a minimum fee of \$10.00 and a maximum fee of over \$50,200. Depending on the type of application filed.

PLCB - Office of Administrative Law Judge and Bureau of Licensing License Renewals Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	4,736	\$3,446,930.43	\$727.81
MasterCard	1,903	\$1,887,566.50	\$991.89
Discover	310	\$209,344.70	\$675.31
American Express	1,541	\$1,251,763.70	\$812.31
Debit	0	\$0.00	\$0.00
Totals	8,490	\$6,795,605.33	\$800.42

Hardware/Software/Equipment:

Verifone MX925, specifically, injection ACI Worldwide's Point to Point Encryption key as well as EMV enablement.

- Point to Point Encryption (ACI) injection
- EMV Enablement
- MX925, PCI 3.X SC TCH ETH SIG INTERNAL CTLS
- Application License Fee
- PS+FERRITE, 120 VAC/12VDC/1A,505X/2.1MM/C-,USA
- BERG +PWR, AUDIO, TAILGATE, ETH, USB, OTG, COM2 (RED)
- NO BERG, PWR, AUDIO, POE USB, OTG, USB HOST, COM1, COM2 (GRAY)
- CABLE, MULTIPORT Y-CABLE, ETH+PWR MX8XX2M ROHS
- CABLE, BROWN MX8XX ENET USB-DEV TAIL 2M

Department of Agriculture.

The Pennsylvania Farm Show Complex and Expo Center accepts credit cards for online registrations for booth rental not only for the Farm Show but all shows that contract with the Complex. We also accept credit cards for online registrations for animals, chickens, etc. for the Annual Farm Show. The Bureau of Plant Industry accepts online credit card payments for any fees due to the Bureau

Agriculture Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	5,580	\$1,036,252.86	\$185.71
MasterCard	2,340	\$1,071,095.00	\$457.73
Discover	311	\$19,290.00	\$62.03
American Express	908	\$327,676.30	\$360.88
Debit	0	\$0.00	\$0.00
Totals	9,139	\$2,454,314.16	\$268.55

Hardware/Software/Equipment:

ePay.NET/First Data Global Gateway
 FD100 Ti
 FD35 pin pad (future need)

Department of Banking.

Dept. of Banking accepts credit/debit cards for new and renewals of license application fees.

Banking Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	1,962	\$545,300.00	\$277.93
MasterCard	914	\$269,900.00	\$295.30
Discover	85	\$21,850.00	\$257.06
American Express	880	\$234,350.00	\$266.31
Debit	0	\$0.00	\$0.00
Totals	3,841	\$1,071,400.00	\$278.93

Hardware/Software/Equipment:

Department of Banking and Securities currently accepts CC payments for License Renewals through www.boa.pa.gov. The payments are taken from the BOA site to YourPay and are processed through them.

Department of Community & Economic Development (DCED).

DCED accepts credit cards through the Manufactured Home Installer System for courses registration and certification.

DCED Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	70	\$10,330.00	\$147.57
MasterCard	37	\$5,315.00	\$143.65
Totals	107	\$15,645.00	\$146.21

Hardware/Software/Equipment:

ePay.NET/First Data Global Gateway

Use current API in our software application

Department of Conservation and Natural Resources (DCNR).

DCNR currently accepts credit cards for reservations, retail sales, fees, and construction contract bids. There are 121 state park locations spread across Pennsylvania with 80 parks having locations taking credit cards. In addition there are four regional park offices, one central office location, and a central call center that is contracted out that takes credit cards along with an on-line and mobile application. Along with state parks, the Bureau of Facility Design and Construction (FDC) accept credit cards for copies of bid documents for work to be done on state park and forest land. The FDC transactions amount to a small percentage and are included in the volume stated below.

There are currently two (2) CyberSource accounts in use by the state parks Reservation and Revenue System (Active Works Outdoors). In addition there is one Merchant Account, one for call center/web reservations and the other transactions. The CyberSource software is programmed and integrated to work internally with the Active Works Outdoors program so that the end user does not even realize there are two software programs operating, the user enters credit card information in one place for credit card processing. Credit card entry can be done manually within Active Works Outdoor or by using the dual track swipes. Parks is investigating options currently for Chip Enabled swipes at their office locations and anticipates an upgrade within the year. For more information, please visit <http://pennsylvaniastateparks.reserveamerica.com/welcome.do> and <http://www.dcnr.state.pa.us/stateparks/index.aspx>.

Hardware/Software/Equipment: *No equipment is leased for use with the state parks reservation and revenue program. State parks provide the credit card swipes, receipt printers, and CyberSource licenses.*

DCNR offers registration of snowmobiles and titling of all-terrain vehicles since 2003. There are currently 179,188 ATVs and 243,019 snowmobiles registered in Pennsylvania and the numbers are expected to continue to grow. Payments can be processed by DCNR staff or online via our Dealer and Owner portals. Information on initial licensing and renewal of dealer and vehicle licenses is available at <http://www.snowatvreg.dcnr.state.pa.us>.

WebDriller

DCNR's internet-based WebDriller system is used by water-well drillers to apply and renew for Driller and equipment licenses, and to report water-well construction data to the Pennsylvania Bureau of Topographic and Geologic Survey. The digital process replaces the paper form. Since 1966, the Bureau has been responsible for collecting, and making available, information about the construction of water wells in Pennsylvania. Collection and dissemination of these data are major objectives of Act 610, the Water Well Drillers License Act of 1956. Driller use of WebDriller makes it possible for the Bureau to share the data with the public to better protect groundwater resources (this is the intent of Act 610). Use of WebDriller also saves taxpayers many thousands of dollars in scanning, data-entry, and paper record storage costs, and makes the data available quickly. More information is available at <http://www.dcnr.state.pa.us/topogeo/groundwater/wdindex/index.htm>.

DCNR Credit Card Volume for all program areas for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	145,797	\$11,263,472.69	\$77.25
MasterCard	55,304	\$4,761,547.42	\$86.10
Discover	14,206	\$1,249,145.31	\$87.93
American Express	9,317	\$795,619.67	\$85.39
Debit	0	\$0.00	\$0.00
Totals	224,624	\$18,069,785.09	\$80.44

Department of Education.

The Bureau of School Leadership and Teacher Quality accepts online credit card payments for application fees to obtain various types of Pennsylvania teaching certificates, emergency teaching permits, deletion of certificate areas, voluntary inactivation, and certificates of preliminary education for nurses and funeral directors.

Education Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	18,540	\$2,357,655.00	\$127.17
MasterCard	5,460	\$691,685.00	\$126.68
Discover	0	\$0.00	\$0.00
American Express	0	\$0.00	\$0.00
Debit	0	\$0.00	\$0.00
Totals	24,000	\$3,049,340.00	\$127.06

Hardware/Software/Equipment:

ePay.NET/First Data Global Gateway

Department of Environmental Protection (DEP).

DEP currently accepts credit cards for bid packages.

DEP Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	10,890	\$2,845,541.13	\$261.30
MasterCard	4,585	\$1,111,557.06	\$242.43
Discover	1,478	\$180,597.89	\$122.19
American Express	1,981	\$645,363.47	\$325.78
Debit	0	\$0.00	\$0.00
Totals	18,934	\$4,783,059.55	\$252.62

Hardware/Software/Equipment:

ePay.NET/First Data Global Gateway

Department of General Services (DGS).

The Bureau of Supplies and Surplus Operations (BSSO) accepts credit card payments for the sale of state surplus property and for 1,033 Program fees.

Hardware/Software/Equipment:

FD 130

Hypercom T7 Plus

COSTARS. The Bureau of Procurement (BOP) accepts suppliers’ credit card payments of contract-related Administrative Fees associated with the COSTARS Program. “COSTARS” is the Commonwealth’s cooperative purchasing program managed by the DGS BOP. Those suppliers electing to participate in the COSTARS Program are required to pay an annual Administrative Fee applicable to the supplier’s classification:

Contractor Classification	Required Administrative Fee
DGS Self-Certified Small Business Bidder-Contractor	\$500
All Other Bidders-Contractors	\$1,500

BOP accepts suppliers’ credit card payments using an online process only through the Commonwealth’s PA Supplier Portal application. Acceptance of e-commerce transactions requires electronic data exchange between the current First Data Global Gateway Virtual Terminal (FDGG), the PA Supplier Portal and the DGS web-based COSTARS System.

Hardware/Software/Equipment:

ePay.NET/First Data Global Gateway – Virtual Terminal

DGS Credit Card Volume for all programs areas for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	2,271	\$457,351.58	\$201.39
MasterCard	889	\$307,747.86	\$346.17
Discover	135	\$17,054.28	\$126.33
American Express	198	\$161,624.11	\$816.28
Debit	0	\$0.00	\$0.00
Totals	3,493	\$943,777.83	\$270.19

Department of Health.

The Department of Health, Office of Quality Assurance, Division of Nursing Care Facilities, Division of Acute and Ambulatory Care, and Division of Home Health are responsible for the licensing of nursing care facilities, hospitals and home health agencies in Pennsylvania with oversight of 718 nursing homes, 221 hospitals and 351 home care agencies. Nursing homes and home health agencies in the Commonwealth of PA are required to apply for licensure on an annual basis, and hospitals are required to apply for licensure on a two-year licensing cycle. License fees are collected from nursing homes, home health agencies and hospitals across the Commonwealth for issuance of various license types.

The Office of Quality Assurance has established an on-line service for nursing homes, home health agencies and hospitals to afford them the opportunity to pay their license fees on-line. It has facilitated the licensure process by providing this type of service.

The Department of Health, Division of Home Health oversees the registration and compliance of manufacturers, distributors, and retailers of drugs, medical devices and medicated cosmetics in accordance with the Drug, Device and Cosmetic Act, the Wholesale Prescription Drug Distributors License Act, and the Pennsylvania Code Title 28 Chapter 25.

In accordance with the Governor's E-commerce directives, the Department of Health initiated a web based system along with an integrated database program in the Division of Home Health for the Drug, Device, and Cosmetic Program (DDC). The DDC credit card application was developed in September 2000 to accept payment of licenses and registration for manufacturers, distributors, and retailers of drugs, medical devices and equipment, medical gases, and medicated cosmetics. In addition, businesses are able to use the site to update business information, receive e-mail renewal notifications, obtain general information, review and download relevant statutes/regulations and forms, link to related registration sites, and send e-mail to DDC staff.

As of 2014, approximately 13,887 registrants are maintained in a database with 13,887 registrants renewing annually, 957 filing new business applications, and 504 canceling existing registrations. Approximately \$488,878 in fees is collected annually. The fees are set by regulation and/or statute. In addition to accepting credit card transactions via the web, DDC accepts credit card information via fax, mail, and telephone. DDC accepts Visa, MasterCard, American Express, and Discover cards. All transactions are currently card not present and payment authorization requests are sent directly to First Data Global Gateway.

Hardware/Software/Equipment

First Data FD130

The Department of Health, Hearing Aid Program.

This Department oversees the registration and compliance of hearing aid dealers, fitters, apprentices and temporary apprentices in accordance with the Hearing Aid Sales Registration Law. The registrations are renewed annually in April. In 2014 approximately 1,600 registrations were renewed and 186 new applications processed. The program generated approximately \$127,200 in fees with half of that amount processed by credit card in-office. The program accepts American Express, MasterCard, Visa and Discover cards. Currently we do not have an online process to accept credit cards for this program.

Hardware/Software/Equipment

Hypercom Model 7TP

Health's DD&C Credit Card Volume for all program areas for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	3,207	\$493,825.00	\$153.98
MasterCard	1,242	\$199,627.00	\$160.73
Discover	83	\$9,425.00	\$113.55
American Express	1,300	\$195,742.00	\$150.57
Debit	0	\$0.00	\$0.00
Totals	5,832	\$898,619.00	\$154.08

Department of Human Services.

The Office of Children, Youth and Families went live with our Child Welfare Information System (CWIS) on December 31, 2014. With the implementation of the online system, the public can now obtain their child abuse clearances online through the self-service process using a credit card.

DHS Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	212,857	\$2,957,160.00	\$13.89
MasterCard	72,967	\$1,098,410.00	\$15.05
Discover	19,582	\$183,530.00	\$9.37
American Express	16,003	\$325,710.00	\$20.35
Debit	0	\$0.00	\$0.00
Totals	321,409	\$3,576,241.00	\$11.13

Hardware/Software/Equipment

ePay.NET/First Data Global Gateway

Department of Military and Veteran Affairs. Program is for the DMVA Veterans Trust Fund.

DMVA Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	4	\$30.00	\$7.50
MasterCard	0	\$0.00	\$0.00
Discover	0	\$0.00	\$0.00
American Express	0	\$0.00	\$0.00
Debit	0	\$0.00	\$0.00
Totals	4	\$30.00	\$7.50

Department of State.

Department of State – Bureau of Corporations and Charitable Organizations

The Bureau of Corporations and Charitable Organizations accepts credit card payments through PennFile the online document filing system, for corporation registrations, documents, and certifications. Credit card payments are accepted in person at the Bureau’s public room for expedited filings. Credit card payments are also accepted for corporate registration through PA Biz Online.

Department of State – Online UCC Filings.

The Corporation Bureau accepts credit card payments for online filing of UCC financing statements.

Department of State – Online BPOA.

The Bureau of Professional & Occupational Affairs accepts credit card payments for online licensing renewals.

Hardware/Software/Equipment:

ePay.NET/ First Data Global Gateway

Department of State Credit Card Volume for all program areas for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	328,693	\$33,290,817.47	\$101.28
MasterCard	130,374	\$14,507,183.13	\$111.27
Discover	23,986	\$2,539,233.18	\$105.86
American Express	59,860	\$8,792,769.50	\$146.89
Debit	4	\$865.00	\$216.25
Totals	542,917	\$59,130,868.28	\$108.91

Department of Transportation (PENNDOT).

In the 2000-01 Budget Address, Governor Tom Ridge included Internet Motor Vehicle and Driver License Renewals as an initiative requiring implementation by June, 2001. As a result, PennDOT – Driver and Vehicle Services (DVS) developed the e-Government initiative beginning with staggered deployments since May 16, 2001. Today, our stakeholders can visit www.penndot.gov and www.dmv.pa.gov accessing a vast array of driver and vehicle service/sales information related to driver licensing and registration products, forms, mobile apps, and more. With a customer-conscious business approach, DVS continues to pursue initiatives to improve customer service with streamlined process developments and emerging technologies through a network of business-to-customer facilities located throughout the Commonwealth. Project plans are underway to extend payment card acceptance to counter operations including our 70 field Driver License Centers and select operations at our headquarters in Harrisburg, Pennsylvania.

Additionally, PennDOT/Highways accept payment cards through the PennDOT Store for merchandise including maps, manuals, and highway specifications. The Office of the Budget, likewise, process payment card transactions on behalf of PennDOT/Highways for accounts receivables such as hauling permits and vehicle accident road damage.

Hardware/Software/Equipment:

Host System & Data Communication Overview (On-line Services):

In order to allow customers to perform real-time payment card transactions, the DVS websites send payment authorization requests to First Data Global Gateway. This site creates a socket that connects to the First Data Global Gateway URL and uses code provided by First Data Global Gateway to format and parse the data that is communicated over the socket. The security of these communications is ensured by using Java Secure Socket Extension (JSSE) to send data from the server to First Data Global Gateway.

Equipment: The PennDOT Store uses one payment card terminal – First Data FD100Ti with FD35 Pin pad. Presently, all our payment card processing is done in card-not-present environment. That will change as we move forward with counter operation plans in the near future. Future Request: VeriFone MX 915; VeriFone MX 925; DynaPro by MagTek.

PENNDOT Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	2,823,936	\$140,947,803.43	\$49.91
MasterCard	957,350	\$54,273,610.98	\$56.69
Discover	213,266	\$10,268,910.32	\$48.15
American Express	226,213	\$17,279,752.28	\$76.39
Debit	0	\$0.00	\$0.00
Totals	4,220,765	\$222,770,077.01	\$52.78

Pa Board of Pardons

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	642	\$5,136.00	\$8.00
MasterCard	254	\$2,032.00	\$8.00
Discover	0	\$0.00	\$0.00
American Express	0	\$0.00	\$0.00
Debit	0	\$0.00	\$0.00
Totals	896	\$7,168.00	\$8.00

Pennsylvania Fish and Boat Commission.

Fish and Boat accepts credit cards for licenses and merchandise purchased online, in person, and through the mail. For more information, please visit fishandboat.com <https://www.pa.wildlifelicense.com/start.php> and <http://fishandboat.com/qa.htm> www.theoutdoorshop.state.pa.us/FBG/fish/WebSiteFAQ.asp

Fish and Boat Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	3,401	\$118,911.49	\$34.96
MasterCard	1,070	\$41,228.94	\$38.53
Discover	230	\$7,183.89	\$31.23
American Express	177	\$7,130.51	\$40.29
Debit	8	\$329.10	\$41.14
Totals	4,886	\$174,783.93	\$35.77

Pennsylvania Game Commission.

Game accepts credit cards for licenses and merchandise purchased online, in person, or through the mail. For more information, please visit www.pgc.state.pa.us .

Locations: Harrisburg - 7 terminals

Other Regions - 6 terminals

Game Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	24,152	\$729,678.19	\$30.21
MasterCard	8,554	\$239,220.09	\$27.97
Discover	2,375	\$73,190.37	\$30.82
American Express	1,259	\$52,515.23	\$41.71
Debit	46	\$2,521.20	\$54.81
Totals	36,386	\$1,097,125.08	\$30.15

Hardware/Software/Equipment:

ePay.NET/First Data Global Gateway

Dell Optiplex 7010

Pennsylvania Historical and Museum Commission (H&M).

H&M accepts credit cards for admissions and/or gift shop merchandise at the following locations: Railroad Museum, Landis Valley, Ephrata Cloister, Pennsbury Manor, Cornwall Iron Furnace, Daniel Boone Homestead (does not have POS but accepts credit cards for gift shop merchandise), Erie Maritime, the State Museum and Commonwealth Book Store (not part of the state system but does accept credit cards and then writes a check for those purchases to PHMC Antracite Heritage Museum, PA Military Museum, Eckley Miners Village, Drake Well Museum, PA Lumber Museum, and Old Economy Village (this site has a POS system but does not accept credit cards). H&M currently has 25 POS systems located at 14 locations.

H&M Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	15,018	\$437,508.49	\$29.13
MasterCard	5,252	\$163,661.78	\$31.16
Discover	1,325	\$41,918.23	\$31.64
American Express	1,563	\$53,613.33	\$34.30
Debit	0	\$0.00	\$0.00
Totals	23,158	\$696,701.83	\$30.08

Hardware/Software/Equipment

Galaxy Point of Sale Front Gate Ticketing Bundle
 Galaxy Point of Sale Software
 Galaxy Pass Software Module
 Galaxy ACS Software Module for POS
 Galaxy Scanning POS Controller User License
 Galaxy Stored Value Software Module
 Galaxy Group Sales Order Entry Software Module
 Galaxy Resource Management Software Module
 Dell Optiplex Desktop Win 7
 CD/RW/DVD/RW, Intel Core 2 Duo 3.0Ghz
 Processor, 4GB Memory, 250GB Hard Drive, Win 7,
 Dimensions 4.30 x 15.61 x 13.75, USB Keyboard/
 Mouse, PS2 Serial Port Adapter, Cyber 2PT Ser Par
 PCI Card, 4-S, 1-P, 6-USB, 1-Powered USB (24V)
 (Win 7 OS requires Galaxy v 4.7.3.54 or higher)
 101-441 Item 11. ELO 17" Touch Panel
 Magtek Mini USB (Blk) track 3 MSR Wedge
 Epson Tm88IV (USB) Black Receipt Printer
 Metrologic MS9540-USB (Black)
 APG Blk 4000 Drawer1 – Epson Interface
 Galaxy Payment Server
 Galaxy Turnstile Controller
 Lemur © 2.0” 200dpi (46) Black Display, Horizontal, Cutter, Serial No cash drawer interface
 Partner TGech Pole Display (Black) Serial

Pennsylvania Public Utility Commission (PUC).

PUC accepts credit / debit cards for the payments for the e-filing of utility applications and various legal documents via the PUC website.

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	226	\$43,535.00	\$192.63
MasterCard	88	\$13,975.00	\$158.81
Discover	7	\$1,000.00	\$142.86
American Express	86	\$14,925.00	\$173.55
Debit	0	\$0.00	\$0.00
Totals	407	\$73,435.00	\$180.43

Hardware/Software/Equipment:

ePay.NET/First Data Global Gateway

Pennsylvania State Police (PSP).

The State Police accepts credit cards for criminal background checks.

The Pennsylvania State Police Firearms Division accepts credit card payment for the following statutorily required fees: firearm surcharge fees and the Pennsylvania Instant Check system (PICS) background check fee. Electronic payment through ePay became available in February 2014.

Hardware/Software/Equipment:

ePay.NET/First Data Global Gateway

PSP Credit Card Volume for Fiscal Year 14/15:

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	466,925	\$6,139,155.00	\$13.15
MasterCard	157,441	\$2,053,388.00	\$13.04
Discover	33,029	\$368,915.00	\$11.17
American Express	59,781	\$1,069,310.00	\$17.89
Debit	0	\$0.00	\$0.00
Totals	717,176	\$9,630,768.00	\$13.43

APPENDIX G
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX H – NON COMMONWEALTH HOSTING REQUIREMENTS

The purpose of this appendix is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

A. Hosting Requirements

1. Offerors shall provide a successfully passed SSAE- 16 SOC2 audit report, conducted by an independent certified public accounting firm, subject to the approval of the Department, as part of its proposal, and the selected Offeror shall provide a SSAE-16 audit report annually.
2. The selected Offeror shall supply all hosting equipment (hardware and software) required for performance of the Contract. This includes environments necessary for development and user acceptance testing.
3. The selected Offeror shall provide role-based secure access to all levels of users via the internet.
4. The selected Offeror shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
5. The selected Offeror shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements as described in **Appendix J**.
6. The selected Offeror shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within the timeframe defined in the RFP. In the event of any impermissible disclosure, loss or destruction of Confidential Information, the Offeror shall take all reasonable steps to prevent the exfiltration of Confidential Information, mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the selected Offeror shall comply with state and federal data breach notification regulations and shall report security incidents to the Commonwealth within one (1) hour of when the selected Offeror knows of such unauthorized access, use, release, or disclosure of data.
7. The Selected Offeror shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, to review the hosted system's location.

B. System Availability

1. The selected Offeror shall make the system and any custom software available 24 hours a day, 365 days a year basis as established by the RFP.
2. The selected Offeror shall perform routine maintenance during the planned weekly maintenance period of 11 pm to 6 am and not exceed three (3) hours unless agreed to by the Commonwealth in writing. Routine maintenance shall include, but is not limited to, server

Requirements for non-Commonwealth Hosted Applications Services Template v1.20130923

APPENDIX H – NON COMMONWEALTH HOSTING REQUIREMENTS

upgrades/patching, software upgrades/patching and hardware maintenance. In order to maintain system availability, the Offeror is expected to rollover to a backup site during maintenance periods.

3. The selected Offeror shall perform non-routine maintenance at a mutually agreeable time with two weeks advance notice to the Commonwealth.
4. From time to time, emergency maintenance may be required to bring down the system. In such situations, if possible, the selected Offeror shall give advance notice, before the system goes down for maintenance, to the Commonwealth. The selected Offeror will limit the emergency maintenance to those situations which require immediate action of bringing down the system that cannot wait for the next scheduled maintenance period. It is expected that the Offeror will rollover to a backup site during any such emergency maintenance.

C. Security Requirements

1. The selected Offeror shall conduct a PCI-DSS audit, performed by a Qualified Security Assessor (QSA), at its own expense on an annual basis and submit the Attestation of Compliance (AoC) to the Commonwealth prior to the expiration of the previous year's AoC.
2. If determined to be non-compliant the selected Offeror shall submit to the Commonwealth a detailed remediation plan to address deficiencies, and remediate deficiencies to become PCI-DSS compliant.

D. Data Storage

1. The selected Offeror shall take all necessary measures to protect the data in accordance with PCI-DSS requirements: sensitive authentication data may not be stored at any time (PCI-DSS v3.1 section 3.2.2)
2. The selected Offeror shall be solely responsible for all data storage required.
3. The Selected Offeror shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect that data particularly in instances where sensitive data may be stored on a Selected Offeror controlled or owned electronic device.

E. Disaster Recovery and Business Continuity

1. The selected Offeror shall employ reasonable disaster recovery procedures to assist in preventing interruption in the use of the system.
2. The selected Offeror shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Storage of backup media offsite is required. Data shall be retained for up to a maximum of 7 years. Refer to Part IV-4 D, Record Retention and

Requirements for non-Commonwealth Hosted Applications Services Template v1.20130923

APPENDIX H – NON COMMONWEALTH HOSTING REQUIREMENTS

Availability. Stored media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

3. Offerers shall maintain and provide a copy of their disaster recovery plan as it pertains to this procurement. The disaster recovery plan will be provided as part of the response to this RFP and upon request after award to the successful Offerer.

F. Data Exchange/Interface Requirements

1. PCI Compliance

The selected Offeror shall adhere to the Payment Card Industry Data Security Standard (PCI-DSS) as it processes payment card data. Moreover, the Selected Offeror certifies that their Information Technology practices conform to and meet current PCI-DSS standards as defined by the PCI Security Standards Council at https://www.pcisecuritystandards.org/security_standards/index.php.

The selected Offeror shall monitor these PCI DSS standards and its Information Technology practices and the selected Offeror shall notify the Commonwealth within one (1) week if its practices should not conform to such standards. The selected Offeror shall provide an Attestation of Compliance (AOC) annually and agrees to the Commonwealth's right-to-audit by Commonwealth or external third party auditors.

The selected Offeror agrees that it may (1) create, (2) receive from or on behalf of Commonwealth, or (3) have access to, payment card records or record systems containing cardholder data including credit card numbers (collectively, the "Cardholder Data"). The selected Offeror shall comply with the Payment Card Industry Data Security Standard ("PCI-DSS") requirements for Cardholder Data that are prescribed by the payment brands (as appropriate including Visa, MasterCard, American Express, Discover), as they may be amended from time to time (collectively, the "PCI-DSS Requirements"). The Selected Offeror acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by the payment brands, for purposes of this Agreement or as required by applicable law.

The selected Offeror shall assist the Commonwealth in meeting PCI-DSS requirement 12.8.2 regarding Third Party Service Provider Agreements: "Maintain a written agreement that includes an acknowledgement that the service providers are responsible for the security of cardholder data the service providers possess or otherwise store, process or transmit on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data environment."

APPENDIX H – NON COMMONWEALTH HOSTING REQUIREMENTS

G. Adherence to Policy

1. The selected Offeror's support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for each classification of problem.
2. The selected Offeror shall abide by all the Commonwealth's policies (Information Technology Policies (ITPs)).

H. Closeout

1. When the contract term expires or terminates, and at any other time at the written request of the Commonwealth, the selected Offeror must promptly return to the Commonwealth all its data (and all copies of this information), in a format agreed to by the Commonwealth, that is in the selected Offeror's possession or control.

APPENDIX I
TRANSACTION REPORT DETAIL
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# 6100033736

The selected Offerors online reporting system **must** provide, at the minimum, the reporting elements listed below. If a reporting element is not available, indicate why in the comment section below. In addition, provide a list of any additional reporting elements not listed below that the Commonwealth may find useful.

Required Report Elements	If a reporting element cannot be provided, indicate why?
# Disputes/Chargebacks Transactions	
\$ Amount of Disputes/Chargebacks	
\$ Fees Applied per Individual Transaction	
\$ Fees Applied to Gross Sales/# Transactions	
Adjustments Initiated by Processor	
Agency Name	
Agency Site/Location	
Agency's Merchant Numbers	
Authorization Code	
Average Gross # of Transactions	
Average Gross Sales Amount	
Average Net # of Transactions	
Average Net Sales Amount	
Batch Number	
Card Brand	
Card Expiration Date	
Card Issuer	
Card Number	
Cardholder Name	
Commonwealth Unique Transaction Number	
Date/Time of Authorization	
Date/Time of Capture	
Date/Time of Funding	
Date/Time of Report	
Date/Time of Settlement	
Date/Time of Transaction	
Deletion or Cancel Code	
Department User ID Number (if applicable)	
Disputes/Chargebacks: Summary & Detail	
Dollar Amount of Agency Reversals	
Dollar Amount of Chargebacks	
External MID#	
Fee Average	

APPENDIX I
TRANSACTION REPORT DETAIL
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# 6100033736

Required Report Elements	If a reporting element cannot be provided, indicate why?
Fee by Location	
Fee by Type	
Fee Description	
Fee Total	
Funded	
Funding	
Gross	
Gross \$ Amount of Transaction	
Gross \$ Amount of Transaction/Card Type	
Gross \$ Amount of Transaction/Collection Method	
Individual Chargeback Detail Information	
Individual Reversal Detail Information	
Location/Site Name	
Merchant ID#	
Month-to-Date Information/Item	
Name	
Net	
Net # Transactions/Card Type	
Net # Transactions/Collection Method	
Net #of Transactions	
Net \$ Amount of Transactions	
Net \$ Amount of Transactions /Card Type	
Net \$ Amount of Transactions /Collection Method	
Net Processed/Settled	
Number of Agency Reversals	
Number of Chargebacks	
Other	
Period Covered by Report	
Processing & Convenience Fee (if applicable)	
Refunds	
Rejects	
Report Period	
Settlement	
Settlement Date	
Swipe vs Manual	
Time of Transaction Initiation	
Total Fees	
Total Number of Transactions	
Total Transactions/Card Type	

APPENDIX I
TRANSACTION REPORT DETAIL
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# 6100033736

Required Report Elements	If a reporting element cannot be provided, indicate why?
Total Transactions/Collection Method	
Transaction	
Transaction Date	
Transaction Description	
Transaction Dollar Amount	
Transaction Reference Number	
Year-to-Date Information/Item	

APPENDIX I
PLCB REPORTS BY TRANSACTION DETAIL
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# 6100033736

PLCB Reports by Transaction Detail

Sales: # of transactions and \$, by collection method & card type, summary & detail, average

Gross - Refunds - Net - Rejects - Processed/Settled - Adjustments - Other - Funded
By Card Type
By Collection Method
By Date/Range
By Location

Transactions: # of transactions and \$, by collection method & card type, summary & detail, average

Transaction Type (Sales, Refunds, Rejects, Voids, Adjustments, Duplicates, etc.)
By Card Type
By Collection Method
By Date/Range
By Location

Funding: # of transactions and \$, by collection method & card type, summary & detail, average

By Bank Account
By Card Type
By Collection Method
By Date/Range
By Location

APPENDIX I
PLCB REPORTS BY TRANSACTION DETAIL
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# 6100033736

Disputes: # of transactions and \$, by collection method & card type, summary & detail, average

By Chargebacks/Retrievals

By Card Type

By Collection Method

By Date/Range

By Location

Dashboard Report: summary, # of transactions and \$, average (Day, MTD, YTD)

1. Gross - Refunds - Net - Rejects - Processed/settled - Adjustments Initiated by Processor - Other - Funded
By Card Type
By Collection Method
2. Other Metrics to be Defined

APPENDIX J - SERVICE LEVEL AGREEMENTS (SLA'S)

The selected Offeror shall adhere to a set of minimum service levels and shall agree to incur service-level damages, including liquidated damages, if Service Level Requirements are not fulfilled. The selected Offeror and the Commonwealth agree that if a service level is not met, the failure will interfere with the operation of the Commonwealth’s program, to the loss and damage to the Commonwealth. Where that damage is not otherwise clearly calculable (as in the overpayment of a claim) and able to be reimbursed as a direct or consequential damage, it is otherwise impractical and extremely difficult to fix the actual damage sustained. The Commonwealth and the selected Offeror therefore presume in the event of any failure to meet a service level, the amount of damage which will be sustained from the failure will be the amount listed as liquidated damages as outlined in the chart below, and that the selected Offeror shall pay such amount as liquidated damages and not as a penalty. With the exception of termination as provided below, payment of such liquidated damages by Offeror shall be the exclusive remedy of the Commonwealth for failure of Offeror to meet these servicing standards. The Commonwealth, at its option, for amounts due the Commonwealth as service-level damages, may deduct the amounts from any money payable to the selected Offeror, or may bill the selected Offeror as a separate item. The Commonwealth shall notify the selected Offeror in writing before deducting such sums from money payable to the selected Offeror. Delivery to the Commonwealth of a product or service that is rejected by the Commonwealth shall not toll the running of the days for purposes of determining the amount of liquidated damages.

Performance Metric	Performance Target	Description	Calculation	Frequency of Review	Liquidated Damages	Unit of Measure
Availability of online payment/Reconciliation Tool	100%	24/7/365 availability of online payment/reconciliation tool (other than downtime allotted for scheduled maintenance)	Unavailability of tool for more than a total of 12 hours between the hours of 6 a.m and 6 p.m. during a rolling 7-day period per using agency	Monthly Report	\$10,000 per hour per agency after 12 hours of unavailability	Per outage, per hour
Availability of SAAS Based Hosted Payment Page	100%	24/7/365 availability of SAAS Based Hosted Payment Page (other than downtime allotted for scheduled maintenance)	Unavailability of tool for more than a total of 12 hours between the hours of 6 a.m and 6 p.m. during a rolling 7-day period per using agency	Montly Report	\$10,000 per hour per agency after 12 hours of unavailability	Per outage, per hour

APPENDIX J - SERVICE LEVEL AGREEMENTS (SLA'S)

Performance Metric	Performance Target	Description	Calculation	Frequency of Review	Liquidated Damages	Unit of Measure
Completion of Change Controls	100%	Required change controls are implemented by the agreed upon completion date with no adverse impacts upon any Commonwealth agency applications.	Number of deadlines missed	Quarterly Report	**\$1,000 per calendar day for first 20 days ** \$2,500 for every subsequent calendar day or fraction thereof (after day 21) ***EXCEPT that any failures impacting applications of the PLCB shall be assessed liquidated damages in the amount of \$25,000 for every day or fraction of a day that implementation is delayed.	Per deadline missed, Per day late.
Delivery of Operating Platform within established timeframe	100%	If Offeror makes a change to the operating platform, Commonwealth must have 120 days to test the platform and make any resultant, necessary Commonwealth system modifications.	Timing of delivery of platform and specification (platform used).	One time	\$5000 per day less than the required 120 days	Per deadline missed, per day.

APPENDIX J - SERVICE LEVEL AGREEMENTS (SLA'S)

Performance Metric	Performance Target	Description	Calculation	Frequency of Review	Liquidated Damages	Unit of Measure
Funding Availability	100%	Offeror is required to maintain funding availability requirements as agreed.	Number of Days Late	Monthly Report	<p>**\$500 per day late</p> <p>**additional \$100 per incident per day per directly affected agency if delay in funding is caused by failure to settle at agreed-to schedule</p> <p>**for each day that Commonwealth agency is not funded as agreed, liquidated damages will also be assessed in an amount equal to the interest payable on the unfunded amount for each day that is unfunded and continuing to accrue until proper funding is made. The interest rate paid will be calculated by using Prime as stated in the Wall Street Journal at http://www.wsjprimerate.us/.</p>	Per deadline missed, per day.
Impact on Commonwealth Applications	100%	Operation of system, including system outages and corrective action plans, must not adversely impact any Commonwealth agency applications	Number of days that corrective action plan is not completed beyond first 7 days.	Monthly Report	<p>**In addition to damages for unavailability of system, liquidated damages of \$5,000 per day for every day after 30 days that a corrective action plan is not completed.</p> <p>**If same problem recurs subsequent to implementation of corrective action plan and is not corrected within 7 calendar days, then liquidated damages of \$5,000 will be assessed each day until the problem is fully and finally resolved.</p>	Per system impact, Per day late.

APPENDIX J - SERVICE LEVEL AGREEMENTS (SLA'S)

Performance Metric	Performance Target	Description	Calculation	Frequency of Review	Liquidated Damages	Unit of Measure
Platform Implementation	100%	Roll-out of electronic payment processing service to using agencies in conformity with specifications of this RFP and the contract.	Number of Days Late	Quarterly Report	**\$1000 per calendar day for the first 20 days **\$2,500 for every subsequent calendar day or fraction thereof (after day 21) ***EXCEPT that any implementation delays which impact the PLCB shall be assessed liquidated damages in the amount of \$25,000 for every day or fraction of a day that implementation is delayed	Per day of missed deadline.
Platform SAAS Based Hosted Payment Page Implementation	100%	Roll-out of electronic payment processing service to using agencies in conformity with specifications of this RFP and the contract.	Number of Days Late	Quarterly Report	**\$1000 per calendar day for the first 20 days **\$2,500 for every subsequent calendar day or fraction thereof (after day 21) ***EXCEPT that any implementation delays which impact the PLCB shall be assessed liquidated damages in the amount of \$25,000 for every day or fraction of a day that implementation is delayed	Per day of missed deadline.
Submission of Reports and Data Files	100%	Requirement to submit various data files and financial reports as set forth in RFP and contract within 5 days of scheduled due date via Commonwealth approved submission methods.	Number of Days Late	Monthly Report	\$500 per incident, per day late	Per incident, per day

APPENDIX J - SERVICE LEVEL AGREEMENTS (SLA'S)

Performance Metric	Performance Target	Description	Calculation	Frequency of Review	Liquidated Damages	Unit of Measure
System Availability	100%	24/7/365 availability of electronic payment processing system to Commonwealth's customers	Number of minutes of system unavailability per calendar day per using agency	Montly Report	<p>***\$6,750 per calendar day for each daily downtime total of 120 to 240 minutes per using agency</p> <p>**\$20,250 per calendar day for each daily downtime total above 240 minutes</p> <p>**\$13,500 for each calendar month whenever downtime total exceeds 450 minutes for a calendar month, which will be assessed in addition to the daily rate liquidated damages above</p> <p>For PLCB: \$200,000 per occurrence of 30 minutes of downtime prorated in 15 minute increments when the outage occurs between 8:00 AM and 10:00PM.</p>	Per Outage
System response time.	100%	The system shall maintain a per transaction response time of less than 5 seconds.	Receipt of the authorization or rejection of the payment method.	Monthly	When not part of a planned or unplanned outage, the penalty shall equal the transaction processing fee.	Per Occurrence

**APPENDIX K
FUNDS AVAILABILITY
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# 6100033736**

MASTERCARD, VISA, DISCOVER AND DEBIT CARD TRANSACTIONS

Offerors shall enter the cut-off time for transactions to be settled by Agencies (column a), the associated day of the week on which the transactions will be processed if they are received before the cut-off time (column b), and the time and day by which funds will be deposited using an ACH transaction (column c) for domestic MasterCard, VISA, Discover, On-line and Off-line Debit Card transactions.

The selected Offeror must credit the Commonwealth account(s) with funds equal to each agency's end-of-day settlement for all bankcard and debit card transactions (i.e. MasterCard, Visa, Discover and debit card funding) on the next bank business process day from the settlement date. All agencies' end-of-day settlement is defined as a calendar day ending no later than 11:00 p.m. EST.

Funds Availability		Visa/MasterCard/Discover On-line and Off-line Debit Cards
(a)	(b)	(c)
Transactions settled before	Will be processed on:	Funds will be deposited via ACH no later than
(EST) on:		(EST) on:
1	Monday	
2	Tuesday	
3	Wednesday	
4	Thursday	
5	Friday	
6	Saturday	
7	Sunday	

Note: The Commonwealth and PLCB separately contract with American Express and the funding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

INVOICE TO: Commonwealth of Pennsylvania
Office of the Budget
Bureau of Accounting and Financial Management
555 Walnut Street
9th Floor
Harrisburg, PA 17101

INVOICE FROM: PNC Merchant Services
FED. Tax ID # 25-1786760
Attn: Stuart Rothman
1307 Walt Whitman Road
Melville, NY 11747

REMIT TO: PNC Merchant Services
PA Vendor ID 363982-901
620 Liberty Avenue
Pittsburgh, PA 15222-2722
DDA # 1010840294
ABA # 043000096

****PAY VIA ACH ACCT BN01**

INVOICE MONTH: June - 2015

INVOICE DATE: 7/16/2015

Payment Due Date: 8/31/2015

INVOICE AMOUNT: \$1,999,324.88

I. INTERCHANGE, DUES, & ASSESSMENTS	\$1,417,853.41
II. TRANSACTION PROCESSING FEES	\$546,799.41
III. ANCILLARY FEES	\$34,322.06
IV. CONFIRMATION FILE	\$350.00
TOTAL	\$1,999,324.88

□ 𐀀𐀁𐀂𐀃𐀄𐀅𐀆𐀇𐀈𐀉𐀊𐀋𐀌𐀍𐀎𐀏𐀐𐀑𐀒𐀓𐀔𐀕𐀖𐀗𐀘𐀙𐀚𐀛𐀜𐀝𐀞𐀟𐀠𐀡𐀢𐀣𐀤𐀥𐀦𐀧𐀨𐀩𐀪𐀫𐀬𐀭𐀮𐀯𐀰𐀱𐀲𐀳𐀴𐀵𐀶𐀷𐀸𐀹𐀺𐀻𐀼𐀽𐀾𐀿𐁀𐁁𐁂𐁃𐁄𐁅𐁆𐁇𐁈𐁉𐁊𐁋𐁌𐁍𐁎𐁏𐁐𐁑𐁒𐁓𐁔𐁕𐁖𐁗𐁘𐁙𐁚𐁛𐁜𐁝𐁞𐁟𐁠𐁡𐁢𐁣𐁤𐁥𐁦𐁧𐁨𐁩𐁪𐁫𐁬𐁭𐁮𐁯𐁰𐁱𐁲𐁳𐁴𐁵𐁶𐁷𐁸𐁹𐁺𐁻𐁼𐁽𐁾𐁿𐂀𐂁𐂂𐂃𐂄𐂅𐂆𐂇𐂈𐂉𐂊𐂋𐂌𐂍𐂎𐂏𐂐𐂑𐂒𐂓𐂔𐂕𐂖𐂗𐂘𐂙𐂚𐂛𐂜𐂝𐂞𐂟𐂠𐂡𐂢𐂣𐂤𐂥𐂦𐂧𐂨𐂩𐂪𐂫𐂬𐂭𐂮𐂯𐂰𐂱𐂲𐂳𐂴𐂵𐂶𐂷𐂸𐂹𐂺𐂻𐂼𐂽𐂾𐂿𐃀𐃁𐃂𐃃𐃄𐃅𐃆𐃇𐃈𐃉𐃊𐃋𐃌𐃍𐃎𐃏𐃐𐃑𐃒𐃓𐃔𐃕𐃖𐃗𐃘𐃙𐃚𐃛𐃜𐃝𐃞𐃟𐃠𐃡𐃢𐃣𐃤𐃥𐃦𐃧𐃨𐃩𐃪𐃫𐃬𐃭𐃮𐃯𐃰𐃱𐃲𐃳𐃴𐃵𐃶𐃷𐃸𐃹𐃺𐃻𐃼𐃽𐃾𐃿𐄀𐄁𐄂𐄃𐄄𐄅𐄆𐄇𐄈𐄉𐄊𐄋𐄌𐄍𐄎𐄏𐄐𐄑𐄒𐄓𐄔𐄕𐄖𐄗𐄘𐄙𐄚𐄛𐄜𐄝𐄞𐄟𐄠𐄡𐄢𐄣𐄤𐄥𐄦𐄧𐄨𐄩𐄪𐄫𐄬𐄭𐄮𐄯𐄰𐄱𐄲𐄳𐄴𐄵𐄶𐄷𐄸𐄹𐄺𐄻𐄼𐄽𐄾𐄿𐅀𐅁𐅂𐅃𐅄𐅅𐅆𐅇𐅈𐅉𐅊𐅋𐅌𐅍𐅎𐅏𐅐𐅑𐅒𐅓𐅔𐅕𐅖𐅗𐅘𐅙𐅚𐅛𐅜𐅝𐅞𐅟𐅠𐅡𐅢𐅣𐅤𐅥𐅦𐅧𐅨𐅩𐅪𐅫𐅬𐅭𐅮𐅯𐅰𐅱𐅲𐅳𐅴𐅵𐅶𐅷𐅸𐅹𐅺𐅻𐅼𐅽𐅾𐅿𐆀𐆁𐆂𐆃𐆄𐆅𐆆𐆇𐆈𐆉𐆊𐆋𐆌𐆍𐆎𐆏𐆐𐆑𐆒𐆓𐆔𐆕𐆖𐆗𐆘𐆙𐆚𐆛𐆜𐆝𐆞𐆟𐆠𐆡𐆢𐆣𐆤𐆥𐆦𐆧𐆨𐆩𐆪𐆫𐆬𐆭𐆮𐆯𐆰𐆱𐆲𐆳𐆴𐆵𐆶𐆷𐆸𐆹𐆺𐆻𐆼𐆽𐆾𐆿𐇀𐇁𐇂𐇃𐇄𐇅𐇆𐇇𐇈𐇉𐇊𐇋𐇌𐇍𐇎𐇏𐇐𐇑𐇒𐇓𐇔𐇕𐇖𐇗𐇘𐇙𐇚𐇛𐇜𐇝𐇞𐇟𐇠𐇡𐇢𐇣𐇤𐇥𐇦𐇧𐇨𐇩𐇪𐇫𐇬𐇭𐇮𐇯𐇰𐇱𐇲𐇳𐇴𐇵𐇶𐇷𐇸𐇹𐇺𐇻𐇼𐇽𐇾𐇿𐈀𐈁𐈂𐈃𐈄𐈅𐈆𐈇𐈈𐈉𐈊𐈋𐈌𐈍𐈎𐈏𐈐𐈑𐈒𐈓𐈔𐈕𐈖𐈗𐈘𐈙𐈚𐈛𐈜𐈝𐈞𐈟𐈠𐈡𐈢𐈣𐈤𐈥𐈦𐈧𐈨𐈩𐈪𐈫𐈬𐈭𐈮𐈯𐈰𐈱𐈲𐈳𐈴𐈵𐈶𐈷𐈸𐈹𐈺𐈻𐈼𐈽𐈾𐈿𐉀𐉁𐉂𐉃𐉄𐉅𐉆𐉇𐉈𐉉𐉊𐉋𐉌𐉍𐉎𐉏𐉐𐉑𐉒𐉓𐉔𐉕𐉖𐉗𐉘𐉙𐉚𐉛𐉜𐉝𐉞𐉟𐉠𐉡𐉢𐉣𐉤𐉥𐉦𐉧𐉨𐉩𐉪𐉫𐉬𐉭𐉮𐉯𐉰𐉱𐉲𐉳𐉴𐉵𐉶𐉷𐉸𐉹𐉺𐉻𐉼𐉽𐉾𐉿𐊀𐊁𐊂𐊃𐊄𐊅𐊆𐊇𐊈𐊉𐊊𐊋𐊌𐊍𐊎𐊏𐊐𐊑𐊒𐊓𐊔𐊕𐊖𐊗𐊘𐊙𐊚𐊛𐊜𐊝𐊞𐊟𐊠𐊡𐊢𐊣𐊤𐊥𐊦𐊧𐊨𐊩𐊪𐊫𐊬𐊭𐊮𐊯𐊰𐊱𐊲𐊳𐊴𐊵𐊶𐊷𐊸𐊹𐊺𐊻𐊼𐊽𐊾𐊿𐋀𐋁𐋂𐋃𐋄𐋅𐋆𐋇𐋈𐋉𐋊𐋋𐋌𐋍𐋎𐋏𐋐𐋑𐋒𐋓𐋔𐋕𐋖𐋗𐋘𐋙𐋚𐋛𐋜𐋝𐋞𐋟𐋠𐋡𐋢𐋣𐋤𐋥𐋦𐋧𐋨𐋩𐋪𐋫𐋬𐋭𐋮𐋯𐋰𐋱𐋲𐋳𐋴𐋵𐋶𐋷𐋸𐋹𐋺𐋻𐋼𐋽𐋾𐋿𐌀𐌁𐌂𐌃𐌄𐌅𐌆𐌇𐌈𐌉𐌊𐌋𐌌𐌍𐌎𐌏𐌐𐌑𐌒𐌓𐌔𐌕𐌖𐌗𐌘𐌙𐌚𐌛𐌜𐌝𐌞𐌟𐌠𐌡𐌢𐌣𐌤𐌥𐌦𐌧𐌨𐌩𐌪𐌫𐌬𐌭𐌮𐌯𐌰𐌱𐌲𐌳𐌴𐌵𐌶𐌷𐌸𐌹𐌺𐌻𐌼𐌽𐌾𐌿𐍀𐍁𐍂𐍃𐍄𐍅𐍆𐍇𐍈𐍉𐍊𐍋𐍌𐍍𐍎𐍏𐍐𐍑𐍒𐍓𐍔𐍕𐍖𐍗𐍘𐍙𐍚𐍛𐍜𐍝𐍞𐍟𐍠𐍡𐍢𐍣𐍤𐍥𐍦𐍧𐍨𐍩𐍪𐍫𐍬𐍭𐍮𐍯𐍰𐍱𐍲𐍳𐍴𐍵𐍶𐍷𐍸𐍹𐍺𐍻𐍼𐍽𐍾𐍿𐎀𐎁𐎂𐎃𐎄𐎅𐎆𐎇𐎈𐎉𐎊𐎋𐎌𐎍𐎎𐎏𐎐𐎑𐎒𐎓𐎔𐎕𐎖𐎗𐎘𐎙𐎚𐎛𐎜𐎝𐎞𐎟𐎠𐎡𐎢𐎣𐎤𐎥𐎦𐎧𐎨𐎩𐎪𐎫𐎬𐎭𐎮𐎯𐎰𐎱𐎲𐎳𐎴𐎵𐎶𐎷𐎸𐎹𐎺𐎻𐎼𐎽𐎾𐎿𐏀𐏁𐏂𐏃𐏄𐏅𐏆𐏇𐏈𐏉𐏊𐏋𐏌𐏍𐏎𐏏𐏐𐏑𐏒𐏓𐏔𐏕𐏖𐏗𐏘𐏙𐏚𐏛𐏜𐏝𐏞𐏟𐏠𐏡𐏢𐏣𐏤𐏥𐏦𐏧𐏨𐏩𐏪𐏫𐏬𐏭𐏮𐏯𐏰𐏱𐏲𐏳𐏴𐏵𐏶𐏷𐏸𐏹𐏺𐏻𐏼𐏽𐏾𐏿𐐀𐐁𐐂𐐃𐐄𐐅𐐆𐐇𐐈𐐉𐐊𐐋𐐌𐐍𐐎𐐏𐐐𐐑𐐒𐐓𐐔𐐕𐐖𐐗𐐘𐐙𐐚𐐛𐐜𐐝𐐞𐐟𐐠𐐡𐐢𐐣𐐤𐐥𐐦𐐧𐐨𐐩𐐪𐐫𐐬𐐭𐐮𐐯𐐰𐐱𐐲𐐳𐐴𐐵𐐶𐐷𐐸𐐹𐐺𐐻𐐼𐐽𐐾𐐿𐑀𐑁𐑂𐑃𐑄𐑅𐑆𐑇𐑈𐑉𐑊𐑋𐑌𐑍𐑎𐑏𐑐𐑑𐑒𐑓𐑔𐑕𐑖𐑗𐑘𐑙𐑚𐑛𐑜𐑝𐑞𐑟𐑠𐑡𐑢𐑣𐑤𐑥𐑦𐑧𐑨𐑩𐑪𐑫𐑬𐑭𐑮𐑯𐑰𐑱𐑲𐑳𐑴𐑵𐑶𐑷𐑸𐑹𐑺𐑻𐑼𐑽𐑾𐑿𐒀𐒁𐒂𐒃𐒄𐒅𐒆𐒇𐒈𐒉𐒊𐒋𐒌𐒍𐒎𐒏𐒐𐒑𐒒𐒓𐒔𐒕𐒖𐒗𐒘𐒙𐒚𐒛𐒜𐒝𐒞𐒟𐒠𐒡𐒢𐒣𐒤𐒥𐒦𐒧𐒨𐒩𐒪𐒫𐒬𐒭𐒮𐒯𐒰𐒱𐒲𐒳𐒴𐒵𐒶𐒷𐒸𐒹𐒺𐒻𐒼𐒽𐒾𐒿𐓀𐓁𐓂𐓃𐓄𐓅𐓆𐓇𐓈𐓉𐓊𐓋𐓌𐓍𐓎𐓏𐓐𐓑𐓒𐓓𐓔𐓕𐓖𐓗𐓘𐓙𐓚𐓛𐓜𐓝𐓞𐓟𐓠𐓡𐓢𐓣𐓤𐓥𐓦𐓧𐓨𐓩𐓪𐓫𐓬𐓭𐓮𐓯𐓰𐓱𐓲𐓳𐓴𐓵𐓶𐓷𐓸𐓹𐓺𐓻𐓼𐓽𐓾𐓿𐔀𐔁𐔂𐔃𐔄𐔅𐔆𐔇𐔈𐔉𐔊𐔋𐔌𐔍𐔎𐔏𐔐𐔑𐔒𐔓𐔔𐔕𐔖𐔗𐔘𐔙𐔚𐔛𐔜𐔝𐔞𐔟𐔠𐔡𐔢𐔣𐔤𐔥𐔦𐔧𐔨𐔩𐔪𐔫𐔬𐔭𐔮𐔯𐔰𐔱𐔲𐔳𐔴𐔵𐔶𐔷𐔸𐔹𐔺𐔻𐔼𐔽𐔾𐔿𐕀𐕁𐕂𐕃𐕄𐕅𐕆𐕇𐕈𐕉𐕊𐕋𐕌𐕍𐕎𐕏𐕐𐕑𐕒𐕓𐕔𐕕𐕖𐕗𐕘𐕙𐕚𐕛𐕜𐕝𐕞𐕟𐕠𐕡𐕢𐕣𐕤𐕥𐕦𐕧𐕨𐕩𐕪𐕫𐕬𐕭𐕮𐕯𐕰𐕱𐕲𐕳𐕴𐕵𐕶𐕷𐕸𐕹𐕺𐕻𐕼𐕽𐕾𐕿𐖀𐖁𐖂𐖃𐖄𐖅𐖆𐖇𐖈𐖉𐖊𐖋𐖌𐖍𐖎𐖏𐖐𐖑𐖒𐖓𐖔𐖕𐖖𐖗𐖘𐖙𐖚𐖛𐖜𐖝𐖞𐖟𐖠𐖡𐖢𐖣𐖤𐖥𐖦𐖧𐖨𐖩𐖪𐖫𐖬𐖭𐖮𐖯𐖰𐖱𐖲𐖳𐖴𐖵𐖶𐖷𐖸𐖹𐖺𐖻𐖼𐖽𐖾𐖿𐗀𐗁𐗂𐗃𐗄𐗅𐗆𐗇𐗈𐗉𐗊𐗋𐗌𐗍𐗎𐗏𐗐𐗑𐗒𐗓𐗔𐗕𐗖𐗗𐗘𐗙𐗚𐗛𐗜𐗝𐗞𐗟𐗠𐗡𐗢𐗣𐗤𐗥𐗦𐗧𐗨𐗩𐗪𐗫𐗬𐗭𐗮𐗯𐗰𐗱𐗲𐗳𐗴𐗵𐗶𐗷𐗸𐗹𐗺𐗻𐗼𐗽𐗾𐗿𐘀𐘁𐘂𐘃𐘄𐘅𐘆𐘇𐘈𐘉𐘊𐘋𐘌𐘍𐘎𐘏𐘐𐘑𐘒𐘓𐘔𐘕𐘖𐘗𐘘𐘙𐘚𐘛𐘜𐘝𐘞𐘟𐘠𐘡𐘢𐘣𐘤𐘥𐘦𐘧𐘨𐘩𐘪𐘫𐘬𐘭𐘮𐘯𐘰𐘱𐘲𐘳𐘴𐘵𐘶𐘷𐘸𐘹𐘺𐘻𐘼𐘽𐘾𐘿𐙀𐙁𐙂𐙃𐙄𐙅𐙆𐙇𐙈𐙉𐙊𐙋𐙌𐙍𐙎𐙏𐙐𐙑𐙒𐙓𐙔𐙕𐙖𐙗𐙘𐙙𐙚𐙛𐙜𐙝𐙞𐙟𐙠𐙡𐙢𐙣𐙤𐙥𐙦𐙧𐙨𐙩𐙪𐙫𐙬𐙭𐙮𐙯𐙰𐙱𐙲𐙳𐙴𐙵𐙶𐙷𐙸𐙹𐙺𐙻𐙼𐙽𐙾𐙿𐚀𐚁𐚂𐚃𐚄𐚅𐚆𐚇𐚈𐚉𐚊𐚋𐚌𐚍𐚎𐚏𐚐𐚑𐚒𐚓𐚔𐚕𐚖𐚗𐚘𐚙𐚚𐚛𐚜𐚝𐚞𐚟𐚠𐚡𐚢𐚣𐚤𐚥𐚦𐚧𐚨𐚩𐚪𐚫𐚬𐚭𐚮𐚯𐚰𐚱𐚲𐚳𐚴𐚵𐚶𐚷𐚸𐚹𐚺𐚻𐚼𐚽𐚾𐚿𐛀𐛁𐛂𐛃𐛄𐛅𐛆𐛇𐛈𐛉𐛊𐛋𐛌𐛍𐛎𐛏𐛐𐛑𐛒𐛓𐛔𐛕𐛖𐛗𐛘𐛙𐛚𐛛𐛜𐛝𐛞𐛟𐛠𐛡𐛢𐛣𐛤𐛥𐛦𐛧𐛨𐛩𐛪𐛫𐛬𐛭𐛮𐛯𐛰𐛱𐛲𐛳𐛴𐛵𐛶𐛷𐛸𐛹𐛺𐛻𐛼𐛽𐛾𐛿𐜀𐜁𐜂𐜃𐜄𐜅𐜆𐜇𐜈𐜉𐜊𐜋𐜌𐜍𐜎𐜏𐜐𐜑𐜒𐜓𐜔𐜕𐜖𐜗𐜘𐜙𐜚𐜛𐜜𐜝𐜞𐜟𐜠𐜡𐜢𐜣𐜤𐜥𐜦𐜧𐜨𐜩𐜪𐜫𐜬𐜭𐜮𐜯𐜰𐜱𐜲𐜳𐜴𐜵𐜶𐜷𐜸𐜹𐜺𐜻𐜼𐜽𐜾𐜿𐝀𐝁𐝂𐝃𐝄𐝅𐝆𐝇𐝈𐝉𐝊𐝋𐝌𐝍𐝎𐝏𐝐𐝑𐝒𐝓𐝔𐝕𐝖𐝗𐝘𐝙𐝚𐝛𐝜𐝝𐝞𐝟𐝠𐝡𐝢𐝣𐝤𐝥𐝦𐝧𐝨𐝩𐝪𐝫𐝬𐝭𐝮𐝯𐝰𐝱𐝲𐝳𐝴𐝵𐝶𐝷𐝸𐝹𐝺𐝻𐝼𐝽𐝾𐝿𐞀𐞁𐞂𐞃𐞄𐞅𐞆𐞇𐞈𐞉𐞊𐞋𐞌𐞍𐞎𐞏𐞐𐞑𐞒𐞓𐞔𐞕𐞖𐞗𐞘𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐟀𐟁𐟂𐟃𐟄𐟅𐟆𐟇𐟈𐟉𐟊𐟋𐟌𐟍𐟎𐟏𐟐𐟑𐟒𐟓𐟔𐟕𐟖𐟗𐟘𐟙𐟚𐟛𐟜𐟝𐟞𐟟𐟠𐟡𐟢𐟣𐟤𐟥𐟦𐟧𐟨𐟩𐟪𐟫𐟬𐟭𐟮𐟯𐟰𐟱𐟲𐟳𐟴𐟵𐟶𐟷𐟸𐟹𐟺𐟻𐟼𐟽𐟾𐟿𐠀𐠁𐠂𐠃𐠄𐠅𐠆𐠇𐠈𐠉𐠊𐠋𐠌𐠍𐠎𐠏𐠐𐠑𐠒𐠓𐠔𐠕𐠖𐠗𐠘𐠙𐠚𐠛𐠜𐠝𐠞𐠟𐠠𐠡𐠢𐠣𐠤𐠥𐠦𐠧𐠨𐠩𐠪𐠫𐠬𐠭𐠮𐠯𐠰𐠱𐠲𐠳𐠴𐠵𐠶𐠷𐠸𐠹𐠺𐠻𐠼𐠽𐠾𐠿𐡀𐡁𐡂𐡃𐡄𐡅𐡆𐡇𐡈𐡉𐡊𐡋𐡌𐡍𐡎𐡏𐡐𐡑𐡒𐡓𐡔𐡕𐡖𐡗𐡘𐡙𐡚𐡛𐡜𐡝𐡞𐡟𐡠𐡡𐡢𐡣𐡤𐡥𐡦𐡧𐡨𐡩𐡪𐡫𐡬𐡭𐡮𐡯𐡰𐡱𐡲𐡳𐡴𐡵𐡶𐡷𐡸𐡹𐡺𐡻𐡼𐡽𐡾𐡿𐢀𐢁𐢂𐢃𐢄𐢅𐢆𐢇𐢈𐢉𐢊𐢋𐢌𐢍𐢎𐢏𐢐𐢑𐢒𐢓𐢔𐢕𐢖𐢗𐢘𐢙𐢚𐢛𐢜𐢝𐢞𐢟𐢠𐢡𐢢𐢣𐢤𐢥𐢦𐢧𐢨𐢩𐢪𐢫𐢬𐢭𐢮𐢯𐢰𐢱𐢲𐢳𐢴𐢵𐢶𐢷𐢸𐢹𐢺𐢻𐢼𐢽𐢾𐢿𐣀𐣁𐣂𐣃𐣄𐣅𐣆𐣇𐣈𐣉𐣊𐣋𐣌𐣍𐣎𐣏𐣐𐣑𐣒𐣓𐣔𐣕𐣖𐣗𐣘𐣙𐣚𐣛𐣜𐣝𐣞𐣟𐣠𐣡𐣢𐣣𐣤𐣥𐣦𐣧𐣨𐣩𐣪𐣫𐣬𐣭𐣮𐣯𐣰𐣱𐣲𐣳𐣴𐣵𐣶𐣷𐣸𐣹𐣺𐣻𐣼𐣽𐣾𐣿𐤀𐤁𐤂𐤃𐤄𐤅𐤆𐤇𐤈𐤉𐤊𐤋𐤌𐤍𐤎𐤏𐤐𐤑𐤒𐤓𐤔𐤕𐤖𐤗𐤘𐤙𐤚𐤛𐤜𐤝𐤞𐤟𐤠𐤡𐤢𐤣𐤤𐤥𐤦𐤧𐤨𐤩𐤪𐤫𐤬𐤭𐤮𐤯𐤰𐤱𐤲𐤳𐤴𐤵𐤶𐤷𐤸𐤹𐤺𐤻𐤼𐤽𐤾𐤿𐥀𐥁𐥂𐥃𐥄𐥅𐥆𐥇𐥈𐥉𐥊𐥋𐥌𐥍𐥎𐥏𐥐𐥑𐥒𐥓𐥔𐥕𐥖𐥗𐥘𐥙𐥚𐥛𐥜𐥝𐥞𐥟𐥠𐥡𐥢𐥣𐥤𐥥𐥦𐥧𐥨𐥩𐥪𐥫𐥬𐥭𐥮𐥯𐥰𐥱𐥲𐥳𐥴𐥵𐥶𐥷𐥸𐥹𐥺𐥻𐥼𐥽𐥾𐥿𐦀𐦁𐦂𐦃𐦄𐦅𐦆𐦇𐦈𐦉𐦊𐦋𐦌𐦍𐦎𐦏𐦐𐦑𐦒𐦓𐦔𐦕𐦖𐦗𐦘𐦙𐦚𐦛𐦜𐦝𐦞𐦟𐦠𐦡𐦢𐦣𐦤𐦥𐦦𐦧𐦨𐦩𐦪𐦫𐦬𐦭𐦮𐦯𐦰𐦱𐦲𐦳𐦴𐦵𐦶𐦷𐦸𐦹𐦺𐦻𐦼𐦽𐦾𐦿𐧀𐧁𐧂𐧃𐧄𐧅𐧆𐧇𐧈𐧉𐧊𐧋𐧌𐧍𐧎𐧏𐧐𐧑𐧒𐧓𐧔𐧕𐧖𐧗𐧘𐧙𐧚𐧛𐧜𐧝𐧞𐧟𐧠𐧡𐧢𐧣𐧤𐧥𐧦𐧧𐧨𐧩𐧪𐧫𐧬𐧭𐧮𐧯𐧰𐧱𐧲𐧳𐧴𐧵𐧶𐧷𐧸𐧹𐧺𐧻𐧼𐧽𐧾𐧿𐨀𐨁𐨂𐨃𐨄𐨅𐨆𐨇𐨈𐨉𐨊𐨋𐨌𐨍𐨎𐨏𐨐𐨑𐨒𐨓𐨔𐨕𐨖𐨗𐨘𐨙𐨚𐨛𐨜𐨝𐨞𐨟𐨠𐨡𐨢𐨣𐨤𐨥𐨦𐨧𐨨𐨩𐨪𐨫𐨬𐨭𐨮𐨯𐨰𐨱𐨲𐨳𐨴𐨵𐨶𐨷𐨹𐨺𐨸𐨻𐨼𐨽𐨾𐨿𐩀𐩁𐩂𐩃𐩄𐩅𐩆𐩇𐩈𐩉𐩊𐩋𐩌𐩍𐩎𐩏𐩐𐩑𐩒𐩓𐩔𐩕𐩖𐩗𐩘𐩙𐩚𐩛𐩜𐩝𐩞𐩟𐩠𐩡𐩢𐩣𐩤𐩥𐩦𐩧𐩨𐩩𐩪𐩫𐩬𐩭𐩮𐩯𐩰𐩱𐩲𐩳𐩴𐩵𐩶𐩷𐩸𐩹𐩺𐩻𐩼𐩽𐩾𐩿𐪀𐪁𐪂𐪃𐪄𐪅𐪆𐪇𐪈𐪉𐪊𐪋𐪌𐪍𐪎𐪏𐪐𐪑𐪒𐪓𐪔𐪕𐪖𐪗𐪘𐪙𐪚𐪛𐪜𐪝𐪞𐪟𐪠𐪡𐪢𐪣𐪤𐪥𐪦𐪧𐪨𐪩𐪪𐪫𐪬𐪭𐪮𐪯𐪰𐪱𐪲𐪳𐪴𐪵𐪶𐪷𐪸𐪹𐪺𐪻𐪼𐪽𐪾𐪿𐫀𐫁𐫂𐫃𐫄𐫅𐫆𐫇𐫈𐫉𐫊𐫋𐫌𐫍𐫎𐫏𐫐𐫑𐫒𐫓𐫔𐫕𐫖𐫗𐫘𐫙𐫚𐫛𐫜𐫝𐫞𐫟𐫠𐫡𐫢𐫣𐫤𐫦𐫥𐫧𐫨𐫩𐫪𐫫𐫬𐫭𐫮𐫯𐫰𐫱𐫲𐫳𐫴𐫵𐫶𐫷𐫸𐫹𐫺𐫻𐫼𐫽𐫾𐫿𐬀𐬁𐬂𐬃𐬄𐬅𐬆𐬇𐬈𐬉𐬊𐬋𐬌𐬍𐬎𐬏𐬐𐬑𐬒𐬓𐬔𐬕𐬖𐬗𐬘𐬙𐬚𐬛𐬜𐬝𐬞𐬟𐬠𐬡𐬢𐬣𐬤𐬥𐬦𐬧𐬨𐬩𐬪𐬫𐬬𐬭𐬮𐬯𐬰𐬱𐬲𐬳𐬴𐬵𐬶𐬷𐬸𐬹𐬺𐬻𐬼𐬽𐬾𐬿𐭀𐭁𐭂𐭃𐭄𐭅𐭆𐭇𐭈𐭉𐭊𐭋𐭌𐭍𐭎𐭏𐭐𐭑𐭒𐭓𐭔𐭕𐭖𐭗𐭘𐭙𐭚𐭛𐭜𐭝𐭞𐭟𐭠𐭡𐭢𐭣𐭤𐭥𐭦𐭧𐭨𐭩𐭪𐭫𐭬𐭭𐭮𐭯𐭰𐭱𐭲𐭳𐭴𐭵𐭶𐭷𐭸𐭹𐭺𐭻𐭼𐭽𐭾𐭿𐮀𐮁𐮂𐮃𐮄𐮅𐮆𐮇𐮈𐮉𐮊𐮋𐮌𐮍𐮎𐮏𐮐𐮑𐮒𐮓𐮔𐮕𐮖𐮗𐮘𐮙𐮚𐮛𐮜𐮝𐮞𐮟𐮠𐮡𐮢𐮣𐮤𐮥𐮦𐮧𐮨𐮩𐮪𐮫𐮬𐮭𐮮𐮯𐮰𐮱𐮲𐮳𐮴𐮵𐮶𐮷𐮸𐮹𐮺𐮻𐮼𐮽𐮾𐮿𐯀𐯁𐯂𐯃𐯄𐯅𐯆𐯇𐯈𐯉𐯊𐯋𐯌𐯍𐯎𐯏𐯐𐯑𐯒𐯓𐯔𐯕𐯖𐯗𐯘𐯙𐯚𐯛𐯜𐯝𐯞𐯟𐯠𐯡𐯢𐯣𐯤𐯥𐯦𐯧𐯨𐯩𐯪𐯫𐯬𐯭𐯮𐯯𐯰𐯱𐯲𐯳𐯴𐯵𐯶𐯷𐯸𐯹𐯺𐯻𐯼𐯽𐯾𐯿𐰀𐰁𐰂𐰃𐰄𐰅𐰆𐰇𐰈𐰉𐰊𐰋𐰌𐰍𐰎𐰏

□ 𐀀𐀁𐀂𐀃𐀄𐀅𐀆𐀇𐀈𐀉𐀊𐀋𐀌𐀍𐀎𐀏𐀐𐀑𐀒𐀓𐀔𐀕𐀖𐀗𐀘𐀙𐀚𐀛𐀜𐀝𐀞𐀟𐀠𐀡𐀢𐀣𐀤𐀥𐀦𐀧𐀨𐀩𐀪𐀫𐀬𐀭𐀮𐀯𐀰𐀱𐀲𐀳𐀴𐀵𐀶𐀷𐀸𐀹𐀺𐀻𐀼𐀽𐀾𐀿𐁀𐁁𐁂𐁃𐁄𐁅𐁆𐁇𐁈𐁉𐁊𐁋𐁌𐁍𐁎𐁏𐁐𐁑𐁒𐁓𐁔𐁕𐁖𐁗𐁘𐁙𐁚𐁛𐁜𐁝𐁞𐁟𐁠𐁡𐁢𐁣𐁤𐁥𐁦𐁧𐁨𐁩𐁪𐁫𐁬𐁭𐁮𐁯𐁰𐁱𐁲𐁳𐁴𐁵𐁶𐁷𐁸𐁹𐁺𐁻𐁼𐁽𐁾𐁿𐂀𐂁𐂂𐂃𐂄𐂅𐂆𐂇𐂈𐂉𐂊𐂋𐂌𐂍𐂎𐂏𐂐𐂑𐂒𐂓𐂔𐂕𐂖𐂗𐂘𐂙𐂚𐂛𐂜𐂝𐂞𐂟𐂠𐂡𐂢𐂣𐂤𐂥𐂦𐂧𐂨𐂩𐂪𐂫𐂬𐂭𐂮𐂯𐂰𐂱𐂲𐂳𐂴𐂵𐂶𐂷𐂸𐂹𐂺𐂻𐂼𐂽𐂾𐂿𐃀𐃁𐃂𐃃𐃄𐃅𐃆𐃇𐃈𐃉𐃊𐃋𐃌𐃍𐃎𐃏𐃐𐃑𐃒𐃓𐃔𐃕𐃖𐃗𐃘𐃙𐃚𐃛𐃜𐃝𐃞𐃟𐃠𐃡𐃢𐃣𐃤𐃥𐃦𐃧𐃨𐃩𐃪𐃫𐃬𐃭𐃮𐃯𐃰𐃱𐃲𐃳𐃴𐃵𐃶𐃷𐃸𐃹𐃺𐃻𐃼𐃽𐃾𐃿𐄀𐄁𐄂𐄃𐄄𐄅𐄆𐄇𐄈𐄉𐄊𐄋𐄌𐄍𐄎𐄏𐄐𐄑𐄒𐄓𐄔𐄕𐄖𐄗𐄘𐄙𐄚𐄛𐄜𐄝𐄞𐄟𐄠𐄡𐄢𐄣𐄤𐄥𐄦𐄧𐄨𐄩𐄪𐄫𐄬𐄭𐄮𐄯𐄰𐄱𐄲𐄳𐄴𐄵𐄶𐄷𐄸𐄹𐄺𐄻𐄼𐄽𐄾𐄿𐅀𐅁𐅂𐅃𐅄𐅅𐅆𐅇𐅈𐅉𐅊𐅋𐅌𐅍𐅎𐅏𐅐𐅑𐅒𐅓𐅔𐅕𐅖𐅗𐅘𐅙𐅚𐅛𐅜𐅝𐅞𐅟𐅠𐅡𐅢𐅣𐅤𐅥𐅦𐅧𐅨𐅩𐅪𐅫𐅬𐅭𐅮𐅯𐅰𐅱𐅲𐅳𐅴𐅵𐅶𐅷𐅸𐅹𐅺𐅻𐅼𐅽𐅾𐅿𐆀𐆁𐆂𐆃𐆄𐆅𐆆𐆇𐆈𐆉𐆊𐆋𐆌𐆍𐆎𐆏𐆐𐆑𐆒𐆓𐆔𐆕𐆖𐆗𐆘𐆙𐆚𐆛𐆜𐆝𐆞𐆟𐆠𐆡𐆢𐆣𐆤𐆥𐆦𐆧𐆨𐆩𐆪𐆫𐆬𐆭𐆮𐆯𐆰𐆱𐆲𐆳𐆴𐆵𐆶𐆷𐆸𐆹𐆺𐆻𐆼𐆽𐆾𐆿𐇀𐇁𐇂𐇃𐇄𐇅𐇆𐇇𐇈𐇉𐇊𐇋𐇌𐇍𐇎𐇏𐇐𐇑𐇒𐇓𐇔𐇕𐇖𐇗𐇘𐇙𐇚𐇛𐇜𐇝𐇞𐇟𐇠𐇡𐇢𐇣𐇤𐇥𐇦𐇧𐇨𐇩𐇪𐇫𐇬𐇭𐇮𐇯𐇰𐇱𐇲𐇳𐇴𐇵𐇶𐇷𐇸𐇹𐇺𐇻𐇼𐇽𐇾𐇿𐈀𐈁𐈂𐈃𐈄𐈅𐈆𐈇𐈈𐈉𐈊𐈋𐈌𐈍𐈎𐈏𐈐𐈑𐈒𐈓𐈔𐈕𐈖𐈗𐈘𐈙𐈚𐈛𐈜𐈝𐈞𐈟𐈠𐈡𐈢𐈣𐈤𐈥𐈦𐈧𐈨𐈩𐈪𐈫𐈬𐈭𐈮𐈯𐈰𐈱𐈲𐈳𐈴𐈵𐈶𐈷𐈸𐈹𐈺𐈻𐈼𐈽𐈾𐈿𐉀𐉁𐉂𐉃𐉄𐉅𐉆𐉇𐉈𐉉𐉊𐉋𐉌𐉍𐉎𐉏𐉐𐉑𐉒𐉓𐉔𐉕𐉖𐉗𐉘𐉙𐉚𐉛𐉜𐉝𐉞𐉟𐉠𐉡𐉢𐉣𐉤𐉥𐉦𐉧𐉨𐉩𐉪𐉫𐉬𐉭𐉮𐉯𐉰𐉱𐉲𐉳𐉴𐉵𐉶𐉷𐉸𐉹𐉺𐉻𐉼𐉽𐉾𐉿𐊀𐊁𐊂𐊃𐊄𐊅𐊆𐊇𐊈𐊉𐊊𐊋𐊌𐊍𐊎𐊏𐊐𐊑𐊒𐊓𐊔𐊕𐊖𐊗𐊘𐊙𐊚𐊛𐊜𐊝𐊞𐊟𐊠𐊡𐊢𐊣𐊤𐊥𐊦𐊧𐊨𐊩𐊪𐊫𐊬𐊭𐊮𐊯𐊰𐊱𐊲𐊳𐊴𐊵𐊶𐊷𐊸𐊹𐊺𐊻𐊼𐊽𐊾𐊿𐋀𐋁𐋂𐋃𐋄𐋅𐋆𐋇𐋈𐋉𐋊𐋋𐋌𐋍𐋎𐋏𐋐𐋑𐋒𐋓𐋔𐋕𐋖𐋗𐋘𐋙𐋚𐋛𐋜𐋝𐋞𐋟𐋠𐋡𐋢𐋣𐋤𐋥𐋦𐋧𐋨𐋩𐋪𐋫𐋬𐋭𐋮𐋯𐋰𐋱𐋲𐋳𐋴𐋵𐋶𐋷𐋸𐋹𐋺𐋻𐋼𐋽𐋾𐋿𐌀𐌁𐌂𐌃𐌄𐌅𐌆𐌇𐌈𐌉𐌊𐌋𐌌𐌍𐌎𐌏𐌐𐌑𐌒𐌓𐌔𐌕𐌖𐌗𐌘𐌙𐌚𐌛𐌜𐌝𐌞𐌟𐌠𐌡𐌢𐌣𐌤𐌥𐌦𐌧𐌨𐌩𐌪𐌫𐌬𐌭𐌮𐌯𐌰𐌱𐌲𐌳𐌴𐌵𐌶𐌷𐌸𐌹𐌺𐌻𐌼𐌽𐌾𐌿𐍀𐍁𐍂𐍃𐍄𐍅𐍆𐍇𐍈𐍉𐍊𐍋𐍌𐍍𐍎𐍏𐍐𐍑𐍒𐍓𐍔𐍕𐍖𐍗𐍘𐍙𐍚𐍛𐍜𐍝𐍞𐍟𐍠𐍡𐍢𐍣𐍤𐍥𐍦𐍧𐍨𐍩𐍪𐍫𐍬𐍭𐍮𐍯𐍰𐍱𐍲𐍳𐍴𐍵𐍶𐍷𐍸𐍹𐍺𐍻𐍼𐍽𐍾𐍿𐎀𐎁𐎂𐎃𐎄𐎅𐎆𐎇𐎈𐎉𐎊𐎋𐎌𐎍𐎎𐎏𐎐𐎑𐎒𐎓𐎔𐎕𐎖𐎗𐎘𐎙𐎚𐎛𐎜𐎝𐎞𐎟𐎠𐎡𐎢𐎣𐎤𐎥𐎦𐎧𐎨𐎩𐎪𐎫𐎬𐎭𐎮𐎯𐎰𐎱𐎲𐎳𐎴𐎵𐎶𐎷𐎸𐎹𐎺𐎻𐎼𐎽𐎾𐎿𐏀𐏁𐏂𐏃𐏄𐏅𐏆𐏇𐏈𐏉𐏊𐏋𐏌𐏍𐏎𐏏𐏐𐏑𐏒𐏓𐏔𐏕𐏖𐏗𐏘𐏙𐏚𐏛𐏜𐏝𐏞𐏟𐏠𐏡𐏢𐏣𐏤𐏥𐏦𐏧𐏨𐏩𐏪𐏫𐏬𐏭𐏮𐏯𐏰𐏱𐏲𐏳𐏴𐏵𐏶𐏷𐏸𐏹𐏺𐏻𐏼𐏽𐏾𐏿𐐀𐐁𐐂𐐃𐐄𐐅𐐆𐐇𐐈𐐉𐐊𐐋𐐌𐐍𐐎𐐏𐐐𐐑𐐒𐐓𐐔𐐕𐐖𐐗𐐘𐐙𐐚𐐛𐐜𐐝𐐞𐐟𐐠𐐡𐐢𐐣𐐤𐐥𐐦𐐧𐐨𐐩𐐪𐐫𐐬𐐭𐐮𐐯𐐰𐐱𐐲𐐳𐐴𐐵𐐶𐐷𐐸𐐹𐐺𐐻𐐼𐐽𐐾𐐿𐑀𐑁𐑂𐑃𐑄𐑅𐑆𐑇𐑈𐑉𐑊𐑋𐑌𐑍𐑎𐑏𐑐𐑑𐑒𐑓𐑔𐑕𐑖𐑗𐑘𐑙𐑚𐑛𐑜𐑝𐑞𐑟𐑠𐑡𐑢𐑣𐑤𐑥𐑦𐑧𐑨𐑩𐑪𐑫𐑬𐑭𐑮𐑯𐑰𐑱𐑲𐑳𐑴𐑵𐑶𐑷𐑸𐑹𐑺𐑻𐑼𐑽𐑾𐑿𐒀𐒁𐒂𐒃𐒄𐒅𐒆𐒇𐒈𐒉𐒊𐒋𐒌𐒍𐒎𐒏𐒐𐒑𐒒𐒓𐒔𐒕𐒖𐒗𐒘𐒙𐒚𐒛𐒜𐒝𐒞𐒟𐒠𐒡𐒢𐒣𐒤𐒥𐒦𐒧𐒨𐒩𐒪𐒫𐒬𐒭𐒮𐒯𐒰𐒱𐒲𐒳𐒴𐒵𐒶𐒷𐒸𐒹𐒺𐒻𐒼𐒽𐒾𐒿𐓀𐓁𐓂𐓃𐓄𐓅𐓆𐓇𐓈𐓉𐓊𐓋𐓌𐓍𐓎𐓏𐓐𐓑𐓒𐓓𐓔𐓕𐓖𐓗𐓘𐓙𐓚𐓛𐓜𐓝𐓞𐓟𐓠𐓡𐓢𐓣𐓤𐓥𐓦𐓧𐓨𐓩𐓪𐓫𐓬𐓭𐓮𐓯𐓰𐓱𐓲𐓳𐓴𐓵𐓶𐓷𐓸𐓹𐓺𐓻𐓼𐓽𐓾𐓿𐔀𐔁𐔂𐔃𐔄𐔅𐔆𐔇𐔈𐔉𐔊𐔋𐔌𐔍𐔎𐔏𐔐𐔑𐔒𐔓𐔔𐔕𐔖𐔗𐔘𐔙𐔚𐔛𐔜𐔝𐔞𐔟𐔠𐔡𐔢𐔣𐔤𐔥𐔦𐔧𐔨𐔩𐔪𐔫𐔬𐔭𐔮𐔯𐔰𐔱𐔲𐔳𐔴𐔵𐔶𐔷𐔸𐔹𐔺𐔻𐔼𐔽𐔾𐔿𐕀𐕁𐕂𐕃𐕄𐕅𐕆𐕇𐕈𐕉𐕊𐕋𐕌𐕍𐕎𐕏𐕐𐕑𐕒𐕓𐕔𐕕𐕖𐕗𐕘𐕙𐕚𐕛𐕜𐕝𐕞𐕟𐕠𐕡𐕢𐕣𐕤𐕥𐕦𐕧𐕨𐕩𐕪𐕫𐕬𐕭𐕮𐕯𐕰𐕱𐕲𐕳𐕴𐕵𐕶𐕷𐕸𐕹𐕺𐕻𐕼𐕽𐕾𐕿𐖀𐖁𐖂𐖃𐖄𐖅𐖆𐖇𐖈𐖉𐖊𐖋𐖌𐖍𐖎𐖏𐖐𐖑𐖒𐖓𐖔𐖕𐖖𐖗𐖘𐖙𐖚𐖛𐖜𐖝𐖞𐖟𐖠𐖡𐖢𐖣𐖤𐖥𐖦𐖧𐖨𐖩𐖪𐖫𐖬𐖭𐖮𐖯𐖰𐖱𐖲𐖳𐖴𐖵𐖶𐖷𐖸𐖹𐖺𐖻𐖼𐖽𐖾𐖿𐗀𐗁𐗂𐗃𐗄𐗅𐗆𐗇𐗈𐗉𐗊𐗋𐗌𐗍𐗎𐗏𐗐𐗑𐗒𐗓𐗔𐗕𐗖𐗗𐗘𐗙𐗚𐗛𐗜𐗝𐗞𐗟𐗠𐗡𐗢𐗣𐗤𐗥𐗦𐗧𐗨𐗩𐗪𐗫𐗬𐗭𐗮𐗯𐗰𐗱𐗲𐗳𐗴𐗵𐗶𐗷𐗸𐗹𐗺𐗻𐗼𐗽𐗾𐗿𐘀𐘁𐘂𐘃𐘄𐘅𐘆𐘇𐘈𐘉𐘊𐘋𐘌𐘍𐘎𐘏𐘐𐘑𐘒𐘓𐘔𐘕𐘖𐘗𐘘𐘙𐘚𐘛𐘜𐘝𐘞𐘟𐘠𐘡𐘢𐘣𐘤𐘥𐘦𐘧𐘨𐘩𐘪𐘫𐘬𐘭𐘮𐘯𐘰𐘱𐘲𐘳𐘴𐘵𐘶𐘷𐘸𐘹𐘺𐘻𐘼𐘽𐘾𐘿𐙀𐙁𐙂𐙃𐙄𐙅𐙆𐙇𐙈𐙉𐙊𐙋𐙌𐙍𐙎𐙏𐙐𐙑𐙒𐙓𐙔𐙕𐙖𐙗𐙘𐙙𐙚𐙛𐙜𐙝𐙞𐙟𐙠𐙡𐙢𐙣𐙤𐙥𐙦𐙧𐙨𐙩𐙪𐙫𐙬𐙭𐙮𐙯𐙰𐙱𐙲𐙳𐙴𐙵𐙶𐙷𐙸𐙹𐙺𐙻𐙼𐙽𐙾𐙿𐚀𐚁𐚂𐚃𐚄𐚅𐚆𐚇𐚈𐚉𐚊𐚋𐚌𐚍𐚎𐚏𐚐𐚑𐚒𐚓𐚔𐚕𐚖𐚗𐚘𐚙𐚚𐚛𐚜𐚝𐚞𐚟𐚠𐚡𐚢𐚣𐚤𐚥𐚦𐚧𐚨𐚩𐚪𐚫𐚬𐚭𐚮𐚯𐚰𐚱𐚲𐚳𐚴𐚵𐚶𐚷𐚸𐚹𐚺𐚻𐚼𐚽𐚾𐚿𐛀𐛁𐛂𐛃𐛄𐛅𐛆𐛇𐛈𐛉𐛊𐛋𐛌𐛍𐛎𐛏𐛐𐛑𐛒𐛓𐛔𐛕𐛖𐛗𐛘𐛙𐛚𐛛𐛜𐛝𐛞𐛟𐛠𐛡𐛢𐛣𐛤𐛥𐛦𐛧𐛨𐛩𐛪𐛫𐛬𐛭𐛮𐛯𐛰𐛱𐛲𐛳𐛴𐛵𐛶𐛷𐛸𐛹𐛺𐛻𐛼𐛽𐛾𐛿𐜀𐜁𐜂𐜃𐜄𐜅𐜆𐜇𐜈𐜉𐜊𐜋𐜌𐜍𐜎𐜏𐜐𐜑𐜒𐜓𐜔𐜕𐜖𐜗𐜘𐜙𐜚𐜛𐜜𐜝𐜞𐜟𐜠𐜡𐜢𐜣𐜤𐜥𐜦𐜧𐜨𐜩𐜪𐜫𐜬𐜭𐜮𐜯𐜰𐜱𐜲𐜳𐜴𐜵𐜶𐜷𐜸𐜹𐜺𐜻𐜼𐜽𐜾𐜿𐝀𐝁𐝂𐝃𐝄𐝅𐝆𐝇𐝈𐝉𐝊𐝋𐝌𐝍𐝎𐝏𐝐𐝑𐝒𐝓𐝔𐝕𐝖𐝗𐝘𐝙𐝚𐝛𐝜𐝝𐝞𐝟𐝠𐝡𐝢𐝣𐝤𐝥𐝦𐝧𐝨𐝩𐝪𐝫𐝬𐝭𐝮𐝯𐝰𐝱𐝲𐝳𐝴𐝵𐝶𐝷𐝸𐝹𐝺𐝻𐝼𐝽𐝾𐝿𐞀𐞁𐞂𐞃𐞄𐞅𐞆𐞇𐞈𐞉𐞊𐞋𐞌𐞍𐞎𐞏𐞐𐞑𐞒𐞓𐞔𐞕𐞖𐞗𐞘𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐟀𐟁𐟂𐟃𐟄𐟅𐟆𐟇𐟈𐟉𐟊𐟋𐟌𐟍𐟎𐟏𐟐𐟑𐟒𐟓𐟔𐟕𐟖𐟗𐟘𐟙𐟚𐟛𐟜𐟝𐟞𐟟𐟠𐟡𐟢𐟣𐟤𐟥𐟦𐟧𐟨𐟩𐟪𐟫𐟬𐟭𐟮𐟯𐟰𐟱𐟲𐟳𐟴𐟵𐟶𐟷𐟸𐟹𐟺𐟻𐟼𐟽𐟾𐟿𐠀𐠁𐠂𐠃𐠄𐠅𐠆𐠇𐠈𐠉𐠊𐠋𐠌𐠍𐠎𐠏𐠐𐠑𐠒𐠓𐠔𐠕𐠖𐠗𐠘𐠙𐠚𐠛𐠜𐠝𐠞𐠟𐠠𐠡𐠢𐠣𐠤𐠥𐠦𐠧𐠨𐠩𐠪𐠫𐠬𐠭𐠮𐠯𐠰𐠱𐠲𐠳𐠴𐠵𐠶𐠷𐠸𐠹𐠺𐠻𐠼𐠽𐠾𐠿𐡀𐡁𐡂𐡃𐡄𐡅𐡆𐡇𐡈𐡉𐡊𐡋𐡌𐡍𐡎𐡏𐡐𐡑𐡒𐡓𐡔𐡕𐡖𐡗𐡘𐡙𐡚𐡛𐡜𐡝𐡞𐡟𐡠𐡡𐡢𐡣𐡤𐡥𐡦𐡧𐡨𐡩𐡪𐡫𐡬𐡭𐡮𐡯𐡰𐡱𐡲𐡳𐡴𐡵𐡶𐡷𐡸𐡹𐡺𐡻𐡼𐡽𐡾𐡿𐢀𐢁𐢂𐢃𐢄𐢅𐢆𐢇𐢈𐢉𐢊𐢋𐢌𐢍𐢎𐢏𐢐𐢑𐢒𐢓𐢔𐢕𐢖𐢗𐢘𐢙𐢚𐢛𐢜𐢝𐢞𐢟𐢠𐢡𐢢𐢣𐢤𐢥𐢦𐢧𐢨𐢩𐢪𐢫𐢬𐢭𐢮𐢯𐢰𐢱𐢲𐢳𐢴𐢵𐢶𐢷𐢸𐢹𐢺𐢻𐢼𐢽𐢾𐢿𐣀𐣁𐣂𐣃𐣄𐣅𐣆𐣇𐣈𐣉𐣊𐣋𐣌𐣍𐣎𐣏𐣐𐣑𐣒𐣓𐣔𐣕𐣖𐣗𐣘𐣙𐣚𐣛𐣜𐣝𐣞𐣟𐣠𐣡𐣢𐣣𐣤𐣥𐣦𐣧𐣨𐣩𐣪𐣫𐣬𐣭𐣮𐣯𐣰𐣱𐣲𐣳𐣴𐣵𐣶𐣷𐣸𐣹𐣺𐣻𐣼𐣽𐣾𐣿𐤀𐤁𐤂𐤃𐤄𐤅𐤆𐤇𐤈𐤉𐤊𐤋𐤌𐤍𐤎𐤏𐤐𐤑𐤒𐤓𐤔𐤕𐤖𐤗𐤘𐤙𐤚𐤛𐤜𐤝𐤞𐤟𐤠𐤡𐤢𐤣𐤤𐤥𐤦𐤧𐤨𐤩𐤪𐤫𐤬𐤭𐤮𐤯𐤰𐤱𐤲𐤳𐤴𐤵𐤶𐤷𐤸𐤹𐤺𐤻𐤼𐤽𐤾𐤿𐥀𐥁𐥂𐥃𐥄𐥅𐥆𐥇𐥈𐥉𐥊𐥋𐥌𐥍𐥎𐥏𐥐𐥑𐥒𐥓𐥔𐥕𐥖𐥗𐥘𐥙𐥚𐥛𐥜𐥝𐥞𐥟𐥠𐥡𐥢𐥣𐥤𐥥𐥦𐥧𐥨𐥩𐥪𐥫𐥬𐥭𐥮𐥯𐥰𐥱𐥲𐥳𐥴𐥵𐥶𐥷𐥸𐥹𐥺𐥻𐥼𐥽𐥾𐥿𐦀𐦁𐦂𐦃𐦄𐦅𐦆𐦇𐦈𐦉𐦊𐦋𐦌𐦍𐦎𐦏𐦐𐦑𐦒𐦓𐦔𐦕𐦖𐦗𐦘𐦙𐦚𐦛𐦜𐦝𐦞𐦟𐦠𐦡𐦢𐦣𐦤𐦥𐦦𐦧𐦨𐦩𐦪𐦫𐦬𐦭𐦮𐦯𐦰𐦱𐦲𐦳𐦴𐦵𐦶𐦷𐦸𐦹𐦺𐦻𐦼𐦽𐦾𐦿𐧀𐧁𐧂𐧃𐧄𐧅𐧆𐧇𐧈𐧉𐧊𐧋𐧌𐧍𐧎𐧏𐧐𐧑𐧒𐧓𐧔𐧕𐧖𐧗𐧘𐧙𐧚𐧛𐧜𐧝𐧞𐧟𐧠𐧡𐧢𐧣𐧤𐧥𐧦𐧧𐧨𐧩𐧪𐧫𐧬𐧭𐧮𐧯𐧰𐧱𐧲𐧳𐧴𐧵𐧶𐧷𐧸𐧹𐧺𐧻𐧼𐧽𐧾𐧿𐨀𐨁𐨂𐨃𐨄𐨅𐨆𐨇𐨈𐨉𐨊𐨋𐨌𐨍𐨎𐨏𐨐𐨑𐨒𐨓𐨔𐨕𐨖𐨗𐨘𐨙𐨚𐨛𐨜𐨝𐨞𐨟𐨠𐨡𐨢𐨣𐨤𐨥𐨦𐨧𐨨𐨩𐨪𐨫𐨬𐨭𐨮𐨯𐨰𐨱𐨲𐨳𐨴𐨵𐨶𐨷𐨹𐨺𐨸𐨻𐨼𐨽𐨾𐨿𐩀𐩁𐩂𐩃𐩄𐩅𐩆𐩇𐩈𐩉𐩊𐩋𐩌𐩍𐩎𐩏𐩐𐩑𐩒𐩓𐩔𐩕𐩖𐩗𐩘𐩙𐩚𐩛𐩜𐩝𐩞𐩟𐩠𐩡𐩢𐩣𐩤𐩥𐩦𐩧𐩨𐩩𐩪𐩫𐩬𐩭𐩮𐩯𐩰𐩱𐩲𐩳𐩴𐩵𐩶𐩷𐩸𐩹𐩺𐩻𐩼𐩽𐩾𐩿𐪀𐪁𐪂𐪃𐪄𐪅𐪆𐪇𐪈𐪉𐪊𐪋𐪌𐪍𐪎𐪏𐪐𐪑𐪒𐪓𐪔𐪕𐪖𐪗𐪘𐪙𐪚𐪛𐪜𐪝𐪞𐪟𐪠𐪡𐪢𐪣𐪤𐪥𐪦𐪧𐪨𐪩𐪪𐪫𐪬𐪭𐪮𐪯𐪰𐪱𐪲𐪳𐪴𐪵𐪶𐪷𐪸𐪹𐪺𐪻𐪼𐪽𐪾𐪿𐫀𐫁𐫂𐫃𐫄𐫅𐫆𐫇𐫈𐫉𐫊𐫋𐫌𐫍𐫎𐫏𐫐𐫑𐫒𐫓𐫔𐫕𐫖𐫗𐫘𐫙𐫚𐫛𐫜𐫝𐫞𐫟𐫠𐫡𐫢𐫣𐫤𐫦𐫥𐫧𐫨𐫩𐫪𐫫𐫬𐫭𐫮𐫯𐫰𐫱𐫲𐫳𐫴𐫵𐫶𐫷𐫸𐫹𐫺𐫻𐫼𐫽𐫾𐫿𐬀𐬁𐬂𐬃𐬄𐬅𐬆𐬇𐬈𐬉𐬊𐬋𐬌𐬍𐬎𐬏𐬐𐬑𐬒𐬓𐬔𐬕𐬖𐬗𐬘𐬙𐬚𐬛𐬜𐬝𐬞𐬟𐬠𐬡𐬢𐬣𐬤𐬥𐬦𐬧𐬨𐬩𐬪𐬫𐬬𐬭𐬮𐬯𐬰𐬱𐬲𐬳𐬴𐬵𐬶𐬷𐬸𐬹𐬺𐬻𐬼𐬽𐬾𐬿𐭀𐭁𐭂𐭃𐭄𐭅𐭆𐭇𐭈𐭉𐭊𐭋𐭌𐭍𐭎𐭏𐭐𐭑𐭒𐭓𐭔𐭕𐭖𐭗𐭘𐭙𐭚𐭛𐭜𐭝𐭞𐭟𐭠𐭡𐭢𐭣𐭤𐭥𐭦𐭧𐭨𐭩𐭪𐭫𐭬𐭭𐭮𐭯𐭰𐭱𐭲𐭳𐭴𐭵𐭶𐭷𐭸𐭹𐭺𐭻𐭼𐭽𐭾𐭿𐮀𐮁𐮂𐮃𐮄𐮅𐮆𐮇𐮈𐮉𐮊𐮋𐮌𐮍𐮎𐮏𐮐𐮑𐮒𐮓𐮔𐮕𐮖𐮗𐮘𐮙𐮚𐮛𐮜𐮝𐮞𐮟𐮠𐮡𐮢𐮣𐮤𐮥𐮦𐮧𐮨𐮩𐮪𐮫𐮬𐮭𐮮𐮯𐮰𐮱𐮲𐮳𐮴𐮵𐮶𐮷𐮸𐮹𐮺𐮻𐮼𐮽𐮾𐮿𐯀𐯁𐯂𐯃𐯄𐯅𐯆𐯇𐯈𐯉𐯊𐯋𐯌𐯍𐯎𐯏𐯐𐯑𐯒𐯓𐯔𐯕𐯖𐯗𐯘𐯙𐯚𐯛𐯜𐯝𐯞𐯟𐯠𐯡𐯢𐯣𐯤𐯥𐯦𐯧𐯨𐯩𐯪𐯫𐯬𐯭𐯮𐯯𐯰𐯱𐯲𐯳𐯴𐯵𐯶𐯷𐯸𐯹𐯺𐯻𐯼𐯽𐯾𐯿𐰀𐰁𐰂𐰃𐰄𐰅𐰆𐰇𐰈𐰉𐰊𐰋𐰌𐰍𐰎𐰏

□ 𐀀𐀁𐀂𐀃𐀄𐀅𐀆𐀇𐀈𐀉𐀊𐀋𐀌𐀍𐀎𐀏𐀐𐀑𐀒𐀓𐀔𐀕𐀖𐀗𐀘𐀙𐀚𐀛𐀜𐀝𐀞𐀟𐀠𐀡𐀢𐀣𐀤𐀥𐀦𐀧𐀨𐀩𐀪𐀫𐀬𐀭𐀮𐀯𐀰𐀱𐀲𐀳𐀴𐀵𐀶𐀷𐀸𐀹𐀺𐀻𐀼𐀽𐀾𐀿𐁀𐁁𐁂𐁃𐁄𐁅𐁆𐁇𐁈𐁉𐁊𐁋𐁌𐁍𐁎𐁏𐁐𐁑𐁒𐁓𐁔𐁕𐁖𐁗𐁘𐁙𐁚𐁛𐁜𐁝𐁞𐁟𐁠𐁡𐁢𐁣𐁤𐁥𐁦𐁧𐁨𐁩𐁪𐁫𐁬𐁭𐁮𐁯𐁰𐁱𐁲𐁳𐁴𐁵𐁶𐁷𐁸𐁹𐁺𐁻𐁼𐁽𐁾𐁿𐂀𐂁𐂂𐂃𐂄𐂅𐂆𐂇𐂈𐂉𐂊𐂋𐂌𐂍𐂎𐂏𐂐𐂑𐂒𐂓𐂔𐂕𐂖𐂗𐂘𐂙𐂚𐂛𐂜𐂝𐂞𐂟𐂠𐂡𐂢𐂣𐂤𐂥𐂦𐂧𐂨𐂩𐂪𐂫𐂬𐂭𐂮𐂯𐂰𐂱𐂲𐂳𐂴𐂵𐂶𐂷𐂸𐂹𐂺𐂻𐂼𐂽𐂾𐂿𐃀𐃁𐃂𐃃𐃄𐃅𐃆𐃇𐃈𐃉𐃊𐃋𐃌𐃍𐃎𐃏𐃐𐃑𐃒𐃓𐃔𐃕𐃖𐃗𐃘𐃙𐃚𐃛𐃜𐃝𐃞𐃟𐃠𐃡𐃢𐃣𐃤𐃥𐃦𐃧𐃨𐃩𐃪𐃫𐃬𐃭𐃮𐃯𐃰𐃱𐃲𐃳𐃴𐃵𐃶𐃷𐃸𐃹𐃺𐃻𐃼𐃽𐃾𐃿𐄀𐄁𐄂𐄃𐄄𐄅𐄆𐄇𐄈𐄉𐄊𐄋𐄌𐄍𐄎𐄏𐄐𐄑𐄒𐄓𐄔𐄕𐄖𐄗𐄘𐄙𐄚𐄛𐄜𐄝𐄞𐄟𐄠𐄡𐄢𐄣𐄤𐄥𐄦𐄧𐄨𐄩𐄪𐄫𐄬𐄭𐄮𐄯𐄰𐄱𐄲𐄳𐄴𐄵𐄶𐄷𐄸𐄹𐄺𐄻𐄼𐄽𐄾𐄿𐅀𐅁𐅂𐅃𐅄𐅅𐅆𐅇𐅈𐅉𐅊𐅋𐅌𐅍𐅎𐅏𐅐𐅑𐅒𐅓𐅔𐅕𐅖𐅗𐅘𐅙𐅚𐅛𐅜𐅝𐅞𐅟𐅠𐅡𐅢𐅣𐅤𐅥𐅦𐅧𐅨𐅩𐅪𐅫𐅬𐅭𐅮𐅯𐅰𐅱𐅲𐅳𐅴𐅵𐅶𐅷𐅸𐅹𐅺𐅻𐅼𐅽𐅾𐅿𐆀𐆁𐆂𐆃𐆄𐆅𐆆𐆇𐆈𐆉𐆊𐆋𐆌𐆍𐆎𐆏𐆐𐆑𐆒𐆓𐆔𐆕𐆖𐆗𐆘𐆙𐆚𐆛𐆜𐆝𐆞𐆟𐆠𐆡𐆢𐆣𐆤𐆥𐆦𐆧𐆨𐆩𐆪𐆫𐆬𐆭𐆮𐆯𐆰𐆱𐆲𐆳𐆴𐆵𐆶𐆷𐆸𐆹𐆺𐆻𐆼𐆽𐆾𐆿𐇀𐇁𐇂𐇃𐇄𐇅𐇆𐇇𐇈𐇉𐇊𐇋𐇌𐇍𐇎𐇏𐇐𐇑𐇒𐇓𐇔𐇕𐇖𐇗𐇘𐇙𐇚𐇛𐇜𐇝𐇞𐇟𐇠𐇡𐇢𐇣𐇤𐇥𐇦𐇧𐇨𐇩𐇪𐇫𐇬𐇭𐇮𐇯𐇰𐇱𐇲𐇳𐇴𐇵𐇶𐇷𐇸𐇹𐇺𐇻𐇼𐇽𐇾𐇿𐈀𐈁𐈂𐈃𐈄𐈅𐈆𐈇𐈈𐈉𐈊𐈋𐈌𐈍𐈎𐈏𐈐𐈑𐈒𐈓𐈔𐈕𐈖𐈗𐈘𐈙𐈚𐈛𐈜𐈝𐈞𐈟𐈠𐈡𐈢𐈣𐈤𐈥𐈦𐈧𐈨𐈩𐈪𐈫𐈬𐈭𐈮𐈯𐈰𐈱𐈲𐈳𐈴𐈵𐈶𐈷𐈸𐈹𐈺𐈻𐈼𐈽𐈾𐈿𐉀𐉁𐉂𐉃𐉄𐉅𐉆𐉇𐉈𐉉𐉊𐉋𐉌𐉍𐉎𐉏𐉐𐉑𐉒𐉓𐉔𐉕𐉖𐉗𐉘𐉙𐉚𐉛𐉜𐉝𐉞𐉟𐉠𐉡𐉢𐉣𐉤𐉥𐉦𐉧𐉨𐉩𐉪𐉫𐉬𐉭𐉮𐉯𐉰𐉱𐉲𐉳𐉴𐉵𐉶𐉷𐉸𐉹𐉺𐉻𐉼𐉽𐉾𐉿𐊀𐊁𐊂𐊃𐊄𐊅𐊆𐊇𐊈𐊉𐊊𐊋𐊌𐊍𐊎𐊏𐊐𐊑𐊒𐊓𐊔𐊕𐊖𐊗𐊘𐊙𐊚𐊛𐊜𐊝𐊞𐊟𐊠𐊡𐊢𐊣𐊤𐊥𐊦𐊧𐊨𐊩𐊪𐊫𐊬𐊭𐊮𐊯𐊰𐊱𐊲𐊳𐊴𐊵𐊶𐊷𐊸𐊹𐊺𐊻𐊼𐊽𐊾𐊿𐋀𐋁𐋂𐋃𐋄𐋅𐋆𐋇𐋈𐋉𐋊𐋋𐋌𐋍𐋎𐋏𐋐𐋑𐋒𐋓𐋔𐋕𐋖𐋗𐋘𐋙𐋚𐋛𐋜𐋝𐋞𐋟𐋠𐋡𐋢𐋣𐋤𐋥𐋦𐋧𐋨𐋩𐋪𐋫𐋬𐋭𐋮𐋯𐋰𐋱𐋲𐋳𐋴𐋵𐋶𐋷𐋸𐋹𐋺𐋻𐋼𐋽𐋾𐋿𐌀𐌁𐌂𐌃𐌄𐌅𐌆𐌇𐌈𐌉𐌊𐌋𐌌𐌍𐌎𐌏𐌐𐌑𐌒𐌓𐌔𐌕𐌖𐌗𐌘𐌙𐌚𐌛𐌜𐌝𐌞𐌟𐌠𐌡𐌢𐌣𐌤𐌥𐌦𐌧𐌨𐌩𐌪𐌫𐌬𐌭𐌮𐌯𐌰𐌱𐌲𐌳𐌴𐌵𐌶𐌷𐌸𐌹𐌺𐌻𐌼𐌽𐌾𐌿𐍀𐍁𐍂𐍃𐍄𐍅𐍆𐍇𐍈𐍉𐍊𐍋𐍌𐍍𐍎𐍏𐍐𐍑𐍒𐍓𐍔𐍕𐍖𐍗𐍘𐍙𐍚𐍛𐍜𐍝𐍞𐍟𐍠𐍡𐍢𐍣𐍤𐍥𐍦𐍧𐍨𐍩𐍪𐍫𐍬𐍭𐍮𐍯𐍰𐍱𐍲𐍳𐍴𐍵𐍶𐍷𐍸𐍹𐍺𐍻𐍼𐍽𐍾𐍿𐎀𐎁𐎂𐎃𐎄𐎅𐎆𐎇𐎈𐎉𐎊𐎋𐎌𐎍𐎎𐎏𐎐𐎑𐎒𐎓𐎔𐎕𐎖𐎗𐎘𐎙𐎚𐎛𐎜𐎝𐎞𐎟𐎠𐎡𐎢𐎣𐎤𐎥𐎦𐎧𐎨𐎩𐎪𐎫𐎬𐎭𐎮𐎯𐎰𐎱𐎲𐎳𐎴𐎵𐎶𐎷𐎸𐎹𐎺𐎻𐎼𐎽𐎾𐎿𐏀𐏁𐏂𐏃𐏄𐏅𐏆𐏇𐏈𐏉𐏊𐏋𐏌𐏍𐏎𐏏𐏐𐏑𐏒𐏓𐏔𐏕𐏖𐏗𐏘𐏙𐏚𐏛𐏜𐏝𐏞𐏟𐏠𐏡𐏢𐏣𐏤𐏥𐏦𐏧𐏨𐏩𐏪𐏫𐏬𐏭𐏮𐏯𐏰𐏱𐏲𐏳𐏴𐏵𐏶𐏷𐏸𐏹𐏺𐏻𐏼𐏽𐏾𐏿𐐀𐐁𐐂𐐃𐐄𐐅𐐆𐐇𐐈𐐉𐐊𐐋𐐌𐐍𐐎𐐏𐐐𐐑𐐒𐐓𐐔𐐕𐐖𐐗𐐘𐐙𐐚𐐛𐐜𐐝𐐞𐐟𐐠𐐡𐐢𐐣𐐤𐐥𐐦𐐧𐐨𐐩𐐪𐐫𐐬𐐭𐐮𐐯𐐰𐐱𐐲𐐳𐐴𐐵𐐶𐐷𐐸𐐹𐐺𐐻𐐼𐐽𐐾𐐿𐑀𐑁𐑂𐑃𐑄𐑅𐑆𐑇𐑈𐑉𐑊𐑋𐑌𐑍𐑎𐑏𐑐𐑑𐑒𐑓𐑔𐑕𐑖𐑗𐑘𐑙𐑚𐑛𐑜𐑝𐑞𐑟𐑠𐑡𐑢𐑣𐑤𐑥𐑦𐑧𐑨𐑩𐑪𐑫𐑬𐑭𐑮𐑯𐑰𐑱𐑲𐑳𐑴𐑵𐑶𐑷𐑸𐑹𐑺𐑻𐑼𐑽𐑾𐑿𐒀𐒁𐒂𐒃𐒄𐒅𐒆𐒇𐒈𐒉𐒊𐒋𐒌𐒍𐒎𐒏𐒐𐒑𐒒𐒓𐒔𐒕𐒖𐒗𐒘𐒙𐒚𐒛𐒜𐒝𐒞𐒟𐒠𐒡𐒢𐒣𐒤𐒥𐒦𐒧𐒨𐒩𐒪𐒫𐒬𐒭𐒮𐒯𐒰𐒱𐒲𐒳𐒴𐒵𐒶𐒷𐒸𐒹𐒺𐒻𐒼𐒽𐒾𐒿𐓀𐓁𐓂𐓃𐓄𐓅𐓆𐓇𐓈𐓉𐓊𐓋𐓌𐓍𐓎𐓏𐓐𐓑𐓒𐓓𐓔𐓕𐓖𐓗𐓘𐓙𐓚𐓛𐓜𐓝𐓞𐓟𐓠𐓡𐓢𐓣𐓤𐓥𐓦𐓧𐓨𐓩𐓪𐓫𐓬𐓭𐓮𐓯𐓰𐓱𐓲𐓳𐓴𐓵𐓶𐓷𐓸𐓹𐓺𐓻𐓼𐓽𐓾𐓿𐔀𐔁𐔂𐔃𐔄𐔅𐔆𐔇𐔈𐔉𐔊𐔋𐔌𐔍𐔎𐔏𐔐𐔑𐔒𐔓𐔔𐔕𐔖𐔗𐔘𐔙𐔚𐔛𐔜𐔝𐔞𐔟𐔠𐔡𐔢𐔣𐔤𐔥𐔦𐔧𐔨𐔩𐔪𐔫𐔬𐔭𐔮𐔯𐔰𐔱𐔲𐔳𐔴𐔵𐔶𐔷𐔸𐔹𐔺𐔻𐔼𐔽𐔾𐔿𐕀𐕁𐕂𐕃𐕄𐕅𐕆𐕇𐕈𐕉𐕊𐕋𐕌𐕍𐕎𐕏𐕐𐕑𐕒𐕓𐕔𐕕𐕖𐕗𐕘𐕙𐕚𐕛𐕜𐕝𐕞𐕟𐕠𐕡𐕢𐕣𐕤𐕥𐕦𐕧𐕨𐕩𐕪𐕫𐕬𐕭𐕮𐕯𐕰𐕱𐕲𐕳𐕴𐕵𐕶𐕷𐕸𐕹𐕺𐕻𐕼𐕽𐕾𐕿𐖀𐖁𐖂𐖃𐖄𐖅𐖆𐖇𐖈𐖉𐖊𐖋𐖌𐖍𐖎𐖏𐖐𐖑𐖒𐖓𐖔𐖕𐖖𐖗𐖘𐖙𐖚𐖛𐖜𐖝𐖞𐖟𐖠𐖡𐖢𐖣𐖤𐖥𐖦𐖧𐖨𐖩𐖪𐖫𐖬𐖭𐖮𐖯𐖰𐖱𐖲𐖳𐖴𐖵𐖶𐖷𐖸𐖹𐖺𐖻𐖼𐖽𐖾𐖿𐗀𐗁𐗂𐗃𐗄𐗅𐗆𐗇𐗈𐗉𐗊𐗋𐗌𐗍𐗎𐗏𐗐𐗑𐗒𐗓𐗔𐗕𐗖𐗗𐗘𐗙𐗚𐗛𐗜𐗝𐗞𐗟𐗠𐗡𐗢𐗣𐗤𐗥𐗦𐗧𐗨𐗩𐗪𐗫𐗬𐗭𐗮𐗯𐗰𐗱𐗲𐗳𐗴𐗵𐗶𐗷𐗸𐗹𐗺𐗻𐗼𐗽𐗾𐗿𐘀𐘁𐘂𐘃𐘄𐘅𐘆𐘇𐘈𐘉𐘊𐘋𐘌𐘍𐘎𐘏𐘐𐘑𐘒𐘓𐘔𐘕𐘖𐘗𐘘𐘙𐘚𐘛𐘜𐘝𐘞𐘟𐘠𐘡𐘢𐘣𐘤𐘥𐘦𐘧𐘨𐘩𐘪𐘫𐘬𐘭𐘮𐘯𐘰𐘱𐘲𐘳𐘴𐘵𐘶𐘷𐘸𐘹𐘺𐘻𐘼𐘽𐘾𐘿𐙀𐙁𐙂𐙃𐙄𐙅𐙆𐙇𐙈𐙉𐙊𐙋𐙌𐙍𐙎𐙏𐙐𐙑𐙒𐙓𐙔𐙕𐙖𐙗𐙘𐙙𐙚𐙛𐙜𐙝𐙞𐙟𐙠𐙡𐙢𐙣𐙤𐙥𐙦𐙧𐙨𐙩𐙪𐙫𐙬𐙭𐙮𐙯𐙰𐙱𐙲𐙳𐙴𐙵𐙶𐙷𐙸𐙹𐙺𐙻𐙼𐙽𐙾𐙿𐚀𐚁𐚂𐚃𐚄𐚅𐚆𐚇𐚈𐚉𐚊𐚋𐚌𐚍𐚎𐚏𐚐𐚑𐚒𐚓𐚔𐚕𐚖𐚗𐚘𐚙𐚚𐚛𐚜𐚝𐚞𐚟𐚠𐚡𐚢𐚣𐚤𐚥𐚦𐚧𐚨𐚩𐚪𐚫𐚬𐚭𐚮𐚯𐚰𐚱𐚲𐚳𐚴𐚵𐚶𐚷𐚸𐚹𐚺𐚻𐚼𐚽𐚾𐚿𐛀𐛁𐛂𐛃𐛄𐛅𐛆𐛇𐛈𐛉𐛊𐛋𐛌𐛍𐛎𐛏𐛐𐛑𐛒𐛓𐛔𐛕𐛖𐛗𐛘𐛙𐛚𐛛𐛜𐛝𐛞𐛟𐛠𐛡𐛢𐛣𐛤𐛥𐛦𐛧𐛨𐛩𐛪𐛫𐛬𐛭𐛮𐛯𐛰𐛱𐛲𐛳𐛴𐛵𐛶𐛷𐛸𐛹𐛺𐛻𐛼𐛽𐛾𐛿𐜀𐜁𐜂𐜃𐜄𐜅𐜆𐜇𐜈𐜉𐜊𐜋𐜌𐜍𐜎𐜏𐜐𐜑𐜒𐜓𐜔𐜕𐜖𐜗𐜘𐜙𐜚𐜛𐜜𐜝𐜞𐜟𐜠𐜡𐜢𐜣𐜤𐜥𐜦𐜧𐜨𐜩𐜪𐜫𐜬𐜭𐜮𐜯𐜰𐜱𐜲𐜳𐜴𐜵𐜶𐜷𐜸𐜹𐜺𐜻𐜼𐜽𐜾𐜿𐝀𐝁𐝂𐝃𐝄𐝅𐝆𐝇𐝈𐝉𐝊𐝋𐝌𐝍𐝎𐝏𐝐𐝑𐝒𐝓𐝔𐝕𐝖𐝗𐝘𐝙𐝚𐝛𐝜𐝝𐝞𐝟𐝠𐝡𐝢𐝣𐝤𐝥𐝦𐝧𐝨𐝩𐝪𐝫𐝬𐝭𐝮𐝯𐝰𐝱𐝲𐝳𐝴𐝵𐝶𐝷𐝸𐝹𐝺𐝻𐝼𐝽𐝾𐝿𐞀𐞁𐞂𐞃𐞄𐞅𐞆𐞇𐞈𐞉𐞊𐞋𐞌𐞍𐞎𐞏𐞐𐞑𐞒𐞓𐞔𐞕𐞖𐞗𐞘𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐟀𐟁𐟂𐟃𐟄𐟅𐟆𐟇𐟈𐟉𐟊𐟋𐟌𐟍𐟎𐟏𐟐𐟑𐟒𐟓𐟔𐟕𐟖𐟗𐟘𐟙𐟚𐟛𐟜𐟝𐟞𐟟𐟠𐟡𐟢𐟣𐟤𐟥𐟦𐟧𐟨𐟩𐟪𐟫𐟬𐟭𐟮𐟯𐟰𐟱𐟲𐟳𐟴𐟵𐟶𐟷𐟸𐟹𐟺𐟻𐟼𐟽𐟾𐟿𐠀𐠁𐠂𐠃𐠄𐠅𐠆𐠇𐠈𐠉𐠊𐠋𐠌𐠍𐠎𐠏𐠐𐠑𐠒𐠓𐠔𐠕𐠖𐠗𐠘𐠙𐠚𐠛𐠜𐠝𐠞𐠟𐠠𐠡𐠢𐠣𐠤𐠥𐠦𐠧𐠨𐠩𐠪𐠫𐠬𐠭𐠮𐠯𐠰𐠱𐠲𐠳𐠴𐠵𐠶𐠷𐠸𐠹𐠺𐠻𐠼𐠽𐠾𐠿𐡀𐡁𐡂𐡃𐡄𐡅𐡆𐡇𐡈𐡉𐡊𐡋𐡌𐡍𐡎𐡏𐡐𐡑𐡒𐡓𐡔𐡕𐡖𐡗𐡘𐡙𐡚𐡛𐡜𐡝𐡞𐡟𐡠𐡡𐡢𐡣𐡤𐡥𐡦𐡧𐡨𐡩𐡪𐡫𐡬𐡭𐡮𐡯𐡰𐡱𐡲𐡳𐡴𐡵𐡶𐡷𐡸𐡹𐡺𐡻𐡼𐡽𐡾𐡿𐢀𐢁𐢂𐢃𐢄𐢅𐢆𐢇𐢈𐢉𐢊𐢋𐢌𐢍𐢎𐢏𐢐𐢑𐢒𐢓𐢔𐢕𐢖𐢗𐢘𐢙𐢚𐢛𐢜𐢝𐢞𐢟𐢠𐢡𐢢𐢣𐢤𐢥𐢦𐢧𐢨𐢩𐢪𐢫𐢬𐢭𐢮𐢯𐢰𐢱𐢲𐢳𐢴𐢵𐢶𐢷𐢸𐢹𐢺𐢻𐢼𐢽𐢾𐢿𐣀𐣁𐣂𐣃𐣄𐣅𐣆𐣇𐣈𐣉𐣊𐣋𐣌𐣍𐣎𐣏𐣐𐣑𐣒𐣓𐣔𐣕𐣖𐣗𐣘𐣙𐣚𐣛𐣜𐣝𐣞𐣟𐣠𐣡𐣢𐣣𐣤𐣥𐣦𐣧𐣨𐣩𐣪𐣫𐣬𐣭𐣮𐣯𐣰𐣱𐣲𐣳𐣴𐣵𐣶𐣷𐣸𐣹𐣺𐣻𐣼𐣽𐣾𐣿𐤀𐤁𐤂𐤃𐤄𐤅𐤆𐤇𐤈𐤉𐤊𐤋𐤌𐤍𐤎𐤏𐤐𐤑𐤒𐤓𐤔𐤕𐤖𐤗𐤘𐤙𐤚𐤛𐤜𐤝𐤞𐤟𐤠𐤡𐤢𐤣𐤤𐤥𐤦𐤧𐤨𐤩𐤪𐤫𐤬𐤭𐤮𐤯𐤰𐤱𐤲𐤳𐤴𐤵𐤶𐤷𐤸𐤹𐤺𐤻𐤼𐤽𐤾𐤿𐥀𐥁𐥂𐥃𐥄𐥅𐥆𐥇𐥈𐥉𐥊𐥋𐥌𐥍𐥎𐥏𐥐𐥑𐥒𐥓𐥔𐥕𐥖𐥗𐥘𐥙𐥚𐥛𐥜𐥝𐥞𐥟𐥠𐥡𐥢𐥣𐥤𐥥𐥦𐥧𐥨𐥩𐥪𐥫𐥬𐥭𐥮𐥯𐥰𐥱𐥲𐥳𐥴𐥵𐥶𐥷𐥸𐥹𐥺𐥻𐥼𐥽𐥾𐥿𐦀𐦁𐦂𐦃𐦄𐦅𐦆𐦇𐦈𐦉𐦊𐦋𐦌𐦍𐦎𐦏𐦐𐦑𐦒𐦓𐦔𐦕𐦖𐦗𐦘𐦙𐦚𐦛𐦜𐦝𐦞𐦟𐦠𐦡𐦢𐦣𐦤𐦥𐦦𐦧𐦨𐦩𐦪𐦫𐦬𐦭𐦮𐦯𐦰𐦱𐦲𐦳𐦴𐦵𐦶𐦷𐦸𐦹𐦺𐦻𐦼𐦽𐦾𐦿𐧀𐧁𐧂𐧃𐧄𐧅𐧆𐧇𐧈𐧉𐧊𐧋𐧌𐧍𐧎𐧏𐧐𐧑𐧒𐧓𐧔𐧕𐧖𐧗𐧘𐧙𐧚𐧛𐧜𐧝𐧞𐧟𐧠𐧡𐧢𐧣𐧤𐧥𐧦𐧧𐧨𐧩𐧪𐧫𐧬𐧭𐧮𐧯𐧰𐧱𐧲𐧳𐧴𐧵𐧶𐧷𐧸𐧹𐧺𐧻𐧼𐧽𐧾𐧿𐨀𐨁𐨂𐨃𐨄𐨅𐨆𐨇𐨈𐨉𐨊𐨋𐨌𐨍𐨎𐨏𐨐𐨑𐨒𐨓𐨔𐨕𐨖𐨗𐨘𐨙𐨚𐨛𐨜𐨝𐨞𐨟𐨠𐨡𐨢𐨣𐨤𐨥𐨦𐨧𐨨𐨩𐨪𐨫𐨬𐨭𐨮𐨯𐨰𐨱𐨲𐨳𐨴𐨵𐨶𐨷𐨹𐨺𐨸𐨻𐨼𐨽𐨾𐨿𐩀𐩁𐩂𐩃𐩄𐩅𐩆𐩇𐩈𐩉𐩊𐩋𐩌𐩍𐩎𐩏𐩐𐩑𐩒𐩓𐩔𐩕𐩖𐩗𐩘𐩙𐩚𐩛𐩜𐩝𐩞𐩟𐩠𐩡𐩢𐩣𐩤𐩥𐩦𐩧𐩨𐩩𐩪𐩫𐩬𐩭𐩮𐩯𐩰𐩱𐩲𐩳𐩴𐩵𐩶𐩷𐩸𐩹𐩺𐩻𐩼𐩽𐩾𐩿𐪀𐪁𐪂𐪃𐪄𐪅𐪆𐪇𐪈𐪉𐪊𐪋𐪌𐪍𐪎𐪏𐪐𐪑𐪒𐪓𐪔𐪕𐪖𐪗𐪘𐪙𐪚𐪛𐪜𐪝𐪞𐪟𐪠𐪡𐪢𐪣𐪤𐪥𐪦𐪧𐪨𐪩𐪪𐪫𐪬𐪭𐪮𐪯𐪰𐪱𐪲𐪳𐪴𐪵𐪶𐪷𐪸𐪹𐪺𐪻𐪼𐪽𐪾𐪿𐫀𐫁𐫂𐫃𐫄𐫅𐫆𐫇𐫈𐫉𐫊𐫋𐫌𐫍𐫎𐫏𐫐𐫑𐫒𐫓𐫔𐫕𐫖𐫗𐫘𐫙𐫚𐫛𐫜𐫝𐫞𐫟𐫠𐫡𐫢𐫣𐫤𐫦𐫥𐫧𐫨𐫩𐫪𐫫𐫬𐫭𐫮𐫯𐫰𐫱𐫲𐫳𐫴𐫵𐫶𐫷𐫸𐫹𐫺𐫻𐫼𐫽𐫾𐫿𐬀𐬁𐬂𐬃𐬄𐬅𐬆𐬇𐬈𐬉𐬊𐬋𐬌𐬍𐬎𐬏𐬐𐬑𐬒𐬓𐬔𐬕𐬖𐬗𐬘𐬙𐬚𐬛𐬜𐬝𐬞𐬟𐬠𐬡𐬢𐬣𐬤𐬥𐬦𐬧𐬨𐬩𐬪𐬫𐬬𐬭𐬮𐬯𐬰𐬱𐬲𐬳𐬴𐬵𐬶𐬷𐬸𐬹𐬺𐬻𐬼𐬽𐬾𐬿𐭀𐭁𐭂𐭃𐭄𐭅𐭆𐭇𐭈𐭉𐭊𐭋𐭌𐭍𐭎𐭏𐭐𐭑𐭒𐭓𐭔𐭕𐭖𐭗𐭘𐭙𐭚𐭛𐭜𐭝𐭞𐭟𐭠𐭡𐭢𐭣𐭤𐭥𐭦𐭧𐭨𐭩𐭪𐭫𐭬𐭭𐭮𐭯𐭰𐭱𐭲𐭳𐭴𐭵𐭶𐭷𐭸𐭹𐭺𐭻𐭼𐭽𐭾𐭿𐮀𐮁𐮂𐮃𐮄𐮅𐮆𐮇𐮈𐮉𐮊𐮋𐮌𐮍𐮎𐮏𐮐𐮑𐮒𐮓𐮔𐮕𐮖𐮗𐮘𐮙𐮚𐮛𐮜𐮝𐮞𐮟𐮠𐮡𐮢𐮣𐮤𐮥𐮦𐮧𐮨𐮩𐮪𐮫𐮬𐮭𐮮𐮯𐮰𐮱𐮲𐮳𐮴𐮵𐮶𐮷𐮸𐮹𐮺𐮻𐮼𐮽𐮾𐮿𐯀𐯁𐯂𐯃𐯄𐯅𐯆𐯇𐯈𐯉𐯊𐯋𐯌𐯍𐯎𐯏𐯐𐯑𐯒𐯓𐯔𐯕𐯖𐯗𐯘𐯙𐯚𐯛𐯜𐯝𐯞𐯟𐯠𐯡𐯢𐯣𐯤𐯥𐯦𐯧𐯨𐯩𐯪𐯫𐯬𐯭𐯮𐯯𐯰𐯱𐯲𐯳𐯴𐯵𐯶𐯷𐯸𐯹𐯺𐯻𐯼𐯽𐯾𐯿𐰀𐰁𐰂𐰃𐰄𐰅𐰆𐰇𐰈𐰉𐰊𐰋𐰌𐰍𐰎𐰏

□ 𐀀𐀁𐀂𐀃𐀄𐀅𐀆𐀇𐀈𐀉𐀊𐀋𐀌𐀍𐀎𐀏𐀐𐀑𐀒𐀓𐀔𐀕𐀖𐀗𐀘𐀙𐀚𐀛𐀜𐀝𐀞𐀟𐀠𐀡𐀢𐀣𐀤𐀥𐀦𐀧𐀨𐀩𐀪𐀫𐀬𐀭𐀮𐀯𐀰𐀱𐀲𐀳𐀴𐀵𐀶𐀷𐀸𐀹𐀺𐀻𐀼𐀽𐀾𐀿𐁀𐁁𐁂𐁃𐁄𐁅𐁆𐁇𐁈𐁉𐁊𐁋𐁌𐁍𐁎𐁏𐁐𐁑𐁒𐁓𐁔𐁕𐁖𐁗𐁘𐁙𐁚𐁛𐁜𐁝𐁞𐁟𐁠𐁡𐁢𐁣𐁤𐁥𐁦𐁧𐁨𐁩𐁪𐁫𐁬𐁭𐁮𐁯𐁰𐁱𐁲𐁳𐁴𐁵𐁶𐁷𐁸𐁹𐁺𐁻𐁼𐁽𐁾𐁿𐂀𐂁𐂂𐂃𐂄𐂅𐂆𐂇𐂈𐂉𐂊𐂋𐂌𐂍𐂎𐂏𐂐𐂑𐂒𐂓𐂔𐂕𐂖𐂗𐂘𐂙𐂚𐂛𐂜𐂝𐂞𐂟𐂠𐂡𐂢𐂣𐂤𐂥𐂦𐂧𐂨𐂩𐂪𐂫𐂬𐂭𐂮𐂯𐂰𐂱𐂲𐂳𐂴𐂵𐂶𐂷𐂸𐂹𐂺𐂻𐂼𐂽𐂾𐂿𐃀𐃁𐃂𐃃𐃄𐃅𐃆𐃇𐃈𐃉𐃊𐃋𐃌𐃍𐃎𐃏𐃐𐃑𐃒𐃓𐃔𐃕𐃖𐃗𐃘𐃙𐃚𐃛𐃜𐃝𐃞𐃟𐃠𐃡𐃢𐃣𐃤𐃥𐃦𐃧𐃨𐃩𐃪𐃫𐃬𐃭𐃮𐃯𐃰𐃱𐃲𐃳𐃴𐃵𐃶𐃷𐃸𐃹𐃺𐃻𐃼𐃽𐃾𐃿𐄀𐄁𐄂𐄃𐄄𐄅𐄆𐄇𐄈𐄉𐄊𐄋𐄌𐄍𐄎𐄏𐄐𐄑𐄒𐄓𐄔𐄕𐄖𐄗𐄘𐄙𐄚𐄛𐄜𐄝𐄞𐄟𐄠𐄡𐄢𐄣𐄤𐄥𐄦𐄧𐄨𐄩𐄪𐄫𐄬𐄭𐄮𐄯𐄰𐄱𐄲𐄳𐄴𐄵𐄶𐄷𐄸𐄹𐄺𐄻𐄼𐄽𐄾𐄿𐅀𐅁𐅂𐅃𐅄𐅅𐅆𐅇𐅈𐅉𐅊𐅋𐅌𐅍𐅎𐅏𐅐𐅑𐅒𐅓𐅔𐅕𐅖𐅗𐅘𐅙𐅚𐅛𐅜𐅝𐅞𐅟𐅠𐅡𐅢𐅣𐅤𐅥𐅦𐅧𐅨𐅩𐅪𐅫𐅬𐅭𐅮𐅯𐅰𐅱𐅲𐅳𐅴𐅵𐅶𐅷𐅸𐅹𐅺𐅻𐅼𐅽𐅾𐅿𐆀𐆁𐆂𐆃𐆄𐆅𐆆𐆇𐆈𐆉𐆊𐆋𐆌𐆍𐆎𐆏𐆐𐆑𐆒𐆓𐆔𐆕𐆖𐆗𐆘𐆙𐆚𐆛𐆜𐆝𐆞𐆟𐆠𐆡𐆢𐆣𐆤𐆥𐆦𐆧𐆨𐆩𐆪𐆫𐆬𐆭𐆮𐆯𐆰𐆱𐆲𐆳𐆴𐆵𐆶𐆷𐆸𐆹𐆺𐆻𐆼𐆽𐆾𐆿𐇀𐇁𐇂𐇃𐇄𐇅𐇆𐇇𐇈𐇉𐇊𐇋𐇌𐇍𐇎𐇏𐇐𐇑𐇒𐇓𐇔𐇕𐇖𐇗𐇘𐇙𐇚𐇛𐇜𐇝𐇞𐇟𐇠𐇡𐇢𐇣𐇤𐇥𐇦𐇧𐇨𐇩𐇪𐇫𐇬𐇭𐇮𐇯𐇰𐇱𐇲𐇳𐇴𐇵𐇶𐇷𐇸𐇹𐇺𐇻𐇼𐇽𐇾𐇿𐈀𐈁𐈂𐈃𐈄𐈅𐈆𐈇𐈈𐈉𐈊𐈋𐈌𐈍𐈎𐈏𐈐𐈑𐈒𐈓𐈔𐈕𐈖𐈗𐈘𐈙𐈚𐈛𐈜𐈝𐈞𐈟𐈠𐈡𐈢𐈣𐈤𐈥𐈦𐈧𐈨𐈩𐈪𐈫𐈬𐈭𐈮𐈯𐈰𐈱𐈲𐈳𐈴𐈵𐈶𐈷𐈸𐈹𐈺𐈻𐈼𐈽𐈾𐈿𐉀𐉁𐉂𐉃𐉄𐉅𐉆𐉇𐉈𐉉𐉊𐉋𐉌𐉍𐉎𐉏𐉐𐉑𐉒𐉓𐉔𐉕𐉖𐉗𐉘𐉙𐉚𐉛𐉜𐉝𐉞𐉟𐉠𐉡𐉢𐉣𐉤𐉥𐉦𐉧𐉨𐉩𐉪𐉫𐉬𐉭𐉮𐉯𐉰𐉱𐉲𐉳𐉴𐉵𐉶𐉷𐉸𐉹𐉺𐉻𐉼𐉽𐉾𐉿𐊀𐊁𐊂𐊃𐊄𐊅𐊆𐊇𐊈𐊉𐊊𐊋𐊌𐊍𐊎𐊏𐊐𐊑𐊒𐊓𐊔𐊕𐊖𐊗𐊘𐊙𐊚𐊛𐊜𐊝𐊞𐊟𐊠𐊡𐊢𐊣𐊤𐊥𐊦𐊧𐊨𐊩𐊪𐊫𐊬𐊭𐊮𐊯𐊰𐊱𐊲𐊳𐊴𐊵𐊶𐊷𐊸𐊹𐊺𐊻𐊼𐊽𐊾𐊿𐋀𐋁𐋂𐋃𐋄𐋅𐋆𐋇𐋈𐋉𐋊𐋋𐋌𐋍𐋎𐋏𐋐𐋑𐋒𐋓𐋔𐋕𐋖𐋗𐋘𐋙𐋚𐋛𐋜𐋝𐋞𐋟𐋠𐋡𐋢𐋣𐋤𐋥𐋦𐋧𐋨𐋩𐋪𐋫𐋬𐋭𐋮𐋯𐋰𐋱𐋲𐋳𐋴𐋵𐋶𐋷𐋸𐋹𐋺𐋻𐋼𐋽𐋾𐋿𐌀𐌁𐌂𐌃𐌄𐌅𐌆𐌇𐌈𐌉𐌊𐌋𐌌𐌍𐌎𐌏𐌐𐌑𐌒𐌓𐌔𐌕𐌖𐌗𐌘𐌙𐌚𐌛𐌜𐌝𐌞𐌟𐌠𐌡𐌢𐌣𐌤𐌥𐌦𐌧𐌨𐌩𐌪𐌫𐌬𐌭𐌮𐌯𐌰𐌱𐌲𐌳𐌴𐌵𐌶𐌷𐌸𐌹𐌺𐌻𐌼𐌽𐌾𐌿𐍀𐍁𐍂𐍃𐍄𐍅𐍆𐍇𐍈𐍉𐍊𐍋𐍌𐍍𐍎𐍏𐍐𐍑𐍒𐍓𐍔𐍕𐍖𐍗𐍘𐍙𐍚𐍛𐍜𐍝𐍞𐍟𐍠𐍡𐍢𐍣𐍤𐍥𐍦𐍧𐍨𐍩𐍪𐍫𐍬𐍭𐍮𐍯𐍰𐍱𐍲𐍳𐍴𐍵𐍶𐍷𐍸𐍹𐍺𐍻𐍼𐍽𐍾𐍿𐎀𐎁𐎂𐎃𐎄𐎅𐎆𐎇𐎈𐎉𐎊𐎋𐎌𐎍𐎎𐎏𐎐𐎑𐎒𐎓𐎔𐎕𐎖𐎗𐎘𐎙𐎚𐎛𐎜𐎝𐎞𐎟𐎠𐎡𐎢𐎣𐎤𐎥𐎦𐎧𐎨𐎩𐎪𐎫𐎬𐎭𐎮𐎯𐎰𐎱𐎲𐎳𐎴𐎵𐎶𐎷𐎸𐎹𐎺𐎻𐎼𐎽𐎾𐎿𐏀𐏁𐏂𐏃𐏄𐏅𐏆𐏇𐏈𐏉𐏊𐏋𐏌𐏍𐏎𐏏𐏐𐏑𐏒𐏓𐏔𐏕𐏖𐏗𐏘𐏙𐏚𐏛𐏜𐏝𐏞𐏟𐏠𐏡𐏢𐏣𐏤𐏥𐏦𐏧𐏨𐏩𐏪𐏫𐏬𐏭𐏮𐏯𐏰𐏱𐏲𐏳𐏴𐏵𐏶𐏷𐏸𐏹𐏺𐏻𐏼𐏽𐏾𐏿𐐀𐐁𐐂𐐃𐐄𐐅𐐆𐐇𐐈𐐉𐐊𐐋𐐌𐐍𐐎𐐏𐐐𐐑𐐒𐐓𐐔𐐕𐐖𐐗𐐘𐐙𐐚𐐛𐐜𐐝𐐞𐐟𐐠𐐡𐐢𐐣𐐤𐐥𐐦𐐧𐐨𐐩𐐪𐐫𐐬𐐭𐐮𐐯𐐰𐐱𐐲𐐳𐐴𐐵𐐶𐐷𐐸𐐹𐐺𐐻𐐼𐐽𐐾𐐿𐑀𐑁𐑂𐑃𐑄𐑅𐑆𐑇𐑈𐑉𐑊𐑋𐑌𐑍𐑎𐑏𐑐𐑑𐑒𐑓𐑔𐑕𐑖𐑗𐑘𐑙𐑚𐑛𐑜𐑝𐑞𐑟𐑠𐑡𐑢𐑣𐑤𐑥𐑦𐑧𐑨𐑩𐑪𐑫𐑬𐑭𐑮𐑯𐑰𐑱𐑲𐑳𐑴𐑵𐑶𐑷𐑸𐑹𐑺𐑻𐑼𐑽𐑾𐑿𐒀𐒁𐒂𐒃𐒄𐒅𐒆𐒇𐒈𐒉𐒊𐒋𐒌𐒍𐒎𐒏𐒐𐒑𐒒𐒓𐒔𐒕𐒖𐒗𐒘𐒙𐒚𐒛𐒜𐒝𐒞𐒟𐒠𐒡𐒢𐒣𐒤𐒥𐒦𐒧𐒨𐒩𐒪𐒫𐒬𐒭𐒮𐒯𐒰𐒱𐒲𐒳𐒴𐒵𐒶𐒷𐒸𐒹𐒺𐒻𐒼𐒽𐒾𐒿𐓀𐓁𐓂𐓃𐓄𐓅𐓆𐓇𐓈𐓉𐓊𐓋𐓌𐓍𐓎𐓏𐓐𐓑𐓒𐓓𐓔𐓕𐓖𐓗𐓘𐓙𐓚𐓛𐓜𐓝𐓞𐓟𐓠𐓡𐓢𐓣𐓤𐓥𐓦𐓧𐓨𐓩𐓪𐓫𐓬𐓭𐓮𐓯𐓰𐓱𐓲𐓳𐓴𐓵𐓶𐓷𐓸𐓹𐓺𐓻𐓼𐓽𐓾𐓿𐔀𐔁𐔂𐔃𐔄𐔅𐔆𐔇𐔈𐔉𐔊𐔋𐔌𐔍𐔎𐔏𐔐𐔑𐔒𐔓𐔔𐔕𐔖𐔗𐔘𐔙𐔚𐔛𐔜𐔝𐔞𐔟𐔠𐔡𐔢𐔣𐔤𐔥𐔦𐔧𐔨𐔩𐔪𐔫𐔬𐔭𐔮𐔯𐔰𐔱𐔲𐔳𐔴𐔵𐔶𐔷𐔸𐔹𐔺𐔻𐔼𐔽𐔾𐔿𐕀𐕁𐕂𐕃𐕄𐕅𐕆𐕇𐕈𐕉𐕊𐕋𐕌𐕍𐕎𐕏𐕐𐕑𐕒𐕓𐕔𐕕𐕖𐕗𐕘𐕙𐕚𐕛𐕜𐕝𐕞𐕟𐕠𐕡𐕢𐕣𐕤𐕥𐕦𐕧𐕨𐕩𐕪𐕫𐕬𐕭𐕮𐕯𐕰𐕱𐕲𐕳𐕴𐕵𐕶𐕷𐕸𐕹𐕺𐕻𐕼𐕽𐕾𐕿𐖀𐖁𐖂𐖃𐖄𐖅𐖆𐖇𐖈𐖉𐖊𐖋𐖌𐖍𐖎𐖏𐖐𐖑𐖒𐖓𐖔𐖕𐖖𐖗𐖘𐖙𐖚𐖛𐖜𐖝𐖞𐖟𐖠𐖡𐖢𐖣𐖤𐖥𐖦𐖧𐖨𐖩𐖪𐖫𐖬𐖭𐖮𐖯𐖰𐖱𐖲𐖳𐖴𐖵𐖶𐖷𐖸𐖹𐖺𐖻𐖼𐖽𐖾𐖿𐗀𐗁𐗂𐗃𐗄𐗅𐗆𐗇𐗈𐗉𐗊𐗋𐗌𐗍𐗎𐗏𐗐𐗑𐗒𐗓𐗔𐗕𐗖𐗗𐗘𐗙𐗚𐗛𐗜𐗝𐗞𐗟𐗠𐗡𐗢𐗣𐗤𐗥𐗦𐗧𐗨𐗩𐗪𐗫𐗬𐗭𐗮𐗯𐗰𐗱𐗲𐗳𐗴𐗵𐗶𐗷𐗸𐗹𐗺𐗻𐗼𐗽𐗾𐗿𐘀𐘁𐘂𐘃𐘄𐘅𐘆𐘇𐘈𐘉𐘊𐘋𐘌𐘍𐘎𐘏𐘐𐘑𐘒𐘓𐘔𐘕𐘖𐘗𐘘𐘙𐘚𐘛𐘜𐘝𐘞𐘟𐘠𐘡𐘢𐘣𐘤𐘥𐘦𐘧𐘨𐘩𐘪𐘫𐘬𐘭𐘮𐘯𐘰𐘱𐘲𐘳𐘴𐘵𐘶𐘷𐘸𐘹𐘺𐘻𐘼𐘽𐘾𐘿𐙀𐙁𐙂𐙃𐙄𐙅𐙆𐙇𐙈𐙉𐙊𐙋𐙌𐙍𐙎𐙏𐙐𐙑𐙒𐙓𐙔𐙕𐙖𐙗𐙘𐙙𐙚𐙛𐙜𐙝𐙞𐙟𐙠𐙡𐙢𐙣𐙤𐙥𐙦𐙧𐙨𐙩𐙪𐙫𐙬𐙭𐙮𐙯𐙰𐙱𐙲𐙳𐙴𐙵𐙶𐙷𐙸𐙹𐙺𐙻𐙼𐙽𐙾𐙿𐚀𐚁𐚂𐚃𐚄𐚅𐚆𐚇𐚈𐚉𐚊𐚋𐚌𐚍𐚎𐚏𐚐𐚑𐚒𐚓𐚔𐚕𐚖𐚗𐚘𐚙𐚚𐚛𐚜𐚝𐚞𐚟𐚠𐚡𐚢𐚣𐚤𐚥𐚦𐚧𐚨𐚩𐚪𐚫𐚬𐚭𐚮𐚯𐚰𐚱𐚲𐚳𐚴𐚵𐚶𐚷𐚸𐚹𐚺𐚻𐚼𐚽𐚾𐚿𐛀𐛁𐛂𐛃𐛄𐛅𐛆𐛇𐛈𐛉𐛊𐛋𐛌𐛍𐛎𐛏𐛐𐛑𐛒𐛓𐛔𐛕𐛖𐛗𐛘𐛙𐛚𐛛𐛜𐛝𐛞𐛟𐛠𐛡𐛢𐛣𐛤𐛥𐛦𐛧𐛨𐛩𐛪𐛫𐛬𐛭𐛮𐛯𐛰𐛱𐛲𐛳𐛴𐛵𐛶𐛷𐛸𐛹𐛺𐛻𐛼𐛽𐛾𐛿𐜀𐜁𐜂𐜃𐜄𐜅𐜆𐜇𐜈𐜉𐜊𐜋𐜌𐜍𐜎𐜏𐜐𐜑𐜒𐜓𐜔𐜕𐜖𐜗𐜘𐜙𐜚𐜛𐜜𐜝𐜞𐜟𐜠𐜡𐜢𐜣𐜤𐜥𐜦𐜧𐜨𐜩𐜪𐜫𐜬𐜭𐜮𐜯𐜰𐜱𐜲𐜳𐜴𐜵𐜶𐜷𐜸𐜹𐜺𐜻𐜼𐜽𐜾𐜿𐝀𐝁𐝂𐝃𐝄𐝅𐝆𐝇𐝈𐝉𐝊𐝋𐝌𐝍𐝎𐝏𐝐𐝑𐝒𐝓𐝔𐝕𐝖𐝗𐝘𐝙𐝚𐝛𐝜𐝝𐝞𐝟𐝠𐝡𐝢𐝣𐝤𐝥𐝦𐝧𐝨𐝩𐝪𐝫𐝬𐝭𐝮𐝯𐝰𐝱𐝲𐝳𐝴𐝵𐝶𐝷𐝸𐝹𐝺𐝻𐝼𐝽𐝾𐝿𐞀𐞁𐞂𐞃𐞄𐞅𐞆𐞇𐞈𐞉𐞊𐞋𐞌𐞍𐞎𐞏𐞐𐞑𐞒𐞓𐞔𐞕𐞖𐞗𐞘𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐟀𐟁𐟂𐟃𐟄𐟅𐟆𐟇𐟈𐟉𐟊𐟋𐟌𐟍𐟎𐟏𐟐𐟑𐟒𐟓𐟔𐟕𐟖𐟗𐟘𐟙𐟚𐟛𐟜𐟝𐟞𐟟𐟠𐟡𐟢𐟣𐟤𐟥𐟦𐟧𐟨𐟩𐟪𐟫𐟬𐟭𐟮𐟯𐟰𐟱𐟲𐟳𐟴𐟵𐟶𐟷𐟸𐟹𐟺𐟻𐟼𐟽𐟾𐟿𐠀𐠁𐠂𐠃𐠄𐠅𐠆𐠇𐠈𐠉𐠊𐠋𐠌𐠍𐠎𐠏𐠐𐠑𐠒𐠓𐠔𐠕𐠖𐠗𐠘𐠙𐠚𐠛𐠜𐠝𐠞𐠟𐠠𐠡𐠢𐠣𐠤𐠥𐠦𐠧𐠨𐠩𐠪𐠫𐠬𐠭𐠮𐠯𐠰𐠱𐠲𐠳𐠴𐠵𐠶𐠷𐠸𐠹𐠺𐠻𐠼𐠽𐠾𐠿𐡀𐡁𐡂𐡃𐡄𐡅𐡆𐡇𐡈𐡉𐡊𐡋𐡌𐡍𐡎𐡏𐡐𐡑𐡒𐡓𐡔𐡕𐡖𐡗𐡘𐡙𐡚𐡛𐡜𐡝𐡞𐡟𐡠𐡡𐡢𐡣𐡤𐡥𐡦𐡧𐡨𐡩𐡪𐡫𐡬𐡭𐡮𐡯𐡰𐡱𐡲𐡳𐡴𐡵𐡶𐡷𐡸𐡹𐡺𐡻𐡼𐡽𐡾𐡿𐢀𐢁𐢂𐢃𐢄𐢅𐢆𐢇𐢈𐢉𐢊𐢋𐢌𐢍𐢎𐢏𐢐𐢑𐢒𐢓𐢔𐢕𐢖𐢗𐢘𐢙𐢚𐢛𐢜𐢝𐢞𐢟𐢠𐢡𐢢𐢣𐢤𐢥𐢦𐢧𐢨𐢩𐢪𐢫𐢬𐢭𐢮𐢯𐢰𐢱𐢲𐢳𐢴𐢵𐢶𐢷𐢸𐢹𐢺𐢻𐢼𐢽𐢾𐢿𐣀𐣁𐣂𐣃𐣄𐣅𐣆𐣇𐣈𐣉𐣊𐣋𐣌𐣍𐣎𐣏𐣐𐣑𐣒𐣓𐣔𐣕𐣖𐣗𐣘𐣙𐣚𐣛𐣜𐣝𐣞𐣟𐣠𐣡𐣢𐣣𐣤𐣥𐣦𐣧𐣨𐣩𐣪𐣫𐣬𐣭𐣮𐣯𐣰𐣱𐣲𐣳𐣴𐣵𐣶𐣷𐣸𐣹𐣺𐣻𐣼𐣽𐣾𐣿𐤀𐤁𐤂𐤃𐤄𐤅𐤆𐤇𐤈𐤉𐤊𐤋𐤌𐤍𐤎𐤏𐤐𐤑𐤒𐤓𐤔𐤕𐤖𐤗𐤘𐤙𐤚𐤛𐤜𐤝𐤞𐤟𐤠𐤡𐤢𐤣𐤤𐤥𐤦𐤧𐤨𐤩𐤪𐤫𐤬𐤭𐤮𐤯𐤰𐤱𐤲𐤳𐤴𐤵𐤶𐤷𐤸𐤹𐤺𐤻𐤼𐤽𐤾𐤿𐥀𐥁𐥂𐥃𐥄𐥅𐥆𐥇𐥈𐥉𐥊𐥋𐥌𐥍𐥎𐥏𐥐𐥑𐥒𐥓𐥔𐥕𐥖𐥗𐥘𐥙𐥚𐥛𐥜𐥝𐥞𐥟𐥠𐥡𐥢𐥣𐥤𐥥𐥦𐥧𐥨𐥩𐥪𐥫𐥬𐥭𐥮𐥯𐥰𐥱𐥲𐥳𐥴𐥵𐥶𐥷𐥸𐥹𐥺𐥻𐥼𐥽𐥾𐥿𐦀𐦁𐦂𐦃𐦄𐦅𐦆𐦇𐦈𐦉𐦊𐦋𐦌𐦍𐦎𐦏𐦐𐦑𐦒𐦓𐦔𐦕𐦖𐦗𐦘𐦙𐦚𐦛𐦜𐦝𐦞𐦟𐦠𐦡𐦢𐦣𐦤𐦥𐦦𐦧𐦨𐦩𐦪𐦫𐦬𐦭𐦮𐦯𐦰𐦱𐦲𐦳𐦴𐦵𐦶𐦷𐦸𐦹𐦺𐦻𐦼𐦽𐦾𐦿𐧀𐧁𐧂𐧃𐧄𐧅𐧆𐧇𐧈𐧉𐧊𐧋𐧌𐧍𐧎𐧏𐧐𐧑𐧒𐧓𐧔𐧕𐧖𐧗𐧘𐧙𐧚𐧛𐧜𐧝𐧞𐧟𐧠𐧡𐧢𐧣𐧤𐧥𐧦𐧧𐧨𐧩𐧪𐧫𐧬𐧭𐧮𐧯𐧰𐧱𐧲𐧳𐧴𐧵𐧶𐧷𐧸𐧹𐧺𐧻𐧼𐧽𐧾𐧿𐨀𐨁𐨂𐨃𐨄𐨅𐨆𐨇𐨈𐨉𐨊𐨋𐨌𐨍𐨎𐨏𐨐𐨑𐨒𐨓𐨔𐨕𐨖𐨗𐨘𐨙𐨚𐨛𐨜𐨝𐨞𐨟𐨠𐨡𐨢𐨣𐨤𐨥𐨦𐨧𐨨𐨩𐨪𐨫𐨬𐨭𐨮𐨯𐨰𐨱𐨲𐨳𐨴𐨵𐨶𐨷𐨹𐨺𐨸𐨻𐨼𐨽𐨾𐨿𐩀𐩁𐩂𐩃𐩄𐩅𐩆𐩇𐩈𐩉𐩊𐩋𐩌𐩍𐩎𐩏𐩐𐩑𐩒𐩓𐩔𐩕𐩖𐩗𐩘𐩙𐩚𐩛𐩜𐩝𐩞𐩟𐩠𐩡𐩢𐩣𐩤𐩥𐩦𐩧𐩨𐩩𐩪𐩫𐩬𐩭𐩮𐩯𐩰𐩱𐩲𐩳𐩴𐩵𐩶𐩷𐩸𐩹𐩺𐩻𐩼𐩽𐩾𐩿𐪀𐪁𐪂𐪃𐪄𐪅𐪆𐪇𐪈𐪉𐪊𐪋𐪌𐪍𐪎𐪏𐪐𐪑𐪒𐪓𐪔𐪕𐪖𐪗𐪘𐪙𐪚𐪛𐪜𐪝𐪞𐪟𐪠𐪡𐪢𐪣𐪤𐪥𐪦𐪧𐪨𐪩𐪪𐪫𐪬𐪭𐪮𐪯𐪰𐪱𐪲𐪳𐪴𐪵𐪶𐪷𐪸𐪹𐪺𐪻𐪼𐪽𐪾𐪿𐫀𐫁𐫂𐫃𐫄𐫅𐫆𐫇𐫈𐫉𐫊𐫋𐫌𐫍𐫎𐫏𐫐𐫑𐫒𐫓𐫔𐫕𐫖𐫗𐫘𐫙𐫚𐫛𐫜𐫝𐫞𐫟𐫠𐫡𐫢𐫣𐫤𐫦𐫥𐫧𐫨𐫩𐫪𐫫𐫬𐫭𐫮𐫯𐫰𐫱𐫲𐫳𐫴𐫵𐫶𐫷𐫸𐫹𐫺𐫻𐫼𐫽𐫾𐫿𐬀𐬁𐬂𐬃𐬄𐬅𐬆𐬇𐬈𐬉𐬊𐬋𐬌𐬍𐬎𐬏𐬐𐬑𐬒𐬓𐬔𐬕𐬖𐬗𐬘𐬙𐬚𐬛𐬜𐬝𐬞𐬟𐬠𐬡𐬢𐬣𐬤𐬥𐬦𐬧𐬨𐬩𐬪𐬫𐬬𐬭𐬮𐬯𐬰𐬱𐬲𐬳𐬴𐬵𐬶𐬷𐬸𐬹𐬺𐬻𐬼𐬽𐬾𐬿𐭀𐭁𐭂𐭃𐭄𐭅𐭆𐭇𐭈𐭉𐭊𐭋𐭌𐭍𐭎𐭏𐭐𐭑𐭒𐭓𐭔𐭕𐭖𐭗𐭘𐭙𐭚𐭛𐭜𐭝𐭞𐭟𐭠𐭡𐭢𐭣𐭤𐭥𐭦𐭧𐭨𐭩𐭪𐭫𐭬𐭭𐭮𐭯𐭰𐭱𐭲𐭳𐭴𐭵𐭶𐭷𐭸𐭹𐭺𐭻𐭼𐭽𐭾𐭿𐮀𐮁𐮂𐮃𐮄𐮅𐮆𐮇𐮈𐮉𐮊𐮋𐮌𐮍𐮎𐮏𐮐𐮑𐮒𐮓𐮔𐮕𐮖𐮗𐮘𐮙𐮚𐮛𐮜𐮝𐮞𐮟𐮠𐮡𐮢𐮣𐮤𐮥𐮦𐮧𐮨𐮩𐮪𐮫𐮬𐮭𐮮𐮯𐮰𐮱𐮲𐮳𐮴𐮵𐮶𐮷𐮸𐮹𐮺𐮻𐮼𐮽𐮾𐮿𐯀𐯁𐯂𐯃𐯄𐯅𐯆𐯇𐯈𐯉𐯊𐯋𐯌𐯍𐯎𐯏𐯐𐯑𐯒𐯓𐯔𐯕𐯖𐯗𐯘𐯙𐯚𐯛𐯜𐯝𐯞𐯟𐯠𐯡𐯢𐯣𐯤𐯥𐯦𐯧𐯨𐯩𐯪𐯫𐯬𐯭𐯮𐯯𐯰𐯱𐯲𐯳𐯴𐯵𐯶𐯷𐯸𐯹𐯺𐯻𐯼𐯽𐯾𐯿𐰀𐰁𐰂𐰃𐰄𐰅𐰆𐰇𐰈𐰉𐰊𐰋𐰌𐰍𐰎𐰏

□ 𐀀𐀁𐀂𐀃𐀄𐀅𐀆𐀇𐀈𐀉𐀊𐀋𐀌𐀍𐀎𐀏𐀐𐀑𐀒𐀓𐀔𐀕𐀖𐀗𐀘𐀙𐀚𐀛𐀜𐀝𐀞𐀟𐀠𐀡𐀢𐀣𐀤𐀥𐀦𐀧𐀨𐀩𐀪𐀫𐀬𐀭𐀮𐀯𐀰𐀱𐀲𐀳𐀴𐀵𐀶𐀷𐀸𐀹𐀺𐀻𐀼𐀽𐀾𐀿𐁀𐁁𐁂𐁃𐁄𐁅𐁆𐁇𐁈𐁉𐁊𐁋𐁌𐁍𐁎𐁏𐁐𐁑𐁒𐁓𐁔𐁕𐁖𐁗𐁘𐁙𐁚𐁛𐁜𐁝𐁞𐁟𐁠𐁡𐁢𐁣𐁤𐁥𐁦𐁧𐁨𐁩𐁪𐁫𐁬𐁭𐁮𐁯𐁰𐁱𐁲𐁳𐁴𐁵𐁶𐁷𐁸𐁹𐁺𐁻𐁼𐁽𐁾𐁿𐂀𐂁𐂂𐂃𐂄𐂅𐂆𐂇𐂈𐂉𐂊𐂋𐂌𐂍𐂎𐂏𐂐𐂑𐂒𐂓𐂔𐂕𐂖𐂗𐂘𐂙𐂚𐂛𐂜𐂝𐂞𐂟𐂠𐂡𐂢𐂣𐂤𐂥𐂦𐂧𐂨𐂩𐂪𐂫𐂬𐂭𐂮𐂯𐂰𐂱𐂲𐂳𐂴𐂵𐂶𐂷𐂸𐂹𐂺𐂻𐂼𐂽𐂾𐂿𐃀𐃁𐃂𐃃𐃄𐃅𐃆𐃇𐃈𐃉𐃊𐃋𐃌𐃍𐃎𐃏𐃐𐃑𐃒𐃓𐃔𐃕𐃖𐃗𐃘𐃙𐃚𐃛𐃜𐃝𐃞𐃟𐃠𐃡𐃢𐃣𐃤𐃥𐃦𐃧𐃨𐃩𐃪𐃫𐃬𐃭𐃮𐃯𐃰𐃱𐃲𐃳𐃴𐃵𐃶𐃷𐃸𐃹𐃺𐃻𐃼𐃽𐃾𐃿𐄀𐄁𐄂𐄃𐄄𐄅𐄆𐄇𐄈𐄉𐄊𐄋𐄌𐄍𐄎𐄏𐄐𐄑𐄒𐄓𐄔𐄕𐄖𐄗𐄘𐄙𐄚𐄛𐄜𐄝𐄞𐄟𐄠𐄡𐄢𐄣𐄤𐄥𐄦𐄧𐄨𐄩𐄪𐄫𐄬𐄭𐄮𐄯𐄰𐄱𐄲𐄳𐄴𐄵𐄶𐄷𐄸𐄹𐄺𐄻𐄼𐄽𐄾𐄿𐅀𐅁𐅂𐅃𐅄𐅅𐅆𐅇𐅈𐅉𐅊𐅋𐅌𐅍𐅎𐅏𐅐𐅑𐅒𐅓𐅔𐅕𐅖𐅗𐅘𐅙𐅚𐅛𐅜𐅝𐅞𐅟𐅠𐅡𐅢𐅣𐅤𐅥𐅦𐅧𐅨𐅩𐅪𐅫𐅬𐅭𐅮𐅯𐅰𐅱𐅲𐅳𐅴𐅵𐅶𐅷𐅸𐅹𐅺𐅻𐅼𐅽𐅾𐅿𐆀𐆁𐆂𐆃𐆄𐆅𐆆𐆇𐆈𐆉𐆊𐆋𐆌𐆍𐆎𐆏𐆐𐆑𐆒𐆓𐆔𐆕𐆖𐆗𐆘𐆙𐆚𐆛𐆜𐆝𐆞𐆟𐆠𐆡𐆢𐆣𐆤𐆥𐆦𐆧𐆨𐆩𐆪𐆫𐆬𐆭𐆮𐆯𐆰𐆱𐆲𐆳𐆴𐆵𐆶𐆷𐆸𐆹𐆺𐆻𐆼𐆽𐆾𐆿𐇀𐇁𐇂𐇃𐇄𐇅𐇆𐇇𐇈𐇉𐇊𐇋𐇌𐇍𐇎𐇏𐇐𐇑𐇒𐇓𐇔𐇕𐇖𐇗𐇘𐇙𐇚𐇛𐇜𐇝𐇞𐇟𐇠𐇡𐇢𐇣𐇤𐇥𐇦𐇧𐇨𐇩𐇪𐇫𐇬𐇭𐇮𐇯𐇰𐇱𐇲𐇳𐇴𐇵𐇶𐇷𐇸𐇹𐇺𐇻𐇼𐇽𐇾𐇿𐈀𐈁𐈂𐈃𐈄𐈅𐈆𐈇𐈈𐈉𐈊𐈋𐈌𐈍𐈎𐈏𐈐𐈑𐈒𐈓𐈔𐈕𐈖𐈗𐈘𐈙𐈚𐈛𐈜𐈝𐈞𐈟𐈠𐈡𐈢𐈣𐈤𐈥𐈦𐈧𐈨𐈩𐈪𐈫𐈬𐈭𐈮𐈯𐈰𐈱𐈲𐈳𐈴𐈵𐈶𐈷𐈸𐈹𐈺𐈻𐈼𐈽𐈾𐈿𐉀𐉁𐉂𐉃𐉄𐉅𐉆𐉇𐉈𐉉𐉊𐉋𐉌𐉍𐉎𐉏𐉐𐉑𐉒𐉓𐉔𐉕𐉖𐉗𐉘𐉙𐉚𐉛𐉜𐉝𐉞𐉟𐉠𐉡𐉢𐉣𐉤𐉥𐉦𐉧𐉨𐉩𐉪𐉫𐉬𐉭𐉮𐉯𐉰𐉱𐉲𐉳𐉴𐉵𐉶𐉷𐉸𐉹𐉺𐉻𐉼𐉽𐉾𐉿𐊀𐊁𐊂𐊃𐊄𐊅𐊆𐊇𐊈𐊉𐊊𐊋𐊌𐊍𐊎𐊏𐊐𐊑𐊒𐊓𐊔𐊕𐊖𐊗𐊘𐊙𐊚𐊛𐊜𐊝𐊞𐊟𐊠𐊡𐊢𐊣𐊤𐊥𐊦𐊧𐊨𐊩𐊪𐊫𐊬𐊭𐊮𐊯𐊰𐊱𐊲𐊳𐊴𐊵𐊶𐊷𐊸𐊹𐊺𐊻𐊼𐊽𐊾𐊿𐋀𐋁𐋂𐋃𐋄𐋅𐋆𐋇𐋈𐋉𐋊𐋋𐋌𐋍𐋎𐋏𐋐𐋑𐋒𐋓𐋔𐋕𐋖𐋗𐋘𐋙𐋚𐋛𐋜𐋝𐋞𐋟𐋠𐋡𐋢𐋣𐋤𐋥𐋦𐋧𐋨𐋩𐋪𐋫𐋬𐋭𐋮𐋯𐋰𐋱𐋲𐋳𐋴𐋵𐋶𐋷𐋸𐋹𐋺𐋻𐋼𐋽𐋾𐋿𐌀𐌁𐌂𐌃𐌄𐌅𐌆𐌇𐌈𐌉𐌊𐌋𐌌𐌍𐌎𐌏𐌐𐌑𐌒𐌓𐌔𐌕𐌖𐌗𐌘𐌙𐌚𐌛𐌜𐌝𐌞𐌟𐌠𐌡𐌢𐌣𐌤𐌥𐌦𐌧𐌨𐌩𐌪𐌫𐌬𐌭𐌮𐌯𐌰𐌱𐌲𐌳𐌴𐌵𐌶𐌷𐌸𐌹𐌺𐌻𐌼𐌽𐌾𐌿𐍀𐍁𐍂𐍃𐍄𐍅𐍆𐍇𐍈𐍉𐍊𐍋𐍌𐍍𐍎𐍏𐍐𐍑𐍒𐍓𐍔𐍕𐍖𐍗𐍘𐍙𐍚𐍛𐍜𐍝𐍞𐍟𐍠𐍡𐍢𐍣𐍤𐍥𐍦𐍧𐍨𐍩𐍪𐍫𐍬𐍭𐍮𐍯𐍰𐍱𐍲𐍳𐍴𐍵𐍶𐍷𐍸𐍹𐍺𐍻𐍼𐍽𐍾𐍿𐎀𐎁𐎂𐎃𐎄𐎅𐎆𐎇𐎈𐎉𐎊𐎋𐎌𐎍𐎎𐎏𐎐𐎑𐎒𐎓𐎔𐎕𐎖𐎗𐎘𐎙𐎚𐎛𐎜𐎝𐎞𐎟𐎠𐎡𐎢𐎣𐎤𐎥𐎦𐎧𐎨𐎩𐎪𐎫𐎬𐎭𐎮𐎯𐎰𐎱𐎲𐎳𐎴𐎵𐎶𐎷𐎸𐎹𐎺𐎻𐎼𐎽𐎾𐎿𐏀𐏁𐏂𐏃𐏄𐏅𐏆𐏇𐏈𐏉𐏊𐏋𐏌𐏍𐏎𐏏𐏐𐏑𐏒𐏓𐏔𐏕𐏖𐏗𐏘𐏙𐏚𐏛𐏜𐏝𐏞𐏟𐏠𐏡𐏢𐏣𐏤𐏥𐏦𐏧𐏨𐏩𐏪𐏫𐏬𐏭𐏮𐏯𐏰𐏱𐏲𐏳𐏴𐏵𐏶𐏷𐏸𐏹𐏺𐏻𐏼𐏽𐏾𐏿𐐀𐐁𐐂𐐃𐐄𐐅𐐆𐐇𐐈𐐉𐐊𐐋𐐌𐐍𐐎𐐏𐐐𐐑𐐒𐐓𐐔𐐕𐐖𐐗𐐘𐐙𐐚𐐛𐐜𐐝𐐞𐐟𐐠𐐡𐐢𐐣𐐤𐐥𐐦𐐧𐐨𐐩𐐪𐐫𐐬𐐭𐐮𐐯𐐰𐐱𐐲𐐳𐐴𐐵𐐶𐐷𐐸𐐹𐐺𐐻𐐼𐐽𐐾𐐿𐑀𐑁𐑂𐑃𐑄𐑅𐑆𐑇𐑈𐑉𐑊𐑋𐑌𐑍𐑎𐑏𐑐𐑑𐑒𐑓𐑔𐑕𐑖𐑗𐑘𐑙𐑚𐑛𐑜𐑝𐑞𐑟𐑠𐑡𐑢𐑣𐑤𐑥𐑦𐑧𐑨𐑩𐑪𐑫𐑬𐑭𐑮𐑯𐑰𐑱𐑲𐑳𐑴𐑵𐑶𐑷𐑸𐑹𐑺𐑻𐑼𐑽𐑾𐑿𐒀𐒁𐒂𐒃𐒄𐒅𐒆𐒇𐒈𐒉𐒊𐒋𐒌𐒍𐒎𐒏𐒐𐒑𐒒𐒓𐒔𐒕𐒖𐒗𐒘𐒙𐒚𐒛𐒜𐒝𐒞𐒟𐒠𐒡𐒢𐒣𐒤𐒥𐒦𐒧𐒨𐒩𐒪𐒫𐒬𐒭𐒮𐒯𐒰𐒱𐒲𐒳𐒴𐒵𐒶𐒷𐒸𐒹𐒺𐒻𐒼𐒽𐒾𐒿𐓀𐓁𐓂𐓃𐓄𐓅𐓆𐓇𐓈𐓉𐓊𐓋𐓌𐓍𐓎𐓏𐓐𐓑𐓒𐓓𐓔𐓕𐓖𐓗𐓘𐓙𐓚𐓛𐓜𐓝𐓞𐓟𐓠𐓡𐓢𐓣𐓤𐓥𐓦𐓧𐓨𐓩𐓪𐓫𐓬𐓭𐓮𐓯𐓰𐓱𐓲𐓳𐓴𐓵𐓶𐓷𐓸𐓹𐓺𐓻𐓼𐓽𐓾𐓿𐔀𐔁𐔂𐔃𐔄𐔅𐔆𐔇𐔈𐔉𐔊𐔋𐔌𐔍𐔎𐔏𐔐𐔑𐔒𐔓𐔔𐔕𐔖𐔗𐔘𐔙𐔚𐔛𐔜𐔝𐔞𐔟𐔠𐔡𐔢𐔣𐔤𐔥𐔦𐔧𐔨𐔩𐔪𐔫𐔬𐔭𐔮𐔯𐔰𐔱𐔲𐔳𐔴𐔵𐔶𐔷𐔸𐔹𐔺𐔻𐔼𐔽𐔾𐔿𐕀𐕁𐕂𐕃𐕄𐕅𐕆𐕇𐕈𐕉𐕊𐕋𐕌𐕍𐕎𐕏𐕐𐕑𐕒𐕓𐕔𐕕𐕖𐕗𐕘𐕙𐕚𐕛𐕜𐕝𐕞𐕟𐕠𐕡𐕢𐕣𐕤𐕥𐕦𐕧𐕨𐕩𐕪𐕫𐕬𐕭𐕮𐕯𐕰𐕱𐕲𐕳𐕴𐕵𐕶𐕷𐕸𐕹𐕺𐕻𐕼𐕽𐕾𐕿𐖀𐖁𐖂𐖃𐖄𐖅𐖆𐖇𐖈𐖉𐖊𐖋𐖌𐖍𐖎𐖏𐖐𐖑𐖒𐖓𐖔𐖕𐖖𐖗𐖘𐖙𐖚𐖛𐖜𐖝𐖞𐖟𐖠𐖡𐖢𐖣𐖤𐖥𐖦𐖧𐖨𐖩𐖪𐖫𐖬𐖭𐖮𐖯𐖰𐖱𐖲𐖳𐖴𐖵𐖶𐖷𐖸𐖹𐖺𐖻𐖼𐖽𐖾𐖿𐗀𐗁𐗂𐗃𐗄𐗅𐗆𐗇𐗈𐗉𐗊𐗋𐗌𐗍𐗎𐗏𐗐𐗑𐗒𐗓𐗔𐗕𐗖𐗗𐗘𐗙𐗚𐗛𐗜𐗝𐗞𐗟𐗠𐗡𐗢𐗣𐗤𐗥𐗦𐗧𐗨𐗩𐗪𐗫𐗬𐗭𐗮𐗯𐗰𐗱𐗲𐗳𐗴𐗵𐗶𐗷𐗸𐗹𐗺𐗻𐗼𐗽𐗾𐗿𐘀𐘁𐘂𐘃𐘄𐘅𐘆𐘇𐘈𐘉𐘊𐘋𐘌𐘍𐘎𐘏𐘐𐘑𐘒𐘓𐘔𐘕𐘖𐘗𐘘𐘙𐘚𐘛𐘜𐘝𐘞𐘟𐘠𐘡𐘢𐘣𐘤𐘥𐘦𐘧𐘨𐘩𐘪𐘫𐘬𐘭𐘮𐘯𐘰𐘱𐘲𐘳𐘴𐘵𐘶𐘷𐘸𐘹𐘺𐘻𐘼𐘽𐘾𐘿𐙀𐙁𐙂𐙃𐙄𐙅𐙆𐙇𐙈𐙉𐙊𐙋𐙌𐙍𐙎𐙏𐙐𐙑𐙒𐙓𐙔𐙕𐙖𐙗𐙘𐙙𐙚𐙛𐙜𐙝𐙞𐙟𐙠𐙡𐙢𐙣𐙤𐙥𐙦𐙧𐙨𐙩𐙪𐙫𐙬𐙭𐙮𐙯𐙰𐙱𐙲𐙳𐙴𐙵𐙶𐙷𐙸𐙹𐙺𐙻𐙼𐙽𐙾𐙿𐚀𐚁𐚂𐚃𐚄𐚅𐚆𐚇𐚈𐚉𐚊𐚋𐚌𐚍𐚎𐚏𐚐𐚑𐚒𐚓𐚔𐚕𐚖𐚗𐚘𐚙𐚚𐚛𐚜𐚝𐚞𐚟𐚠𐚡𐚢𐚣𐚤𐚥𐚦𐚧𐚨𐚩𐚪𐚫𐚬𐚭𐚮𐚯𐚰𐚱𐚲𐚳𐚴𐚵𐚶𐚷𐚸𐚹𐚺𐚻𐚼𐚽𐚾𐚿𐛀𐛁𐛂𐛃𐛄𐛅𐛆𐛇𐛈𐛉𐛊𐛋𐛌𐛍𐛎𐛏𐛐𐛑𐛒𐛓𐛔𐛕𐛖𐛗𐛘𐛙𐛚𐛛𐛜𐛝𐛞𐛟𐛠𐛡𐛢𐛣𐛤𐛥𐛦𐛧𐛨𐛩𐛪𐛫𐛬𐛭𐛮𐛯𐛰𐛱𐛲𐛳𐛴𐛵𐛶𐛷𐛸𐛹𐛺𐛻𐛼𐛽𐛾𐛿𐜀𐜁𐜂𐜃𐜄𐜅𐜆𐜇𐜈𐜉𐜊𐜋𐜌𐜍𐜎𐜏𐜐𐜑𐜒𐜓𐜔𐜕𐜖𐜗𐜘𐜙𐜚𐜛𐜜𐜝𐜞𐜟𐜠𐜡𐜢𐜣𐜤𐜥𐜦𐜧𐜨𐜩𐜪𐜫𐜬𐜭𐜮𐜯𐜰𐜱𐜲𐜳𐜴𐜵𐜶𐜷𐜸𐜹𐜺𐜻𐜼𐜽𐜾𐜿𐝀𐝁𐝂𐝃𐝄𐝅𐝆𐝇𐝈𐝉𐝊𐝋𐝌𐝍𐝎𐝏𐝐𐝑𐝒𐝓𐝔𐝕𐝖𐝗𐝘𐝙𐝚𐝛𐝜𐝝𐝞𐝟𐝠𐝡𐝢𐝣𐝤𐝥𐝦𐝧𐝨𐝩𐝪𐝫𐝬𐝭𐝮𐝯𐝰𐝱𐝲𐝳𐝴𐝵𐝶𐝷𐝸𐝹𐝺𐝻𐝼𐝽𐝾𐝿𐞀𐞁𐞂𐞃𐞄𐞅𐞆𐞇𐞈𐞉𐞊𐞋𐞌𐞍𐞎𐞏𐞐𐞑𐞒𐞓𐞔𐞕𐞖𐞗𐞘𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐟀𐟁𐟂𐟃𐟄𐟅𐟆𐟇𐟈𐟉𐟊𐟋𐟌𐟍𐟎𐟏𐟐𐟑𐟒𐟓𐟔𐟕𐟖𐟗𐟘𐟙𐟚𐟛𐟜𐟝𐟞𐟟𐟠𐟡𐟢𐟣𐟤𐟥𐟦𐟧𐟨𐟩𐟪𐟫𐟬𐟭𐟮𐟯𐟰𐟱𐟲𐟳𐟴𐟵𐟶𐟷𐟸𐟹𐟺𐟻𐟼𐟽𐟾𐟿𐠀𐠁𐠂𐠃𐠄𐠅𐠆𐠇𐠈𐠉𐠊𐠋𐠌𐠍𐠎𐠏𐠐𐠑𐠒𐠓𐠔𐠕𐠖𐠗𐠘𐠙𐠚𐠛𐠜𐠝𐠞𐠟𐠠𐠡𐠢𐠣𐠤𐠥𐠦𐠧𐠨𐠩𐠪𐠫𐠬𐠭𐠮𐠯𐠰𐠱𐠲𐠳𐠴𐠵𐠶𐠷𐠸𐠹𐠺𐠻𐠼𐠽𐠾𐠿𐡀𐡁𐡂𐡃𐡄𐡅𐡆𐡇𐡈𐡉𐡊𐡋𐡌𐡍𐡎𐡏𐡐𐡑𐡒𐡓𐡔𐡕𐡖𐡗𐡘𐡙𐡚𐡛𐡜𐡝𐡞𐡟𐡠𐡡𐡢𐡣𐡤𐡥𐡦𐡧𐡨𐡩𐡪𐡫𐡬𐡭𐡮𐡯𐡰𐡱𐡲𐡳𐡴𐡵𐡶𐡷𐡸𐡹𐡺𐡻𐡼𐡽𐡾𐡿𐢀𐢁𐢂𐢃𐢄𐢅𐢆𐢇𐢈𐢉𐢊𐢋𐢌𐢍𐢎𐢏𐢐𐢑𐢒𐢓𐢔𐢕𐢖𐢗𐢘𐢙𐢚𐢛𐢜𐢝𐢞𐢟𐢠𐢡𐢢𐢣𐢤𐢥𐢦𐢧𐢨𐢩𐢪𐢫𐢬𐢭𐢮𐢯𐢰𐢱𐢲𐢳𐢴𐢵𐢶𐢷𐢸𐢹𐢺𐢻𐢼𐢽𐢾𐢿𐣀𐣁𐣂𐣃𐣄𐣅𐣆𐣇𐣈𐣉𐣊𐣋𐣌𐣍𐣎𐣏𐣐𐣑𐣒𐣓𐣔𐣕𐣖𐣗𐣘𐣙𐣚𐣛𐣜𐣝𐣞𐣟𐣠𐣡𐣢𐣣𐣤𐣥𐣦𐣧𐣨𐣩𐣪𐣫𐣬𐣭𐣮𐣯𐣰𐣱𐣲𐣳𐣴𐣵𐣶𐣷𐣸𐣹𐣺𐣻𐣼𐣽𐣾𐣿𐤀𐤁𐤂𐤃𐤄𐤅𐤆𐤇𐤈𐤉𐤊𐤋𐤌𐤍𐤎𐤏𐤐𐤑𐤒𐤓𐤔𐤕𐤖𐤗𐤘𐤙𐤚𐤛𐤜𐤝𐤞𐤟𐤠𐤡𐤢𐤣𐤤𐤥𐤦𐤧𐤨𐤩𐤪𐤫𐤬𐤭𐤮𐤯𐤰𐤱𐤲𐤳𐤴𐤵𐤶𐤷𐤸𐤹𐤺𐤻𐤼𐤽𐤾𐤿𐥀𐥁𐥂𐥃𐥄𐥅𐥆𐥇𐥈𐥉𐥊𐥋𐥌𐥍𐥎𐥏𐥐𐥑𐥒𐥓𐥔𐥕𐥖𐥗𐥘𐥙𐥚𐥛𐥜𐥝𐥞𐥟𐥠𐥡𐥢𐥣𐥤𐥥𐥦𐥧𐥨𐥩𐥪𐥫𐥬𐥭𐥮𐥯𐥰𐥱𐥲𐥳𐥴𐥵𐥶𐥷𐥸𐥹𐥺𐥻𐥼𐥽𐥾𐥿𐦀𐦁𐦂𐦃𐦄𐦅𐦆𐦇𐦈𐦉𐦊𐦋𐦌𐦍𐦎𐦏𐦐𐦑𐦒𐦓𐦔𐦕𐦖𐦗𐦘𐦙𐦚𐦛𐦜𐦝𐦞𐦟𐦠𐦡𐦢𐦣𐦤𐦥𐦦𐦧𐦨𐦩𐦪𐦫𐦬𐦭𐦮𐦯𐦰𐦱𐦲𐦳𐦴𐦵𐦶𐦷𐦸𐦹𐦺𐦻𐦼𐦽𐦾𐦿𐧀𐧁𐧂𐧃𐧄𐧅𐧆𐧇𐧈𐧉𐧊𐧋𐧌𐧍𐧎𐧏𐧐𐧑𐧒𐧓𐧔𐧕𐧖𐧗𐧘𐧙𐧚𐧛𐧜𐧝𐧞𐧟𐧠𐧡𐧢𐧣𐧤𐧥𐧦𐧧𐧨𐧩𐧪𐧫𐧬𐧭𐧮𐧯𐧰𐧱𐧲𐧳𐧴𐧵𐧶𐧷𐧸𐧹𐧺𐧻𐧼𐧽𐧾𐧿𐨀𐨁𐨂𐨃𐨄𐨅𐨆𐨇𐨈𐨉𐨊𐨋𐨌𐨍𐨎𐨏𐨐𐨑𐨒𐨓𐨔𐨕𐨖𐨗𐨘𐨙𐨚𐨛𐨜𐨝𐨞𐨟𐨠𐨡𐨢𐨣𐨤𐨥𐨦𐨧𐨨𐨩𐨪𐨫𐨬𐨭𐨮𐨯𐨰𐨱𐨲𐨳𐨴𐨵𐨶𐨷𐨹𐨺𐨸𐨻𐨼𐨽𐨾𐨿𐩀𐩁𐩂𐩃𐩄𐩅𐩆𐩇𐩈𐩉𐩊𐩋𐩌𐩍𐩎𐩏𐩐𐩑𐩒𐩓𐩔𐩕𐩖𐩗𐩘𐩙𐩚𐩛𐩜𐩝𐩞𐩟𐩠𐩡𐩢𐩣𐩤𐩥𐩦𐩧𐩨𐩩𐩪𐩫𐩬𐩭𐩮𐩯𐩰𐩱𐩲𐩳𐩴𐩵𐩶𐩷𐩸𐩹𐩺𐩻𐩼𐩽𐩾𐩿𐪀𐪁𐪂𐪃𐪄𐪅𐪆𐪇𐪈𐪉𐪊𐪋𐪌𐪍𐪎𐪏𐪐𐪑𐪒𐪓𐪔𐪕𐪖𐪗𐪘𐪙𐪚𐪛𐪜𐪝𐪞𐪟𐪠𐪡𐪢𐪣𐪤𐪥𐪦𐪧𐪨𐪩𐪪𐪫𐪬𐪭𐪮𐪯𐪰𐪱𐪲𐪳𐪴𐪵𐪶𐪷𐪸𐪹𐪺𐪻𐪼𐪽𐪾𐪿𐫀𐫁𐫂𐫃𐫄𐫅𐫆𐫇𐫈𐫉𐫊𐫋𐫌𐫍𐫎𐫏𐫐𐫑𐫒𐫓𐫔𐫕𐫖𐫗𐫘𐫙𐫚𐫛𐫜𐫝𐫞𐫟𐫠𐫡𐫢𐫣𐫤𐫦𐫥𐫧𐫨𐫩𐫪𐫫𐫬𐫭𐫮𐫯𐫰𐫱𐫲𐫳𐫴𐫵𐫶𐫷𐫸𐫹𐫺𐫻𐫼𐫽𐫾𐫿𐬀𐬁𐬂𐬃𐬄𐬅𐬆𐬇𐬈𐬉𐬊𐬋𐬌𐬍𐬎𐬏𐬐𐬑𐬒𐬓𐬔𐬕𐬖𐬗𐬘𐬙𐬚𐬛𐬜𐬝𐬞𐬟𐬠𐬡𐬢𐬣𐬤𐬥𐬦𐬧𐬨𐬩𐬪𐬫𐬬𐬭𐬮𐬯𐬰𐬱𐬲𐬳𐬴𐬵𐬶𐬷𐬸𐬹𐬺𐬻𐬼𐬽𐬾𐬿𐭀𐭁𐭂𐭃𐭄𐭅𐭆𐭇𐭈𐭉𐭊𐭋𐭌𐭍𐭎𐭏𐭐𐭑𐭒𐭓𐭔𐭕𐭖𐭗𐭘𐭙𐭚𐭛𐭜𐭝𐭞𐭟𐭠𐭡𐭢𐭣𐭤𐭥𐭦𐭧𐭨𐭩𐭪𐭫𐭬𐭭𐭮𐭯𐭰𐭱𐭲𐭳𐭴𐭵𐭶𐭷𐭸𐭹𐭺𐭻𐭼𐭽𐭾𐭿𐮀𐮁𐮂𐮃𐮄𐮅𐮆𐮇𐮈𐮉𐮊𐮋𐮌𐮍𐮎𐮏𐮐𐮑𐮒𐮓𐮔𐮕𐮖𐮗𐮘𐮙𐮚𐮛𐮜𐮝𐮞𐮟𐮠𐮡𐮢𐮣𐮤𐮥𐮦𐮧𐮨𐮩𐮪𐮫𐮬𐮭𐮮𐮯𐮰𐮱𐮲𐮳𐮴𐮵𐮶𐮷𐮸𐮹𐮺𐮻𐮼𐮽𐮾𐮿𐯀𐯁𐯂𐯃𐯄𐯅𐯆𐯇𐯈𐯉𐯊𐯋𐯌𐯍𐯎𐯏𐯐𐯑𐯒𐯓𐯔𐯕𐯖𐯗𐯘𐯙𐯚𐯛𐯜𐯝𐯞𐯟𐯠𐯡𐯢𐯣𐯤𐯥𐯦𐯧𐯨𐯩𐯪𐯫𐯬𐯭𐯮𐯯𐯰𐯱𐯲𐯳𐯴𐯵𐯶𐯷𐯸𐯹𐯺𐯻𐯼𐯽𐯾𐯿𐰀𐰁𐰂𐰃𐰄𐰅𐰆𐰇𐰈𐰉𐰊𐰋𐰌𐰍𐰎𐰏

□ 𐀀𐀁𐀂𐀃𐀄𐀅𐀆𐀇𐀈𐀉𐀊𐀋𐀌𐀍𐀎𐀏𐀐𐀑𐀒𐀓𐀔𐀕𐀖𐀗𐀘𐀙𐀚𐀛𐀜𐀝𐀞𐀟𐀠𐀡𐀢𐀣𐀤𐀥𐀦𐀧𐀨𐀩𐀪𐀫𐀬𐀭𐀮𐀯𐀰𐀱𐀲𐀳𐀴𐀵𐀶𐀷𐀸𐀹𐀺𐀻𐀼𐀽𐀾𐀿𐁀𐁁𐁂𐁃𐁄𐁅𐁆𐁇𐁈𐁉𐁊𐁋𐁌𐁍𐁎𐁏𐁐𐁑𐁒𐁓𐁔𐁕𐁖𐁗𐁘𐁙𐁚𐁛𐁜𐁝𐁞𐁟𐁠𐁡𐁢𐁣𐁤𐁥𐁦𐁧𐁨𐁩𐁪𐁫𐁬𐁭𐁮𐁯𐁰𐁱𐁲𐁳𐁴𐁵𐁶𐁷𐁸𐁹𐁺𐁻𐁼𐁽𐁾𐁿𐂀𐂁𐂂𐂃𐂄𐂅𐂆𐂇𐂈𐂉𐂊𐂋𐂌𐂍𐂎𐂏𐂐𐂑𐂒𐂓𐂔𐂕𐂖𐂗𐂘𐂙𐂚𐂛𐂜𐂝𐂞𐂟𐂠𐂡𐂢𐂣𐂤𐂥𐂦𐂧𐂨𐂩𐂪𐂫𐂬𐂭𐂮𐂯𐂰𐂱𐂲𐂳𐂴𐂵𐂶𐂷𐂸𐂹𐂺𐂻𐂼𐂽𐂾𐂿𐃀𐃁𐃂𐃃𐃄𐃅𐃆𐃇𐃈𐃉𐃊𐃋𐃌𐃍𐃎𐃏𐃐𐃑𐃒𐃓𐃔𐃕𐃖𐃗𐃘𐃙𐃚𐃛𐃜𐃝𐃞𐃟𐃠𐃡𐃢𐃣𐃤𐃥𐃦𐃧𐃨𐃩𐃪𐃫𐃬𐃭𐃮𐃯𐃰𐃱𐃲𐃳𐃴𐃵𐃶𐃷𐃸𐃹𐃺𐃻𐃼𐃽𐃾𐃿𐄀𐄁𐄂𐄃𐄄𐄅𐄆𐄇𐄈𐄉𐄊𐄋𐄌𐄍𐄎𐄏𐄐𐄑𐄒𐄓𐄔𐄕𐄖𐄗𐄘𐄙𐄚𐄛𐄜𐄝𐄞𐄟𐄠𐄡𐄢𐄣𐄤𐄥𐄦𐄧𐄨𐄩𐄪𐄫𐄬𐄭𐄮𐄯𐄰𐄱𐄲𐄳𐄴𐄵𐄶𐄷𐄸𐄹𐄺𐄻𐄼𐄽𐄾𐄿𐅀𐅁𐅂𐅃𐅄𐅅𐅆𐅇𐅈𐅉𐅊𐅋𐅌𐅍𐅎𐅏𐅐𐅑𐅒𐅓𐅔𐅕𐅖𐅗𐅘𐅙𐅚𐅛𐅜𐅝𐅞𐅟𐅠𐅡𐅢𐅣𐅤𐅥𐅦𐅧𐅨𐅩𐅪𐅫𐅬𐅭𐅮𐅯𐅰𐅱𐅲𐅳𐅴𐅵𐅶𐅷𐅸𐅹𐅺𐅻𐅼𐅽𐅾𐅿𐆀𐆁𐆂𐆃𐆄𐆅𐆆𐆇𐆈𐆉𐆊𐆋𐆌𐆍𐆎𐆏𐆐𐆑𐆒𐆓𐆔𐆕𐆖𐆗𐆘𐆙𐆚𐆛𐆜𐆝𐆞𐆟𐆠𐆡𐆢𐆣𐆤𐆥𐆦𐆧𐆨𐆩𐆪𐆫𐆬𐆭𐆮𐆯𐆰𐆱𐆲𐆳𐆴𐆵𐆶𐆷𐆸𐆹𐆺𐆻𐆼𐆽𐆾𐆿𐇀𐇁𐇂𐇃𐇄𐇅𐇆𐇇𐇈𐇉𐇊𐇋𐇌𐇍𐇎𐇏𐇐𐇑𐇒𐇓𐇔𐇕𐇖𐇗𐇘𐇙𐇚𐇛𐇜𐇝𐇞𐇟𐇠𐇡𐇢𐇣𐇤𐇥𐇦𐇧𐇨𐇩𐇪𐇫𐇬𐇭𐇮𐇯𐇰𐇱𐇲𐇳𐇴𐇵𐇶𐇷𐇸𐇹𐇺𐇻𐇼𐇽𐇾𐇿𐈀𐈁𐈂𐈃𐈄𐈅𐈆𐈇𐈈𐈉𐈊𐈋𐈌𐈍𐈎𐈏𐈐𐈑𐈒𐈓𐈔𐈕𐈖𐈗𐈘𐈙𐈚𐈛𐈜𐈝𐈞𐈟𐈠𐈡𐈢𐈣𐈤𐈥𐈦𐈧𐈨𐈩𐈪𐈫𐈬𐈭𐈮𐈯𐈰𐈱𐈲𐈳𐈴𐈵𐈶𐈷𐈸𐈹𐈺𐈻𐈼𐈽𐈾𐈿𐉀𐉁𐉂𐉃𐉄𐉅𐉆𐉇𐉈𐉉𐉊𐉋𐉌𐉍𐉎𐉏𐉐𐉑𐉒𐉓𐉔𐉕𐉖𐉗𐉘𐉙𐉚𐉛𐉜𐉝𐉞𐉟𐉠𐉡𐉢𐉣𐉤𐉥𐉦𐉧𐉨𐉩𐉪𐉫𐉬𐉭𐉮𐉯𐉰𐉱𐉲𐉳𐉴𐉵𐉶𐉷𐉸𐉹𐉺𐉻𐉼𐉽𐉾𐉿𐊀𐊁𐊂𐊃𐊄𐊅𐊆𐊇𐊈𐊉𐊊𐊋𐊌𐊍𐊎𐊏𐊐𐊑𐊒𐊓𐊔𐊕𐊖𐊗𐊘𐊙𐊚𐊛𐊜𐊝𐊞𐊟𐊠𐊡𐊢𐊣𐊤𐊥𐊦𐊧𐊨𐊩𐊪𐊫𐊬𐊭𐊮𐊯𐊰𐊱𐊲𐊳𐊴𐊵𐊶𐊷𐊸𐊹𐊺𐊻𐊼𐊽𐊾𐊿𐋀𐋁𐋂𐋃𐋄𐋅𐋆𐋇𐋈𐋉𐋊𐋋𐋌𐋍𐋎𐋏𐋐𐋑𐋒𐋓𐋔𐋕𐋖𐋗𐋘𐋙𐋚𐋛𐋜𐋝𐋞𐋟𐋠𐋡𐋢𐋣𐋤𐋥𐋦𐋧𐋨𐋩𐋪𐋫𐋬𐋭𐋮𐋯𐋰𐋱𐋲𐋳𐋴𐋵𐋶𐋷𐋸𐋹𐋺𐋻𐋼𐋽𐋾𐋿𐌀𐌁𐌂𐌃𐌄𐌅𐌆𐌇𐌈𐌉𐌊𐌋𐌌𐌍𐌎𐌏𐌐𐌑𐌒𐌓𐌔𐌕𐌖𐌗𐌘𐌙𐌚𐌛𐌜𐌝𐌞𐌟𐌠𐌡𐌢𐌣𐌤𐌥𐌦𐌧𐌨𐌩𐌪𐌫𐌬𐌭𐌮𐌯𐌰𐌱𐌲𐌳𐌴𐌵𐌶𐌷𐌸𐌹𐌺𐌻𐌼𐌽𐌾𐌿𐍀𐍁𐍂𐍃𐍄𐍅𐍆𐍇𐍈𐍉𐍊𐍋𐍌𐍍𐍎𐍏𐍐𐍑𐍒𐍓𐍔𐍕𐍖𐍗𐍘𐍙𐍚𐍛𐍜𐍝𐍞𐍟𐍠𐍡𐍢𐍣𐍤𐍥𐍦𐍧𐍨𐍩𐍪𐍫𐍬𐍭𐍮𐍯𐍰𐍱𐍲𐍳𐍴𐍵𐍶𐍷𐍸𐍹𐍺𐍻𐍼𐍽𐍾𐍿𐎀𐎁𐎂𐎃𐎄𐎅𐎆𐎇𐎈𐎉𐎊𐎋𐎌𐎍𐎎𐎏𐎐𐎑𐎒𐎓𐎔𐎕𐎖𐎗𐎘𐎙𐎚𐎛𐎜𐎝𐎞𐎟𐎠𐎡𐎢𐎣𐎤𐎥𐎦𐎧𐎨𐎩𐎪𐎫𐎬𐎭𐎮𐎯𐎰𐎱𐎲𐎳𐎴𐎵𐎶𐎷𐎸𐎹𐎺𐎻𐎼𐎽𐎾𐎿𐏀𐏁𐏂𐏃𐏄𐏅𐏆𐏇𐏈𐏉𐏊𐏋𐏌𐏍𐏎𐏏𐏐𐏑𐏒𐏓𐏔𐏕𐏖𐏗𐏘𐏙𐏚𐏛𐏜𐏝𐏞𐏟𐏠𐏡𐏢𐏣𐏤𐏥𐏦𐏧𐏨𐏩𐏪𐏫𐏬𐏭𐏮𐏯𐏰𐏱𐏲𐏳𐏴𐏵𐏶𐏷𐏸𐏹𐏺𐏻𐏼𐏽𐏾𐏿𐐀𐐁𐐂𐐃𐐄𐐅𐐆𐐇𐐈𐐉𐐊𐐋𐐌𐐍𐐎𐐏𐐐𐐑𐐒𐐓𐐔𐐕𐐖𐐗𐐘𐐙𐐚𐐛𐐜𐐝𐐞𐐟𐐠𐐡𐐢𐐣𐐤𐐥𐐦𐐧𐐨𐐩𐐪𐐫𐐬𐐭𐐮𐐯𐐰𐐱𐐲𐐳𐐴𐐵𐐶𐐷𐐸𐐹𐐺𐐻𐐼𐐽𐐾𐐿𐑀𐑁𐑂𐑃𐑄𐑅𐑆𐑇𐑈𐑉𐑊𐑋𐑌𐑍𐑎𐑏𐑐𐑑𐑒𐑓𐑔𐑕𐑖𐑗𐑘𐑙𐑚𐑛𐑜𐑝𐑞𐑟𐑠𐑡𐑢𐑣𐑤𐑥𐑦𐑧𐑨𐑩𐑪𐑫𐑬𐑭𐑮𐑯𐑰𐑱𐑲𐑳𐑴𐑵𐑶𐑷𐑸𐑹𐑺𐑻𐑼𐑽𐑾𐑿𐒀𐒁𐒂𐒃𐒄𐒅𐒆𐒇𐒈𐒉𐒊𐒋𐒌𐒍𐒎𐒏𐒐𐒑𐒒𐒓𐒔𐒕𐒖𐒗𐒘𐒙𐒚𐒛𐒜𐒝𐒞𐒟𐒠𐒡𐒢𐒣𐒤𐒥𐒦𐒧𐒨𐒩𐒪𐒫𐒬𐒭𐒮𐒯𐒰𐒱𐒲𐒳𐒴𐒵𐒶𐒷𐒸𐒹𐒺𐒻𐒼𐒽𐒾𐒿𐓀𐓁𐓂𐓃𐓄𐓅𐓆𐓇𐓈𐓉𐓊𐓋𐓌𐓍𐓎𐓏𐓐𐓑𐓒𐓓𐓔𐓕𐓖𐓗𐓘𐓙𐓚𐓛𐓜𐓝𐓞𐓟𐓠𐓡𐓢𐓣𐓤𐓥𐓦𐓧𐓨𐓩𐓪𐓫𐓬𐓭𐓮𐓯𐓰𐓱𐓲𐓳𐓴𐓵𐓶𐓷𐓸𐓹𐓺𐓻𐓼𐓽𐓾𐓿𐔀𐔁𐔂𐔃𐔄𐔅𐔆𐔇𐔈𐔉𐔊𐔋𐔌𐔍𐔎𐔏𐔐𐔑𐔒𐔓𐔔𐔕𐔖𐔗𐔘𐔙𐔚𐔛𐔜𐔝𐔞𐔟𐔠𐔡𐔢𐔣𐔤𐔥𐔦𐔧𐔨𐔩𐔪𐔫𐔬𐔭𐔮𐔯𐔰𐔱𐔲𐔳𐔴𐔵𐔶𐔷𐔸𐔹𐔺𐔻𐔼𐔽𐔾𐔿𐕀𐕁𐕂𐕃𐕄𐕅𐕆𐕇𐕈𐕉𐕊𐕋𐕌𐕍𐕎𐕏𐕐𐕑𐕒𐕓𐕔𐕕𐕖𐕗𐕘𐕙𐕚𐕛𐕜𐕝𐕞𐕟𐕠𐕡𐕢𐕣𐕤𐕥𐕦𐕧𐕨𐕩𐕪𐕫𐕬𐕭𐕮𐕯𐕰𐕱𐕲𐕳𐕴𐕵𐕶𐕷𐕸𐕹𐕺𐕻𐕼𐕽𐕾𐕿𐖀𐖁𐖂𐖃𐖄𐖅𐖆𐖇𐖈𐖉𐖊𐖋𐖌𐖍𐖎𐖏𐖐𐖑𐖒𐖓𐖔𐖕𐖖𐖗𐖘𐖙𐖚𐖛𐖜𐖝𐖞𐖟𐖠𐖡𐖢𐖣𐖤𐖥𐖦𐖧𐖨𐖩𐖪𐖫𐖬𐖭𐖮𐖯𐖰𐖱𐖲𐖳𐖴𐖵𐖶𐖷𐖸𐖹𐖺𐖻𐖼𐖽𐖾𐖿𐗀𐗁𐗂𐗃𐗄𐗅𐗆𐗇𐗈𐗉𐗊𐗋𐗌𐗍𐗎𐗏𐗐𐗑𐗒𐗓𐗔𐗕𐗖𐗗𐗘𐗙𐗚𐗛𐗜𐗝𐗞𐗟𐗠𐗡𐗢𐗣𐗤𐗥𐗦𐗧𐗨𐗩𐗪𐗫𐗬𐗭𐗮𐗯𐗰𐗱𐗲𐗳𐗴𐗵𐗶𐗷𐗸𐗹𐗺𐗻𐗼𐗽𐗾𐗿𐘀𐘁𐘂𐘃𐘄𐘅𐘆𐘇𐘈𐘉𐘊𐘋𐘌𐘍𐘎𐘏𐘐𐘑𐘒𐘓𐘔𐘕𐘖𐘗𐘘𐘙𐘚𐘛𐘜𐘝𐘞𐘟𐘠𐘡𐘢𐘣𐘤𐘥𐘦𐘧𐘨𐘩𐘪𐘫𐘬𐘭𐘮𐘯𐘰𐘱𐘲𐘳𐘴𐘵𐘶𐘷𐘸𐘹𐘺𐘻𐘼𐘽𐘾𐘿𐙀𐙁𐙂𐙃𐙄𐙅𐙆𐙇𐙈𐙉𐙊𐙋𐙌𐙍𐙎𐙏𐙐𐙑𐙒𐙓𐙔𐙕𐙖𐙗𐙘𐙙𐙚𐙛𐙜𐙝𐙞𐙟𐙠𐙡𐙢𐙣𐙤𐙥𐙦𐙧𐙨𐙩𐙪𐙫𐙬𐙭𐙮𐙯𐙰𐙱𐙲𐙳𐙴𐙵𐙶𐙷𐙸𐙹𐙺𐙻𐙼𐙽𐙾𐙿𐚀𐚁𐚂𐚃𐚄𐚅𐚆𐚇𐚈𐚉𐚊𐚋𐚌𐚍𐚎𐚏𐚐𐚑𐚒𐚓𐚔𐚕𐚖𐚗𐚘𐚙𐚚𐚛𐚜𐚝𐚞𐚟𐚠𐚡𐚢𐚣𐚤𐚥𐚦𐚧𐚨𐚩𐚪𐚫𐚬𐚭𐚮𐚯𐚰𐚱𐚲𐚳𐚴𐚵𐚶𐚷𐚸𐚹𐚺𐚻𐚼𐚽𐚾𐚿𐛀𐛁𐛂𐛃𐛄𐛅𐛆𐛇𐛈𐛉𐛊𐛋𐛌𐛍𐛎𐛏𐛐𐛑𐛒𐛓𐛔𐛕𐛖𐛗𐛘𐛙𐛚𐛛𐛜𐛝𐛞𐛟𐛠𐛡𐛢𐛣𐛤𐛥𐛦𐛧𐛨𐛩𐛪𐛫𐛬𐛭𐛮𐛯𐛰𐛱𐛲𐛳𐛴𐛵𐛶𐛷𐛸𐛹𐛺𐛻𐛼𐛽𐛾𐛿𐜀𐜁𐜂𐜃𐜄𐜅𐜆𐜇𐜈𐜉𐜊𐜋𐜌𐜍𐜎𐜏𐜐𐜑𐜒𐜓𐜔𐜕𐜖𐜗𐜘𐜙𐜚𐜛𐜜𐜝𐜞𐜟𐜠𐜡𐜢𐜣𐜤𐜥𐜦𐜧𐜨𐜩𐜪𐜫𐜬𐜭𐜮𐜯𐜰𐜱𐜲𐜳𐜴𐜵𐜶𐜷𐜸𐜹𐜺𐜻𐜼𐜽𐜾𐜿𐝀𐝁𐝂𐝃𐝄𐝅𐝆𐝇𐝈𐝉𐝊𐝋𐝌𐝍𐝎𐝏𐝐𐝑𐝒𐝓𐝔𐝕𐝖𐝗𐝘𐝙𐝚𐝛𐝜𐝝𐝞𐝟𐝠𐝡𐝢𐝣𐝤𐝥𐝦𐝧𐝨𐝩𐝪𐝫𐝬𐝭𐝮𐝯𐝰𐝱𐝲𐝳𐝴𐝵𐝶𐝷𐝸𐝹𐝺𐝻𐝼𐝽𐝾𐝿𐞀𐞁𐞂𐞃𐞄𐞅𐞆𐞇𐞈𐞉𐞊𐞋𐞌𐞍𐞎𐞏𐞐𐞑𐞒𐞓𐞔𐞕𐞖𐞗𐞘𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐟀𐟁𐟂𐟃𐟄𐟅𐟆𐟇𐟈𐟉𐟊𐟋𐟌𐟍𐟎𐟏𐟐𐟑𐟒𐟓𐟔𐟕𐟖𐟗𐟘𐟙𐟚𐟛𐟜𐟝𐟞𐟟𐟠𐟡𐟢𐟣𐟤𐟥𐟦𐟧𐟨𐟩𐟪𐟫𐟬𐟭𐟮𐟯𐟰𐟱𐟲𐟳𐟴𐟵𐟶𐟷𐟸𐟹𐟺𐟻𐟼𐟽𐟾𐟿𐠀𐠁𐠂𐠃𐠄𐠅𐠆𐠇𐠈𐠉𐠊𐠋𐠌𐠍𐠎𐠏𐠐𐠑𐠒𐠓𐠔𐠕𐠖𐠗𐠘𐠙𐠚𐠛𐠜𐠝𐠞𐠟𐠠𐠡𐠢𐠣𐠤𐠥𐠦𐠧𐠨𐠩𐠪𐠫𐠬𐠭𐠮𐠯𐠰𐠱𐠲𐠳𐠴𐠵𐠶𐠷𐠸𐠹𐠺𐠻𐠼𐠽𐠾𐠿𐡀𐡁𐡂𐡃𐡄𐡅𐡆𐡇𐡈𐡉𐡊𐡋𐡌𐡍𐡎𐡏𐡐𐡑𐡒𐡓𐡔𐡕𐡖𐡗𐡘𐡙𐡚𐡛𐡜𐡝𐡞𐡟𐡠𐡡𐡢𐡣𐡤𐡥𐡦𐡧𐡨𐡩𐡪𐡫𐡬𐡭𐡮𐡯𐡰𐡱𐡲𐡳𐡴𐡵𐡶𐡷𐡸𐡹𐡺𐡻𐡼𐡽𐡾𐡿𐢀𐢁𐢂𐢃𐢄𐢅𐢆𐢇𐢈𐢉𐢊𐢋𐢌𐢍𐢎𐢏𐢐𐢑𐢒𐢓𐢔𐢕𐢖𐢗𐢘𐢙𐢚𐢛𐢜𐢝𐢞𐢟𐢠𐢡𐢢𐢣𐢤𐢥𐢦𐢧𐢨𐢩𐢪𐢫𐢬𐢭𐢮𐢯𐢰𐢱𐢲𐢳𐢴𐢵𐢶𐢷𐢸𐢹𐢺𐢻𐢼𐢽𐢾𐢿𐣀𐣁𐣂𐣃𐣄𐣅𐣆𐣇𐣈𐣉𐣊𐣋𐣌𐣍𐣎𐣏𐣐𐣑𐣒𐣓𐣔𐣕𐣖𐣗𐣘𐣙𐣚𐣛𐣜𐣝𐣞𐣟𐣠𐣡𐣢𐣣𐣤𐣥𐣦𐣧𐣨𐣩𐣪𐣫𐣬𐣭𐣮𐣯𐣰𐣱𐣲𐣳𐣴𐣵𐣶𐣷𐣸𐣹𐣺𐣻𐣼𐣽𐣾𐣿𐤀𐤁𐤂𐤃𐤄𐤅𐤆𐤇𐤈𐤉𐤊𐤋𐤌𐤍𐤎𐤏𐤐𐤑𐤒𐤓𐤔𐤕𐤖𐤗𐤘𐤙𐤚𐤛𐤜𐤝𐤞𐤟𐤠𐤡𐤢𐤣𐤤𐤥𐤦𐤧𐤨𐤩𐤪𐤫𐤬𐤭𐤮𐤯𐤰𐤱𐤲𐤳𐤴𐤵𐤶𐤷𐤸𐤹𐤺𐤻𐤼𐤽𐤾𐤿𐥀𐥁𐥂𐥃𐥄𐥅𐥆𐥇𐥈𐥉𐥊𐥋𐥌𐥍𐥎𐥏𐥐𐥑𐥒𐥓𐥔𐥕𐥖𐥗𐥘𐥙𐥚𐥛𐥜𐥝𐥞𐥟𐥠𐥡𐥢𐥣𐥤𐥥𐥦𐥧𐥨𐥩𐥪𐥫𐥬𐥭𐥮𐥯𐥰𐥱𐥲𐥳𐥴𐥵𐥶𐥷𐥸𐥹𐥺𐥻𐥼𐥽𐥾𐥿𐦀𐦁𐦂𐦃𐦄𐦅𐦆𐦇𐦈𐦉𐦊𐦋𐦌𐦍𐦎𐦏𐦐𐦑𐦒𐦓𐦔𐦕𐦖𐦗𐦘𐦙𐦚𐦛𐦜𐦝𐦞𐦟𐦠𐦡𐦢𐦣𐦤𐦥𐦦𐦧𐦨𐦩𐦪𐦫𐦬𐦭𐦮𐦯𐦰𐦱𐦲𐦳𐦴𐦵𐦶𐦷𐦸𐦹𐦺𐦻𐦼𐦽𐦾𐦿𐧀𐧁𐧂𐧃𐧄𐧅𐧆𐧇𐧈𐧉𐧊𐧋𐧌𐧍𐧎𐧏𐧐𐧑𐧒𐧓𐧔𐧕𐧖𐧗𐧘𐧙𐧚𐧛𐧜𐧝𐧞𐧟𐧠𐧡𐧢𐧣𐧤𐧥𐧦𐧧𐧨𐧩𐧪𐧫𐧬𐧭𐧮𐧯𐧰𐧱𐧲𐧳𐧴𐧵𐧶𐧷𐧸𐧹𐧺𐧻𐧼𐧽𐧾𐧿𐨀𐨁𐨂𐨃𐨄𐨅𐨆𐨇𐨈𐨉𐨊𐨋𐨌𐨍𐨎𐨏𐨐𐨑𐨒𐨓𐨔𐨕𐨖𐨗𐨘𐨙𐨚𐨛𐨜𐨝𐨞𐨟𐨠𐨡𐨢𐨣𐨤𐨥𐨦𐨧𐨨𐨩𐨪𐨫𐨬𐨭𐨮𐨯𐨰𐨱𐨲𐨳𐨴𐨵𐨶𐨷𐨹𐨺𐨸𐨻𐨼𐨽𐨾𐨿𐩀𐩁𐩂𐩃𐩄𐩅𐩆𐩇𐩈𐩉𐩊𐩋𐩌𐩍𐩎𐩏𐩐𐩑𐩒𐩓𐩔𐩕𐩖𐩗𐩘𐩙𐩚𐩛𐩜𐩝𐩞𐩟𐩠𐩡𐩢𐩣𐩤𐩥𐩦𐩧𐩨𐩩𐩪𐩫𐩬𐩭𐩮𐩯𐩰𐩱𐩲𐩳𐩴𐩵𐩶𐩷𐩸𐩹𐩺𐩻𐩼𐩽𐩾𐩿𐪀𐪁𐪂𐪃𐪄𐪅𐪆𐪇𐪈𐪉𐪊𐪋𐪌𐪍𐪎𐪏𐪐𐪑𐪒𐪓𐪔𐪕𐪖𐪗𐪘𐪙𐪚𐪛𐪜𐪝𐪞𐪟𐪠𐪡𐪢𐪣𐪤𐪥𐪦𐪧𐪨𐪩𐪪𐪫𐪬𐪭𐪮𐪯𐪰𐪱𐪲𐪳𐪴𐪵𐪶𐪷𐪸𐪹𐪺𐪻𐪼𐪽𐪾𐪿𐫀𐫁𐫂𐫃𐫄𐫅𐫆𐫇𐫈𐫉𐫊𐫋𐫌𐫍𐫎𐫏𐫐𐫑𐫒𐫓𐫔𐫕𐫖𐫗𐫘𐫙𐫚𐫛𐫜𐫝𐫞𐫟𐫠𐫡𐫢𐫣𐫤𐫦𐫥𐫧𐫨𐫩𐫪𐫫𐫬𐫭𐫮𐫯𐫰𐫱𐫲𐫳𐫴𐫵𐫶𐫷𐫸𐫹𐫺𐫻𐫼𐫽𐫾𐫿𐬀𐬁𐬂𐬃𐬄𐬅𐬆𐬇𐬈𐬉𐬊𐬋𐬌𐬍𐬎𐬏𐬐𐬑𐬒𐬓𐬔𐬕𐬖𐬗𐬘𐬙𐬚𐬛𐬜𐬝𐬞𐬟𐬠𐬡𐬢𐬣𐬤𐬥𐬦𐬧𐬨𐬩𐬪𐬫𐬬𐬭𐬮𐬯𐬰𐬱𐬲𐬳𐬴𐬵𐬶𐬷𐬸𐬹𐬺𐬻𐬼𐬽𐬾𐬿𐭀𐭁𐭂𐭃𐭄𐭅𐭆𐭇𐭈𐭉𐭊𐭋𐭌𐭍𐭎𐭏𐭐𐭑𐭒𐭓𐭔𐭕𐭖𐭗𐭘𐭙𐭚𐭛𐭜𐭝𐭞𐭟𐭠𐭡𐭢𐭣𐭤𐭥𐭦𐭧𐭨𐭩𐭪𐭫𐭬𐭭𐭮𐭯𐭰𐭱𐭲𐭳𐭴𐭵𐭶𐭷𐭸𐭹𐭺𐭻𐭼𐭽𐭾𐭿𐮀𐮁𐮂𐮃𐮄𐮅𐮆𐮇𐮈𐮉𐮊𐮋𐮌𐮍𐮎𐮏𐮐𐮑𐮒𐮓𐮔𐮕𐮖𐮗𐮘𐮙𐮚𐮛𐮜𐮝𐮞𐮟𐮠𐮡𐮢𐮣𐮤𐮥𐮦𐮧𐮨𐮩𐮪𐮫𐮬𐮭𐮮𐮯𐮰𐮱𐮲𐮳𐮴𐮵𐮶𐮷𐮸𐮹𐮺𐮻𐮼𐮽𐮾𐮿𐯀𐯁𐯂𐯃𐯄𐯅𐯆𐯇𐯈𐯉𐯊𐯋𐯌𐯍𐯎𐯏𐯐𐯑𐯒𐯓𐯔𐯕𐯖𐯗𐯘𐯙𐯚𐯛𐯜𐯝𐯞𐯟𐯠𐯡𐯢𐯣𐯤𐯥𐯦𐯧𐯨𐯩𐯪𐯫𐯬𐯭𐯮𐯯𐯰𐯱𐯲𐯳𐯴𐯵𐯶𐯷𐯸𐯹𐯺𐯻𐯼𐯽𐯾𐯿𐰀𐰁𐰂𐰃𐰄𐰅𐰆𐰇𐰈𐰉𐰊𐰋𐰌𐰍𐰎𐰏

□ 𐀀𐀁𐀂𐀃𐀄𐀅𐀆𐀇𐀈𐀉𐀊𐀋𐀌𐀍𐀎𐀏𐀐𐀑𐀒𐀓𐀔𐀕𐀖𐀗𐀘𐀙𐀚𐀛𐀜𐀝𐀞𐀟𐀠𐀡𐀢𐀣𐀤𐀥𐀦𐀧𐀨𐀩𐀪𐀫𐀬𐀭𐀮𐀯𐀰𐀱𐀲𐀳𐀴𐀵𐀶𐀷𐀸𐀹𐀺𐀻𐀼𐀽𐀾𐀿𐁀𐁁𐁂𐁃𐁄𐁅𐁆𐁇𐁈𐁉𐁊𐁋𐁌𐁍𐁎𐁏𐁐𐁑𐁒𐁓𐁔𐁕𐁖𐁗𐁘𐁙𐁚𐁛𐁜𐁝𐁞𐁟𐁠𐁡𐁢𐁣𐁤𐁥𐁦𐁧𐁨𐁩𐁪𐁫𐁬𐁭𐁮𐁯𐁰𐁱𐁲𐁳𐁴𐁵𐁶𐁷𐁸𐁹𐁺𐁻𐁼𐁽𐁾𐁿𐂀𐂁𐂂𐂃𐂄𐂅𐂆𐂇𐂈𐂉𐂊𐂋𐂌𐂍𐂎𐂏𐂐𐂑𐂒𐂓𐂔𐂕𐂖𐂗𐂘𐂙𐂚𐂛𐂜𐂝𐂞𐂟𐂠𐂡𐂢𐂣𐂤𐂥𐂦𐂧𐂨𐂩𐂪𐂫𐂬𐂭𐂮𐂯𐂰𐂱𐂲𐂳𐂴𐂵𐂶𐂷𐂸𐂹𐂺𐂻𐂼𐂽𐂾𐂿𐃀𐃁𐃂𐃃𐃄𐃅𐃆𐃇𐃈𐃉𐃊𐃋𐃌𐃍𐃎𐃏𐃐𐃑𐃒𐃓𐃔𐃕𐃖𐃗𐃘𐃙𐃚𐃛𐃜𐃝𐃞𐃟𐃠𐃡𐃢𐃣𐃤𐃥𐃦𐃧𐃨𐃩𐃪𐃫𐃬𐃭𐃮𐃯𐃰𐃱𐃲𐃳𐃴𐃵𐃶𐃷𐃸𐃹𐃺𐃻𐃼𐃽𐃾𐃿𐄀𐄁𐄂𐄃𐄄𐄅𐄆𐄇𐄈𐄉𐄊𐄋𐄌𐄍𐄎𐄏𐄐𐄑𐄒𐄓𐄔𐄕𐄖𐄗𐄘𐄙𐄚𐄛𐄜𐄝𐄞𐄟𐄠𐄡𐄢𐄣𐄤𐄥𐄦𐄧𐄨𐄩𐄪𐄫𐄬𐄭𐄮𐄯𐄰𐄱𐄲𐄳𐄴𐄵𐄶𐄷𐄸𐄹𐄺𐄻𐄼𐄽𐄾𐄿𐅀𐅁𐅂𐅃𐅄𐅅𐅆𐅇𐅈𐅉𐅊𐅋𐅌𐅍𐅎𐅏𐅐𐅑𐅒𐅓𐅔𐅕𐅖𐅗𐅘𐅙𐅚𐅛𐅜𐅝𐅞𐅟𐅠𐅡𐅢𐅣𐅤𐅥𐅦𐅧𐅨𐅩𐅪𐅫𐅬𐅭𐅮𐅯𐅰𐅱𐅲𐅳𐅴𐅵𐅶𐅷𐅸𐅹𐅺𐅻𐅼𐅽𐅾𐅿𐆀𐆁𐆂𐆃𐆄𐆅𐆆𐆇𐆈𐆉𐆊𐆋𐆌𐆍𐆎𐆏𐆐𐆑𐆒𐆓𐆔𐆕𐆖𐆗𐆘𐆙𐆚𐆛𐆜𐆝𐆞𐆟𐆠𐆡𐆢𐆣𐆤𐆥𐆦𐆧𐆨𐆩𐆪𐆫𐆬𐆭𐆮𐆯𐆰𐆱𐆲𐆳𐆴𐆵𐆶𐆷𐆸𐆹𐆺𐆻𐆼𐆽𐆾𐆿𐇀𐇁𐇂𐇃𐇄𐇅𐇆𐇇𐇈𐇉𐇊𐇋𐇌𐇍𐇎𐇏𐇐𐇑𐇒𐇓𐇔𐇕𐇖𐇗𐇘𐇙𐇚𐇛𐇜𐇝𐇞𐇟𐇠𐇡𐇢𐇣𐇤𐇥𐇦𐇧𐇨𐇩𐇪𐇫𐇬𐇭𐇮𐇯𐇰𐇱𐇲𐇳𐇴𐇵𐇶𐇷𐇸𐇹𐇺𐇻𐇼𐇽𐇾𐇿𐈀𐈁𐈂𐈃𐈄𐈅𐈆𐈇𐈈𐈉𐈊𐈋𐈌𐈍𐈎𐈏𐈐𐈑𐈒𐈓𐈔𐈕𐈖𐈗𐈘𐈙𐈚𐈛𐈜𐈝𐈞𐈟𐈠𐈡𐈢𐈣𐈤𐈥𐈦𐈧𐈨𐈩𐈪𐈫𐈬𐈭𐈮𐈯𐈰𐈱𐈲𐈳𐈴𐈵𐈶𐈷𐈸𐈹𐈺𐈻𐈼𐈽𐈾𐈿𐉀𐉁𐉂𐉃𐉄𐉅𐉆𐉇𐉈𐉉𐉊𐉋𐉌𐉍𐉎𐉏𐉐𐉑𐉒𐉓𐉔𐉕𐉖𐉗𐉘𐉙𐉚𐉛𐉜𐉝𐉞𐉟𐉠𐉡𐉢𐉣𐉤𐉥𐉦𐉧𐉨𐉩𐉪𐉫𐉬𐉭𐉮𐉯𐉰𐉱𐉲𐉳𐉴𐉵𐉶𐉷𐉸𐉹𐉺𐉻𐉼𐉽𐉾𐉿𐊀𐊁𐊂𐊃𐊄𐊅𐊆𐊇𐊈𐊉𐊊𐊋𐊌𐊍𐊎𐊏𐊐𐊑𐊒𐊓𐊔𐊕𐊖𐊗𐊘𐊙𐊚𐊛𐊜𐊝𐊞𐊟𐊠𐊡𐊢𐊣𐊤𐊥𐊦𐊧𐊨𐊩𐊪𐊫𐊬𐊭𐊮𐊯𐊰𐊱𐊲𐊳𐊴𐊵𐊶𐊷𐊸𐊹𐊺𐊻𐊼𐊽𐊾𐊿𐋀𐋁𐋂𐋃𐋄𐋅𐋆𐋇𐋈𐋉𐋊𐋋𐋌𐋍𐋎𐋏𐋐𐋑𐋒𐋓𐋔𐋕𐋖𐋗𐋘𐋙𐋚𐋛𐋜𐋝𐋞𐋟𐋠𐋡𐋢𐋣𐋤𐋥𐋦𐋧𐋨𐋩𐋪𐋫𐋬𐋭𐋮𐋯𐋰𐋱𐋲𐋳𐋴𐋵𐋶𐋷𐋸𐋹𐋺𐋻𐋼𐋽𐋾𐋿𐌀𐌁𐌂𐌃𐌄𐌅𐌆𐌇𐌈𐌉𐌊𐌋𐌌𐌍𐌎𐌏𐌐𐌑𐌒𐌓𐌔𐌕𐌖𐌗𐌘𐌙𐌚𐌛𐌜𐌝𐌞𐌟𐌠𐌡𐌢𐌣𐌤𐌥𐌦𐌧𐌨𐌩𐌪𐌫𐌬𐌭𐌮𐌯𐌰𐌱𐌲𐌳𐌴𐌵𐌶𐌷𐌸𐌹𐌺𐌻𐌼𐌽𐌾𐌿𐍀𐍁𐍂𐍃𐍄𐍅𐍆𐍇𐍈𐍉𐍊𐍋𐍌𐍍𐍎𐍏𐍐𐍑𐍒𐍓𐍔𐍕𐍖𐍗𐍘𐍙𐍚𐍛𐍜𐍝𐍞𐍟𐍠𐍡𐍢𐍣𐍤𐍥𐍦𐍧𐍨𐍩𐍪𐍫𐍬𐍭𐍮𐍯𐍰𐍱𐍲𐍳𐍴𐍵𐍶𐍷𐍸𐍹𐍺𐍻𐍼𐍽𐍾𐍿𐎀𐎁𐎂𐎃𐎄𐎅𐎆𐎇𐎈𐎉𐎊𐎋𐎌𐎍𐎎𐎏𐎐𐎑𐎒𐎓𐎔𐎕𐎖𐎗𐎘𐎙𐎚𐎛𐎜𐎝𐎞𐎟𐎠𐎡𐎢𐎣𐎤𐎥𐎦𐎧𐎨𐎩𐎪𐎫𐎬𐎭𐎮𐎯𐎰𐎱𐎲𐎳𐎴𐎵𐎶𐎷𐎸𐎹𐎺𐎻𐎼𐎽𐎾𐎿𐏀𐏁𐏂𐏃𐏄𐏅𐏆𐏇𐏈𐏉𐏊𐏋𐏌𐏍𐏎𐏏𐏐𐏑𐏒𐏓𐏔𐏕𐏖𐏗𐏘𐏙𐏚𐏛𐏜𐏝𐏞𐏟𐏠𐏡𐏢𐏣𐏤𐏥𐏦𐏧𐏨𐏩𐏪𐏫𐏬𐏭𐏮𐏯𐏰𐏱𐏲𐏳𐏴𐏵𐏶𐏷𐏸𐏹𐏺𐏻𐏼𐏽𐏾𐏿𐐀𐐁𐐂𐐃𐐄𐐅𐐆𐐇𐐈𐐉𐐊𐐋𐐌𐐍𐐎𐐏𐐐𐐑𐐒𐐓𐐔𐐕𐐖𐐗𐐘𐐙𐐚𐐛𐐜𐐝𐐞𐐟𐐠𐐡𐐢𐐣𐐤𐐥𐐦𐐧𐐨𐐩𐐪𐐫𐐬𐐭𐐮𐐯𐐰𐐱𐐲𐐳𐐴𐐵𐐶𐐷𐐸𐐹𐐺𐐻𐐼𐐽𐐾𐐿𐑀𐑁𐑂𐑃𐑄𐑅𐑆𐑇𐑈𐑉𐑊𐑋𐑌𐑍𐑎𐑏𐑐𐑑𐑒𐑓𐑔𐑕𐑖𐑗𐑘𐑙𐑚𐑛𐑜𐑝𐑞𐑟𐑠𐑡𐑢𐑣𐑤𐑥𐑦𐑧𐑨𐑩𐑪𐑫𐑬𐑭𐑮𐑯𐑰𐑱𐑲𐑳𐑴𐑵𐑶𐑷𐑸𐑹𐑺𐑻𐑼𐑽𐑾𐑿𐒀𐒁𐒂𐒃𐒄𐒅𐒆𐒇𐒈𐒉𐒊𐒋𐒌𐒍𐒎𐒏𐒐𐒑𐒒𐒓𐒔𐒕𐒖𐒗𐒘𐒙𐒚𐒛𐒜𐒝𐒞𐒟𐒠𐒡𐒢𐒣𐒤𐒥𐒦𐒧𐒨𐒩𐒪𐒫𐒬𐒭𐒮𐒯𐒰𐒱𐒲𐒳𐒴𐒵𐒶𐒷𐒸𐒹𐒺𐒻𐒼𐒽𐒾𐒿𐓀𐓁𐓂𐓃𐓄𐓅𐓆𐓇𐓈𐓉𐓊𐓋𐓌𐓍𐓎𐓏𐓐𐓑𐓒𐓓𐓔𐓕𐓖𐓗𐓘𐓙𐓚𐓛𐓜𐓝𐓞𐓟𐓠𐓡𐓢𐓣𐓤𐓥𐓦𐓧𐓨𐓩𐓪𐓫𐓬𐓭𐓮𐓯𐓰𐓱𐓲𐓳𐓴𐓵𐓶𐓷𐓸𐓹𐓺𐓻𐓼𐓽𐓾𐓿𐔀𐔁𐔂𐔃𐔄𐔅𐔆𐔇𐔈𐔉𐔊𐔋𐔌𐔍𐔎𐔏𐔐𐔑𐔒𐔓𐔔𐔕𐔖𐔗𐔘𐔙𐔚𐔛𐔜𐔝𐔞𐔟𐔠𐔡𐔢𐔣𐔤𐔥𐔦𐔧𐔨𐔩𐔪𐔫𐔬𐔭𐔮𐔯𐔰𐔱𐔲𐔳𐔴𐔵𐔶𐔷𐔸𐔹𐔺𐔻𐔼𐔽𐔾𐔿𐕀𐕁𐕂𐕃𐕄𐕅𐕆𐕇𐕈𐕉𐕊𐕋𐕌𐕍𐕎𐕏𐕐𐕑𐕒𐕓𐕔𐕕𐕖𐕗𐕘𐕙𐕚𐕛𐕜𐕝𐕞𐕟𐕠𐕡𐕢𐕣𐕤𐕥𐕦𐕧𐕨𐕩𐕪𐕫𐕬𐕭𐕮𐕯𐕰𐕱𐕲𐕳𐕴𐕵𐕶𐕷𐕸𐕹𐕺𐕻𐕼𐕽𐕾𐕿𐖀𐖁𐖂𐖃𐖄𐖅𐖆𐖇𐖈𐖉𐖊𐖋𐖌𐖍𐖎𐖏𐖐𐖑𐖒𐖓𐖔𐖕𐖖𐖗𐖘𐖙𐖚𐖛𐖜𐖝𐖞𐖟𐖠𐖡𐖢𐖣𐖤𐖥𐖦𐖧𐖨𐖩𐖪𐖫𐖬𐖭𐖮𐖯𐖰𐖱𐖲𐖳𐖴𐖵𐖶𐖷𐖸𐖹𐖺𐖻𐖼𐖽𐖾𐖿𐗀𐗁𐗂𐗃𐗄𐗅𐗆𐗇𐗈𐗉𐗊𐗋𐗌𐗍𐗎𐗏𐗐𐗑𐗒𐗓𐗔𐗕𐗖𐗗𐗘𐗙𐗚𐗛𐗜𐗝𐗞𐗟𐗠𐗡𐗢𐗣𐗤𐗥𐗦𐗧𐗨𐗩𐗪𐗫𐗬𐗭𐗮𐗯𐗰𐗱𐗲𐗳𐗴𐗵𐗶𐗷𐗸𐗹𐗺𐗻𐗼𐗽𐗾𐗿𐘀𐘁𐘂𐘃𐘄𐘅𐘆𐘇𐘈𐘉𐘊𐘋𐘌𐘍𐘎𐘏𐘐𐘑𐘒𐘓𐘔𐘕𐘖𐘗𐘘𐘙𐘚𐘛𐘜𐘝𐘞𐘟𐘠𐘡𐘢𐘣𐘤𐘥𐘦𐘧𐘨𐘩𐘪𐘫𐘬𐘭𐘮𐘯𐘰𐘱𐘲𐘳𐘴𐘵𐘶𐘷𐘸𐘹𐘺𐘻𐘼𐘽𐘾𐘿𐙀𐙁𐙂𐙃𐙄𐙅𐙆𐙇𐙈𐙉𐙊𐙋𐙌𐙍𐙎𐙏𐙐𐙑𐙒𐙓𐙔𐙕𐙖𐙗𐙘𐙙𐙚𐙛𐙜𐙝𐙞𐙟𐙠𐙡𐙢𐙣𐙤𐙥𐙦𐙧𐙨𐙩𐙪𐙫𐙬𐙭𐙮𐙯𐙰𐙱𐙲𐙳𐙴𐙵𐙶𐙷𐙸𐙹𐙺𐙻𐙼𐙽𐙾𐙿𐚀𐚁𐚂𐚃𐚄𐚅𐚆𐚇𐚈𐚉𐚊𐚋𐚌𐚍𐚎𐚏𐚐𐚑𐚒𐚓𐚔𐚕𐚖𐚗𐚘𐚙𐚚𐚛𐚜𐚝𐚞𐚟𐚠𐚡𐚢𐚣𐚤𐚥𐚦𐚧𐚨𐚩𐚪𐚫𐚬𐚭𐚮𐚯𐚰𐚱𐚲𐚳𐚴𐚵𐚶𐚷𐚸𐚹𐚺𐚻𐚼𐚽𐚾𐚿𐛀𐛁𐛂𐛃𐛄𐛅𐛆𐛇𐛈𐛉𐛊𐛋𐛌𐛍𐛎𐛏𐛐𐛑𐛒𐛓𐛔𐛕𐛖𐛗𐛘𐛙𐛚𐛛𐛜𐛝𐛞𐛟𐛠𐛡𐛢𐛣𐛤𐛥𐛦𐛧𐛨𐛩𐛪𐛫𐛬𐛭𐛮𐛯𐛰𐛱𐛲𐛳𐛴𐛵𐛶𐛷𐛸𐛹𐛺𐛻𐛼𐛽𐛾𐛿𐜀𐜁𐜂𐜃𐜄𐜅𐜆𐜇𐜈𐜉𐜊𐜋𐜌𐜍𐜎𐜏𐜐𐜑𐜒𐜓𐜔𐜕𐜖𐜗𐜘𐜙𐜚𐜛𐜜𐜝𐜞𐜟𐜠𐜡𐜢𐜣𐜤𐜥𐜦𐜧𐜨𐜩𐜪𐜫𐜬𐜭𐜮𐜯𐜰𐜱𐜲𐜳𐜴𐜵𐜶𐜷𐜸𐜹𐜺𐜻𐜼𐜽𐜾𐜿𐝀𐝁𐝂𐝃𐝄𐝅𐝆𐝇𐝈𐝉𐝊𐝋𐝌𐝍𐝎𐝏𐝐𐝑𐝒𐝓𐝔𐝕𐝖𐝗𐝘𐝙𐝚𐝛𐝜𐝝𐝞𐝟𐝠𐝡𐝢𐝣𐝤𐝥𐝦𐝧𐝨𐝩𐝪𐝫𐝬𐝭𐝮𐝯𐝰𐝱𐝲𐝳𐝴𐝵𐝶𐝷𐝸𐝹𐝺𐝻𐝼𐝽𐝾𐝿𐞀𐞁𐞂𐞃𐞄𐞅𐞆𐞇𐞈𐞉𐞊𐞋𐞌𐞍𐞎𐞏𐞐𐞑𐞒𐞓𐞔𐞕𐞖𐞗𐞘𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐟀𐟁𐟂𐟃𐟄𐟅𐟆𐟇𐟈𐟉𐟊𐟋𐟌𐟍𐟎𐟏𐟐𐟑𐟒𐟓𐟔𐟕𐟖𐟗𐟘𐟙𐟚𐟛𐟜𐟝𐟞𐟟𐟠𐟡𐟢𐟣𐟤𐟥𐟦𐟧𐟨𐟩𐟪𐟫𐟬𐟭𐟮𐟯𐟰𐟱𐟲𐟳𐟴𐟵𐟶𐟷𐟸𐟹𐟺𐟻𐟼𐟽𐟾𐟿𐠀𐠁𐠂𐠃𐠄𐠅𐠆𐠇𐠈𐠉𐠊𐠋𐠌𐠍𐠎𐠏𐠐𐠑𐠒𐠓𐠔𐠕𐠖𐠗𐠘𐠙𐠚𐠛𐠜𐠝𐠞𐠟𐠠𐠡𐠢𐠣𐠤𐠥𐠦𐠧𐠨𐠩𐠪𐠫𐠬𐠭𐠮𐠯𐠰𐠱𐠲𐠳𐠴𐠵𐠶𐠷𐠸𐠹𐠺𐠻𐠼𐠽𐠾𐠿𐡀𐡁𐡂𐡃𐡄𐡅𐡆𐡇𐡈𐡉𐡊𐡋𐡌𐡍𐡎𐡏𐡐𐡑𐡒𐡓𐡔𐡕𐡖𐡗𐡘𐡙𐡚𐡛𐡜𐡝𐡞𐡟𐡠𐡡𐡢𐡣𐡤𐡥𐡦𐡧𐡨𐡩𐡪𐡫𐡬𐡭𐡮𐡯𐡰𐡱𐡲𐡳𐡴𐡵𐡶𐡷𐡸𐡹𐡺𐡻𐡼𐡽𐡾𐡿𐢀𐢁𐢂𐢃𐢄𐢅𐢆𐢇𐢈𐢉𐢊𐢋𐢌𐢍𐢎𐢏𐢐𐢑𐢒𐢓𐢔𐢕𐢖𐢗𐢘𐢙𐢚𐢛𐢜𐢝𐢞𐢟𐢠𐢡𐢢𐢣𐢤𐢥𐢦𐢧𐢨𐢩𐢪𐢫𐢬𐢭𐢮𐢯𐢰𐢱𐢲𐢳𐢴𐢵𐢶𐢷𐢸𐢹𐢺𐢻𐢼𐢽𐢾𐢿𐣀𐣁𐣂𐣃𐣄𐣅𐣆𐣇𐣈𐣉𐣊𐣋𐣌𐣍𐣎𐣏𐣐𐣑𐣒𐣓𐣔𐣕𐣖𐣗𐣘𐣙𐣚𐣛𐣜𐣝𐣞𐣟𐣠𐣡𐣢𐣣𐣤𐣥𐣦𐣧𐣨𐣩𐣪𐣫𐣬𐣭𐣮𐣯𐣰𐣱𐣲𐣳𐣴𐣵𐣶𐣷𐣸𐣹𐣺𐣻𐣼𐣽𐣾𐣿𐤀𐤁𐤂𐤃𐤄𐤅𐤆𐤇𐤈𐤉𐤊𐤋𐤌𐤍𐤎𐤏𐤐𐤑𐤒𐤓𐤔𐤕𐤖𐤗𐤘𐤙𐤚𐤛𐤜𐤝𐤞𐤟𐤠𐤡𐤢𐤣𐤤𐤥𐤦𐤧𐤨𐤩𐤪𐤫𐤬𐤭𐤮𐤯𐤰𐤱𐤲𐤳𐤴𐤵𐤶𐤷𐤸𐤹𐤺𐤻𐤼𐤽𐤾𐤿𐥀𐥁𐥂𐥃𐥄𐥅𐥆𐥇𐥈𐥉𐥊𐥋𐥌𐥍𐥎𐥏𐥐𐥑𐥒𐥓𐥔𐥕𐥖𐥗𐥘𐥙𐥚𐥛𐥜𐥝𐥞𐥟𐥠𐥡𐥢𐥣𐥤𐥥𐥦𐥧𐥨𐥩𐥪𐥫𐥬𐥭𐥮𐥯𐥰𐥱𐥲𐥳𐥴𐥵𐥶𐥷𐥸𐥹𐥺𐥻𐥼𐥽𐥾𐥿𐦀𐦁𐦂𐦃𐦄𐦅𐦆𐦇𐦈𐦉𐦊𐦋𐦌𐦍𐦎𐦏𐦐𐦑𐦒𐦓𐦔𐦕𐦖𐦗𐦘𐦙𐦚𐦛𐦜𐦝𐦞𐦟𐦠𐦡𐦢𐦣𐦤𐦥𐦦𐦧𐦨𐦩𐦪𐦫𐦬𐦭𐦮𐦯𐦰𐦱𐦲𐦳𐦴𐦵𐦶𐦷𐦸𐦹𐦺𐦻𐦼𐦽𐦾𐦿𐧀𐧁𐧂𐧃𐧄𐧅𐧆𐧇𐧈𐧉𐧊𐧋𐧌𐧍𐧎𐧏𐧐𐧑𐧒𐧓𐧔𐧕𐧖𐧗𐧘𐧙𐧚𐧛𐧜𐧝𐧞𐧟𐧠𐧡𐧢𐧣𐧤𐧥𐧦𐧧𐧨𐧩𐧪𐧫𐧬𐧭𐧮𐧯𐧰𐧱𐧲𐧳𐧴𐧵𐧶𐧷𐧸𐧹𐧺𐧻𐧼𐧽𐧾𐧿𐨀𐨁𐨂𐨃𐨄𐨅𐨆𐨇𐨈𐨉𐨊𐨋𐨌𐨍𐨎𐨏𐨐𐨑𐨒𐨓𐨔𐨕𐨖𐨗𐨘𐨙𐨚𐨛𐨜𐨝𐨞𐨟𐨠𐨡𐨢𐨣𐨤𐨥𐨦𐨧𐨨𐨩𐨪𐨫𐨬𐨭𐨮𐨯𐨰𐨱𐨲𐨳𐨴𐨵𐨶𐨷𐨹𐨺𐨸𐨻𐨼𐨽𐨾𐨿𐩀𐩁𐩂𐩃𐩄𐩅𐩆𐩇𐩈𐩉𐩊𐩋𐩌𐩍𐩎𐩏𐩐𐩑𐩒𐩓𐩔𐩕𐩖𐩗𐩘𐩙𐩚𐩛𐩜𐩝𐩞𐩟𐩠𐩡𐩢𐩣𐩤𐩥𐩦𐩧𐩨𐩩𐩪𐩫𐩬𐩭𐩮𐩯𐩰𐩱𐩲𐩳𐩴𐩵𐩶𐩷𐩸𐩹𐩺𐩻𐩼𐩽𐩾𐩿𐪀𐪁𐪂𐪃𐪄𐪅𐪆𐪇𐪈𐪉𐪊𐪋𐪌𐪍𐪎𐪏𐪐𐪑𐪒𐪓𐪔𐪕𐪖𐪗𐪘𐪙𐪚𐪛𐪜𐪝𐪞𐪟𐪠𐪡𐪢𐪣𐪤𐪥𐪦𐪧𐪨𐪩𐪪𐪫𐪬𐪭𐪮𐪯𐪰𐪱𐪲𐪳𐪴𐪵𐪶𐪷𐪸𐪹𐪺𐪻𐪼𐪽𐪾𐪿𐫀𐫁𐫂𐫃𐫄𐫅𐫆𐫇𐫈𐫉𐫊𐫋𐫌𐫍𐫎𐫏𐫐𐫑𐫒𐫓𐫔𐫕𐫖𐫗𐫘𐫙𐫚𐫛𐫜𐫝𐫞𐫟𐫠𐫡𐫢𐫣𐫤𐫦𐫥𐫧𐫨𐫩𐫪𐫫𐫬𐫭𐫮𐫯𐫰𐫱𐫲𐫳𐫴𐫵𐫶𐫷𐫸𐫹𐫺𐫻𐫼𐫽𐫾𐫿𐬀𐬁𐬂𐬃𐬄𐬅𐬆𐬇𐬈𐬉𐬊𐬋𐬌𐬍𐬎𐬏𐬐𐬑𐬒𐬓𐬔𐬕𐬖𐬗𐬘𐬙𐬚𐬛𐬜𐬝𐬞𐬟𐬠𐬡𐬢𐬣𐬤𐬥𐬦𐬧𐬨𐬩𐬪𐬫𐬬𐬭𐬮𐬯𐬰𐬱𐬲𐬳𐬴𐬵𐬶𐬷𐬸𐬹𐬺𐬻𐬼𐬽𐬾𐬿𐭀𐭁𐭂𐭃𐭄𐭅𐭆𐭇𐭈𐭉𐭊𐭋𐭌𐭍𐭎𐭏𐭐𐭑𐭒𐭓𐭔𐭕𐭖𐭗𐭘𐭙𐭚𐭛𐭜𐭝𐭞𐭟𐭠𐭡𐭢𐭣𐭤𐭥𐭦𐭧𐭨𐭩𐭪𐭫𐭬𐭭𐭮𐭯𐭰𐭱𐭲𐭳𐭴𐭵𐭶𐭷𐭸𐭹𐭺𐭻𐭼𐭽𐭾𐭿𐮀𐮁𐮂𐮃𐮄𐮅𐮆𐮇𐮈𐮉𐮊𐮋𐮌𐮍𐮎𐮏𐮐𐮑𐮒𐮓𐮔𐮕𐮖𐮗𐮘𐮙𐮚𐮛𐮜𐮝𐮞𐮟𐮠𐮡𐮢𐮣𐮤𐮥𐮦𐮧𐮨𐮩𐮪𐮫𐮬𐮭𐮮𐮯𐮰𐮱𐮲𐮳𐮴𐮵𐮶𐮷𐮸𐮹𐮺𐮻𐮼𐮽𐮾𐮿𐯀𐯁𐯂𐯃𐯄𐯅𐯆𐯇𐯈𐯉𐯊𐯋𐯌𐯍𐯎𐯏𐯐𐯑𐯒𐯓𐯔𐯕𐯖𐯗𐯘𐯙𐯚𐯛𐯜𐯝𐯞𐯟𐯠𐯡𐯢𐯣𐯤𐯥𐯦𐯧𐯨𐯩𐯪𐯫𐯬𐯭𐯮𐯯𐯰𐯱𐯲𐯳𐯴𐯵𐯶𐯷𐯸𐯹𐯺𐯻𐯼𐯽𐯾𐯿𐰀𐰁𐰂𐰃𐰄𐰅𐰆𐰇𐰈𐰉𐰊𐰋𐰌𐰍𐰎𐰏

□ 𐀀𐀁𐀂𐀃𐀄𐀅𐀆𐀇𐀈𐀉𐀊𐀋𐀌𐀍𐀎𐀏𐀐𐀑𐀒𐀓𐀔𐀕𐀖𐀗𐀘𐀙𐀚𐀛𐀜𐀝𐀞𐀟𐀠𐀡𐀢𐀣𐀤𐀥𐀦𐀧𐀨𐀩𐀪𐀫𐀬𐀭𐀮𐀯𐀰𐀱𐀲𐀳𐀴𐀵𐀶𐀷𐀸𐀹𐀺𐀻𐀼𐀽𐀾𐀿𐁀𐁁𐁂𐁃𐁄𐁅𐁆𐁇𐁈𐁉𐁊𐁋𐁌𐁍𐁎𐁏𐁐𐁑𐁒𐁓𐁔𐁕𐁖𐁗𐁘𐁙𐁚𐁛𐁜𐁝𐁞𐁟𐁠𐁡𐁢𐁣𐁤𐁥𐁦𐁧𐁨𐁩𐁪𐁫𐁬𐁭𐁮𐁯𐁰𐁱𐁲𐁳𐁴𐁵𐁶𐁷𐁸𐁹𐁺𐁻𐁼𐁽𐁾𐁿𐂀𐂁𐂂𐂃𐂄𐂅𐂆𐂇𐂈𐂉𐂊𐂋𐂌𐂍𐂎𐂏𐂐𐂑𐂒𐂓𐂔𐂕𐂖𐂗𐂘𐂙𐂚𐂛𐂜𐂝𐂞𐂟𐂠𐂡𐂢𐂣𐂤𐂥𐂦𐂧𐂨𐂩𐂪𐂫𐂬𐂭𐂮𐂯𐂰𐂱𐂲𐂳𐂴𐂵𐂶𐂷𐂸𐂹𐂺𐂻𐂼𐂽𐂾𐂿𐃀𐃁𐃂𐃃𐃄𐃅𐃆𐃇𐃈𐃉𐃊𐃋𐃌𐃍𐃎𐃏𐃐𐃑𐃒𐃓𐃔𐃕𐃖𐃗𐃘𐃙𐃚𐃛𐃜𐃝𐃞𐃟𐃠𐃡𐃢𐃣𐃤𐃥𐃦𐃧𐃨𐃩𐃪𐃫𐃬𐃭𐃮𐃯𐃰𐃱𐃲𐃳𐃴𐃵𐃶𐃷𐃸𐃹𐃺𐃻𐃼𐃽𐃾𐃿𐄀𐄁𐄂𐄃𐄄𐄅𐄆𐄇𐄈𐄉𐄊𐄋𐄌𐄍𐄎𐄏𐄐𐄑𐄒𐄓𐄔𐄕𐄖𐄗𐄘𐄙𐄚𐄛𐄜𐄝𐄞𐄟𐄠𐄡𐄢𐄣𐄤𐄥𐄦𐄧𐄨𐄩𐄪𐄫𐄬𐄭𐄮𐄯𐄰𐄱𐄲𐄳𐄴𐄵𐄶𐄷𐄸𐄹𐄺𐄻𐄼𐄽𐄾𐄿𐅀𐅁𐅂𐅃𐅄𐅅𐅆𐅇𐅈𐅉𐅊𐅋𐅌𐅍𐅎𐅏𐅐𐅑𐅒𐅓𐅔𐅕𐅖𐅗𐅘𐅙𐅚𐅛𐅜𐅝𐅞𐅟𐅠𐅡𐅢𐅣𐅤𐅥𐅦𐅧𐅨𐅩𐅪𐅫𐅬𐅭𐅮𐅯𐅰𐅱𐅲𐅳𐅴𐅵𐅶𐅷𐅸𐅹𐅺𐅻𐅼𐅽𐅾𐅿𐆀𐆁𐆂𐆃𐆄𐆅𐆆𐆇𐆈𐆉𐆊𐆋𐆌𐆍𐆎𐆏𐆐𐆑𐆒𐆓𐆔𐆕𐆖𐆗𐆘𐆙𐆚𐆛𐆜𐆝𐆞𐆟𐆠𐆡𐆢𐆣𐆤𐆥𐆦𐆧𐆨𐆩𐆪𐆫𐆬𐆭𐆮𐆯𐆰𐆱𐆲𐆳𐆴𐆵𐆶𐆷𐆸𐆹𐆺𐆻𐆼𐆽𐆾𐆿𐇀𐇁𐇂𐇃𐇄𐇅𐇆𐇇𐇈𐇉𐇊𐇋𐇌𐇍𐇎𐇏𐇐𐇑𐇒𐇓𐇔𐇕𐇖𐇗𐇘𐇙𐇚𐇛𐇜𐇝𐇞𐇟𐇠𐇡𐇢𐇣𐇤𐇥𐇦𐇧𐇨𐇩𐇪𐇫𐇬𐇭𐇮𐇯𐇰𐇱𐇲𐇳𐇴𐇵𐇶𐇷𐇸𐇹𐇺𐇻𐇼𐇽𐇾𐇿𐈀𐈁𐈂𐈃𐈄𐈅𐈆𐈇𐈈𐈉𐈊𐈋𐈌𐈍𐈎𐈏𐈐𐈑𐈒𐈓𐈔𐈕𐈖𐈗𐈘𐈙𐈚𐈛𐈜𐈝𐈞𐈟𐈠𐈡𐈢𐈣𐈤𐈥𐈦𐈧𐈨𐈩𐈪𐈫𐈬𐈭𐈮𐈯𐈰𐈱𐈲𐈳𐈴𐈵𐈶𐈷𐈸𐈹𐈺𐈻𐈼𐈽𐈾𐈿𐉀𐉁𐉂𐉃𐉄𐉅𐉆𐉇𐉈𐉉𐉊𐉋𐉌𐉍𐉎𐉏𐉐𐉑𐉒𐉓𐉔𐉕𐉖𐉗𐉘𐉙𐉚𐉛𐉜𐉝𐉞𐉟𐉠𐉡𐉢𐉣𐉤𐉥𐉦𐉧𐉨𐉩𐉪𐉫𐉬𐉭𐉮𐉯𐉰𐉱𐉲𐉳𐉴𐉵𐉶𐉷𐉸𐉹𐉺𐉻𐉼𐉽𐉾𐉿𐊀𐊁𐊂𐊃𐊄𐊅𐊆𐊇𐊈𐊉𐊊𐊋𐊌𐊍𐊎𐊏𐊐𐊑𐊒𐊓𐊔𐊕𐊖𐊗𐊘𐊙𐊚𐊛𐊜𐊝𐊞𐊟𐊠𐊡𐊢𐊣𐊤𐊥𐊦𐊧𐊨𐊩𐊪𐊫𐊬𐊭𐊮𐊯𐊰𐊱𐊲𐊳𐊴𐊵𐊶𐊷𐊸𐊹𐊺𐊻𐊼𐊽𐊾𐊿𐋀𐋁𐋂𐋃𐋄𐋅𐋆𐋇𐋈𐋉𐋊𐋋𐋌𐋍𐋎𐋏𐋐𐋑𐋒𐋓𐋔𐋕𐋖𐋗𐋘𐋙𐋚𐋛𐋜𐋝𐋞𐋟𐋠𐋡𐋢𐋣𐋤𐋥𐋦𐋧𐋨𐋩𐋪𐋫𐋬𐋭𐋮𐋯𐋰𐋱𐋲𐋳𐋴𐋵𐋶𐋷𐋸𐋹𐋺𐋻𐋼𐋽𐋾𐋿𐌀𐌁𐌂𐌃𐌄𐌅𐌆𐌇𐌈𐌉𐌊𐌋𐌌𐌍𐌎𐌏𐌐𐌑𐌒𐌓𐌔𐌕𐌖𐌗𐌘𐌙𐌚𐌛𐌜𐌝𐌞𐌟𐌠𐌡𐌢𐌣𐌤𐌥𐌦𐌧𐌨𐌩𐌪𐌫𐌬𐌭𐌮𐌯𐌰𐌱𐌲𐌳𐌴𐌵𐌶𐌷𐌸𐌹𐌺𐌻𐌼𐌽𐌾𐌿𐍀𐍁𐍂𐍃𐍄𐍅𐍆𐍇𐍈𐍉𐍊𐍋𐍌𐍍𐍎𐍏𐍐𐍑𐍒𐍓𐍔𐍕𐍖𐍗𐍘𐍙𐍚𐍛𐍜𐍝𐍞𐍟𐍠𐍡𐍢𐍣𐍤𐍥𐍦𐍧𐍨𐍩𐍪𐍫𐍬𐍭𐍮𐍯𐍰𐍱𐍲𐍳𐍴𐍵𐍶𐍷𐍸𐍹𐍺𐍻𐍼𐍽𐍾𐍿𐎀𐎁𐎂𐎃𐎄𐎅𐎆𐎇𐎈𐎉𐎊𐎋𐎌𐎍𐎎𐎏𐎐𐎑𐎒𐎓𐎔𐎕𐎖𐎗𐎘𐎙𐎚𐎛𐎜𐎝𐎞𐎟𐎠𐎡𐎢𐎣𐎤𐎥𐎦𐎧𐎨𐎩𐎪𐎫𐎬𐎭𐎮𐎯𐎰𐎱𐎲𐎳𐎴𐎵𐎶𐎷𐎸𐎹𐎺𐎻𐎼𐎽𐎾𐎿𐏀𐏁𐏂𐏃𐏄𐏅𐏆𐏇𐏈𐏉𐏊𐏋𐏌𐏍𐏎𐏏𐏐𐏑𐏒𐏓𐏔𐏕𐏖𐏗𐏘𐏙𐏚𐏛𐏜𐏝𐏞𐏟𐏠𐏡𐏢𐏣𐏤𐏥𐏦𐏧𐏨𐏩𐏪𐏫𐏬𐏭𐏮𐏯𐏰𐏱𐏲𐏳𐏴𐏵𐏶𐏷𐏸𐏹𐏺𐏻𐏼𐏽𐏾𐏿𐐀𐐁𐐂𐐃𐐄𐐅𐐆𐐇𐐈𐐉𐐊𐐋𐐌𐐍𐐎𐐏𐐐𐐑𐐒𐐓𐐔𐐕𐐖𐐗𐐘𐐙𐐚𐐛𐐜𐐝𐐞𐐟𐐠𐐡𐐢𐐣𐐤𐐥𐐦𐐧𐐨𐐩𐐪𐐫𐐬𐐭𐐮𐐯𐐰𐐱𐐲𐐳𐐴𐐵𐐶𐐷𐐸𐐹𐐺𐐻𐐼𐐽𐐾𐐿𐑀𐑁𐑂𐑃𐑄𐑅𐑆𐑇𐑈𐑉𐑊𐑋𐑌𐑍𐑎𐑏𐑐𐑑𐑒𐑓𐑔𐑕𐑖𐑗𐑘𐑙𐑚𐑛𐑜𐑝𐑞𐑟𐑠𐑡𐑢𐑣𐑤𐑥𐑦𐑧𐑨𐑩𐑪𐑫𐑬𐑭𐑮𐑯𐑰𐑱𐑲𐑳𐑴𐑵𐑶𐑷𐑸𐑹𐑺𐑻𐑼𐑽𐑾𐑿𐒀𐒁𐒂𐒃𐒄𐒅𐒆𐒇𐒈𐒉𐒊𐒋𐒌𐒍𐒎𐒏𐒐𐒑𐒒𐒓𐒔𐒕𐒖𐒗𐒘𐒙𐒚𐒛𐒜𐒝𐒞𐒟𐒠𐒡𐒢𐒣𐒤𐒥𐒦𐒧𐒨𐒩𐒪𐒫𐒬𐒭𐒮𐒯𐒰𐒱𐒲𐒳𐒴𐒵𐒶𐒷𐒸𐒹𐒺𐒻𐒼𐒽𐒾𐒿𐓀𐓁𐓂𐓃𐓄𐓅𐓆𐓇𐓈𐓉𐓊𐓋𐓌𐓍𐓎𐓏𐓐𐓑𐓒𐓓𐓔𐓕𐓖𐓗𐓘𐓙𐓚𐓛𐓜𐓝𐓞𐓟𐓠𐓡𐓢𐓣𐓤𐓥𐓦𐓧𐓨𐓩𐓪𐓫𐓬𐓭𐓮𐓯𐓰𐓱𐓲𐓳𐓴𐓵𐓶𐓷𐓸𐓹𐓺𐓻𐓼𐓽𐓾𐓿𐔀𐔁𐔂𐔃𐔄𐔅𐔆𐔇𐔈𐔉𐔊𐔋𐔌𐔍𐔎𐔏𐔐𐔑𐔒𐔓𐔔𐔕𐔖𐔗𐔘𐔙𐔚𐔛𐔜𐔝𐔞𐔟𐔠𐔡𐔢𐔣𐔤𐔥𐔦𐔧𐔨𐔩𐔪𐔫𐔬𐔭𐔮𐔯𐔰𐔱𐔲𐔳𐔴𐔵𐔶𐔷𐔸𐔹𐔺𐔻𐔼𐔽𐔾𐔿𐕀𐕁𐕂𐕃𐕄𐕅𐕆𐕇𐕈𐕉𐕊𐕋𐕌𐕍𐕎𐕏𐕐𐕑𐕒𐕓𐕔𐕕𐕖𐕗𐕘𐕙𐕚𐕛𐕜𐕝𐕞𐕟𐕠𐕡𐕢𐕣𐕤𐕥𐕦𐕧𐕨𐕩𐕪𐕫𐕬𐕭𐕮𐕯𐕰𐕱𐕲𐕳𐕴𐕵𐕶𐕷𐕸𐕹𐕺𐕻𐕼𐕽𐕾𐕿𐖀𐖁𐖂𐖃𐖄𐖅𐖆𐖇𐖈𐖉𐖊𐖋𐖌𐖍𐖎𐖏𐖐𐖑𐖒𐖓𐖔𐖕𐖖𐖗𐖘𐖙𐖚𐖛𐖜𐖝𐖞𐖟𐖠𐖡𐖢𐖣𐖤𐖥𐖦𐖧𐖨𐖩𐖪𐖫𐖬𐖭𐖮𐖯𐖰𐖱𐖲𐖳𐖴𐖵𐖶𐖷𐖸𐖹𐖺𐖻𐖼𐖽𐖾𐖿𐗀𐗁𐗂𐗃𐗄𐗅𐗆𐗇𐗈𐗉𐗊𐗋𐗌𐗍𐗎𐗏𐗐𐗑𐗒𐗓𐗔𐗕𐗖𐗗𐗘𐗙𐗚𐗛𐗜𐗝𐗞𐗟𐗠𐗡𐗢𐗣𐗤𐗥𐗦𐗧𐗨𐗩𐗪𐗫𐗬𐗭𐗮𐗯𐗰𐗱𐗲𐗳𐗴𐗵𐗶𐗷𐗸𐗹𐗺𐗻𐗼𐗽𐗾𐗿𐘀𐘁𐘂𐘃𐘄𐘅𐘆𐘇𐘈𐘉𐘊𐘋𐘌𐘍𐘎𐘏𐘐𐘑𐘒𐘓𐘔𐘕𐘖𐘗𐘘𐘙𐘚𐘛𐘜𐘝𐘞𐘟𐘠𐘡𐘢𐘣𐘤𐘥𐘦𐘧𐘨𐘩𐘪𐘫𐘬𐘭𐘮𐘯𐘰𐘱𐘲𐘳𐘴𐘵𐘶𐘷𐘸𐘹𐘺𐘻𐘼𐘽𐘾𐘿𐙀𐙁𐙂𐙃𐙄𐙅𐙆𐙇𐙈𐙉𐙊𐙋𐙌𐙍𐙎𐙏𐙐𐙑𐙒𐙓𐙔𐙕𐙖𐙗𐙘𐙙𐙚𐙛𐙜𐙝𐙞𐙟𐙠𐙡𐙢𐙣𐙤𐙥𐙦𐙧𐙨𐙩𐙪𐙫𐙬𐙭𐙮𐙯𐙰𐙱𐙲𐙳𐙴𐙵𐙶𐙷𐙸𐙹𐙺𐙻𐙼𐙽𐙾𐙿𐚀𐚁𐚂𐚃𐚄𐚅𐚆𐚇𐚈𐚉𐚊𐚋𐚌𐚍𐚎𐚏𐚐𐚑𐚒𐚓𐚔𐚕𐚖𐚗𐚘𐚙𐚚𐚛𐚜𐚝𐚞𐚟𐚠𐚡𐚢𐚣𐚤𐚥𐚦𐚧𐚨𐚩𐚪𐚫𐚬𐚭𐚮𐚯𐚰𐚱𐚲𐚳𐚴𐚵𐚶𐚷𐚸𐚹𐚺𐚻𐚼𐚽𐚾𐚿𐛀𐛁𐛂𐛃𐛄𐛅𐛆𐛇𐛈𐛉𐛊𐛋𐛌𐛍𐛎𐛏𐛐𐛑𐛒𐛓𐛔𐛕𐛖𐛗𐛘𐛙𐛚𐛛𐛜𐛝𐛞𐛟𐛠𐛡𐛢𐛣𐛤𐛥𐛦𐛧𐛨𐛩𐛪𐛫𐛬𐛭𐛮𐛯𐛰𐛱𐛲𐛳𐛴𐛵𐛶𐛷𐛸𐛹𐛺𐛻𐛼𐛽𐛾𐛿𐜀𐜁𐜂𐜃𐜄𐜅𐜆𐜇𐜈𐜉𐜊𐜋𐜌𐜍𐜎𐜏𐜐𐜑𐜒𐜓𐜔𐜕𐜖𐜗𐜘𐜙𐜚𐜛𐜜𐜝𐜞𐜟𐜠𐜡𐜢𐜣𐜤𐜥𐜦𐜧𐜨𐜩𐜪𐜫𐜬𐜭𐜮𐜯𐜰𐜱𐜲𐜳𐜴𐜵𐜶𐜷𐜸𐜹𐜺𐜻𐜼𐜽𐜾𐜿𐝀𐝁𐝂𐝃𐝄𐝅𐝆𐝇𐝈𐝉𐝊𐝋𐝌𐝍𐝎𐝏𐝐𐝑𐝒𐝓𐝔𐝕𐝖𐝗𐝘𐝙𐝚𐝛𐝜𐝝𐝞𐝟𐝠𐝡𐝢𐝣𐝤𐝥𐝦𐝧𐝨𐝩𐝪𐝫𐝬𐝭𐝮𐝯𐝰𐝱𐝲𐝳𐝴𐝵𐝶𐝷𐝸𐝹𐝺𐝻𐝼𐝽𐝾𐝿𐞀𐞁𐞂𐞃𐞄𐞅𐞆𐞇𐞈𐞉𐞊𐞋𐞌𐞍𐞎𐞏𐞐𐞑𐞒𐞓𐞔𐞕𐞖𐞗𐞘𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐟀𐟁𐟂𐟃𐟄𐟅𐟆𐟇𐟈𐟉𐟊𐟋𐟌𐟍𐟎𐟏𐟐𐟑𐟒𐟓𐟔𐟕𐟖𐟗𐟘𐟙𐟚𐟛𐟜𐟝𐟞𐟟𐟠𐟡𐟢𐟣𐟤𐟥𐟦𐟧𐟨𐟩𐟪𐟫𐟬𐟭𐟮𐟯𐟰𐟱𐟲𐟳𐟴𐟵𐟶𐟷𐟸𐟹𐟺𐟻𐟼𐟽𐟾𐟿𐠀𐠁𐠂𐠃𐠄𐠅𐠆𐠇𐠈𐠉𐠊𐠋𐠌𐠍𐠎𐠏𐠐𐠑𐠒𐠓𐠔𐠕𐠖𐠗𐠘𐠙𐠚𐠛𐠜𐠝𐠞𐠟𐠠𐠡𐠢𐠣𐠤𐠥𐠦𐠧𐠨𐠩𐠪𐠫𐠬𐠭𐠮𐠯𐠰𐠱𐠲𐠳𐠴𐠵𐠶𐠷𐠸𐠹𐠺𐠻𐠼𐠽𐠾𐠿𐡀𐡁𐡂𐡃𐡄𐡅𐡆𐡇𐡈𐡉𐡊𐡋𐡌𐡍𐡎𐡏𐡐𐡑𐡒𐡓𐡔𐡕𐡖𐡗𐡘𐡙𐡚𐡛𐡜𐡝𐡞𐡟𐡠𐡡𐡢𐡣𐡤𐡥𐡦𐡧𐡨𐡩𐡪𐡫𐡬𐡭𐡮𐡯𐡰𐡱𐡲𐡳𐡴𐡵𐡶𐡷𐡸𐡹𐡺𐡻𐡼𐡽𐡾𐡿𐢀𐢁𐢂𐢃𐢄𐢅𐢆𐢇𐢈𐢉𐢊𐢋𐢌𐢍𐢎𐢏𐢐𐢑𐢒𐢓𐢔𐢕𐢖𐢗𐢘𐢙𐢚𐢛𐢜𐢝𐢞𐢟𐢠𐢡𐢢𐢣𐢤𐢥𐢦𐢧𐢨𐢩𐢪𐢫𐢬𐢭𐢮𐢯𐢰𐢱𐢲𐢳𐢴𐢵𐢶𐢷𐢸𐢹𐢺𐢻𐢼𐢽𐢾𐢿𐣀𐣁𐣂𐣃𐣄𐣅𐣆𐣇𐣈𐣉𐣊𐣋𐣌𐣍𐣎𐣏𐣐𐣑𐣒𐣓𐣔𐣕𐣖𐣗𐣘𐣙𐣚𐣛𐣜𐣝𐣞𐣟𐣠𐣡𐣢𐣣𐣤𐣥𐣦𐣧𐣨𐣩𐣪𐣫𐣬𐣭𐣮𐣯𐣰𐣱𐣲𐣳𐣴𐣵𐣶𐣷𐣸𐣹𐣺𐣻𐣼𐣽𐣾𐣿𐤀𐤁𐤂𐤃𐤄𐤅𐤆𐤇𐤈𐤉𐤊𐤋𐤌𐤍𐤎𐤏𐤐𐤑𐤒𐤓𐤔𐤕𐤖𐤗𐤘𐤙𐤚𐤛𐤜𐤝𐤞𐤟𐤠𐤡𐤢𐤣𐤤𐤥𐤦𐤧𐤨𐤩𐤪𐤫𐤬𐤭𐤮𐤯𐤰𐤱𐤲𐤳𐤴𐤵𐤶𐤷𐤸𐤹𐤺𐤻𐤼𐤽𐤾𐤿𐥀𐥁𐥂𐥃𐥄𐥅𐥆𐥇𐥈𐥉𐥊𐥋𐥌𐥍𐥎𐥏𐥐𐥑𐥒𐥓𐥔𐥕𐥖𐥗𐥘𐥙𐥚𐥛𐥜𐥝𐥞𐥟𐥠𐥡𐥢𐥣𐥤𐥥𐥦𐥧𐥨𐥩𐥪𐥫𐥬𐥭𐥮𐥯𐥰𐥱𐥲𐥳𐥴𐥵𐥶𐥷𐥸𐥹𐥺𐥻𐥼𐥽𐥾𐥿𐦀𐦁𐦂𐦃𐦄𐦅𐦆𐦇𐦈𐦉𐦊𐦋𐦌𐦍𐦎𐦏𐦐𐦑𐦒𐦓𐦔𐦕𐦖𐦗𐦘𐦙𐦚𐦛𐦜𐦝𐦞𐦟𐦠𐦡𐦢𐦣𐦤𐦥𐦦𐦧𐦨𐦩𐦪𐦫𐦬𐦭𐦮𐦯𐦰𐦱𐦲𐦳𐦴𐦵𐦶𐦷𐦸𐦹𐦺𐦻𐦼𐦽𐦾𐦿𐧀𐧁𐧂𐧃𐧄𐧅𐧆𐧇𐧈𐧉𐧊𐧋𐧌𐧍𐧎𐧏𐧐𐧑𐧒𐧓𐧔𐧕𐧖𐧗𐧘𐧙𐧚𐧛𐧜𐧝𐧞𐧟𐧠𐧡𐧢𐧣𐧤𐧥𐧦𐧧𐧨𐧩𐧪𐧫𐧬𐧭𐧮𐧯𐧰𐧱𐧲𐧳𐧴𐧵𐧶𐧷𐧸𐧹𐧺𐧻𐧼𐧽𐧾𐧿𐨀𐨁𐨂𐨃𐨄𐨅𐨆𐨇𐨈𐨉𐨊𐨋𐨌𐨍𐨎𐨏𐨐𐨑𐨒𐨓𐨔𐨕𐨖𐨗𐨘𐨙𐨚𐨛𐨜𐨝𐨞𐨟𐨠𐨡𐨢𐨣𐨤𐨥𐨦𐨧𐨨𐨩𐨪𐨫𐨬𐨭𐨮𐨯𐨰𐨱𐨲𐨳𐨴𐨵𐨶𐨷𐨹𐨺𐨸𐨻𐨼𐨽𐨾𐨿𐩀𐩁𐩂𐩃𐩄𐩅𐩆𐩇𐩈𐩉𐩊𐩋𐩌𐩍𐩎𐩏𐩐𐩑𐩒𐩓𐩔𐩕𐩖𐩗𐩘𐩙𐩚𐩛𐩜𐩝𐩞𐩟𐩠𐩡𐩢𐩣𐩤𐩥𐩦𐩧𐩨𐩩𐩪𐩫𐩬𐩭𐩮𐩯𐩰𐩱𐩲𐩳𐩴𐩵𐩶𐩷𐩸𐩹𐩺𐩻𐩼𐩽𐩾𐩿𐪀𐪁𐪂𐪃𐪄𐪅𐪆𐪇𐪈𐪉𐪊𐪋𐪌𐪍𐪎𐪏𐪐𐪑𐪒𐪓𐪔𐪕𐪖𐪗𐪘𐪙𐪚𐪛𐪜𐪝𐪞𐪟𐪠𐪡𐪢𐪣𐪤𐪥𐪦𐪧𐪨𐪩𐪪𐪫𐪬𐪭𐪮𐪯𐪰𐪱𐪲𐪳𐪴𐪵𐪶𐪷𐪸𐪹𐪺𐪻𐪼𐪽𐪾𐪿𐫀𐫁𐫂𐫃𐫄𐫅𐫆𐫇𐫈𐫉𐫊𐫋𐫌𐫍𐫎𐫏𐫐𐫑𐫒𐫓𐫔𐫕𐫖𐫗𐫘𐫙𐫚𐫛𐫜𐫝𐫞𐫟𐫠𐫡𐫢𐫣𐫤𐫦𐫥𐫧𐫨𐫩𐫪𐫫𐫬𐫭𐫮𐫯𐫰𐫱𐫲𐫳𐫴𐫵𐫶𐫷𐫸𐫹𐫺𐫻𐫼𐫽𐫾𐫿𐬀𐬁𐬂𐬃𐬄𐬅𐬆𐬇𐬈𐬉𐬊𐬋𐬌𐬍𐬎𐬏𐬐𐬑𐬒𐬓𐬔𐬕𐬖𐬗𐬘𐬙𐬚𐬛𐬜𐬝𐬞𐬟𐬠𐬡𐬢𐬣𐬤𐬥𐬦𐬧𐬨𐬩𐬪𐬫𐬬𐬭𐬮𐬯𐬰𐬱𐬲𐬳𐬴𐬵𐬶𐬷𐬸𐬹𐬺𐬻𐬼𐬽𐬾𐬿𐭀𐭁𐭂𐭃𐭄𐭅𐭆𐭇𐭈𐭉𐭊𐭋𐭌𐭍𐭎𐭏𐭐𐭑𐭒𐭓𐭔𐭕𐭖𐭗𐭘𐭙𐭚𐭛𐭜𐭝𐭞𐭟𐭠𐭡𐭢𐭣𐭤𐭥𐭦𐭧𐭨𐭩𐭪𐭫𐭬𐭭𐭮𐭯𐭰𐭱𐭲𐭳𐭴𐭵𐭶𐭷𐭸𐭹𐭺𐭻𐭼𐭽𐭾𐭿𐮀𐮁𐮂𐮃𐮄𐮅𐮆𐮇𐮈𐮉𐮊𐮋𐮌𐮍𐮎𐮏𐮐𐮑𐮒𐮓𐮔𐮕𐮖𐮗𐮘𐮙𐮚𐮛𐮜𐮝𐮞𐮟𐮠𐮡𐮢𐮣𐮤𐮥𐮦𐮧𐮨𐮩𐮪𐮫𐮬𐮭𐮮𐮯𐮰𐮱𐮲𐮳𐮴𐮵𐮶𐮷𐮸𐮹𐮺𐮻𐮼𐮽𐮾𐮿𐯀𐯁𐯂𐯃𐯄𐯅𐯆𐯇𐯈𐯉𐯊𐯋𐯌𐯍𐯎𐯏𐯐𐯑𐯒𐯓𐯔𐯕𐯖𐯗𐯘𐯙𐯚𐯛𐯜𐯝𐯞𐯟𐯠𐯡𐯢𐯣𐯤𐯥𐯦𐯧𐯨𐯩𐯪𐯫𐯬𐯭𐯮𐯯𐯰𐯱𐯲𐯳𐯴𐯵𐯶𐯷𐯸𐯹𐯺𐯻𐯼𐯽𐯾𐯿𐰀𐰁𐰂𐰃𐰄𐰅𐰆𐰇𐰈𐰉𐰊𐰋𐰌𐰍𐰎𐰏

□ 𐀀𐀁𐀂𐀃𐀄𐀅𐀆𐀇𐀈𐀉𐀊𐀋𐀌𐀍𐀎𐀏𐀐𐀑𐀒𐀓𐀔𐀕𐀖𐀗𐀘𐀙𐀚𐀛𐀜𐀝𐀞𐀟𐀠𐀡𐀢𐀣𐀤𐀥𐀦𐀧𐀨𐀩𐀪𐀫𐀬𐀭𐀮𐀯𐀰𐀱𐀲𐀳𐀴𐀵𐀶𐀷𐀸𐀹𐀺𐀻𐀼𐀽𐀾𐀿𐁀𐁁𐁂𐁃𐁄𐁅𐁆𐁇𐁈𐁉𐁊𐁋𐁌𐁍𐁎𐁏𐁐𐁑𐁒𐁓𐁔𐁕𐁖𐁗𐁘𐁙𐁚𐁛𐁜𐁝𐁞𐁟𐁠𐁡𐁢𐁣𐁤𐁥𐁦𐁧𐁨𐁩𐁪𐁫𐁬𐁭𐁮𐁯𐁰𐁱𐁲𐁳𐁴𐁵𐁶𐁷𐁸𐁹𐁺𐁻𐁼𐁽𐁾𐁿𐂀𐂁𐂂𐂃𐂄𐂅𐂆𐂇𐂈𐂉𐂊𐂋𐂌𐂍𐂎𐂏𐂐𐂑𐂒𐂓𐂔𐂕𐂖𐂗𐂘𐂙𐂚𐂛𐂜𐂝𐂞𐂟𐂠𐂡𐂢𐂣𐂤𐂥𐂦𐂧𐂨𐂩𐂪𐂫𐂬𐂭𐂮𐂯𐂰𐂱𐂲𐂳𐂴𐂵𐂶𐂷𐂸𐂹𐂺𐂻𐂼𐂽𐂾𐂿𐃀𐃁𐃂𐃃𐃄𐃅𐃆𐃇𐃈𐃉𐃊𐃋𐃌𐃍𐃎𐃏𐃐𐃑𐃒𐃓𐃔𐃕𐃖𐃗𐃘𐃙𐃚𐃛𐃜𐃝𐃞𐃟𐃠𐃡𐃢𐃣𐃤𐃥𐃦𐃧𐃨𐃩𐃪𐃫𐃬𐃭𐃮𐃯𐃰𐃱𐃲𐃳𐃴𐃵𐃶𐃷𐃸𐃹𐃺𐃻𐃼𐃽𐃾𐃿𐄀𐄁𐄂𐄃𐄄𐄅𐄆𐄇𐄈𐄉𐄊𐄋𐄌𐄍𐄎𐄏𐄐𐄑𐄒𐄓𐄔𐄕𐄖𐄗𐄘𐄙𐄚𐄛𐄜𐄝𐄞𐄟𐄠𐄡𐄢𐄣𐄤𐄥𐄦𐄧𐄨𐄩𐄪𐄫𐄬𐄭𐄮𐄯𐄰𐄱𐄲𐄳𐄴𐄵𐄶𐄷𐄸𐄹𐄺𐄻𐄼𐄽𐄾𐄿𐅀𐅁𐅂𐅃𐅄𐅅𐅆𐅇𐅈𐅉𐅊𐅋𐅌𐅍𐅎𐅏𐅐𐅑𐅒𐅓𐅔𐅕𐅖𐅗𐅘𐅙𐅚𐅛𐅜𐅝𐅞𐅟𐅠𐅡𐅢𐅣𐅤𐅥𐅦𐅧𐅨𐅩𐅪𐅫𐅬𐅭𐅮𐅯𐅰𐅱𐅲𐅳𐅴𐅵𐅶𐅷𐅸𐅹𐅺𐅻𐅼𐅽𐅾𐅿𐆀𐆁𐆂𐆃𐆄𐆅𐆆𐆇𐆈𐆉𐆊𐆋𐆌𐆍𐆎𐆏𐆐𐆑𐆒𐆓𐆔𐆕𐆖𐆗𐆘𐆙𐆚𐆛𐆜𐆝𐆞𐆟𐆠𐆡𐆢𐆣𐆤𐆥𐆦𐆧𐆨𐆩𐆪𐆫𐆬𐆭𐆮𐆯𐆰𐆱𐆲𐆳𐆴𐆵𐆶𐆷𐆸𐆹𐆺𐆻𐆼𐆽𐆾𐆿𐇀𐇁𐇂𐇃𐇄𐇅𐇆𐇇𐇈𐇉𐇊𐇋𐇌𐇍𐇎𐇏𐇐𐇑𐇒𐇓𐇔𐇕𐇖𐇗𐇘𐇙𐇚𐇛𐇜𐇝𐇞𐇟𐇠𐇡𐇢𐇣𐇤𐇥𐇦𐇧𐇨𐇩𐇪𐇫𐇬𐇭𐇮𐇯𐇰𐇱𐇲𐇳𐇴𐇵𐇶𐇷𐇸𐇹𐇺𐇻𐇼𐇽𐇾𐇿𐈀𐈁𐈂𐈃𐈄𐈅𐈆𐈇𐈈𐈉𐈊𐈋𐈌𐈍𐈎𐈏𐈐𐈑𐈒𐈓𐈔𐈕𐈖𐈗𐈘𐈙𐈚𐈛𐈜𐈝𐈞𐈟𐈠𐈡𐈢𐈣𐈤𐈥𐈦𐈧𐈨𐈩𐈪𐈫𐈬𐈭𐈮𐈯𐈰𐈱𐈲𐈳𐈴𐈵𐈶𐈷𐈸𐈹𐈺𐈻𐈼𐈽𐈾𐈿𐉀𐉁𐉂𐉃𐉄𐉅𐉆𐉇𐉈𐉉𐉊𐉋𐉌𐉍𐉎𐉏𐉐𐉑𐉒𐉓𐉔𐉕𐉖𐉗𐉘𐉙𐉚𐉛𐉜𐉝𐉞𐉟𐉠𐉡𐉢𐉣𐉤𐉥𐉦𐉧𐉨𐉩𐉪𐉫𐉬𐉭𐉮𐉯𐉰𐉱𐉲𐉳𐉴𐉵𐉶𐉷𐉸𐉹𐉺𐉻𐉼𐉽𐉾𐉿𐊀𐊁𐊂𐊃𐊄𐊅𐊆𐊇𐊈𐊉𐊊𐊋𐊌𐊍𐊎𐊏𐊐𐊑𐊒𐊓𐊔𐊕𐊖𐊗𐊘𐊙𐊚𐊛𐊜𐊝𐊞𐊟𐊠𐊡𐊢𐊣𐊤𐊥𐊦𐊧𐊨𐊩𐊪𐊫𐊬𐊭𐊮𐊯𐊰𐊱𐊲𐊳𐊴𐊵𐊶𐊷𐊸𐊹𐊺𐊻𐊼𐊽𐊾𐊿𐋀𐋁𐋂𐋃𐋄𐋅𐋆𐋇𐋈𐋉𐋊𐋋𐋌𐋍𐋎𐋏𐋐𐋑𐋒𐋓𐋔𐋕𐋖𐋗𐋘𐋙𐋚𐋛𐋜𐋝𐋞𐋟𐋠𐋡𐋢𐋣𐋤𐋥𐋦𐋧𐋨𐋩𐋪𐋫𐋬𐋭𐋮𐋯𐋰𐋱𐋲𐋳𐋴𐋵𐋶𐋷𐋸𐋹𐋺𐋻𐋼𐋽𐋾𐋿𐌀𐌁𐌂𐌃𐌄𐌅𐌆𐌇𐌈𐌉𐌊𐌋𐌌𐌍𐌎𐌏𐌐𐌑𐌒𐌓𐌔𐌕𐌖𐌗𐌘𐌙𐌚𐌛𐌜𐌝𐌞𐌟𐌠𐌡𐌢𐌣𐌤𐌥𐌦𐌧𐌨𐌩𐌪𐌫𐌬𐌭𐌮𐌯𐌰𐌱𐌲𐌳𐌴𐌵𐌶𐌷𐌸𐌹𐌺𐌻𐌼𐌽𐌾𐌿𐍀𐍁𐍂𐍃𐍄𐍅𐍆𐍇𐍈𐍉𐍊𐍋𐍌𐍍𐍎𐍏𐍐𐍑𐍒𐍓𐍔𐍕𐍖𐍗𐍘𐍙𐍚𐍛𐍜𐍝𐍞𐍟𐍠𐍡𐍢𐍣𐍤𐍥𐍦𐍧𐍨𐍩𐍪𐍫𐍬𐍭𐍮𐍯𐍰𐍱𐍲𐍳𐍴𐍵𐍶𐍷𐍸𐍹𐍺𐍻𐍼𐍽𐍾𐍿𐎀𐎁𐎂𐎃𐎄𐎅𐎆𐎇𐎈𐎉𐎊𐎋𐎌𐎍𐎎𐎏𐎐𐎑𐎒𐎓𐎔𐎕𐎖𐎗𐎘𐎙𐎚𐎛𐎜𐎝𐎞𐎟𐎠𐎡𐎢𐎣𐎤𐎥𐎦𐎧𐎨𐎩𐎪𐎫𐎬𐎭𐎮𐎯𐎰𐎱𐎲𐎳𐎴𐎵𐎶𐎷𐎸𐎹𐎺𐎻𐎼𐎽𐎾𐎿𐏀𐏁𐏂𐏃𐏄𐏅𐏆𐏇𐏈𐏉𐏊𐏋𐏌𐏍𐏎𐏏𐏐𐏑𐏒𐏓𐏔𐏕𐏖𐏗𐏘𐏙𐏚𐏛𐏜𐏝𐏞𐏟𐏠𐏡𐏢𐏣𐏤𐏥𐏦𐏧𐏨𐏩𐏪𐏫𐏬𐏭𐏮𐏯𐏰𐏱𐏲𐏳𐏴𐏵𐏶𐏷𐏸𐏹𐏺𐏻𐏼𐏽𐏾𐏿𐐀𐐁𐐂𐐃𐐄𐐅𐐆𐐇𐐈𐐉𐐊𐐋𐐌𐐍𐐎𐐏𐐐𐐑𐐒𐐓𐐔𐐕𐐖𐐗𐐘𐐙𐐚𐐛𐐜𐐝𐐞𐐟𐐠𐐡𐐢𐐣𐐤𐐥𐐦𐐧𐐨𐐩𐐪𐐫𐐬𐐭𐐮𐐯𐐰𐐱𐐲𐐳𐐴𐐵𐐶𐐷𐐸𐐹𐐺𐐻𐐼𐐽𐐾𐐿𐑀𐑁𐑂𐑃𐑄𐑅𐑆𐑇𐑈𐑉𐑊𐑋𐑌𐑍𐑎𐑏𐑐𐑑𐑒𐑓𐑔𐑕𐑖𐑗𐑘𐑙𐑚𐑛𐑜𐑝𐑞𐑟𐑠𐑡𐑢𐑣𐑤𐑥𐑦𐑧𐑨𐑩𐑪𐑫𐑬𐑭𐑮𐑯𐑰𐑱𐑲𐑳𐑴𐑵𐑶𐑷𐑸𐑹𐑺𐑻𐑼𐑽𐑾𐑿𐒀𐒁𐒂𐒃𐒄𐒅𐒆𐒇𐒈𐒉𐒊𐒋𐒌𐒍𐒎𐒏𐒐𐒑𐒒𐒓𐒔𐒕𐒖𐒗𐒘𐒙𐒚𐒛𐒜𐒝𐒞𐒟𐒠𐒡𐒢𐒣𐒤𐒥𐒦𐒧𐒨𐒩𐒪𐒫𐒬𐒭𐒮𐒯𐒰𐒱𐒲𐒳𐒴𐒵𐒶𐒷𐒸𐒹𐒺𐒻𐒼𐒽𐒾𐒿𐓀𐓁𐓂𐓃𐓄𐓅𐓆𐓇𐓈𐓉𐓊𐓋𐓌𐓍𐓎𐓏𐓐𐓑𐓒𐓓𐓔𐓕𐓖𐓗𐓘𐓙𐓚𐓛𐓜𐓝𐓞𐓟𐓠𐓡𐓢𐓣𐓤𐓥𐓦𐓧𐓨𐓩𐓪𐓫𐓬𐓭𐓮𐓯𐓰𐓱𐓲𐓳𐓴𐓵𐓶𐓷𐓸𐓹𐓺𐓻𐓼𐓽𐓾𐓿𐔀𐔁𐔂𐔃𐔄𐔅𐔆𐔇𐔈𐔉𐔊𐔋𐔌𐔍𐔎𐔏𐔐𐔑𐔒𐔓𐔔𐔕𐔖𐔗𐔘𐔙𐔚𐔛𐔜𐔝𐔞𐔟𐔠𐔡𐔢𐔣𐔤𐔥𐔦𐔧𐔨𐔩𐔪𐔫𐔬𐔭𐔮𐔯𐔰𐔱𐔲𐔳𐔴𐔵𐔶𐔷𐔸𐔹𐔺𐔻𐔼𐔽𐔾𐔿𐕀𐕁𐕂𐕃𐕄𐕅𐕆𐕇𐕈𐕉𐕊𐕋𐕌𐕍𐕎𐕏𐕐𐕑𐕒𐕓𐕔𐕕𐕖𐕗𐕘𐕙𐕚𐕛𐕜𐕝𐕞𐕟𐕠𐕡𐕢𐕣𐕤𐕥𐕦𐕧𐕨𐕩𐕪𐕫𐕬𐕭𐕮𐕯𐕰𐕱𐕲𐕳𐕴𐕵𐕶𐕷𐕸𐕹𐕺𐕻𐕼𐕽𐕾𐕿𐖀𐖁𐖂𐖃𐖄𐖅𐖆𐖇𐖈𐖉𐖊𐖋𐖌𐖍𐖎𐖏𐖐𐖑𐖒𐖓𐖔𐖕𐖖𐖗𐖘𐖙𐖚𐖛𐖜𐖝𐖞𐖟𐖠𐖡𐖢𐖣𐖤𐖥𐖦𐖧𐖨𐖩𐖪𐖫𐖬𐖭𐖮𐖯𐖰𐖱𐖲𐖳𐖴𐖵𐖶𐖷𐖸𐖹𐖺𐖻𐖼𐖽𐖾𐖿𐗀𐗁𐗂𐗃𐗄𐗅𐗆𐗇𐗈𐗉𐗊𐗋𐗌𐗍𐗎𐗏𐗐𐗑𐗒𐗓𐗔𐗕𐗖𐗗𐗘𐗙𐗚𐗛𐗜𐗝𐗞𐗟𐗠𐗡𐗢𐗣𐗤𐗥𐗦𐗧𐗨𐗩𐗪𐗫𐗬𐗭𐗮𐗯𐗰𐗱𐗲𐗳𐗴𐗵𐗶𐗷𐗸𐗹𐗺𐗻𐗼𐗽𐗾𐗿𐘀𐘁𐘂𐘃𐘄𐘅𐘆𐘇𐘈𐘉𐘊𐘋𐘌𐘍𐘎𐘏𐘐𐘑𐘒𐘓𐘔𐘕𐘖𐘗𐘘𐘙𐘚𐘛𐘜𐘝𐘞𐘟𐘠𐘡𐘢𐘣𐘤𐘥𐘦𐘧𐘨𐘩𐘪𐘫𐘬𐘭𐘮𐘯𐘰𐘱𐘲𐘳𐘴𐘵𐘶𐘷𐘸𐘹𐘺𐘻𐘼𐘽𐘾𐘿𐙀𐙁𐙂𐙃𐙄𐙅𐙆𐙇𐙈𐙉𐙊𐙋𐙌𐙍𐙎𐙏𐙐𐙑𐙒𐙓𐙔𐙕𐙖𐙗𐙘𐙙𐙚𐙛𐙜𐙝𐙞𐙟𐙠𐙡𐙢𐙣𐙤𐙥𐙦𐙧𐙨𐙩𐙪𐙫𐙬𐙭𐙮𐙯𐙰𐙱𐙲𐙳𐙴𐙵𐙶𐙷𐙸𐙹𐙺𐙻𐙼𐙽𐙾𐙿𐚀𐚁𐚂𐚃𐚄𐚅𐚆𐚇𐚈𐚉𐚊𐚋𐚌𐚍𐚎𐚏𐚐𐚑𐚒𐚓𐚔𐚕𐚖𐚗𐚘𐚙𐚚𐚛𐚜𐚝𐚞𐚟𐚠𐚡𐚢𐚣𐚤𐚥𐚦𐚧𐚨𐚩𐚪𐚫𐚬𐚭𐚮𐚯𐚰𐚱𐚲𐚳𐚴𐚵𐚶𐚷𐚸𐚹𐚺𐚻𐚼𐚽𐚾𐚿𐛀𐛁𐛂𐛃𐛄𐛅𐛆𐛇𐛈𐛉𐛊𐛋𐛌𐛍𐛎𐛏𐛐𐛑𐛒𐛓𐛔𐛕𐛖𐛗𐛘𐛙𐛚𐛛𐛜𐛝𐛞𐛟𐛠𐛡𐛢𐛣𐛤𐛥𐛦𐛧𐛨𐛩𐛪𐛫𐛬𐛭𐛮𐛯𐛰𐛱𐛲𐛳𐛴𐛵𐛶𐛷𐛸𐛹𐛺𐛻𐛼𐛽𐛾𐛿𐜀𐜁𐜂𐜃𐜄𐜅𐜆𐜇𐜈𐜉𐜊𐜋𐜌𐜍𐜎𐜏𐜐𐜑𐜒𐜓𐜔𐜕𐜖𐜗𐜘𐜙𐜚𐜛𐜜𐜝𐜞𐜟𐜠𐜡𐜢𐜣𐜤𐜥𐜦𐜧𐜨𐜩𐜪𐜫𐜬𐜭𐜮𐜯𐜰𐜱𐜲𐜳𐜴𐜵𐜶𐜷𐜸𐜹𐜺𐜻𐜼𐜽𐜾𐜿𐝀𐝁𐝂𐝃𐝄𐝅𐝆𐝇𐝈𐝉𐝊𐝋𐝌𐝍𐝎𐝏𐝐𐝑𐝒𐝓𐝔𐝕𐝖𐝗𐝘𐝙𐝚𐝛𐝜𐝝𐝞𐝟𐝠𐝡𐝢𐝣𐝤𐝥𐝦𐝧𐝨𐝩𐝪𐝫𐝬𐝭𐝮𐝯𐝰𐝱𐝲𐝳𐝴𐝵𐝶𐝷𐝸𐝹𐝺𐝻𐝼𐝽𐝾𐝿𐞀𐞁𐞂𐞃𐞄𐞅𐞆𐞇𐞈𐞉𐞊𐞋𐞌𐞍𐞎𐞏𐞐𐞑𐞒𐞓𐞔𐞕𐞖𐞗𐞘𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐟀𐟁𐟂𐟃𐟄𐟅𐟆𐟇𐟈𐟉𐟊𐟋𐟌𐟍𐟎𐟏𐟐𐟑𐟒𐟓𐟔𐟕𐟖𐟗𐟘𐟙𐟚𐟛𐟜𐟝𐟞𐟟𐟠𐟡𐟢𐟣𐟤𐟥𐟦𐟧𐟨𐟩𐟪𐟫𐟬𐟭𐟮𐟯𐟰𐟱𐟲𐟳𐟴𐟵𐟶𐟷𐟸𐟹𐟺𐟻𐟼𐟽𐟾𐟿𐠀𐠁𐠂𐠃𐠄𐠅𐠆𐠇𐠈𐠉𐠊𐠋𐠌𐠍𐠎𐠏𐠐𐠑𐠒𐠓𐠔𐠕𐠖𐠗𐠘𐠙𐠚𐠛𐠜𐠝𐠞𐠟𐠠𐠡𐠢𐠣𐠤𐠥𐠦𐠧𐠨𐠩𐠪𐠫𐠬𐠭𐠮𐠯𐠰𐠱𐠲𐠳𐠴𐠵𐠶𐠷𐠸𐠹𐠺𐠻𐠼𐠽𐠾𐠿𐡀𐡁𐡂𐡃𐡄𐡅𐡆𐡇𐡈𐡉𐡊𐡋𐡌𐡍𐡎𐡏𐡐𐡑𐡒𐡓𐡔𐡕𐡖𐡗𐡘𐡙𐡚𐡛𐡜𐡝𐡞𐡟𐡠𐡡𐡢𐡣𐡤𐡥𐡦𐡧𐡨𐡩𐡪𐡫𐡬𐡭𐡮𐡯𐡰𐡱𐡲𐡳𐡴𐡵𐡶𐡷𐡸𐡹𐡺𐡻𐡼𐡽𐡾𐡿𐢀𐢁𐢂𐢃𐢄𐢅𐢆𐢇𐢈𐢉𐢊𐢋𐢌𐢍𐢎𐢏𐢐𐢑𐢒𐢓𐢔𐢕𐢖𐢗𐢘𐢙𐢚𐢛𐢜𐢝𐢞𐢟𐢠𐢡𐢢𐢣𐢤𐢥𐢦𐢧𐢨𐢩𐢪𐢫𐢬𐢭𐢮𐢯𐢰𐢱𐢲𐢳𐢴𐢵𐢶𐢷𐢸𐢹𐢺𐢻𐢼𐢽𐢾𐢿𐣀𐣁𐣂𐣃𐣄𐣅𐣆𐣇𐣈𐣉𐣊𐣋𐣌𐣍𐣎𐣏𐣐𐣑𐣒𐣓𐣔𐣕𐣖𐣗𐣘𐣙𐣚𐣛𐣜𐣝𐣞𐣟𐣠𐣡𐣢𐣣𐣤𐣥𐣦𐣧𐣨𐣩𐣪𐣫𐣬𐣭𐣮𐣯𐣰𐣱𐣲𐣳𐣴𐣵𐣶𐣷𐣸𐣹𐣺𐣻𐣼𐣽𐣾𐣿𐤀𐤁𐤂𐤃𐤄𐤅𐤆𐤇𐤈𐤉𐤊𐤋𐤌𐤍𐤎𐤏𐤐𐤑𐤒𐤓𐤔𐤕𐤖𐤗𐤘𐤙𐤚𐤛𐤜𐤝𐤞𐤟𐤠𐤡𐤢𐤣𐤤𐤥𐤦𐤧𐤨𐤩𐤪𐤫𐤬𐤭𐤮𐤯𐤰𐤱𐤲𐤳𐤴𐤵𐤶𐤷𐤸𐤹𐤺𐤻𐤼𐤽𐤾𐤿𐥀𐥁𐥂𐥃𐥄𐥅𐥆𐥇𐥈𐥉𐥊𐥋𐥌𐥍𐥎𐥏𐥐𐥑𐥒𐥓𐥔𐥕𐥖𐥗𐥘𐥙𐥚𐥛𐥜𐥝𐥞𐥟𐥠𐥡𐥢𐥣𐥤𐥥𐥦𐥧𐥨𐥩𐥪𐥫𐥬𐥭𐥮𐥯𐥰𐥱𐥲𐥳𐥴𐥵𐥶𐥷𐥸𐥹𐥺𐥻𐥼𐥽𐥾𐥿𐦀𐦁𐦂𐦃𐦄𐦅𐦆𐦇𐦈𐦉𐦊𐦋𐦌𐦍𐦎𐦏𐦐𐦑𐦒𐦓𐦔𐦕𐦖𐦗𐦘𐦙𐦚𐦛𐦜𐦝𐦞𐦟𐦠𐦡𐦢𐦣𐦤𐦥𐦦𐦧𐦨𐦩𐦪𐦫𐦬𐦭𐦮𐦯𐦰𐦱𐦲𐦳𐦴𐦵𐦶𐦷𐦸𐦹𐦺𐦻𐦼𐦽𐦾𐦿𐧀𐧁𐧂𐧃𐧄𐧅𐧆𐧇𐧈𐧉𐧊𐧋𐧌𐧍𐧎𐧏𐧐𐧑𐧒𐧓𐧔𐧕𐧖𐧗𐧘𐧙𐧚𐧛𐧜𐧝𐧞𐧟𐧠𐧡𐧢𐧣𐧤𐧥𐧦𐧧𐧨𐧩𐧪𐧫𐧬𐧭𐧮𐧯𐧰𐧱𐧲𐧳𐧴𐧵𐧶𐧷𐧸𐧹𐧺𐧻𐧼𐧽𐧾𐧿𐨀𐨁𐨂𐨃𐨄𐨅𐨆𐨇𐨈𐨉𐨊𐨋𐨌𐨍𐨎𐨏𐨐𐨑𐨒𐨓𐨔𐨕𐨖𐨗𐨘𐨙𐨚𐨛𐨜𐨝𐨞𐨟𐨠𐨡𐨢𐨣𐨤𐨥𐨦𐨧𐨨𐨩𐨪𐨫𐨬𐨭𐨮𐨯𐨰𐨱𐨲𐨳𐨴𐨵𐨶𐨷𐨹𐨺𐨸𐨻𐨼𐨽𐨾𐨿𐩀𐩁𐩂𐩃𐩄𐩅𐩆𐩇𐩈𐩉𐩊𐩋𐩌𐩍𐩎𐩏𐩐𐩑𐩒𐩓𐩔𐩕𐩖𐩗𐩘𐩙𐩚𐩛𐩜𐩝𐩞𐩟𐩠𐩡𐩢𐩣𐩤𐩥𐩦𐩧𐩨𐩩𐩪𐩫𐩬𐩭𐩮𐩯𐩰𐩱𐩲𐩳𐩴𐩵𐩶𐩷𐩸𐩹𐩺𐩻𐩼𐩽𐩾𐩿𐪀𐪁𐪂𐪃𐪄𐪅𐪆𐪇𐪈𐪉𐪊𐪋𐪌𐪍𐪎𐪏𐪐𐪑𐪒𐪓𐪔𐪕𐪖𐪗𐪘𐪙𐪚𐪛𐪜𐪝𐪞𐪟𐪠𐪡𐪢𐪣𐪤𐪥𐪦𐪧𐪨𐪩𐪪𐪫𐪬𐪭𐪮𐪯𐪰𐪱𐪲𐪳𐪴𐪵𐪶𐪷𐪸𐪹𐪺𐪻𐪼𐪽𐪾𐪿𐫀𐫁𐫂𐫃𐫄𐫅𐫆𐫇𐫈𐫉𐫊𐫋𐫌𐫍𐫎𐫏𐫐𐫑𐫒𐫓𐫔𐫕𐫖𐫗𐫘𐫙𐫚𐫛𐫜𐫝𐫞𐫟𐫠𐫡𐫢𐫣𐫤𐫦𐫥𐫧𐫨𐫩𐫪𐫫𐫬𐫭𐫮𐫯𐫰𐫱𐫲𐫳𐫴𐫵𐫶𐫷𐫸𐫹𐫺𐫻𐫼𐫽𐫾𐫿𐬀𐬁𐬂𐬃𐬄𐬅𐬆𐬇𐬈𐬉𐬊𐬋𐬌𐬍𐬎𐬏𐬐𐬑𐬒𐬓𐬔𐬕𐬖𐬗𐬘𐬙𐬚𐬛𐬜𐬝𐬞𐬟𐬠𐬡𐬢𐬣𐬤𐬥𐬦𐬧𐬨𐬩𐬪𐬫𐬬𐬭𐬮𐬯𐬰𐬱𐬲𐬳𐬴𐬵𐬶𐬷𐬸𐬹𐬺𐬻𐬼𐬽𐬾𐬿𐭀𐭁𐭂𐭃𐭄𐭅𐭆𐭇𐭈𐭉𐭊𐭋𐭌𐭍𐭎𐭏𐭐𐭑𐭒𐭓𐭔𐭕𐭖𐭗𐭘𐭙𐭚𐭛𐭜𐭝𐭞𐭟𐭠𐭡𐭢𐭣𐭤𐭥𐭦𐭧𐭨𐭩𐭪𐭫𐭬𐭭𐭮𐭯𐭰𐭱𐭲𐭳𐭴𐭵𐭶𐭷𐭸𐭹𐭺𐭻𐭼𐭽𐭾𐭿𐮀𐮁𐮂𐮃𐮄𐮅𐮆𐮇𐮈𐮉𐮊𐮋𐮌𐮍𐮎𐮏𐮐𐮑𐮒𐮓𐮔𐮕𐮖𐮗𐮘𐮙𐮚𐮛𐮜𐮝𐮞𐮟𐮠𐮡𐮢𐮣𐮤𐮥𐮦𐮧𐮨𐮩𐮪𐮫𐮬𐮭𐮮𐮯𐮰𐮱𐮲𐮳𐮴𐮵𐮶𐮷𐮸𐮹𐮺𐮻𐮼𐮽𐮾𐮿𐯀𐯁𐯂𐯃𐯄𐯅𐯆𐯇𐯈𐯉𐯊𐯋𐯌𐯍𐯎𐯏𐯐𐯑𐯒𐯓𐯔𐯕𐯖𐯗𐯘𐯙𐯚𐯛𐯜𐯝𐯞𐯟𐯠𐯡𐯢𐯣𐯤𐯥𐯦𐯧𐯨𐯩𐯪𐯫𐯬𐯭𐯮𐯯𐯰𐯱𐯲𐯳𐯴𐯵𐯶𐯷𐯸𐯹𐯺𐯻𐯼𐯽𐯾𐯿𐰀𐰁𐰂𐰃𐰄𐰅𐰆𐰇𐰈𐰉𐰊𐰋𐰌𐰍𐰎𐰏

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00
INTERCHANGE			\$0.00

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00

0.00

\$0.00

MILITARY & VETERANS AFFAIRS - MILITARY RELIEF ASSISTANCE PROGRAM
SERVICE COSTS

Jun - 2015

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00
INTERCHANGE			\$0.00

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
0.00	

\$0.00

MILITARY & VETERANS AFFAIRS - VETERANS TRUST FUND
SERVICE COSTS

Jun - 2015

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00
INTERCHANGE			\$0.00
I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS			\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
0.00	

\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$4,597.60	\$5.52
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$3,036.66	\$3.95
VISA ASSESSMENTS DB	0.11%	\$3,865.56	\$4.25
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	45	\$0.88
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	1	\$0.02
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	41	\$0.80
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	76	\$1.18
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$16.60
INTERCHANGE			\$157.37
			\$173.97

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	46	\$1.43
MASTERCARD CREDITS	0.0310	1	\$0.03
VISA SALES	0.0310	120	\$3.72
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		167	\$5.18

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	4	\$0.28
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	13	\$0.91
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		17	\$1.19

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

	\$6.37
FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.08
MC LICENSE VOLUME FEE	\$0.23
VISA KILOBYTE FEE	\$0.15
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$450.00
	453.36

\$633.70

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.120%	\$3,000.00	\$3.60
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.010%	\$1,500.00	\$0.15
VISA ASSESSMENTS CR	0.130%	\$12,500.00	\$16.25
VISA ASSESSMENTS DB	0.0011	\$500.00	\$0.55
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	4	\$0.08
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	13	\$0.25
VISA ACQUIRER PROCESSOR FEE DB/PP	0.02	1	\$0.02
DIGITAL ENABLEMENT FEE	0.0001	\$3,000.00	\$0.30
VISA TRANSACTION INTEGRITY FEE	0.1	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$21.20
INTERCHANGE			\$306.29

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$327.49

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	4	\$0.12
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	14	\$0.43
VISA CREDITS	0.0310	1	\$0.03
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		19	\$0.59

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	1	\$0.07
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	8	\$0.56
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		9	\$0.63

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1.22

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$15.00
CNP AVS FEE	\$0.03
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$14.25
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.01
MC LICENSE VOLUME FEE	\$0.15
VISA KILOBYTE FEE	\$0.02
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.01
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
TOTAL	29.47

\$358.18

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.120%	\$86,215.00	\$103.46
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.010%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.130%	\$137,980.00	\$179.37
VISA ASSESSMENTS DB	0.0011	\$147,095.00	\$161.80
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	675	\$13.16
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	15	\$0.29
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	1,022	\$19.93
VISA ACQUIRER PROCESSOR FEE DB/PP	0.02	1,173	\$18.18
DIGITAL ENABLEMENT FEE	0.0001	\$86,215.00	\$8.62
VISA TRANSACTION INTEGRITY FEE	0.1	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$504.81
Interchange			\$3,700.58

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$4,205.39

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	664	\$20.58
MASTERCARD CREDITS	0.0310	15	\$0.47
VISA SALES	0.0310	2,189	\$67.86
VISA CREDITS	0.0310	60	\$1.86
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		2,928	\$90.77

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$90.77

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$120.00
CNP AVS FEE	\$5.07
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$1.18
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$1.66
MC LICENSE VOLUME FEE	\$4.31
VISA KILOBYTE FEE	\$2.71
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$1.69
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00

136.62

\$4,432.78

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.120%	\$625.00	\$0.75
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.010%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.130%	\$3,100.00	\$4.03
VISA ASSESSMENTS DB	0.0011	\$800.00	\$0.88
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	8	\$0.16
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	14	\$0.27
VISA ACQUIRER PROCESSOR FEE DB/PP	0.02	3	\$0.05
DIGITAL ENABLEMENT FEE	0.0001	\$625.00	\$0.06
VISA TRANSACTION INTEGRITY FEE	0.1	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$6.20
INTERCHANGE			\$77.78

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$83.98

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	7	\$0.22
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	19	\$0.59
VISA CREDITS	0.0310	1	\$0.03
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		27	\$0.84

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	1	\$0.07
AMERICAN EXPRESS SALES	0.07	5	\$0.35
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		6	\$0.42

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1.26

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$7.00
CNP AVS FEE	\$0.06
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.02
MC LICENSE VOLUME FEE	\$0.03
VISA KILOBYTE FEE	\$0.02
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.02
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
TOTAL	7.15

\$92.39

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$368,861.52	\$442.63
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$4,376.27	\$0.44
VISA ASSESSMENTS CR	0.13%	\$617,053.88	\$802.17
VISA ASSESSMENTS DB	0.11%	\$404,836.20	\$445.32
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	4,169	\$81.30
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	6	\$0.12
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	6,228	\$121.45
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	5,524	\$85.62
DIGITAL ENABLEMENT FEE	0.01%	\$368,861.52	\$36.89
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$2,015.94
INTERCHANGE			\$21,093.97
I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS			\$23,109.91

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	4,198	\$130.14
MASTERCARD CREDITS	0.0310	6	\$0.19
VISA SALES	0.0310	11,791	\$365.52
VISA CREDITS	0.0310	17	\$0.53
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		16,012	\$496.37

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	635	\$44.45
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	1,970	\$137.90
AMERICAN EXPRESS CREDITS	0.07	4	\$0.28
TOTAL ADDITIONAL PAYMENT TYPES		2,609	\$182.63

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$679.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$277.24
CNP AVS FEE	\$31.31
MC FOREIGN HANDLING FEE	\$4.12
VISA FOREIGN HANDLING FEE	\$12.01
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$10.93
MC LICENSE VOLUME FEE	\$18.44
VISA KILOBYTE FEE	\$15.07
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$128,873.00	\$154.65
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$4,042.00	\$0.40
VISA ASSESSMENTS CR	0.13%	\$164,588.00	\$213.96
VISA ASSESSMENTS DB	0.11%	\$75,899.00	\$83.49
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	2,108	\$41.11
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	1	\$0.02
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	2,738	\$53.39
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	1,138	\$17.64
DIGITAL ENABLEMENT FEE	0.01%	\$128,503.00	\$12.85
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$577.51
INTERCHANGE			\$7,337.54

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$7,915.05

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	2,164	\$67.08
MASTERCARD CREDITS	0.0310	1	\$0.03
VISA SALES	0.0310	3,934	\$121.95
VISA CREDITS	0.0310	6	\$0.19
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		6,105	\$189.26

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	93	\$6.51
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	1,307	\$91.49
AMERICAN EXPRESS CREDITS	0.07	5	\$0.35
TOTAL ADDITIONAL PAYMENT TYPES		1,405	\$98.35

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$287.61

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$50.52
CNP AVS FEE	\$15.86
MC FOREIGN HANDLING FEE	\$1.87
VISA FOREIGN HANDLING FEE	\$4.28
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$6.45
MC LICENSE VOLUME FEE	\$6.44
VISA KILOBYTE FEE	\$5.80
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$18,900.00	\$22.68
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$2,520.00	\$0.25
VISA ASSESSMENTS CR	0.13%	\$38,976.00	\$50.67
VISA ASSESSMENTS DB	0.11%	\$3,780.00	\$4.16
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	111	\$2.16
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	313	\$6.10
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	29	\$0.45
DIGITAL ENABLEMENT FEE	0.01%	\$18,900.00	\$1.89
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$88.36
INTERCHANGE			\$1,547.95

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$1,636.31

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	112	\$3.47
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	356	\$11.04
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		468	\$14.51

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	66	\$4.62
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		66	\$4.62

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$19.13

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$8.87
CNP AVS FEE	\$0.86
MC FOREIGN HANDLING FEE	\$1.42
VISA FOREIGN HANDLING FEE	\$3.19
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.36
MC LICENSE VOLUME FEE	\$0.95
VISA KILOBYTE FEE	\$0.55
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$40.00	\$0.05
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$280.00	\$0.36
VISA ASSESSMENTS DB	0.11%	\$40.00	\$0.04
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	1	\$0.02
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	14	\$0.27
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	2	\$0.03
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.77
INTERCHANGE			\$7.94
I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS			\$8.71

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	2	\$0.06
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	16	\$0.50
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		18	\$0.56

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	1	\$0.07
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	4	\$0.28
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		5	\$0.35

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.91

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.04
CNP AVS FEE	\$0.01
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.02
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$900.00	\$1.08
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$6,300.00	\$8.19
VISA ASSESSMENTS DB	0.11%	\$1,200.00	\$1.32
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	3	\$0.06
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	20	\$0.39
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	4	\$0.06
DIGITAL ENABLEMENT FEE	0.01%	\$900.00	\$0.09
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$11.19
INTERCHANGE			\$184.98

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$196.17

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	3	\$0.09
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	24	\$0.74
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		27	\$0.84

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07		\$0.00
DISCOVER CREDITS	0.07		\$0.00
AMERICAN EXPRESS SALES	0.07	14	\$0.98
AMERICAN EXPRESS CREDITS	0.07		\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		14	\$0.98

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1.82

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.03
CNP AVS FEE	\$0.02
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.01
MC LICENSE VOLUME FEE	\$0.05
VISA KILOBYTE FEE	\$0.04
VISA ZERO FLOOR LIMIT FEE	\$0.00

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DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$58,280.00	\$69.94
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$7,680.00	\$0.77
VISA ASSESSMENTS CR	0.13%	\$2,600.00	\$3.38
VISA ASSESSMENTS DB	0.11%	\$2,160.00	\$2.38
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	192	\$3.74
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	63	\$1.23
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	49	\$0.76
DIGITAL ENABLEMENT FEE	0.01%	\$58,280.00	\$5.83
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$88.03
INTERCHANGE			\$1,752.66

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$1,840.69

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	190	\$5.89
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	119	\$3.69
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		309	\$9.58

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

	\$9.58
FANF FEE	\$0.98
CNP AVS FEE	\$1.44
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.58
MC LICENSE VOLUME FEE	\$2.91
VISA KILOBYTE FEE	\$0.15
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.46
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
	6.52

\$1,856.79

DUES AND ASSESSMENTS

	RATE	NET SALES VOLUME	AMOUNT
MASTERCARD Sales Discount	2.300%	\$205,360.00	\$4,723.28
VISA Sales Discount	2.300%	\$543,710.00	\$12,505.33
MC Debit Sales Discount	2.300%	\$101,110.00	\$2,325.53
VISA Debit Sales Discount	2.300%	\$385,570.00	\$8,868.11
Refund MC Returns Discount	2.300%	(\$30.00)	(\$0.69)
Refund MC Debit Return Discount	2.300%	(\$20.00)	(\$0.46)
Refund VISA Returns Discount	2.300%	(\$170.00)	(\$3.91)
Refund VISA Debit Return Discount	2.300%	(\$160.00)	(\$3.68)
MASTERCARD assessments	0.12%	\$306,470.00	\$367.76
VISA ASSESSMENTS CR	0.13%	\$543,710.00	\$706.82
VISA ASSESSMENTS DB	0.11%	\$385,570.00	\$424.13
VISA TRANSACTION INTEGRITY FEE	0.1	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	35,490	\$692.06
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	34,703	\$537.90
			\$31,142.17

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

	NUMBER OF TRANSACTIONS	AMOUNT
MasterCard debits	24,550	
MasterCard credits	5	
Visa Debits	70,854	
Visa Credits	29	
	95,438	\$31,142.17

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	6,123	\$428.61
DISCOVER CREDITS	0.07	6	\$0.42
AMERICAN EXPRESS SALES	0.07	7,976	\$558.32
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		14,105	\$987.35

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$987.35

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$346.95
CNP AVS FEE	\$182.78
MC FOREIGN HANDLING FEE	\$4.08
VISA FOREIGN HANDLING FEE	\$13.68
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$63.18
MC LICENSE VOLUME FEE	\$15.32
VISA KILOBYTE FEE	\$90.50
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

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DUES AND ASSESSMENTS

	RATE	NET SALES VOLUME	AMOUNT
MASTERCARD Sales Discount	2.300%	\$550.00	\$12.65
VISA Sales Discount	2.300%	\$3,878.00	\$89.19
MC Debit Sales Discount	2.300%	\$288.00	\$6.62
VISA Debit Sales Discount	2.300%	\$1,822.00	\$41.91
Refund MC Returns Discount	2.300%	\$0.00	\$0.00
Refund MC Debit Return Discount	2.300%	\$0.00	\$0.00
Refund VISA Returns Discount	2.300%	\$0.00	\$0.00
Refund VISA Debit Return Discount	2.300%	\$0.00	\$0.00
MASTERCARD assessments	0.12%	\$838.00	\$1.01
VISA ASSESSMENTS CR	0.13%	\$3,878.00	\$5.04
VISA ASSESSMENTS DB	0.11%	\$1,822.00	\$2.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	10	\$0.20
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	33	\$0.51
			\$159.13

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

	NUMBER OF TRANSACTIONS	AMOUNT
MasterCard debits	4	
MasterCard credits	0	
Visa Debits	41	
Visa Credits	0	
	45	\$159.13

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	1	\$0.07
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	2	\$0.14
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		3	\$0.21

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00

NETWORK FEES \$0.1200 \$0.0065 \$0.0425 0 \$0.00 \$0.00

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE \$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.21

III. ANCILLARY FEES FOR SERVICES

- FANF FEE \$3.05
- CNP AVS FEE \$0.03
- MC FOREIGN HANDLING FEE \$0.00
- VISA FOREIGN HANDLING FEE \$0.00
- MC ACQUIRER AVS BILLING \$0.00
- MASTERCARD KILOBYTE FEE \$0.01
- MC LICENSE VOLUME FEE \$0.04
- VISA KILOBYTE FEE \$0.06
- VISA ZERO FLOOR LIMIT FEE \$0.00
- VISA ZERO AMT FEE \$0.00
- CHARGEBACK FEE \$0.00
- MC ASSESSMENTS \$0.00
- MC CVC2 TRANSACTION FEE \$0.01
- STAR NETWORK ANNUAL FEE \$0.08
- PULSE NETWORK ANNUAL FEE \$0.00
- VISA ASSESSMENTS \$0.00

3.28

\$162.62

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$275,050.00	\$330.06
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$32,000.00	\$3.20
VISA ASSESSMENTS CR	0.13%	\$493,460.00	\$641.50
VISA ASSESSMENTS DB	0.11%	\$302,740.00	\$333.01
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	19,882	\$387.70
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	15	\$0.29
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	26,079	\$508.54
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	29,502	\$457.28
DIGITAL ENABLEMENT FEE	0.01%	\$275,050.00	\$27.51
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$2,689.09
INTERCHANGE			\$25,369.76

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$28,058.85

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	20,030	\$620.93
MASTERCARD CREDITS	0.0310	15	\$0.47
VISA SALES	0.0310	55,880	\$1,732.28
VISA CREDITS	0.0310	66	\$2.05
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		75,991	\$2,355.72

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	5,471	\$382.97
DISCOVER CREDITS	0.07	6	\$0.42
AMERICAN EXPRESS SALES	0.07	4,456	\$311.92
AMERICAN EXPRESS CREDITS	0.07	3	\$0.21
TOTAL ADDITIONAL PAYMENT TYPES		9,936	\$695.52

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$3,051.24

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$120.00
CNP AVS FEE	\$149.68
MC FOREIGN HANDLING FEE	\$4.93
VISA FOREIGN HANDLING FEE	\$15.29
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$50.57
MC LICENSE VOLUME FEE	\$13.75
VISA KILOBYTE FEE	\$69.19
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$165.00
MONTHLY SERVICE CHARGE	\$49.74
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
TOTAL	\$638.15

\$31,748.24

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$0.00	\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$0.00	\$0.00
VISA ASSESSMENTS DB	0.11%	\$0.00	\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	0	\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	0	\$0.00
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00
□□□□□□A□□□			\$0.00

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$3,095.13	\$3.71
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$4,179.36	\$5.43
VISA ASSESSMENTS DB	0.11%	\$7,541.90	\$8.30
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	96	\$1.87
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	126	\$2.46
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	195	\$3.02
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	101	\$10.10
TOTAL DUES AND ASSESSMENTS			\$34.89
INTERCHANGE			\$251.99

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$286.88

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	95	\$2.95
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	330	\$10.23
VISA CREDITS	0.0310	6	\$0.19
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		431	\$13.36

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	25	\$1.75
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	19	\$1.33
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		44	\$3.08

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$16.44

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.15
MC LICENSE VOLUME FEE	\$0.15
VISA KILOBYTE FEE	\$0.41
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$243.12	\$0.29
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$215.00	\$0.28
VISA ASSESSMENTS DB	0.11%	\$555.19	\$0.61
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	35	\$0.68
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	32	\$0.62
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	72	\$1.12
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	70	\$7.00
TOTAL DUES AND ASSESSMENTS			\$10.60
INTERCHANGE			\$35.34
I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS			\$45.94

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	34	\$1.05
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	103	\$3.19
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		137	\$4.25

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	2	\$0.14
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	9	\$0.63
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		11	\$0.77

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255					\$0.00
DEBIT CARD CREDITS	0.0255					\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425			\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$5.02

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.05
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.13
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$21.70	\$0.03
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$63.00	\$0.08
VISA ASSESSMENTS DB	0.11%	\$125.40	\$0.14
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	1	\$0.02
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	2	\$0.04
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	3	\$0.05
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.36
INTERCHANGE			\$2.49

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$2.85

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	1	\$0.03
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	5	\$0.16
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		6	\$0.19

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

	\$0.19
FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.01
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
	2.91

\$5.95

**FISH & BOAT COMMISSION
SERVICE COSTS**

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME
MASTERCARD ASSESSMENTS	0.12%	\$185.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00
VISA ASSESSMENTS CR	0.13%	\$267.80
VISA ASSESSMENTS DB	0.11%	\$366.40
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	4
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	7
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	12
DIGITAL ENABLEMENT FEE	0.01%	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0
TOTAL DUES AND ASSESSMENTS		

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS
MASTERCARD SALES	0.0310	4
MASTERCARD CREDITS	0.0310	0
VISA SALES	0.0310	17
VISA CREDITS	0.0310	0
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		21

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS
DISCOVER SALES	0.07	0
DISCOVER CREDITS	0.07	0
AMERICAN EXPRESS SALES	0.07	0
AMERICAN EXPRESS CREDITS	0.07	0
TOTAL ADDITIONAL PAYMENT TYPES		0

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS
DEBIT CARD SALES	0.0255			0
DEBIT CARD CREDITS	0.0255			0
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE				

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

- FANF FEE
- CNP AVS FEE
- MC FOREIGN HANDLING
- VISA FOREIGN HANDLING
- MC ACQUIRER AVS
- MASTERCARD KILOBYTE FEE
- MC LICENSE VOLUNTARY
- VISA KILOBYTE FEE
- VISA ZERO FLOOR
- VISA ZERO AMT FEE
- CHARGEBACK FEE
- MONTHLY SERVICE
- MC CVC2 TRANSACTION
- STAR NETWORK AUTHORITY
- PULSE NETWORK
- MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$0.22
\$0.00
\$0.35
\$0.40
\$0.08
\$0.00
\$0.14
\$0.19
\$0.00
\$0.00
\$1.38

\$10.16

\$11.54

AMOUNT

\$0.12
\$0.00
\$0.53
\$0.00

\$0.65

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00

AMOUNT

NET VOLUME

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.65

\$2.90

\$0.00

DLING FEE \$0.00

NDLING FEE \$0.00

3 BILLING \$0.00

DBYTE FEE \$0.01

IME FEE \$0.01

IE \$0.02

LIMIT FEE \$0.00

IE \$0.00

IE \$0.00

E CHARGE \$0.00

CTION FEE \$0.00

NNUAL FEE \$0.00

ANNUAL FEE \$0.00

\$0.00

2.94

\$15.13

GAME COMMISSION (various)
SERVICE COSTS

Jun - 2015

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$13,441.67	\$16.13
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$28,207.69	\$36.67
VISA ASSESSMENTS DB	0.11%	\$18,790.91	\$20.67
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	330	\$6.44
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	3	\$0.06
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	562	\$10.96
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	487	\$7.55
DIGITAL ENABLEMENT FEE	0.01%	\$7,000.00	\$0.70
VISA TRANSACTION INTEGRITY FEE	0.10	1	\$0.10
TOTAL DUES AND ASSESSMENTS			\$99.28
INTERCHANGE			\$859.29

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$958.57

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	335	\$10.39
MASTERCARD CREDITS	0.0310	3	\$0.09
VISA SALES	0.0310	1,041	\$32.27
VISA CREDITS	0.0310	2	\$0.06
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		1,381	\$42.81

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	107	\$7.49
DISCOVER CREDITS	0.07	1	\$0.07
AMERICAN EXPRESS SALES	0.07	46	\$3.22
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		154	\$10.78

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			7		\$0.18
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425		\$367.60	\$3.37
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$3.55

II. TOTAL TRANSACTION PROCESSING FEES

\$57.14

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$32.40
CNP AVS FEE	\$1.57
MC FOREIGN HANDLING FEE	\$0.25
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.71
MC LICENSE VOLUME FEE	\$0.68
VISA KILOBYTE FEE	\$1.28
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$150.00	\$0.18
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$500.00	\$0.65
VISA ASSESSMENTS DB	0.11%	\$0.00	\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	1	\$0.02
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	1	\$0.02
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	3	\$0.06
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	0	\$0.00
DIGITAL ENABLEMENT FEE	0.01%	\$150.00	\$0.02
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.95
INTERCHANGE			\$9.02

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$9.97

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	1	\$0.03
MASTERCARD CREDITS	0.0310	1	\$0.03
VISA SALES	0.0310	3	\$0.09
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		5	\$0.16

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

	\$0.16
FANF FEE	\$0.43
CNP AVS FEE	\$0.01
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.01
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
	\$0.46
	\$10.13

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00

I. TOTAL INTERCIINTERCHANGE

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
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DEBIT CARD SALES	0.0255				0		\$0.00
DEBIT CARD CREDITS	0.0255				0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425		0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE							\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF
 cnp avs fee
 v kilobyte fee
 mc kilobyte fee
 mc license vol fee

\$0.00

\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$16,906,216.67	\$20,287.46
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$2,633,500.00	\$263.35
VISA ASSESSMENTS CR	0.13%	\$23,984,761.54	\$31,180.19
VISA ASSESSMENTS DB	0.11%	\$10,910,254.55	\$12,001.28
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	328,489	\$6,405.54
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	762	\$14.86
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	444,589	\$8,669.49
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	330,704	\$5,125.91
DIGITAL ENABLEMENT FEE	0.01%	\$52,400.00	\$5.24
VISA TRANSACTION INTEGRITY FEE	0.10	2,110	\$211.00
TOTAL DUES AND ASSESSMENTS			\$84,164.32
INTERCHANGE			\$933,963.13

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$1,018,127.45

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0200	318,430	\$6,368.60
MASTERCARD CREDITS	0.0200	763	\$15.26
VISA SALES	0.0200	748,454	\$14,969.08
VISA CREDITS	0.0200	1,792	\$35.84
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		1,069,439	\$21,388.78

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.040	83,503	\$3,340.12
DISCOVER CREDITS	0.040	205	\$8.20
AMERICAN EXPRESS SALES	0.040	135,544	\$5,421.76
AMERICAN EXPRESS CREDITS	0.040	403	\$16.12
TOTAL ADDITIONAL PAYMENT TYPES		219,655	\$8,786.20

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0155			1,438,297		\$22,293.60
DEBIT CARD CREDITS	0.0155			616		
NETWORK FEES	Refer to PLCB PNCMS tab for Debit Network Detail				\$42,810,819.70	\$474,091.12
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE					0	\$496,384.72

II. TOTAL TRANSACTION PROCESSING FEES

\$526,559.70

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$19,448.67
CNP AVS FEE	\$3.48
MC FOREIGN HANDLING FEE	\$536.14
VISA FOREIGN HANDLING FEE	\$1,120.61
MC ACQUIRER AVS BILLING	\$8.41
MASTERCARD KILOBYTE FEE	\$483.87
MC LICENSE VOLUME FEE	\$845.40
VISA KILOBYTE FEE	\$918.03
VISA ZERO FLOOR LIMIT FEE	\$0.03
VISA ZERO AMT FEE	\$25.20

IV. ADDITIONAL SERVICE COSTS

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$92,325.00	\$110.79
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$2,200.00	\$0.22
VISA ASSESSMENTS CR	0.13%	\$93,890.00	\$122.06
VISA ASSESSMENTS DB	0.11%	\$109,520.00	\$120.47
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	129	\$2.52
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	136	\$2.65
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	161	\$2.50
DIGITAL ENABLEMENT FEE	0.01%	\$92,325.00	\$9.23
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$370.44

INTERCHANGE

\$4,783.85

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$5,154.29

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	140	\$4.34
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	305	\$9.46
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		445	\$13.80

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	27	\$1.89
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	86	\$6.02
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		113	\$7.91

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$21.71

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$82.10
CNP AVS FEE	\$0.97
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.39
MC LICENSE VOLUME FEE	\$4.62
VISA KILOBYTE FEE	\$0.44

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$9,825.00	\$11.79
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$7,400.00	\$0.74
VISA ASSESSMENTS CR	0.13%	\$14,800.00	\$19.24
VISA ASSESSMENTS DB	0.11%	\$27,575.00	\$30.33
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	12	\$0.23
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	19	\$0.37
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	34	\$0.53
DIGITAL ENABLEMENT FEE	0.01%	\$9,825.00	\$0.98
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$64.21
INTERCHANGE			\$657.50

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$721.71

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	12	\$0.37
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	51	\$1.58
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		63	\$1.95

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	2	\$0.14
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	7	\$0.49
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		9	\$0.63

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$2.58

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$13.22
CNP AVS FEE	\$0.09
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.04
MC LICENSE VOLUME FEE	\$0.49
VISA KILOBYTE FEE	\$0.07
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
refund sales tax	\$0.00
MC CVC2 TRANSACTION FEE	\$0.03
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
refund terminal rebates	\$0.00
TOTAL	13.94

738.23

DUES AND ASSESSMENTS

	RATE	GROSS	
		SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$86,768.91	\$104.12
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$86,768.91	\$8.68
VISA ASSESSMENTS CR	0.13%	\$0.00	\$0.00
VISA ASSESSMENTS DB	0.11%	\$0.00	\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	4	\$0.08
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	0	\$0.00
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$112.88

INTERCHANGE \$2,381.37

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS \$2,494.25

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0200	4	\$0.08
MASTERCARD CREDITS	0.0200		\$0.00
VISA SALES	0.0200		\$0.00
VISA CREDITS	0.0200		\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		4	\$0.08

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.04	0	\$0.00
DISCOVER CREDITS	0.04	0	\$0.00
AMERICAN EXPRESS SALES	0.04	0	\$0.00
AMERICAN EXPRESS CREDITS	0.04	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	T VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425		\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES \$0.08

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$32.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.01
MC LICENSE VOLUME FEE	\$4.34
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
refund sales tax payable/FDGG API setup	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
refund terminal FDGG API set up fee	\$0.00
TOTAL	\$36.35

\$2,530.68

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$176.00	\$0.21
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$144.00	\$0.19
VISA ASSESSMENTS DB	0.11%	\$512.00	\$0.56
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	22	\$0.43
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	21	\$0.41
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	65	\$1.01
DIGITAL ENABLEMENT FEE	0.01%	\$176.00	\$0.02
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$2.83
INTERCHANGE			\$22.83

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$25.66

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	22	\$0.68
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	82	\$2.54
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		104	\$3.22

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$3.22

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.94
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.03
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.10
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
refund sales tax payable/FDGG API setup	\$0.00
MC CVC2 TRANSACTION FEE	\$0.06
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
refund terminal FDGG API set up fee	\$0.00
TOTAL	1.14

\$30.02

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$17,526.50	\$21.03
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$25,012.00	\$32.52
VISA ASSESSMENTS DB	0.11%	\$22,585.00	\$24.84
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	594	\$11.58
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	1	\$0.02
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	902	\$17.59
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	957	\$14.83
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	6	\$0.60
TOTAL DUES AND ASSESSMENTS			\$123.01
INTERCHANGE			\$1,122.65

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$1,245.66

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	608	\$18.85
MASTERCARD CREDITS	0.0310	1	\$0.03
VISA SALES	0.0310	1,779	\$55.15
VISA CREDITS	0.0310	2	\$0.06
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		2,390	\$74.09

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$74.09

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$5.51
VISA FOREIGN HANDLING FEE	\$7.04
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.96
MC LICENSE VOLUME FEE	\$0.88
VISA KILOBYTE FEE	\$2.19
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
TOTAL	19.48

\$1,339.23

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00

INTERCHANGE \$0.00

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS \$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES \$0.00

III. ANCILLARY FEES FOR SERVICES \$0.00

\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$174.94	\$0.21
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$192.50	\$0.25
VISA ASSESSMENTS DB	0.11%	\$204.08	\$0.22
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	3	\$0.06
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	7	\$0.14
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	10	\$0.16
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$1.04
INTERCHANGE			\$10.63

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

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MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	3	\$0.09
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	16	\$0.50
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		19	\$0.59

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	3	\$0.21
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		3	\$0.21

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.80

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.02
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$1,230.96	\$1.48
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$654.72	\$0.85
VISA ASSESSMENTS DB	0.11%	\$493.21	\$0.54
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	22	\$0.43
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	28	\$0.55
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	21	\$0.33
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$4.18
INTERCHANGE			\$31.55
I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS			\$35.73

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	21	\$0.65
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	43	\$1.33
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		64	\$1.98

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	5	\$0.35
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		5	\$0.35

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$2.33

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.03
MC LICENSE VOLUME FEE	\$0.06
VISA KILOBYTE FEE	\$0.05
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$195.00	\$0.23
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$450.00	\$0.59
VISA ASSESSMENTS DB	0.11%	\$120.00	\$0.13
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	10	\$0.20
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	29	\$0.57
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	7	\$0.11
DIGITAL ENABLEMENT FEE	0.01%	\$195.00	\$0.02
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$1.85
INTERCHANGE			\$22.56
I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS			\$24.41

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	11	\$0.34
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	36	\$1.12
VISA CREDITS	0.0310	1	\$0.03
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		48	\$1.49

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1.49

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.26
CNP AVS FEE	\$0.08
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.02
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.06
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$36,841.55	\$44.21
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$45,133.00	\$58.67
VISA ASSESSMENTS DB	0.11%	\$26,040.45	\$28.64
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	331	\$6.45
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	405	\$7.90
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	237	\$3.67
DIGITAL ENABLEMENT FEE	0.01%	\$36,841.55	\$3.68
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$153.22
INTERCHANGE			\$1,370.63
I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS			\$1,523.85

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	330	\$10.23
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	659	\$20.43
VISA CREDITS	0.0310	3	\$0.09
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		992	\$30.75

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	127	\$8.89
DISCOVER CREDITS	0.07	1	\$0.07
AMERICAN EXPRESS SALES	0.07	93	\$6.51
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		221	\$15.47

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$46.22

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$12.32
CNP AVS FEE	\$2.48
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.82
MC LICENSE VOLUME FEE	\$1.84
VISA KILOBYTE FEE	\$0.79
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$0.00	\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$4,750.00	\$6.18
VISA ASSESSMENTS DB	0.11%	\$0.00	\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	0	\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	4	\$0.08
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	0	\$0.00
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$6.26
INTERCHANGE			\$98.67

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

□□□□□□

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310		\$0.00
MASTERCARD CREDITS	0.0310		\$0.00
VISA SALES	0.0310	4	\$0.12
VISA CREDITS	0.0310		\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		4	\$0.12

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

	\$0.12
FANF FEE	\$2.33
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.01
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
	2.34

\$107.39

DEP OIL & GAS MANAGEMENT
SERVICE COSTS

Jun - 2015

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$0.00	\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$10,500.00	\$13.65
VISA ASSESSMENTS DB	0.11%	\$0.00	\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	0	\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	2	\$0.04
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	0	\$0.00
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$13.69
INTERCHANGE			\$278.45
I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS			\$292.14

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	3.100%		\$0.00
MASTERCARD CREDITS	3.100%		\$0.00
VISA SALES	3.100%	2	\$0.06
VISA CREDITS	3.100%		\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		2	\$0.06

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	7.000%	0	\$0.00
DISCOVER CREDITS	7.000%	0	\$0.00
AMERICAN EXPRESS SALES	7.000%	0	\$0.00
AMERICAN EXPRESS CREDITS	7.000%	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	AMOUNT
DEBIT CARD TRANSACTION PROCESSING FEE	

	RATE PER	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	###			0		\$0.00
DEBIT CARD CREDITS	###			0		\$0.00
NETWORK FEES	0.1	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

	\$0.06
FANF FEE	\$7.35
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
adj for electronic deposit rejects	\$0.00
	7.35

\$299.55

DCNR STATE PARKS (various)
SERVICE COSTS

Jun - 2015

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$518,437.50	\$622.13
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$25,368.94	\$2.54
VISA ASSESSMENTS CR	0.13%	\$725,056.23	\$942.57
VISA ASSESSMENTS DB	0.11%	\$550,222.69	\$605.24
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	6,246	\$121.80
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	1,425	\$27.79
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	7,956	\$155.14
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	8,244	\$127.78
DIGITAL ENABLEMENT FEE	0.01%	\$518,437.60	\$51.84
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$2,656.83

INTERCHANGE

\$27,380.95

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$30,037.78

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	6,154	\$190.77
MASTERCARD CREDITS	0.0310	1,438	\$44.58
VISA SALES	0.0310	15,939	\$494.11
VISA CREDITS	0.0310	3,675	\$113.93
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		27,206	\$843.39

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	1,725	\$120.75
DISCOVER CREDITS	0.07	400	\$28.00
AMERICAN EXPRESS SALES	0.07	1,133	\$79.31
AMERICAN EXPRESS CREDITS	0.07	351	\$24.57
TOTAL ADDITIONAL PAYMENT TYPES		3,609	\$252.63

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	MANAGEMENT BPS	FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1,096.02

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$350.00
CNP AVS FEE	\$47.24
MC FOREIGN HANDLING FEE	\$44.25
VISA FOREIGN HANDLING FEE	\$64.99
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$18.64
MC LICENSE VOLUME FEE	\$25.92
VISA KILOBYTE FEE	\$23.58

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$1,460.00	\$1.75
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$5,120.00	\$6.66
VISA ASSESSMENTS DB	0.11%	\$900.00	\$0.99
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	18	\$0.35
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	46	\$0.90
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	10	\$0.16
DIGITAL ENABLEMENT FEE	0.01%	\$1,460.00	\$0.15
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$10.96

INTERCHANGE \$158.54

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS \$169.50

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	16	\$0.50
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	56	\$1.74
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		72	\$2.23

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	7	\$0.49
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		7	\$0.49

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES \$2.72

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$4.96
CNP AVS FEE	\$0.14
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00

I. TOTAL INTERCIINTERCHANGE

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	MANAGEMENT BPS	FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	###	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$39,749.12	\$47.70
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$2,520.74	\$0.25
VISA ASSESSMENTS CR	0.13%	\$49,990.84	\$64.99
VISA ASSESSMENTS DB	0.11%	\$27,906.66	\$30.70
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	571	\$11.13
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	2	\$0.04
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	760	\$14.82
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	587	\$9.10
DIGITAL ENABLEMENT FEE	0.01%	\$39,749.12	\$3.97
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$182.70

INTERCHANGE **\$2,015.22**

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS **\$2,197.92**

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	574	17.79
MASTERCARD CREDITS	0.0310	2	0.06
VISA SALES	0.0310	1,356	42.04
VISA CREDITS	0.0310	13	0.40
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		1945	60.30

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	0.00
DISCOVER CREDITS	0.07	0	0.00
AMERICAN EXPRESS SALES	0.07	0	0.00
AMERICAN EXPRESS CREDITS	0.07	0	0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0.00		0.00
DEBIT CARD CREDITS	0.0255			0.00		0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425		0.00	0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						0.00

II. TOTAL TRANSACTION PROCESSING FEES **60.30**

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$40.04
CNP AVS FEE	\$4.28
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$1.56
MC LICENSE VOLUME FEE	\$1.99
VISA KILOBYTE FEE	\$1.80
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$15.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00

I. TOTAL INTERC|INTERCHANGE

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$790.00	\$0.95
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$1,395.00	\$1.81
VISA ASSESSMENTS DB	0.11%	\$135.00	\$0.15
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	9	\$0.18
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	15	\$0.29
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	6	\$0.09
DIGITAL ENABLEMENT FEE	0.01%	\$790.00	\$0.08
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$3.55
INTERCHANGE			\$59.25
I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS			\$62.80

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	9	\$0.28
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	20	\$0.62
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		29	\$0.90

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07		\$0.00
DISCOVER CREDITS	0.07		\$0.00
AMERICAN EXPRESS SALES	0.07	7	\$0.49
AMERICAN EXPRESS CREDITS	0.07		\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		7	\$0.49

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1.39

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.31
CNP AVS FEE	\$0.07
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.02
MC LICENSE VOLUME FEE	\$0.04
VISA KILOBYTE FEE	\$0.03
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$13,854.00	\$16.62
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$1,160.00	\$0.12
VISA ASSESSMENTS CR	0.13%	\$20,180.00	\$26.23
VISA ASSESSMENTS DB	0.11%	\$5,750.00	\$6.33
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	53	\$1.03
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	75	\$1.46
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	38	\$0.59
DIGITAL ENABLEMENT FEE	0.01%	\$13,854.00	\$1.39
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$53.77
INTERCHANGE			\$831.92
I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS			\$885.69

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	53	\$1.64
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	110	\$3.41
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		163	\$5.05

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	2	\$0.14
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	26	\$1.82
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		28	\$1.96

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$7.01

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$33.84
CNP AVS FEE	\$0.40
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.16
MC LICENSE VOLUME FEE	\$0.69
VISA KILOBYTE FEE	\$0.18
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$4,760.00	\$5.71
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$11,220.00	\$14.59
VISA ASSESSMENTS DB	0.11%	\$805.00	\$0.89
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	55	\$1.07
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	85	\$1.66
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	26	\$0.40
DIGITAL ENABLEMENT FEE	0.01%	\$4,760.00	\$0.48
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$24.80
INTERCHANGE			\$426.62

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

☐☐☐ **\$451.42**

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	55	\$1.71
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	112	\$3.47
VISA CREDITS	0.0310	1	\$0.03
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		168	\$5.21

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07		\$0.00
DISCOVER CREDITS	0.07		\$0.00
AMERICAN EXPRESS SALES	0.07	65	\$4.55
AMERICAN EXPRESS CREDITS	0.07	1	\$0.07
TOTAL ADDITIONAL PAYMENT TYPES		66	\$4.62

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$9.83

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$8.35
CNP AVS FEE	\$0.41
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.95
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.13
MC LICENSE VOLUME FEE	\$0.24
VISA KILOBYTE FEE	\$0.17
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$200.00	\$0.24
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$500.00	\$0.65
VISA ASSESSMENTS DB	0.11%	\$600.00	\$0.66
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	2	\$0.04
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	4	\$0.08
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	5	\$0.08
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$1.75
INTERCHANGE			\$19.04

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

☐☐☐ **\$20.79**

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	2	\$0.06
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	9	\$0.28
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		11	\$0.34

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	1	\$0.07
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	3	\$0.21
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		4	\$0.28

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.62

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.50
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.01
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

HEALTH TANNING BEDS
SERVICE COSTS

Jun - 2015

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00
INTERCHANGE			

I. TOTAL INTERC/INTERCHANGE

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MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00

0.00

\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

0000 \$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310		\$0.00
MASTERCARD CREDITS	0.0310		\$0.00
VISA SALES	0.0310		\$0.00
VISA CREDITS	0.0310		\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07		\$0.00
DISCOVER CREDITS	0.07		\$0.00
AMERICAN EXPRESS SALES	0.07		\$0.00
AMERICAN EXPRESS CREDITS	0.07		\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$1.54
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
00A0000A000000	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
TOTAL	1.54

\$1.54

**AGRICULTURE PA PLANTS
SERVICE COSTS**

Oct - 2011

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$7,710.00	\$9.25
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$1,000.00	\$0.10
VISA ASSESSMENTS CR	0.13%	\$30,385.77	\$39.50
VISA ASSESSMENTS DB	0.11%	\$7,035.00	\$7.74
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	68	\$1.33
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	117	\$2.28
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	46	\$0.71
DIGITAL ENABLEMENT FEE	0.01%	\$7,710.00	\$0.77
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$61.68
INTERCHANGE			\$1,053.15

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

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\$1,114.83

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	72	\$2.23
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	167	\$5.18
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		239	\$7.41

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	6	\$0.42
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	24	\$1.68
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		30	\$2.10

DEBIT CARD TRANSACTION PROCESSING FEE

MANAGEMENT

NUMBER OF

AMOUNT

	RATE PER ITEM	BPS	FEE	TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

	\$9.51
FANF FEE	\$38.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$1.27
VISA FOREIGN HANDLING FEE	\$15.67
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.16
MC LICENSE VOLUME FEE	\$0.39
VISA KILOBYTE FEE	\$0.24
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
□□A□□□□A□□□□□□	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.18
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
	\$55.91

\$1,180.25

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$1,572.75	\$1.89
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$4,630.20	\$6.02
VISA ASSESSMENTS DB	0.11%	\$462.00	\$0.51
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	9	\$0.18
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	14	\$0.27
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	6	\$0.09
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$8.96
INTERCHANGE			\$141.86

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$150.82

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	7	\$0.22
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	20	\$0.62
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		27	\$0.84

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	1	\$0.07
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		1	\$0.07

DEBIT CARD TRANSACTION PROCESSING FEE

AMOUNT

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.91

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$5.45
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.02
MC LICENSE VOLUME FEE	\$0.08
VISA KILOBYTE FEE	\$0.03
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
	\$5.58

\$157.31

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00
INTERCHANGE			

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

☐☐☐ **\$0.00**

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310		\$0.00
MASTERCARD CREDITS	0.0310		\$0.00
VISA SALES	0.0310		\$0.00
VISA CREDITS	0.0310		\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07		\$0.00
DISCOVER CREDITS	0.07		\$0.00
AMERICAN EXPRESS SALES	0.07		\$0.00
AMERICAN EXPRESS CREDITS	0.07		\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$15.00
CNP AVS FEE	
MC FOREIGN HANDLING FEE	
VISA FOREIGN HANDLING FEE	
MC ACQUIRER AVS BILLING	
MASTERCARD KILOBYTE FEE	
MC LICENSE VOLUME FEE	
VISA KILOBYTE FEE	
VISA ZERO FLOOR LIMIT FEE	
VISA ZERO AMT FEE	
☐☐A☐☐☐☐A☐☐☐☐☐	
MONTHLY SERVICE CHARGE	
MC CVC2 TRANSACTION FEE	
STAR NETWORK ANNUAL FEE	
PULSE NETWORK ANNUAL FEE	
MISC- NOT ABOVE	
	15.00

\$15.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$4,457,457.66	\$5,348.95
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$112,783.00	\$11.28
VISA ASSESSMENTS CR	0.13%	\$4,695,841.01	\$6,104.59
VISA ASSESSMENTS DB	0.11%	\$7,876,506.66	\$8,664.16
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	90,715	\$1,768.94
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	47	\$0.92
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	84,850	\$1,654.58
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	175,792	\$2,724.78
DIGITAL ENABLEMENT FEE	0.01%	\$4,457,457.66	\$445.75
VISA TRANSACTION INTEGRITY FEE	0.10	1	\$0.10
TOTAL DUES AND ASSESSMENTS			\$26,724.05
INTERCHANGE			\$208,677.00

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

☐☐☐ **\$235,401.05**

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	89,101	\$2,762.13
MASTERCARD CREDITS	0.0310	47	\$1.46
VISA SALES	0.0310	256,852	\$7,962.41
VISA CREDITS	0.0310	124	\$3.84
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		346,124	\$10,729.84

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	20,413	\$1,428.91
DISCOVER CREDITS	0.07	8	\$0.56
AMERICAN EXPRESS SALES	0.07	21,340	\$1,493.80
AMERICAN EXPRESS CREDITS	0.07	9	\$0.63
TOTAL ADDITIONAL PAYMENT TYPES		41,770	\$2,923.90

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$13,653.74

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$3,422.17
CNP AVS FEE	\$681.67
MC FOREIGN HANDLING FEE	\$14.42
VISA FOREIGN HANDLING FEE	\$23.69
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$221.67
MC LICENSE VOLUME FEE	\$222.87
VISA KILOBYTE FEE	\$308.96
VISA ZERO FLOOR LIMIT FEE	\$0.10
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$275,610.48	\$330.73
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$261,552.16	\$26.16
VISA ASSESSMENTS CR	0.13%	\$290,395.63	\$377.51
VISA ASSESSMENTS DB	0.11%	\$19,676.36	\$21.64
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	58	\$1.13
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	118	\$2.30
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	21	\$0.33
DIGITAL ENABLEMENT FEE	0.01%	\$275,610.48	\$27.56
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$787.36

INTERCHANGE \$13,420.20

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS \$14,207.56

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	54	\$1.67
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	123	\$3.81
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		177	\$5.49

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	2	\$0.14
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	46	\$3.22
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		48	\$3.36

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES \$8.85

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$79.40
CNP AVS FEE	\$0.46
MC FOREIGN HANDLING FEE	\$58.08
VISA FOREIGN HANDLING FEE	\$115.30
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.13
MC LICENSE VOLUME FEE	\$13.78
VISA KILOBYTE FEE	\$0.19
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00



SOLICITATION ADDENDUM

Date: **10/30/2015**
Subject: **Electronic Payment Processing**
Solicitation Number: **6100033736**
Due Date/Time: **December 11, 2015 at 3:30 pm EST**
Addendum Number: **1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

- Appendix L – June 2015 PNCMS Final Invoice is replaced in its entirety with Appendix L – June 2015 PNCMS Final Invoice Rev. 10/30/2015.

Type of Solicitation: Hard Copy (Paper) Bid - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Jennifer Habowski
Title: Issuing Officer
Phone: 717-703-2937
Email: jhabowski@pa.gov

INVOICE TO: Commonwealth of Pennsylvania
Office of the Budget
Bureau of Accounting and Financial Management
555 Walnut Street
9th Floor
Harrisburg, PA 17101

INVOICE FROM: PNC Merchant Services
FED. Tax ID #
Attn: Stuart Rothman
1307 Walt Whitman Road
Melville, NY 11747

REMIT TO: PNC Merchant Services
PA Vendor ID 363982-901
620 Liberty Avenue
Pittsburgh, PA 15222-2722
DDA #
ABA #

****PAY VIA ACH ACCT BN01**

INVOICE MONTH: June - 2015

INVOICE DATE: 7/16/2015

Payment Due Date: 8/31/2015

INVOICE AMOUNT: \$1,999,324.88

I. INTERCHANGE, DUES, & ASSESSMENTS	\$1,417,853.41
II. TRANSACTION PROCESSING FEES	\$546,799.41
III. ANCILLARY FEES	\$34,322.06
IV. CONFIRMATION FILE	\$350.00
TOTAL	\$1,999,324.88

June - 2015		PNCMS Detail Invoice				
MERCHANT NAME	OUTLET #	INTERCHANGE & DUES AND ASSESSMENT	TRANSACTION PROCESSING FEES	ANCILLARY FEES FOR SERVICES	CONFIRMATION FILE	TOTAL
PA DOL UC Amnesty		0.00	0.00	0.00	0.00	\$0.00
DMVA Mil Relief Assist Prgm		0.00	0.00	0.00	0.00	\$0.00
DMVA Veterans Trust Fund		0.00	0.00	0.00	0.00	\$0.00
Dept of General Services BSSO		173.97	6.37	453.36	0.00	\$633.70
DGS Procurement Costars		327.49	1.22	29.47	0.00	\$358.18
Dept of Education Div of Cert Servs		4,205.39	90.77	136.62	0.00	\$4,432.78
Public Utility Commission		83.98	1.26	7.15	0.00	\$92.39
Dept of State BPOA		23,109.91	679.00	484.52	0.00	\$24,273.43
Dept of State Corps Bureau		7,915.05	287.61	126.50	0.00	\$8,329.16
Dept of State UCC		1,636.31	19.13	16.48	0.00	\$1,671.92
Dept of State BCEL Voter Regist		8.71	0.91	0.07	0.00	\$9.69
Dept of State BCEL Lobbyist Disc		196.17	1.82	2.16	0.00	\$200.15
Dept of State Notary		1,840.69	9.58	6.52	0.00	\$1,856.79
State Police		31,142.17	987.35	867.95	0.00	\$32,997.47
State Police Bur of Records & IDs		159.13	0.21	3.28	0.00	\$162.62
DHS Children & Youth Services		28,058.85	3,051.24	638.15	0.00	\$31,748.24
Fish & Boat Commission Internet		0.00	0.00	0.00	0.00	\$0.00
Fish & Boat Commission		286.88	16.44	3.61	0.00	\$306.93
Fish & Boat Commission Outdoor		45.94	5.02	3.09	0.00	\$54.05
Fish & Boat Commission 7994		2.85	0.19	2.91	0.00	\$5.95
Fish & Boat Comm		11.54	0.65	2.94	0.00	\$15.13
Game Commission		958.57	57.14	36.89	0.00	\$1,052.60
Dept of Comm & Economic Dev		9.97	0.16	0.00	0.00	\$10.13
DCED BSLTQ		0.00	0.00	0.00	0.00	\$0.00
PLCB		1,018,127.45	526,559.70	24,563.45	350.00	\$1,569,600.60
PLCB Licensing		5,154.29	21.71	88.52	0.00	\$5,264.52
PLCB Admin Law Judge		721.71	2.58	13.94	0.00	\$738.23
PLCB - LDP Warehouse		2,494.25	0.08	36.35	0.00	\$2,530.68
PA Bd of Pardons		25.66	3.22	1.14	0.00	\$30.02
H&M PHMC Sites		1,245.66	74.09	19.48	0.00	\$1,339.23
H&M Conrad Weiser Homestead		0.00	0.00	0.00	0.00	\$0.00
H&M Cornwall Iron Furnace		11.67	0.80	2.93	0.00	\$15.40
H&M Daniel Boone Homestead		35.73	2.33	3.04	0.00	\$41.10
H&M Ephrata Cloister		0.00	0.00	0.00	0.00	\$0.00
H&M Erie Maritime Museum		0.00	0.00	0.00	0.00	\$0.00
H&M Landis Valley Museum		0.00	0.00	0.00	0.00	\$0.00
H&M PA State Bookstore		0.00	0.00	0.00	0.00	\$0.00
H&M Pennsbury Manor		0.00	0.00	0.00	0.00	\$0.00
H&M Railroad Museum of PA		0.00	0.00	0.00	0.00	\$0.00
H&M State Museum of PA		0.00	0.00	0.00	0.00	\$0.00
H&M Washington Crossing Hist Park		0.00	0.00	0.00	0.00	\$0.00
DEP Construction Contracts		24.41	1.49	0.43	0.00	\$26.33
DEP Waste Transportation Safety		3,142.43	18.22	37.99	0.00	\$3,198.64
DEP Mine Subsidence		1,523.85	46.22	19.08	0.00	\$1,589.15
DEP Mine License		104.93	0.12	2.34	0.00	\$107.39
DEP Oil & Gas Management		292.14	0.06	7.35	0.00	\$299.55
DCNR State Parks		30,037.78	1,096.02	694.62	0.00	\$31,828.42
DCNR Bureau of Topo-Geo Internet		169.50	2.72	5.30	0.00	\$177.52
DCNR Penn Nursery		0.00	0.00	0.00	0.00	\$0.00
DCNR Snow/ATV Regist		2,197.92	60.30	64.67	0.00	\$2,322.89
DCNR Snowmb/ATV Reg		0.00	0.00	0.00	0.00	\$0.00
Dept of Health		62.80	1.39	0.47	0.00	\$64.66
Dept of Health Licensing		885.69	7.01	35.40	0.00	\$928.10
Dept of Health		451.42	9.83	25.25	0.00	\$486.50
Dept of Health Hearing Aid		20.79	0.62	2.52	0.00	\$23.93
Dept of Health Tanning Beds		0.00	0.00	0.00	0.00	\$0.00
Dept of Ag Farm Show Complex		0.00	0.00	1.54	0.00	\$1.54
Dept of Ag PA Plants		1,114.83	9.51	55.91	0.00	\$1,180.25
PA Dept of AG-Vet Lab		150.82	0.91	5.58	0.00	\$157.31
Dept of Banking		0.00	0.00	15.00	0.00	\$15.00
PennDOT Sales Store		75.50	1.85	2.53	0.00	\$79.88
PennDOT Driver/Vehicle Service		235,401.05	13,653.74	5,528.22	0.00	\$254,583.01
PennDOT Comptroller		14,207.56	8.85	267.34	0.00	\$14,483.75
TOTAL INVOICE		\$1,417,853.41	\$546,799.41	\$34,322.06	\$350.00	\$1,999,324.88

These worksheets are hid. Charges roll up to PHMC Sites.

June - 2015

PNCMS Cost Allocation

Merchant Name	Outlet #	GL	BA	SAP Fund	Budget Period	Cost Center	Non Grant Internal Order	Amount		
Other Special Services		6395000		5000900041	0000		1500000240	(\$429,724.28)		
PA DOL UC Amnesty		6343117	12	5000200000	0000	1255001999	C21013000000	0.00		
DMVA Mill Relief Assist Prgm		6343117	13	1005300000	2014	1360501000		0.00		
DMVA Veterans Trust Fund		6343117	13	1005300000	2014	1340192000		0.00		
Dept of General Services BSSO		6343117	15	1007400312	2014	1577320000	1500000863	633.70		
DGS Procurement Costars		6343117	15	1007400700	2014	1577130701		358.18		
Dept of Education Div of Cert Servs		6343117	16	1014100000	2014	1655501085		4,432.78		
Public Utility Commission		6343110	17	1620500000	2014	1721805010		92.39		
Dept of State BPOA		6343117	19	1623900000	2014	1939016000		24,273.43		
Dept of State Corps Bureau		6343117	19	2623900000	2014	1935001000		8,329.16		
Dept of State UCC		6343117	19	2623900000	2014	1935001000		1,671.92		
Dept of State BCEL Voter Regist		6343117	19	1090300000	2014	1926031106		9.69		
Dept of State BCEL Lobbyist Disc		6343117	19	1090300000	2014	1926031106		200.15		
Dept of State Notary		6343117	19	1021300000	2014	1926010000		1,856.79		
State Police		6343117	20	1022000000	2014	2059999100		32,997.47		
State Police Bur of Records & IDs		6343117	20	1621800000	2014	2032850848		162.62		
DHS Children & Youth Services		6343117	21	1026300000	2014	2162022883		31,748.24		
Fish & Boat Commission Internet		6343117	22	2003400000	2014	2220501100		381.95	60% of fee	
Internet Sales, Reception Area, Sport Show		6343117	22	2003400000	2014	2220501100		0.11	40% of fee	
Game Commission		6397000	23	2003900000	2014		2320103000	1,052.60		
Dept of Comm & Economic Dev		6343117	24	6036800000	0000	2430104002		10.13		
DCED BSLTQ		6343117	24		2014			0.00		
PLCB		ALLOCATION DETAILS ON NEXT TAB							1,569,600.60	
PLCB Licensing		6343116	26	2006400000	2014	2628240000		5,264.52		
PLCB Admin Law Judge		6343116	26	2006400000	2014	2618531000		738.23		
PLCB - LPD Warehouse		6343116	26	2006400000	2014	2669002000		2,530.68	PLCB will provide split of expenses.	
PLCB - LPD Warehouse		6343116	26	2006400000	2014	2669004000		0.00	PLCB will provide split of expenses.	
PA Bd of Pardons		6343117	28	1066600000	2014	2810110000		30.02		
H&M PHMC Sites		6343117	30	5001800000	0000	3010834900		1,339.23		
H&M Conrad Weiser Homestead		6343117	30	5001800000	0000	3010834900		0.00		
H&M Cornwall Iron Furnace		6343117	30	5001800000	0000	3010834900		15.40		
H&M Daniel Boone Homestead		6343117	30	5001800000	0000	3010815900		41.10		
H&M Ephrata Cloister		6343117	30	5001800000	0000	3010818900		0.00		
H&M Erie Maritime Museum		6343117	30	5001800000	0000	3010828000		0.00		
H&M Landis Valley Museum		6343117	30	5001800000	0000	3010814900		0.00		
H&M PA State Bookstore		6343117	30	5001800000	0000	3010240724		0.00		
H&M Pennsbury Manor		6343117	30	5001800000	0000	3010813900		0.00		
H&M Railroad Museum of PA		6343117	30	5001800000	0000	3010825900		0.00		
H&M State Museum of PA		6343117	30	5001800000	0000	3010799900		0.00		
H&M Washington Crossing Hist Park		6343117	30	5001800000	0000	3010821000		0.00		
DEP Construction Contracts		6343117	35	1039000000	2014	3511430000		26.33		
DEP Waste Transportation Safety Program		6343116	35	6020200000	0000	3522509000		3,198.64		
DEP Mine Subsidence		6343117	35	2010300000	2014	3555609000		1,589.15		
DEP Mine License		6343116	35	2010200000	2014	3555609000		107.39		
DEP Gas & Oil Management		6343116	35	6008300000	0000	3588209000		299.55		
DCNR State Parks		6343116	38	1039500000	2014	3826001001		31,828.42		
DCNR Bureau of Topo-Geo Internet		6343116	38	1039900000	2014	3842201001		177.52		
DCNR Penn Nursery		6343116	38	1039400000	2014	3828121001		0.00		
DCNR Snow/ATV Regist		6343116	38	6014900000	0000	3831310001		2,322.89		
DCNR Snowmb/ATV Reg		6343116	38	6014900000	0000	3831310001		0.00		
Dept of Health		6343117	67	1046700000	2014	6738421138		64.66		
Dept of Health Licensing		6343117	67	1046700000	2014	6738311138		928.10		
Dept of Health		6343117	67	1046700000	2014	6738421138		486.50		
Dept of Health Hearing Aid		6343117	67	1046700000	2014	6738421138		23.93		
Dept of Health Tanning Beds		6343100	67	6036900000	0000	6738401000		0.00		
Dept of Ag Farm Show Complex		6399999	68	2011800000	2014	6822201101		1.54		
Dept of Ag PA Plants		6399999	68	6012100000	0000	6833911103		1,180.25		
PA Dept of AG-Vet Lab		6399999	68	1052800000	2014	6866131101		157.31		
Dept of Banking		6343117	75	1055800000	2014	7536001000		15.00		
PennDOT Sales Store		6343116	78	1058400119	2014	7833501004		79.88		
PennDOT Driver/Vehicle Service		6343118	78	1058000459	2014	7877401000		254,583.01		
PennDOT Comptroller		6343118	78	1058400119	2014	7833501000		14,483.75		

TOTAL ALL AGENCIES

\$1,999,324.88

These worksheets are hid. Charges roll up to PHMC Sites.

Merchant Name	Outlet #	GL	BA	SAP Fund
WINE AND SPIRITS 0101		26	2006400000	2014
WINE AND SPIRITS 0201		26	2006400000	2014
WINE AND SPIRITS 0202		26	2006400000	2014
WINE AND SPIRITS 0203		26	2006400000	2014
WINE AND SPIRITS 0204		26	2006400000	2014
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WINE AND SPIRITS 0212		26	2006400000	2014
WINE AND SPIRITS 0213		26	2006400000	2014
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WINE AND SPIRITS 0220		26	2006400000	2014
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WINE AND SPIRITS 0227		26	2006400000	2014
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FINEWINEANDGOODSPIRITS	26	2006400000	2014
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WINE AND SPIRITS 4903	26	2006400000	2014
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WINE AND SPIRITS 5114	26	2006400000	2014
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WINE AND SPIRITS 5142	26	2006400000	2014
WINE AND SPIRITS 5143	26	2006400000	2014

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WINE AND SPIRITS 9212	26	2006400000	2014
WINE AND SPIRITS 9213	26	2006400000	2014
WINE AND SPIRITS 9211	26	2006400000	2014
WINE AND SPIRITS 9212	26	2006400000	2014
WINE AND SPIRITS 9213	26	2006400000	2014

Allocation

Budget Period	Cost Center	Non Grant Internal Order	Amount
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2680201000		6343116	2699.11
2680202000		6343116	1518.72
2680203000		6343116	1664.7
2680204000		6343116	819.03
2680205000		6343116	556.15
2680206000		6343116	882.21
2680207000		6343116	3082.85
2680209000		6343116	1787.13
2680210000		6343116	1614.5
2680211000		6343116	5083.61
2680212000		6343116	663.07
2680213000		6343116	1796.03
2680214000		6343116	12197.99
2680215000		6343116	10223.02
2680216000		6343116	1642.49
2680217000		6343116	1198.52
2680218000		6343116	1881.46
2680219000		6343116	1010.14
2680220000		6343116	1873.29
2680222000		6343116	2817.49
2680223000		6343116	1086.69
2680224000		6343116	2416.05
2680226000		6343116	4437
2680227000		6343116	8398.45
2680228000		6343116	3563.62
2680230000		6343116	1929.97
2680231000		6343116	9217.93
2680234000		6343116	1701.34
2680236000		6343116	1422.1
2680238000		6343116	2570.18
2680242000		6343116	1259.64
2680244000		6343116	543.68
2680247000		6343116	18908.25
2680249000		6343116	3052.08
2680250000		6343116	71.61
2680252000		6343116	1190.64
2680255000		6343116	1508.95
2680260000		6343116	5075.08
2680261000		6343116	985.6
2680263000		6343116	1592.42
2680264000		6343116	1874.7
2680265000		6343116	438.5
2680266000		6343116	5256.74
2680267000		6343116	3862.51
2680270000		6343116	497.96
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2680272000		6343116	2279.71
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2680274000		6343116	3076.52

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2680277000	6343116	7448.54
2680279000	6343116	1235.64
2680280000	6343116	957.21
2680281000	6343116	1293.93
2680282000	6343116	2085.74
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2680286000	6343116	4800.76
2680288000	6343116	1875.12
2680290000	6343116	3071.58
2680292000	6343116	3161.63
2680294000	6343116	1045.91
2680295000	6343116	1194.65
2680296000	6343116	2678.56
2680297000	6343116	783.04
2680298000	6343116	3829.72
2680299000	6343116	3909.41
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2680307000	6343116	342.79
2680308000	6343116	1794.87
2680402000	6343116	1086.1
2680403000	6343116	755.96
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2680405000	6343116	231.37
2680408000	6343116	876.47
2680409000	6343116	2628.19
2680410000	6343116	2001.89
2680412000	6343116	988.32
2680414000	6343116	2936.69
2680501000	6343116	1718.16
2680502000	6343116	155.41
2680601000	6343116	449.97
2680602000	6343116	1288.58
2680603000	6343116	1639.79
2680604000	6343116	5859.1
2680605000	6343116	2071.97
2680607000	6343116	2651.83
2680608000	6343116	2452.45
2680610000	6343116	1463.3
2680615000	6343116	3526.38
2680617000	6343116	1337.23
2680619000	6343116	4444.1
2680620000	6343116	2384.89
2680621000	6343116	10627.01
2680703000	6343116	2285.67
2680704000	6343116	713.87
2680705000	6343116	1238.76
2680707000	6343116	1026.72
2680709000	6343116	4628.54
2680801000	6343116	1424.18
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2680803000	6343116	395.07

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2680903000	6343116	607.79
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2680906000	6343116	2718.2
2680907000	6343116	2767.13
2680908000	6343116	1082.38
2680909000	6343116	9106.46
2680910000	6343116	4888.22
2680911000	6343116	5035.03
2680912000	6343116	5913.66
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2680925000	6343116	3600.73
2680926000	6343116	10180.61
2680927000	6343116	2333.85
2680928000	6343116	3425.77
2680929000	6343116	4805.39
2680930000	6343116	1627.42
2680931000	6343116	1851.54
2680932000	6343116	6327.84
2680933000	6343116	1831.43
2680935000	6343116	1653.07
2680936000	6343116	1411.98
2680937000	6343116	3184.21
2680938000	6343116	3259.58
2680940000	6343116	6520.08
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2681004000	6343116	252.73
2681005000	6343116	1700.5
2681006000	6343116	1532.03
2681007000	6343116	8969.82
2681008000	6343116	1090.3
2681009000	6343116	1877.47
2681010000	6343116	5315.63
2681101000	6343116	499.97
2681102000	6343116	1382.14
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2681104000	6343116	593.62
2681106000	6343116	821.42
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2681110000	6343116	819.63
2681111000	6343116	255.82
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2681118000	6343116	1432.27
2681119000	6343116	1845.76

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2681301000	6343116	277.04
2681302000	6343116	995.47
2681303000	6343116	504.89
2681304000	6343116	1305.77
2681402000	6343116	3242.77
2681403000	6343116	58
2681404000	6343116	3615.69
2681405000	6343116	8910.55
2681406000	6343116	2395.05
2681407000	6343116	1973.07
2681501000	6343116	7022.09
2681502000	6343116	5034.47
2681506000	6343116	5497.04
2681507000	6343116	4435.73
2681508000	6343116	2353.47
2681509000	6343116	2677.89
2681510000	6343116	3824.99
2681512000	6343116	2566.66
2681513000	6343116	1854.93
2681514000	6343116	6166.13
2681515000	6343116	1948.19
2681516000	6343116	15581.07
2681518000	6343116	2186.11
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2681520000	6343116	2465.95
2681521000	6343116	2495.55
2681522000	6343116	2830.36
2681523000	6343116	3296.12
2681524000	6343116	969.57
2681525000	6343116	6262.4
2681526000	6343116	1805.79
2681527000	6343116	6135.98
2681528000	6343116	6668.19
2681530000	6343116	5953.95
2681601000	6343116	872.96
2681602000	6343116	185.81
2681603000	6343116	1162.34
2681604000	6343116	110.47
2681702000	6343116	2767.01
2681703000	6343116	121.76
2681704000	6343116	89.29
2681705000	6343116	1287.64
2681706000	6343116	921.41
2681801000	6343116	2040.95
2681901000	6343116	1592.25
2681902000	6343116	3552.03
2682001000	6343116	2859.28
2682002000	6343116	828.02
2682004000	6343116	567.05
2682006000	6343116	2070.97
2682101000	6343116	6358.82
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2682103000	6343116	2190.51
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2682108000	6343116	1378.37
2682109000	6343116	2113.02
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2682111000	6343116	1730.24
2682201000	6343116	1339.97
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2682204000	6343116	698.17
2682205000	6343116	379.73
2682206000	6343116	1967.96
2682207000	6343116	1333.84
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2682210000	6343116	7925.79
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2682218000	6343116	1942.67
2682219000	6343116	855.67
2682220000	6343116	4427.86
2682298000	6343116	267.97
2682301000	6343116	4171.29
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2682310000	6343116	6630.75
2682312000	6343116	1569.46
2682314000	6343116	3494.62
2682315000	6343116	619.37
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2682317000	6343116	1491.88
2682318000	6343116	160.63
2682319000	6343116	4047.36
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2682325000	6343116	1220
2682327000	6343116	3175.36
2682329000	6343116	2092.34
2682331000	6343116	3248.2
2682332000	6343116	3470.69
2682333000	6343116	2040.23
2682401000	6343116	350.62
2682402000	6343116	1211.5
2682501000	6343116	3700.4
2682502000	6343116	1369.77
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2682509000	6343116	2413.18
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2682512000	6343116	413.64
2682513000	6343116	838.59

2682514000	6343116	6050.48
2682515000	6343116	602.43
2682516000	6343116	4607.23
2682517000	6343116	1483.22
2682518000	6343116	1981.59
2682520000	6343116	1311.29
2682601000	6343116	1290.78
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2682604000	6343116	206.35
2682605000	6343116	48.56
2682606000	6343116	1579.81
2682608000	6343116	178.26
2682610000	6343116	1858.16
2682701000	6343116	250.51
2682702000	6343116	298.74
2682801000	6343116	4976.13
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2682804000	6343116	159.71
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2682901000	6343116	370.02
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2683002000	6343116	456.19
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2683201000	6343116	798.82
2683202000	6343116	781.79
2683203000	6343116	151.91
2683206000	6343116	4163.35
2683301000	6343116	668
2683302000	6343116	886.8
2683303000	6343116	115.4
2683305000	6343116	101.43
2683401000	6343116	712.41
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2683503000	6343116	1216.1
2683504000	6343116	1432.72
2683505000	6343116	1146.46
2683508000	6343116	2391.47
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2683516000	6343116	7951.88
2683518000	6343116	1046.42
2683520000	6343116	1438.25
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2683609000	6343116	1948.38
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2683615000	6343116	4412.31
2683616000	6343116	5690.76
2683617000	6343116	3200.84
2683618000	6343116	1978.46
2683619000	6343116	2345.64
2683621000	6343116	2383.47
2683625000	6343116	5802
2683701000	6343116	817.42
2683702000	6343116	1039.31
2683706000	6343116	564.89
2683707000	6343116	654.35
2683708000	6343116	2271.81
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2683904000	6343116	2750.13
2683907000	6343116	2530.12
2683908000	6343116	2968.13
2683909000	6343116	2383.24
2683913000	6343116	6674.54
2683914000	6343116	1954.62
2683915000	6343116	4290.1
2683916000	6343116	4289.2
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2683919000	6343116	2107.58
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2683921000	6343116	1397.16
2683923000	6343116	2719.13
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2684007000	6343116	1262.54
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2684017000	6343116	838.32
2684020000	6343116	701.24
2684023000	6343116	1185.21
2684025000	6343116	1207.81
2684026000	6343116	1846.96
2684027000	6343116	2401.49
2684028000	6343116	1122.47
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2684033000	6343116	1779.61
2684034000	6343116	1570.89
2684035000	6343116	2244.9
2684102000	6343116	1505.88
2684103000	6343116	758.19

2684104000	6343116	1609.03
2684106000	6343116	1269.92
2684107000	6343116	1397.07
2684109000	6343116	778.5
2684110000	6343116	4338.08
2684201000	6343116	1936.66
2684202000	6343116	377.89
2684203000	6343116	197.05
2684204000	6343116	187.51
2684301000	6343116	690.91
2684302000	6343116	271.33
2684303000	6343116	1279.32
2684304000	6343116	823.96
2684306000	6343116	4485.75
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2684401000	6343116	2113.97
2684501000	6343116	3679.83
2684502000	6343116	5049.35
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2684504000	6343116	235.94
2684506000	6343116	2667.46
2684507000	6343116	2354.93
2684508000	6343116	317.53
2684509000	6343116	3037.32
2684510000	6343116	2927.04
2684511000	6343116	3601.83
2684604000	6343116	711.82
2684605000	6343116	1924.37
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2684607000	6343116	3538.7
2684608000	6343116	3962.41
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2684611000	6343116	3455.14
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2684613000	6343116	8366.76
2684614000	6343116	5220.99
2684615000	6343116	2198.99
2684616000	6343116	869.43
2684617000	6343116	3978.11
2684618000	6343116	217.59
2684619000	6343116	457.85
2684620000	6343116	8366.42
2684621000	6343116	4498.9
2684622000	6343116	3896.82
2684623000	6343116	254.69
2684626000	6343116	4078.26
2684627000	6343116	3616.14
2684628000	6343116	10792.3
2684629000	6343116	2948.99
2684630000	6343116	2990.64
2684631000	6343116	7576.79
2684632000	6343116	5211.87
2684633000	6343116	8626.67
2684634000	6343116	1184.64
2684635000	6343116	4372.6

2684636000	6343116	4995.74
2684637000	6343116	3529.99
2684638000	6343116	3268.61
2684639000	6343116	3596.57
2684640000	6343116	1916.79
2684642000	6343116	2991.98
2684644000	6343116	1803.55
2684645000	6343116	6515.91
2684646000	6343116	11349.44
2684701000	6343116	2456.33
2684801000	6343116	1412.89
2684802000	6343116	844.85
2684803000	6343116	1280.96
2684804000	6343116	4627.49
2684805000	6343116	2020.05
2684806000	6343116	1207.77
2684807000	6343116	2882
2684809000	6343116	1319.55
2684810000	6343116	2380.1
2684813000	6343116	1298.32
2684814000	6343116	9513.02
2684815000	6343116	2502.07
2684816000	6343116	1271.56
2684817000	6343116	2969.35
2684818000	6343116	2876.28
2684901000	6343116	265.12
2684902000	6343116	1291.66
2684903000	6343116	1437.15
2684904000	6343116	1021.81
2685002000	6343116	1076.67
2685101000	6343116	1638.32
2685102000	6343116	310.17
2685103000	6343116	22868.6
2685104000	6343116	8668.08
2685105000	6343116	2140.76
2685108000	6343116	988.1
2685111000	6343116	3653.5
2685112000	6343116	4807.15
2685114000	6343116	1885.68
2685116000	6343116	2081.68
2685119000	6343116	3512.52
2685120000	6343116	1422.63
2685121000	6343116	7801.38
2685122000	6343116	3992.52
2685127000	6343116	914.36
2685129000	6343116	383.54
2685132000	6343116	2341.56
2685133000	6343116	5968.52
2685134000	6343116	2959.9
2685135000	6343116	2371.06
2685138000	6343116	2344.18
2685140000	6343116	3023.08
2685141000	6343116	2820.1
2685142000	6343116	1213.23
2685143000	6343116	2982.34

2685144000	6343116	8171.9
2685145000	6343116	999.41
2685150000	6343116	3811.59
2685152000	6343116	929.53
2685153000	6343116	1072.36
2685155000	6343116	3496.5
2685157000	6343116	3534.28
2685158000	6343116	1708.87
2685160000	6343116	3653.49
2685165000	6343116	2233.7
2685169000	6343116	3946.35
2685173000	6343116	2297.12
2685174000	6343116	2939.82
2685180000	6343116	1251.03
2685185000	6343116	9370.67
2685189000	6343116	1414.59
2685190000	6343116	2811.81
2685191000	6343116	3916.76
2685195000	6343116	2165.38
2685198000	6343116	907.61
2685201000	6343116	3912.3
2685202000	6343116	1490.59
2685301000	6343116	660.86
2685302000	6343116	208.96
2685401000	6343116	1732.18
2685402000	6343116	798.66
2685403000	6343116	1222.38
2685404000	6343116	211.97
2685406000	6343116	232.15
2685408000	6343116	1330.96
2685409000	6343116	948.69
2685412000	6343116	1086.69
2685413000	6343116	657.08
2685501000	6343116	1884.8
2685601000	6343116	72.35
2685602000	6343116	2548.41
2685603000	6343116	573.33
2685606000	6343116	146.43
2685701000	6343116	557.17
2685801000	6343116	243.17
2685802000	6343116	1164.83
2685803000	6343116	263.78
2685903000	6343116	1182.17
2685904000	6343116	196.91
2685905000	6343116	1063.65
2686001000	6343116	2590.98
2686002000	6343116	782.29
2686101000	6343116	885.13
2686102000	6343116	1400.3
2686103000	6343116	972.24
2686201000	6343116	2575.55
2686202000	6343116	73.27
2686302000	6343116	1882.13
2686304000	6343116	830.19
2686305000	6343116	827.08

2686306000	6343116	890.03
2686307000	6343116	374.46
2686311000	6343116	673.11
2686312000	6343116	331.31
2686314000	6343116	1439.04
2686315000	6343116	6931.82
2686316000	6343116	6932.8
2686401000	6343116	3656.76
2686403000	6343116	2345.08
2686404000	6343116	2908.7
2686501000	6343116	1140.29
2686502000	6343116	356.27
2686503000	6343116	231.52
2686504000	6343116	628.78
2686505000	6343116	553.81
2686506000	6343116	1186.82
2686507000	6343116	2054.44
2686508000	6343116	246.74
2686509000	6343116	1522.81
2686510000	6343116	1079.91
2686511000	6343116	1308.57
2686512000	6343116	1801.36
2686513000	6343116	136.85
2686514000	6343116	926.12
2686516000	6343116	1135.79
2686517000	6343116	5959.98
2686518000	6343116	4559.69
2686519000	6343116	3075.82
2686522000	6343116	997.52
2686523000	6343116	2654.24
2686524000	6343116	2457.6
2686525000	6343116	2203.36
2686526000	6343116	4981.97
2686601000	6343116	1780.81
2686701000	6343116	739.56
2686703000	6343116	1935.82
2686704000	6343116	1419.18
2686705000	6343116	4625.41
2686708000	6343116	2078.96
2686709000	6343116	3477.19
2686710000	6343116	2693.04
2686711000	6343116	5407.24
2686712000	6343116	4879.29
2686714000	6343116	4357.86
2686715000	6343116	2246.3
2686717000	6343116	7312.97
2686720000	6343116	3158.04
2689101000	6343116	10908.85
2689108000	6343116	1232.76
2689111000	6343116	1981.1
2689114000	6343116	1223.8
2689118000	6343116	5405.68
2689203000	6343116	1417.76
2689205000	6343116	6724.22
2689206000	6343116	1988.05

2689208000	6343116	9203.61
2689210000	6343116	1512.97
2689211000	6343116	13093.36
2689212000	6343116	1875
2689213000	6343116	2116.29
2689211000	6343116	0
2689212000	6343116	0
2689213000	6343116	0

1569600.6

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SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	
0.01%	
0.13%	
0.11%	
0.0195	
0.0195	
0.0195	
0.0155	
0.01%	
0.10	

RATE	NUMBER OF TRANSACTIONS
0.0310	0
0.0310	0
0.0310	0
0.0310	0
	0

RATE	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

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\$0.00

AMOUNT

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AMOUNT

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\$0.00

\$0.00

0.00

\$0.00

MILITARY & VETERANS AFFAIRS - MILITARY RELIEF ASSISTANCE PROGRAM
SERVICE COSTS

Jun - 2015

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00
INTERCHANGE			\$0.00

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
	0.00

\$0.00

MILITARY & VETERANS AFFAIRS - VETERANS TRUST FUND
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	
0.01%	
0.13%	
0.11%	
0.0195	
0.0195	
0.0195	
0.0155	
0.01%	
0.10	

RATE	NUMBER OF TRANSACTIONS
0.0310	0
0.0310	0
0.0310	0
0.0310	0
	0

RATE	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

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AMOUNT

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\$0.00
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AMOUNT

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\$0.00

\$0.00

\$0.00

\$0.00

0.00

\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$4,597.60	\$5.52
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$3,036.66	\$3.95
VISA ASSESSMENTS DB	0.11%	\$3,865.56	\$4.25
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	45	\$0.88
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	1	\$0.02
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	41	\$0.80
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	76	\$1.18
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$16.60
INTERCHANGE			\$157.37
			\$173.97

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	46	\$1.43
MASTERCARD CREDITS	0.0310	1	\$0.03
VISA SALES	0.0310	120	\$3.72
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		167	\$5.18

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	4	\$0.28
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	13	\$0.91
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		17	\$1.19

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$6.37
CNP AVS FEE	\$2.90
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.08
MC LICENSE VOLUME FEE	\$0.23
VISA KILOBYTE FEE	\$0.15
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$450.00
	453.36

\$633.70

GENERAL SERVICES Procurement Costars
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.120%	\$3,000.00
0.010%	\$1,500.00
0.130%	\$12,500.00
0.0011	\$500.00
0.0195	4
0.0195	0
0.0195	13
0.02	1
0.0001	\$3,000.00
0.1	0

RATE	NUMBER OF TRANSACTIONS
0.0310	4
0.0310	0
0.0310	14
0.0310	1
	19

RATE	NUMBER OF TRANSACTIONS
0.07	1
0.07	0
0.07	8
0.07	0
	9

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$3.60

\$0.15

\$16.25

\$0.55

\$0.08

\$0.00

\$0.25

\$0.02

\$0.30

\$0.00

\$21.20

\$306.29

\$327.49

AMOUNT

\$0.12

\$0.00

\$0.43

\$0.03

\$0.59

\$0.07

\$0.00

\$0.56

\$0.00

\$0.63

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$1.22

\$15.00

\$0.03

\$0.00

\$14.25

\$0.00

\$0.01

\$0.15

\$0.02

\$0.00

\$0.00

\$0.00

\$0.00

\$0.01

\$0.00

\$0.00

\$0.00

29.47

\$358.18

Dept of Education, Div. Of Certification Services
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

Interchange

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.120%	\$86,215.00
0.010%	\$0.00
0.130%	\$137,980.00
0.0011	\$147,095.00
0.0195	675
0.0195	15
0.0195	1,022
0.02	1,173
0.0001	\$86,215.00
0.1	0

RATE	NUMBER OF TRANSACTIONS
0.0310	664
0.0310	15
0.0310	2,189
0.0310	60
	2,928

RATE	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$103.46
\$0.00
\$179.37
\$161.80
\$13.16
\$0.29
\$19.93
\$18.18
\$8.62
\$0.00
\$504.81

\$3,700.58

\$4,205.39

AMOUNT

\$20.58
\$0.47
\$67.86
\$1.86

\$90.77

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$90.77

\$120.00

\$5.07

\$0.00

\$1.18

\$0.00

\$1.66

\$4.31

\$2.71

\$0.00

\$0.00

\$0.00

\$0.00

\$1.69

\$0.00

\$0.00

\$0.00

136.62

\$4,432.78

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.120%	\$625.00	\$0.75
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.010%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.130%	\$3,100.00	\$4.03
VISA ASSESSMENTS DB	0.0011	\$800.00	\$0.88
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	8	\$0.16
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	14	\$0.27
VISA ACQUIRER PROCESSOR FEE DB/PP	0.02	3	\$0.05
DIGITAL ENABLEMENT FEE	0.0001	\$625.00	\$0.06
VISA TRANSACTION INTEGRITY FEE	0.1	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$6.20
INTERCHANGE			\$77.78

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$83.98

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	7	\$0.22
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	19	\$0.59
VISA CREDITS	0.0310	1	\$0.03
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		27	\$0.84

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	1	\$0.07
AMERICAN EXPRESS SALES	0.07	5	\$0.35
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		6	\$0.42

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1.26

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$7.00
CNP AVS FEE	\$0.06
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.02
MC LICENSE VOLUME FEE	\$0.03
VISA KILOBYTE FEE	\$0.02
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.02
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
	7.15

\$92.39

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$368,861.52	\$442.63
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$4,376.27	\$0.44
VISA ASSESSMENTS CR	0.13%	\$617,053.88	\$802.17
VISA ASSESSMENTS DB	0.11%	\$404,836.20	\$445.32
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	4,169	\$81.30
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	6	\$0.12
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	6,228	\$121.45
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	5,524	\$85.62
DIGITAL ENABLEMENT FEE	0.01%	\$368,861.52	\$36.89
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$2,015.94
INTERCHANGE			\$21,093.97

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$23,109.91

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	4,198	\$130.14
MASTERCARD CREDITS	0.0310	6	\$0.19
VISA SALES	0.0310	11,791	\$365.52
VISA CREDITS	0.0310	17	\$0.53
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		16,012	\$496.37

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	635	\$44.45
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	1,970	\$137.90
AMERICAN EXPRESS CREDITS	0.07	4	\$0.28
TOTAL ADDITIONAL PAYMENT TYPES		2,609	\$182.63

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$679.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$277.24
CNP AVS FEE	\$31.31
MC FOREIGN HANDLING FEE	\$4.12
VISA FOREIGN HANDLING FEE	\$12.01
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$10.93
MC LICENSE VOLUME FEE	\$18.44
VISA KILOBYTE FEE	\$15.07
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$128,873.00	\$154.65
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$4,042.00	\$0.40
VISA ASSESSMENTS CR	0.13%	\$164,588.00	\$213.96
VISA ASSESSMENTS DB	0.11%	\$75,899.00	\$83.49
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	2,108	\$41.11
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	1	\$0.02
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	2,738	\$53.39
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	1,138	\$17.64
DIGITAL ENABLEMENT FEE	0.01%	\$128,503.00	\$12.85
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$577.51
INTERCHANGE			\$7,337.54

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$7,915.05

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	2,164	\$67.08
MASTERCARD CREDITS	0.0310	1	\$0.03
VISA SALES	0.0310	3,934	\$121.95
VISA CREDITS	0.0310	6	\$0.19
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		6,105	\$189.26

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	93	\$6.51
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	1,307	\$91.49
AMERICAN EXPRESS CREDITS	0.07	5	\$0.35
TOTAL ADDITIONAL PAYMENT TYPES		1,405	\$98.35

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$287.61

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$50.52
CNP AVS FEE	\$15.86
MC FOREIGN HANDLING FEE	\$1.87
VISA FOREIGN HANDLING FEE	\$4.28
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$6.45
MC LICENSE VOLUME FEE	\$6.44
VISA KILOBYTE FEE	\$5.80
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$18,900.00	\$22.68
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$2,520.00	\$0.25
VISA ASSESSMENTS CR	0.13%	\$38,976.00	\$50.67
VISA ASSESSMENTS DB	0.11%	\$3,780.00	\$4.16
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	111	\$2.16
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	313	\$6.10
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	29	\$0.45
DIGITAL ENABLEMENT FEE	0.01%	\$18,900.00	\$1.89
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$88.36

INTERCHANGE \$1,547.95

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS \$1,636.31

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	112	\$3.47
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	356	\$11.04
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		468	\$14.51

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	66	\$4.62
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		66	\$4.62

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$8.87
CNP AVS FEE	\$0.86
MC FOREIGN HANDLING FEE	\$1.42
VISA FOREIGN HANDLING FEE	\$3.19
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.36
MC LICENSE VOLUME FEE	\$0.95
VISA KILOBYTE FEE	\$0.55
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

\$19.13

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$40.00	\$0.05
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$280.00	\$0.36
VISA ASSESSMENTS DB	0.11%	\$40.00	\$0.04
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	1	\$0.02
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	14	\$0.27
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	2	\$0.03
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.77
INTERCHANGE			\$7.94

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$8.71

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	2	\$0.06
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	16	\$0.50
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		18	\$0.56

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	1	\$0.07
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	4	\$0.28
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		5	\$0.35

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.91

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.04
CNP AVS FEE	\$0.01
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.02
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$900.00	\$1.08
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$6,300.00	\$8.19
VISA ASSESSMENTS DB	0.11%	\$1,200.00	\$1.32
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	3	\$0.06
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	20	\$0.39
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	4	\$0.06
DIGITAL ENABLEMENT FEE	0.01%	\$900.00	\$0.09
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$11.19
INTERCHANGE			\$184.98

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$196.17

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	3	\$0.09
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	24	\$0.74
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		27	\$0.84

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07		\$0.00
DISCOVER CREDITS	0.07		\$0.00
AMERICAN EXPRESS SALES	0.07	14	\$0.98
AMERICAN EXPRESS CREDITS	0.07		\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		14	\$0.98

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1.82

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.03
CNP AVS FEE	\$0.02
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.01
MC LICENSE VOLUME FEE	\$0.05
VISA KILOBYTE FEE	\$0.04
VISA ZERO FLOOR LIMIT FEE	\$0.00

**STATE NOTARY
SERVICE COSTS**

DUES AND ASSESSMENTS

**MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS**

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

**MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS**

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

**DISCOVER SALES
DISCOVER CREDITS**

**AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS**

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$58,280.00
0.01%	\$7,680.00
0.13%	\$2,600.00
0.11%	\$2,160.00
0.0195	192
0.0195	0
0.0195	63
0.0155	49
0.01%	\$58,280.00
0.10	0

RATE	NUMBER OF TRANSACTIONS
0.0310	190
0.0310	0
0.0310	119
0.0310	0
	309

RATE	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$69.94
\$0.77
\$3.38
\$2.38
\$3.74
\$0.00
\$1.23
\$0.76
\$5.83
\$0.00
\$88.03

\$1,752.66

\$1,840.69

AMOUNT

\$5.89
\$0.00
\$3.69
\$0.00

\$9.58

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$9.58

\$0.98

\$1.44

\$0.00

\$0.00

\$0.00

\$0.58

\$2.91

\$0.15

\$0.00

\$0.00

\$0.00

\$0.00

\$0.46

\$0.00

\$0.00

\$0.00

6.52

\$1,856.79

DUES AND ASSESSMENTS

	RATE	NET SALES VOLUME	AMOUNT
MASTERCARD Sales Discount	2.300%	\$205,360.00	\$4,723.28
VISA Sales Discount	2.300%	\$543,710.00	\$12,505.33
MC Debit Sales Discount	2.300%	\$101,110.00	\$2,325.53
VISA Debit Sales Discount	2.300%	\$385,570.00	\$8,868.11
Refund MC Returns Discount	2.300%	(\$30.00)	(\$0.69)
Refund MC Debit Return Discount	2.300%	(\$20.00)	(\$0.46)
Refund VISA Returns Discount	2.300%	(\$170.00)	(\$3.91)
Refund VISA Debit Return Discount	2.300%	(\$160.00)	(\$3.68)
MASTERCARD assessments	0.12%	\$306,470.00	\$367.76
VISA ASSESSMENTS CR	0.13%	\$543,710.00	\$706.82
VISA ASSESSMENTS DB	0.11%	\$385,570.00	\$424.13
VISA TRANSACTION INTEGRITY FEE	0.1	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	35,490	\$692.06
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	34,703	\$537.90
			\$31,142.17

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

	NUMBER OF TRANSACTIONS	AMOUNT
MasterCard debits	24,550	
MasterCard credits	5	
Visa Debits	70,854	
Visa Credits	29	
	95,438	\$31,142.17

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	6,123	\$428.61
DISCOVER CREDITS	0.07	6	\$0.42
AMERICAN EXPRESS SALES	0.07	7,976	\$558.32
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		14,105	\$987.35

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$987.35

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$346.95
CNP AVS FEE	\$182.78
MC FOREIGN HANDLING FEE	\$4.08
VISA FOREIGN HANDLING FEE	\$13.68
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$63.18
MC LICENSE VOLUME FEE	\$15.32
VISA KILOBYTE FEE	\$90.50
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

STATE POLICE BUREAU OF RECORDS AND IDS
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD Sales Discount
VISA Sales Discount
MC Debit Sales Discount
VISA Debit Sales Discount
Refund MC Returns Discount
Refund MC Debit Return Discount
Refund VISA Returns Discount
Refund VISA Debit Return Discount
MASTERCARD assessments
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MasterCard debits
MasterCard credits
Visa Debits
Visa Credits

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255

NETWORK FEES

\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	NET SALES VOLUME
2.300%	\$550.00
2.300%	\$3,878.00
2.300%	\$288.00
2.300%	\$1,822.00
2.300%	\$0.00
2.300%	\$0.00
2.300%	\$0.00
2.300%	\$0.00
0.12%	\$838.00
0.13%	\$3,878.00
0.11%	\$1,822.00
0.0195	10
0.0155	33

NUMBER OF TRANSACTIONS
4
0
41
0
45

NUMBER OF TRANSACTIONS	
0.07	1
0.07	0
0.07	2
0.07	0
	3

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	

\$0.0065

\$0.0425

0

\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MC ASSESSMENTS
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
VISA ASSESSMENTS

Jun - 2015

AMOUNT

\$12.65
\$89.19
\$6.62
\$41.91
\$0.00
\$0.00
\$0.00
\$0.00
\$1.01
\$5.04
\$2.00
\$0.20
\$0.51
\$159.13

\$159.13

\$0.07
\$0.00

\$0.14
\$0.00

\$0.21

AMOUNT

\$0.00
\$0.00

\$0.00

\$0.00

\$0.21

\$3.05

\$0.03

\$0.00

\$0.00

\$0.00

\$0.01

\$0.04

\$0.06

\$0.00

\$0.00

\$0.00

\$0.00

\$0.01

\$0.08

\$0.00

\$0.00

3.28

\$162.62

DPW Children & Youth Services
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$275,050.00
0.01%	\$32,000.00
0.13%	\$493,460.00
0.11%	\$302,740.00
0.0195	19,882
0.0195	15
0.0195	26,079
0.0155	29,502
0.01%	\$275,050.00
0.10	0

RATE	NUMBER OF TRANSACTIONS
0.0310	20,030
0.0310	15
0.0310	55,880
0.0310	66
	75,991

RATE	NUMBER OF TRANSACTIONS
0.07	5,471
0.07	6
0.07	4,456
0.07	3
	9,936

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$330.06

\$3.20

\$641.50

\$333.01

\$387.70

\$0.29

\$508.54

\$457.28

\$27.51

\$0.00

\$2,689.09

\$25,369.76

\$28,058.85

AMOUNT

\$620.93

\$0.47

\$1,732.28

\$2.05

\$2,355.72

\$382.97

\$0.42

\$311.92

\$0.21

\$695.52

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$3,051.24

\$120.00

\$149.68

\$4.93

\$15.29

\$0.00

\$50.57

\$13.75

\$69.19

\$0.00

\$0.00

\$165.00

\$49.74

\$0.00

\$0.00

\$0.00

\$0.00

\$638.15

\$31,748.24

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$0.00	\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$0.00	\$0.00
VISA ASSESSMENTS DB	0.11%	\$0.00	\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	0	\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	0	\$0.00
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00
INTERCHANGE			\$0.00

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$3,095.13	\$3.71
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$4,179.36	\$5.43
VISA ASSESSMENTS DB	0.11%	\$7,541.90	\$8.30
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	96	\$1.87
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	126	\$2.46
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	195	\$3.02
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	101	\$10.10
TOTAL DUES AND ASSESSMENTS			\$34.89
INTERCHANGE			\$251.99

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$286.88

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	95	\$2.95
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	330	\$10.23
VISA CREDITS	0.0310	6	\$0.19
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		431	\$13.36

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	25	\$1.75
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	19	\$1.33
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		44	\$3.08

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$16.44

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.15
MC LICENSE VOLUME FEE	\$0.15
VISA KILOBYTE FEE	\$0.41
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$243.12	\$0.29
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$215.00	\$0.28
VISA ASSESSMENTS DB	0.11%	\$555.19	\$0.61
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	35	\$0.68
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	32	\$0.62
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	72	\$1.12
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	70	\$7.00
TOTAL DUES AND ASSESSMENTS			\$10.60

INTERCHANGE			\$35.34
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I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS **\$45.94**

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	34	\$1.05
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	103	\$3.19
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		137	\$4.25

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	2	\$0.14
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	9	\$0.63
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		11	\$0.77

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255					\$0.00
DEBIT CARD CREDITS	0.0255					\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425			\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES **\$5.02**

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.05
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.13
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

FISH & BOAT COMMISSION
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$21.70
0.01%	\$0.00
0.13%	\$63.00
0.11%	\$125.40
0.0195	1
0.0195	0
0.0195	2
0.0155	3
0.01%	\$0.00
0.10	0

RATE	NUMBER OF TRANSACTIONS
0.0310	1
0.0310	0
0.0310	5
0.0310	0
	6

RATE	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Dec - 2014

AMOUNT

\$0.03
\$0.00
\$0.08
\$0.14
\$0.02
\$0.00
\$0.04
\$0.05
\$0.00
\$0.00
\$0.36

\$2.49

\$2.85

AMOUNT

\$0.03
\$0.00
\$0.16
\$0.00

\$0.19

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$0.19

\$2.90

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.01

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

2.91

\$5.95

FISH & BOAT COMMISSION
SERVICE COSTS

DUES AND ASSESSMENTS

I. TOTAL INTERCHANGE AND DUES AND ASSESSMEN

MASTERCARD AND VISA CREDIT CARD TRANSACTIC

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

ITS

ON PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE	

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	
		0		\$0.00
		0		\$0.00
\$0.0065	\$0.0425	0	\$0.00	\$0.00
				\$0.00

	\$0.65
FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.01
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.02
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
	2.94

\$15.13

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$13,441.67	\$16.13
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$28,207.69	\$36.67
VISA ASSESSMENTS DB	0.11%	\$18,790.91	\$20.67
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	330	\$6.44
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	3	\$0.06
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	562	\$10.96
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	487	\$7.55
DIGITAL ENABLEMENT FEE	0.01%	\$7,000.00	\$0.70
VISA TRANSACTION INTEGRITY FEE	0.10	1	\$0.10
TOTAL DUES AND ASSESSMENTS			\$99.28
INTERCHANGE			\$859.29

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$958.57

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	335	\$10.39
MASTERCARD CREDITS	0.0310	3	\$0.09
VISA SALES	0.0310	1,041	\$32.27
VISA CREDITS	0.0310	2	\$0.06
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		1,381	\$42.81

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	107	\$7.49
DISCOVER CREDITS	0.07	1	\$0.07
AMERICAN EXPRESS SALES	0.07	46	\$3.22
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		154	\$10.78

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			7		\$0.18
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425		\$367.60	\$3.37
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$3.55

II. TOTAL TRANSACTION PROCESSING FEES

\$57.14

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$32.40
CNP AVS FEE	\$1.57
MC FOREIGN HANDLING FEE	\$0.25
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.71
MC LICENSE VOLUME FEE	\$0.68
VISA KILOBYTE FEE	\$1.28
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00

Dept of Community and Economic Development
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$150.00
0.01%	\$0.00
0.13%	\$500.00
0.11%	\$0.00
0.0195	1
0.0195	1
0.0195	3
0.0155	0
0.01%	\$150.00
0.10	0

RATE	NUMBER OF TRANSACTIONS
0.0310	1
0.0310	1
0.0310	3
0.0310	0
	5

RATE	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$0.18
\$0.00
\$0.65
\$0.00
\$0.02
\$0.02
\$0.06
\$0.00
\$0.02
\$0.00
\$0.95

\$9.02

\$9.97

AMOUNT

\$0.03
\$0.03
\$0.09
\$0.00

\$0.16

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$0.16

\$0.43

\$0.01

\$0.00

\$0.00

\$0.00

\$0.01

\$0.01

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.46

\$10.13

DCED BSLTQ
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

I. TOTAL INTERC|INTERCHANGE

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

RATE PER ITEM

DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	
0.01%	
0.13%	
0.11%	
0.0195	
0.0195	
0.0195	
0.0155	
0.01%	
0.10	

RATE	NUMBER OF TRANSACTIONS
0.0310	0
0.0310	0
0.0310	0
0.0310	0
	0

	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS MANAGEMENT FEE NUMBER OF TRANSACTIONS NET VOLUME

\$0.0065

\$0.0425

0
0
0

\$0.00

FANF

cnp avs fee

v kilobyte fee

mc kilobyte fee

mc license vol fee

Jun - 2015

AMOUNT

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00



\$0.00

AMOUNT

\$0.00
\$0.00
\$0.00
\$0.00

\$0.00

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00
\$0.00

\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$16,906,216.67	\$20,287.46
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$2,633,500.00	\$263.35
VISA ASSESSMENTS CR	0.13%	\$23,984,761.54	\$31,180.19
VISA ASSESSMENTS DB	0.11%	\$10,910,254.55	\$12,001.28
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	328,489	\$6,405.54
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	762	\$14.86
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	444,589	\$8,669.49
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	330,704	\$5,125.91
DIGITAL ENABLEMENT FEE	0.01%	\$52,400.00	\$5.24
VISA TRANSACTION INTEGRITY FEE	0.10	2,110	\$211.00
TOTAL DUES AND ASSESSMENTS			\$84,164.32

INTERCHANGE \$933,963.13

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS \$1,018,127.45

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0200	318,430	\$6,368.60
MASTERCARD CREDITS	0.0200	763	\$15.26
VISA SALES	0.0200	748,454	\$14,969.08
VISA CREDITS	0.0200	1,792	\$35.84

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING \$21,388.78

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.040	83,503	\$3,340.12
DISCOVER CREDITS	0.040	205	\$8.20
AMERICAN EXPRESS SALES	0.040	135,544	\$5,421.76
AMERICAN EXPRESS CREDITS	0.040	403	\$16.12

TOTAL ADDITIONAL PAYMENT TYPES \$8,786.20

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0155			1,438,297		\$22,293.60
DEBIT CARD CREDITS	0.0155			616		
NETWORK FEES			Refer to PLCB PNCMS tab for Debit Network Detail		\$42,810,819.70	\$474,091.12
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE					0	\$496,384.72

II. TOTAL TRANSACTION PROCESSING FEES \$526,559.70

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$19,448.67
CNP AVS FEE	\$3.48
MC FOREIGN HANDLING FEE	\$536.14
VISA FOREIGN HANDLING FEE	\$1,120.61
MC ACQUIRER AVS BILLING	\$8.41
MASTERCARD KILOBYTE FEE	\$483.87
MC LICENSE VOLUME FEE	\$845.40
VISA KILOBYTE FEE	\$918.03
VISA ZERO FLOOR LIMIT FEE	\$0.03
VISA ZERO AMT FEE	\$25.20

IV. ADDITIONAL SERVICE COSTS

PA LIQUOR CONTROL BOARD

INVOICE TO:

MR. PETER NETZNIK
PENNSYLVANIA LIQUOR CONTROL BOARD
COMMONWEALTH OF PENNSYLVANIA
ROOM 312
NORTHWEST OFFICE BUILDING
HARRISBURG, PA 17124

INVOICE FROM:

PNC MERCHANT SERVICES COMPANY
FED. Tax ID
ONE PNC PLAZA
P1-POPP-11-2
249 FIFTH AVENUE
PITTSBURGH, PA 15222-2707
ATTN: Merchant Services Finance

INVOICE MONTH:

Jan 2015

INVOICE DATE:

16-Jul-15

INVOICE AMOUNT:

\$1,569,600.60

I. INTERCHANGE/DUES AND ASSESSMENTS	\$1,018,127.45
II. TRANSACTION PROCESSING FEES	\$526,559.70
III. ADDITIONAL SERVICE COSTS	\$24,563.45
VI. CONFIRMATION FILE	\$350.00

TOTAL INVOICE

\$1,569,600.60

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$92,325.00	\$110.79
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$2,200.00	\$0.22
VISA ASSESSMENTS CR	0.13%	\$93,890.00	\$122.06
VISA ASSESSMENTS DB	0.11%	\$109,520.00	\$120.47
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	129	\$2.52
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	136	\$2.65
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	161	\$2.50
DIGITAL ENABLEMENT FEE	0.01%	\$92,325.00	\$9.23
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$370.44

INTERCHANGE \$4,783.85

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS \$5,154.29

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	140	\$4.34
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	305	\$9.46
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		445	\$13.80

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	27	\$1.89
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	86	\$6.02
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		113	\$7.91

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$21.71
CNP AVS FEE	\$82.10
MC FOREIGN HANDLING FEE	\$0.97
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.39
VISA KILOBYTE FEE	\$4.62
	\$0.44

PLCB ADMINISTRATIVE LAW JUDGE
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$9,825.00
0.01%	\$7,400.00
0.13%	\$14,800.00
0.11%	\$27,575.00
0.0195	12
0.0195	0
0.0195	19
0.0155	34
0.01%	\$9,825.00
0.10	0

RATE	NUMBER OF TRANSACTIONS
0.0310	12
0.0310	0
0.0310	51
0.0310	0
	63

RATE	NUMBER OF TRANSACTIONS
0.07	2
0.07	0
0.07	7
0.07	0
	9

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
 refund sales tax
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
 refund terminal rebates

Jun - 2015

AMOUNT

\$11.79

\$0.74

\$19.24

\$30.33

\$0.23

\$0.00

\$0.37

\$0.53

\$0.98

\$0.00

\$64.21

\$657.50

\$721.71

AMOUNT

\$0.37

\$0.00

\$1.58

\$0.00

\$1.95

\$0.14

\$0.00

\$0.49

\$0.00

\$0.63

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$2.58

\$13.22

\$0.09

\$0.00

\$0.00

\$0.00

\$0.04

\$0.49

\$0.07

\$0.00

\$0.00

\$0.00

\$0.00

\$0.03

\$0.00

\$0.00

\$0.00

13.94

738.23

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$86,768.91	\$104.12
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$86,768.91	\$8.68
VISA ASSESSMENTS CR	0.13%	\$0.00	\$0.00
VISA ASSESSMENTS DB	0.11%	\$0.00	\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	4	\$0.08
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	0	\$0.00
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$112.88
INTERCHANGE			\$2,381.37

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$2,494.25

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0200	4	\$0.08
MASTERCARD CREDITS	0.0200		\$0.00
VISA SALES	0.0200		\$0.00
VISA CREDITS	0.0200		\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		4	\$0.08

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.04	0	\$0.00
DISCOVER CREDITS	0.04	0	\$0.00
AMERICAN EXPRESS SALES	0.04	0	\$0.00
AMERICAN EXPRESS CREDITS	0.04	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425		\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.08

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$32.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.01
MC LICENSE VOLUME FEE	\$4.34
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
refund sales tax payable/FDGG API setup	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
refund terminal FDGG API set up fee	\$0.00
TOTAL	\$36.35

\$2,530.68

PA Board of Pardons
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$176.00
0.01%	\$0.00
0.13%	\$144.00
0.11%	\$512.00
0.0195	22
0.0195	0
0.0195	21
0.0155	65
0.01%	\$176.00
0.10	0

RATE	NUMBER OF TRANSACTIONS
0.0310	22
0.0310	0
0.0310	82
0.0310	0
	104

RATE	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

- FANF FEE
- CNP AVS FEE
- MC FOREIGN HANDLING FEE
- VISA FOREIGN HANDLING FEE
- MC ACQUIRER AVS BILLING
- MASTERCARD KILOBYTE FEE
- MC LICENSE VOLUME FEE
- VISA KILOBYTE FEE
- VISA ZERO FLOOR LIMIT FEE
- VISA ZERO AMT FEE
- CHARGEBACK FEE
- refund sales tax payable/FDGG API setup
- MC CVC2 TRANSACTION FEE
- STAR NETWORK ANNUAL FEE
- PULSE NETWORK ANNUAL FEE
- refund terminal FDGG API set up fee

Jun - 2015

AMOUNT

\$0.21
\$0.00
\$0.19
\$0.56
\$0.43
\$0.00
\$0.41
\$1.01
\$0.02
\$0.00
\$2.83

\$22.83

\$25.66

AMOUNT

\$0.68
\$0.00
\$2.54
\$0.00

\$3.22

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$3.22

\$0.94

\$0.00

\$0.00

\$0.00

\$0.00

\$0.03

\$0.01

\$0.10

\$0.00

\$0.00

\$0.00

\$0.00

\$0.06

\$0.00

\$0.00

\$0.00

1.14

\$30.02

PHMC Sites
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$17,526.50
0.01%	\$0.00
0.13%	\$25,012.00
0.11%	\$22,585.00
0.0195	594
0.0195	1
0.0195	902
0.0155	957
0.01%	\$0.00
0.10	6

RATE	NUMBER OF TRANSACTIONS
0.0310	608
0.0310	1
0.0310	1,779
0.0310	2
	2,390

RATE	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

- FANF FEE**
- CNP AVS FEE**
- MC FOREIGN HANDLING FEE**
- VISA FOREIGN HANDLING FEE**
- MC ACQUIRER AVS BILLING**
- MASTERCARD KILOBYTE FEE**
- MC LICENSE VOLUME FEE**
- VISA KILOBYTE FEE**
- VISA ZERO FLOOR LIMIT FEE**
- VISA ZERO AMT FEE**
- CHARGEBACK FEE**
- MONTHLY SERVICE CHARGE**
- MC CVC2 TRANSACTION FEE**
- STAR NETWORK ANNUAL FEE**
- PULSE NETWORK ANNUAL FEE**
- MISC- NOT ABOVE**

Jun - 2015

AMOUNT

\$21.03
\$0.00
\$32.52
\$24.84
\$11.58
\$0.02
\$17.59
\$14.83
\$0.00
\$0.60
\$123.01

\$1,122.65

\$1,245.66

AMOUNT

\$18.85
\$0.03
\$55.15
\$0.06

\$74.09

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$74.09

\$2.90

\$0.00

\$5.51

\$7.04

\$0.00

\$0.96

\$0.88

\$2.19

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

19.48

\$1,339.23

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00
INTERCHANGE			

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$174.94	\$0.21
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$192.50	\$0.25
VISA ASSESSMENTS DB	0.11%	\$204.08	\$0.22
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	3	\$0.06
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	7	\$0.14
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	10	\$0.16
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$1.04
INTERCHANGE			\$10.63

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$11.67

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	3	\$0.09
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	16	\$0.50
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		19	\$0.59

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	3	\$0.21
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		3	\$0.21

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.80

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.02
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$1,230.96	\$1.48
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$654.72	\$0.85
VISA ASSESSMENTS DB	0.11%	\$493.21	\$0.54
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	22	\$0.43
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	28	\$0.55
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	21	\$0.33
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$4.18
INTERCHANGE			\$31.55

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$35.73

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	21	\$0.65
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	43	\$1.33
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		64	\$1.98

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	5	\$0.35
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		5	\$0.35

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$2.33

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.90
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.03
MC LICENSE VOLUME FEE	\$0.06
VISA KILOBYTE FEE	\$0.05
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$195.00	\$0.23
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$450.00	\$0.59
VISA ASSESSMENTS DB	0.11%	\$120.00	\$0.13
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	10	\$0.20
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	29	\$0.57
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	7	\$0.11
DIGITAL ENABLEMENT FEE	0.01%	\$195.00	\$0.02
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$1.85
INTERCHANGE			\$22.56

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$24.41

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	11	\$0.34
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	36	\$1.12
VISA CREDITS	0.0310	1	\$0.03
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		48	\$1.49

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1.49

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.26
CNP AVS FEE	\$0.08
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.02
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.06
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$36,841.55	\$44.21
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$45,133.00	\$58.67
VISA ASSESSMENTS DB	0.11%	\$26,040.45	\$28.64
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	331	\$6.45
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	405	\$7.90
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	237	\$3.67
DIGITAL ENABLEMENT FEE	0.01%	\$36,841.55	\$3.68
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$153.22

INTERCHANGE \$1,370.63

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS \$1,523.85

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	330	\$10.23
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	659	\$20.43
VISA CREDITS	0.0310	3	\$0.09
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		992	\$30.75

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	127	\$8.89
DISCOVER CREDITS	0.07	1	\$0.07
AMERICAN EXPRESS SALES	0.07	93	\$6.51
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		221	\$15.47

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$46.22

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$12.32
CNP AVS FEE	\$2.48
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.82
MC LICENSE VOLUME FEE	\$1.84
VISA KILOBYTE FEE	\$0.79
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$23,400.00	\$28.08
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$5,950.00	\$0.60
VISA ASSESSMENTS CR	0.13%	\$104,850.00	\$136.31
VISA ASSESSMENTS DB	0.11%	\$14,850.00	\$16.34
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	99	\$1.93
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	5	\$0.10
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	211	\$4.11
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	80	\$1.24
DIGITAL ENABLEMENT FEE	0.01%	\$23,400.00	\$2.34
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$191.05

INTERCHANGE \$2,951.38

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$3,142.43

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	3.100%	101	\$3.13
MASTERCARD CREDITS	3.100%	5	\$0.16
VISA SALES	3.100%	286	\$8.87
VISA CREDITS	3.100%	6	\$0.19
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		398	\$12.34

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	7.000%	7	\$0.49
DISCOVER CREDITS	7.000%	0	\$0.00
AMERICAN EXPRESS SALES	7.000%	72	\$5.04
AMERICAN EXPRESS CREDITS	7.000%	5	\$0.35
TOTAL ADDITIONAL PAYMENT TYPES		84	\$5.88

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PEF	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	IET VOLUME	AMOUNT
DEBIT CARD SALES	##			0		\$0.00
DEBIT CARD CREDITS	##			0		\$0.00
NETWORK FEES	##	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$18.22

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$35.06
CNP AVS FEE	\$0.74
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.32
MC LICENSE VOLUME FEE	\$1.17
VISA KILOBYTE FEE	\$0.45
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.25
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
TOTAL	\$37.99

\$3,198.64

DEP MINE LICENSE
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$0.00
0.01%	\$0.00
0.13%	\$4,750.00
0.11%	\$0.00
0.0195	0
0.0195	0
0.0195	4
0.0155	0
0.01%	\$0.00
0.10	0

RATE	NUMBER OF TRANSACTIONS
0.0310	
0.0310	
0.0310	4
0.0310	
	4

	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$0.00
\$0.00
\$6.18
\$0.00
\$0.00
\$0.00
\$0.08
\$0.00
\$0.00
\$0.00
\$6.26

\$98.67

\$104.93

AMOUNT

\$0.00
\$0.00
\$0.12
\$0.00

\$0.12

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$0.12

\$2.33

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.01

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

2.34

\$107.39

DEP OIL & GAS MANAGEMENT
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

**DEBIT CARD SALES
DEBIT CARD CREDITS
NETWORK FEES**

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$0.00
0.01%	\$0.00
0.13%	\$10,500.00
0.11%	\$0.00
0.0195	0
0.0195	0
0.0195	2
0.0155	0
0.01%	\$0.00
0.10	0

RATE	NUMBER OF TRANSACTIONS
3.100%	
3.100%	
3.100%	2
3.100%	
	2

RATE	NUMBER OF TRANSACTIONS
7.000%	0
7.000%	0
7.000%	0
7.000%	0
	0

RATE PER	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
###			0	
###			0	
0.1	\$0.0065	\$0.0425	0	\$0.00

FANF FEE
 CNP AVS FEE
 MC FOREIGN HANDLING FEE
 VISA FOREIGN HANDLING FEE
 MC ACQUIRER AVS BILLING
 MASTERCARD KILOBYTE FEE
 MC LICENSE VOLUME FEE
 VISA KILOBYTE FEE
 VISA ZERO FLOOR LIMIT FEE
 VISA ZERO AMT FEE
 CHARGEBACK FEE
 MONTHLY SERVICE CHARGE
 MC CVC2 TRANSACTION FEE
 STAR NETWORK ANNUAL FEE
 PULSE NETWORK ANNUAL FEE
 adj for electronic deposit rejects

Jun - 2015

AMOUNT

\$0.00

\$0.00

\$13.65

\$0.00

\$0.00

\$0.00

\$0.04

\$0.00

\$0.00

\$0.00

\$13.69

\$278.45

\$292.14

AMOUNT

\$0.00

\$0.00

\$0.06

\$0.00

\$0.06

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

AMOUNT

E

\$0.00

\$0.00

\$0.00

\$0.00

\$0.06

\$7.35

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

7.35

\$299.55

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$518,437.50	\$622.13
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$25,368.94	\$2.54
VISA ASSESSMENTS CR	0.13%	\$725,056.23	\$942.57
VISA ASSESSMENTS DB	0.11%	\$550,222.69	\$605.24
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	6,246	\$121.80
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	1,425	\$27.79
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	7,956	\$155.14
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	8,244	\$127.78
DIGITAL ENABLEMENT FEE	0.01%	\$518,437.60	\$51.84
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$2,656.83
INTERCHANGE			\$27,380.95

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$30,037.78

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	6,154	\$190.77
MASTERCARD CREDITS	0.0310	1,438	\$44.58
VISA SALES	0.0310	15,939	\$494.11
VISA CREDITS	0.0310	3,675	\$113.93
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		27,206	\$843.39

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	1,725	\$120.75
DISCOVER CREDITS	0.07	400	\$28.00
AMERICAN EXPRESS SALES	0.07	1,133	\$79.31
AMERICAN EXPRESS CREDITS	0.07	351	\$24.57
TOTAL ADDITIONAL PAYMENT TYPES		3,609	\$252.63

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	MANAGEMENT BPS	FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1,096.02

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$350.00
CNP AVS FEE	\$47.24
MC FOREIGN HANDLING FEE	\$44.25
VISA FOREIGN HANDLING FEE	\$64.99
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$18.64
MC LICENSE VOLUME FEE	\$25.92
VISA KILOBYTE FEE	\$23.58

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$1,460.00	\$1.75
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$5,120.00	\$6.66
VISA ASSESSMENTS DB	0.11%	\$900.00	\$0.99
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	18	\$0.35
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	46	\$0.90
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	10	\$0.16
DIGITAL ENABLEMENT FEE	0.01%	\$1,460.00	\$0.15
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$10.96
INTERCHANGE			\$158.54

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$169.50

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	16	\$0.50
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	56	\$1.74
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		72	\$2.23

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	7	\$0.49
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		7	\$0.49

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$2.72

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$4.96
CNP AVS FEE	\$0.14
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00

I. TOTAL INTERCI INTERCHANGE

\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	MANAGEMENT BPS	FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	###	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$39,749.12	\$47.70
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$2,520.74	\$0.25
VISA ASSESSMENTS CR	0.13%	\$49,990.84	\$64.99
VISA ASSESSMENTS DB	0.11%	\$27,906.66	\$30.70
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	571	\$11.13
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	2	\$0.04
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	760	\$14.82
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	587	\$9.10
DIGITAL ENABLEMENT FEE	0.01%	\$39,749.12	\$3.97
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$182.70
INTERCHANGE			\$2,015.22

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$2,197.92

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	574	17.79
MASTERCARD CREDITS	0.0310	2	0.06
VISA SALES	0.0310	1,356	42.04
VISA CREDITS	0.0310	13	0.40
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		1945	60.30

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	0.00
DISCOVER CREDITS	0.07	0	0.00
AMERICAN EXPRESS SALES	0.07	0	0.00
AMERICAN EXPRESS CREDITS	0.07	0	0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0.00		0.00
DEBIT CARD CREDITS	0.0255			0.00		0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425		0.00	0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						0.00

II. TOTAL TRANSACTION PROCESSING FEES

60.30

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$40.04
CNP AVS FEE	\$4.28
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$1.56
MC LICENSE VOLUME FEE	\$1.99
VISA KILOBYTE FEE	\$1.80
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$15.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00

I. TOTAL INTERC INTERCHANGE

\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	0	\$0.00
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	0	\$0.00
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	0	\$0.00
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	0	\$0.00
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.00
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

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DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$790.00	\$0.95
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$1,395.00	\$1.81
VISA ASSESSMENTS DB	0.11%	\$135.00	\$0.15
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	9	\$0.18
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	15	\$0.29
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	6	\$0.09
DIGITAL ENABLEMENT FEE	0.01%	\$790.00	\$0.08
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$3.55
INTERCHANGE			\$59.25

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$62.80

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	9	\$0.28
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	20	\$0.62
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		29	\$0.90

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07		\$0.00
DISCOVER CREDITS	0.07		\$0.00
AMERICAN EXPRESS SALES	0.07	7	\$0.49
AMERICAN EXPRESS CREDITS	0.07		\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		7	\$0.49

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1.39

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$0.31
CNP AVS FEE	\$0.07
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.02
MC LICENSE VOLUME FEE	\$0.04
VISA KILOBYTE FEE	\$0.03
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$13,854.00	\$16.62
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$1,160.00	\$0.12
VISA ASSESSMENTS CR	0.13%	\$20,180.00	\$26.23
VISA ASSESSMENTS DB	0.11%	\$5,750.00	\$6.33
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	53	\$1.03
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	75	\$1.46
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	38	\$0.59
DIGITAL ENABLEMENT FEE	0.01%	\$13,854.00	\$1.39
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$53.77

INTERCHANGE			\$831.92
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I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$885.69

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	53	\$1.64
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	110	\$3.41
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		163	\$5.05

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	2	\$0.14
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	26	\$1.82
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		28	\$1.96

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$7.01

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$33.84
CNP AVS FEE	\$0.40
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.16
MC LICENSE VOLUME FEE	\$0.69
VISA KILOBYTE FEE	\$0.18
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

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DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$4,760.00	\$5.71
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$11,220.00	\$14.59
VISA ASSESSMENTS DB	0.11%	\$805.00	\$0.89
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	55	\$1.07
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	85	\$1.66
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	26	\$0.40
DIGITAL ENABLEMENT FEE	0.01%	\$4,760.00	\$0.48
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$24.80
INTERCHANGE			\$426.62

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$451.42

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	55	\$1.71
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	112	\$3.47
VISA CREDITS	0.0310	1	\$0.03
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		168	\$5.21

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07		\$0.00
DISCOVER CREDITS	0.07		\$0.00
AMERICAN EXPRESS SALES	0.07	65	\$4.55
AMERICAN EXPRESS CREDITS	0.07	1	\$0.07
TOTAL ADDITIONAL PAYMENT TYPES		66	\$4.62

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$9.83

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$8.35
CNP AVS FEE	\$0.41
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.95
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.13
MC LICENSE VOLUME FEE	\$0.24
VISA KILOBYTE FEE	\$0.17
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$200.00	\$0.24
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$500.00	\$0.65
VISA ASSESSMENTS DB	0.11%	\$600.00	\$0.66
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	2	\$0.04
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	4	\$0.08
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	5	\$0.08
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$1.75
INTERCHANGE			\$19.04

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$20.79

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	2	\$0.06
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	9	\$0.28
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		11	\$0.34

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	1	\$0.07
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	3	\$0.21
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		4	\$0.28

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.62

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.50
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.01
VISA KILOBYTE FEE	\$0.01
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

HEALTH TANNING BEDS
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERC|INTERCHANGE

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.120

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	
0.01%	
0.13%	
0.11%	
0.0195	
0.0195	
0.0195	
0.0155	
0.01%	
0.10	

RATE	NUMBER OF TRANSACTIONS
0.0310	0
0.0310	0
0.0310	0
0.0310	0
	0

RATE	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	0
0.07	0
	0

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00



\$0.00

AMOUNT

\$0.00
\$0.00
\$0.00
\$0.00

\$0.00

\$0.00
\$0.00

\$0.00
\$0.00

\$0.00

AMOUNT

\$0.00

\$0.00

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\$0.00

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\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

0.00

\$0.00

AGRICULTURE FARM SHOW COMPLEX
SERVICE COSTS

Jun - 2015

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310		\$0.00
MASTERCARD CREDITS	0.0310		\$0.00
VISA SALES	0.0310		\$0.00
VISA CREDITS	0.0310		\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07		\$0.00
DISCOVER CREDITS	0.07		\$0.00
AMERICAN EXPRESS SALES	0.07		\$0.00
AMERICAN EXPRESS CREDITS	0.07		\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$1.54
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.00
MC LICENSE VOLUME FEE	\$0.00
VISA KILOBYTE FEE	\$0.00
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00
CHARGEBACK FEE	\$0.00
MONTHLY SERVICE CHARGE	\$0.00
MC CVC2 TRANSACTION FEE	\$0.00
STAR NETWORK ANNUAL FEE	\$0.00
PULSE NETWORK ANNUAL FEE	\$0.00
MISC- NOT ABOVE	\$0.00
TOTAL	1.54

\$1.54

AGRICULTURE PA PLANTS
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$7,710.00
0.01%	\$1,000.00
0.13%	\$30,385.77
0.11%	\$7,035.00
0.0195	68
0.0195	0
0.0195	117
0.0155	46
0.01%	\$7,710.00
0.10	0

RATE	NUMBER OF TRANSACTIONS
0.0310	72
0.0310	0
0.0310	167
0.0310	0
	239

RATE	NUMBER OF TRANSACTIONS
0.07	6
0.07	0
0.07	24
0.07	0
	30

MANAGEMENT

NUMBER OF

BPS	FEE	TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Oct - 2011

AMOUNT

\$9.25
\$0.10
\$39.50
\$7.74
\$1.33
\$0.00
\$2.28
\$0.71
\$0.77
\$0.00
\$61.68

\$1,053.15

\$1,114.83

AMOUNT

\$2.23
\$0.00
\$5.18
\$0.00

\$7.41

\$0.42
\$0.00

\$1.68
\$0.00

\$2.10

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$9.51

\$38.00

\$0.00

\$1.27

\$15.67

\$0.00

\$0.16

\$0.39

\$0.24

\$0.00

\$0.00

\$0.00

\$0.00

\$0.18

\$0.00

\$0.00

\$0.00

\$55.91

\$1,180.25

AGRICULTURE Veterinary Labs
SERVICE COSTS

DUES AND ASSESSMENTS

MASTERCARD ASSESSMENTS
MASTERCARD ASSESSMENTS TRANS AMT >\$1K
VISA ASSESSMENTS CR
VISA ASSESSMENTS DB
MASTERCARD NETWORK ACCESS AUTH FEE
MASTERCARD NETWORK ACCESS SETTLEMENT FEE
VISA ACQUIRER PROCESSOR FEE CREDIT
VISA ACQUIRER PROCESSOR FEE DB/PP
DIGITAL ENABLEMENT FEE
VISA TRANSACTION INTEGRITY FEE
TOTAL DUES AND ASSESSMENTS

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

MASTERCARD SALES
MASTERCARD CREDITS
VISA SALES
VISA CREDITS

TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING

DISCOVER/AMEX TRANSACTION PROCESSING FEE

DISCOVER SALES
DISCOVER CREDITS

AMERICAN EXPRESS SALES
AMERICAN EXPRESS CREDITS

TOTAL ADDITIONAL PAYMENT TYPES

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM
DEBIT CARD SALES	0.0255
DEBIT CARD CREDITS	0.0255
NETWORK FEES	\$0.1200

TOTAL DEBIT CARD TRANSACTION PROCESSING FEE

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

RATE	GROSS SALES VOLUME
0.12%	\$1,572.75
0.01%	\$0.00
0.13%	\$4,630.20
0.11%	\$462.00
0.0195	9
0.0195	0
0.0195	14
0.0155	6
0.01%	\$0.00
0.10	0

RATE	NUMBER OF TRANSACTIONS
0.0310	7
0.0310	0
0.0310	20
0.0310	0
	27

RATE	NUMBER OF TRANSACTIONS
0.07	0
0.07	0
0.07	1
0.07	0
	1

BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME
		0	
		0	
\$0.0065	\$0.0425	0	\$0.00

FANF FEE
CNP AVS FEE
MC FOREIGN HANDLING FEE
VISA FOREIGN HANDLING FEE
MC ACQUIRER AVS BILLING
MASTERCARD KILOBYTE FEE
MC LICENSE VOLUME FEE
VISA KILOBYTE FEE
VISA ZERO FLOOR LIMIT FEE
VISA ZERO AMT FEE
CHARGEBACK FEE
MONTHLY SERVICE CHARGE
MC CVC2 TRANSACTION FEE
STAR NETWORK ANNUAL FEE
PULSE NETWORK ANNUAL FEE
MISC- NOT ABOVE

Jun - 2015

AMOUNT

\$1.89
\$0.00
\$6.02
\$0.51
\$0.18
\$0.00
\$0.27
\$0.09
\$0.00
\$0.00
\$8.96

\$141.86

\$150.82

AMOUNT

\$0.22
\$0.00
\$0.62
\$0.00

\$0.84

\$0.00
\$0.00

\$0.07
\$0.00

\$0.07

AMOUNT

\$0.00

\$0.00

\$0.00

\$0.00

\$0.91

\$5.45

\$0.00

\$0.00

\$0.00

\$0.00

\$0.02

\$0.08

\$0.03

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$5.58

\$157.31

BANKING
SERVICE COSTS

Jun - 2015

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%		\$0.00
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%		\$0.00
VISA ASSESSMENTS CR	0.13%		\$0.00
VISA ASSESSMENTS DB	0.11%		\$0.00
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195		\$0.00
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195		\$0.00
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155		\$0.00
DIGITAL ENABLEMENT FEE	0.01%		\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10		\$0.00
TOTAL DUES AND ASSESSMENTS			\$0.00

INTERCHANGE

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$0.00

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310		\$0.00
MASTERCARD CREDITS	0.0310		\$0.00
VISA SALES	0.0310		\$0.00
VISA CREDITS	0.0310		\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		0	\$0.00

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07		\$0.00
DISCOVER CREDITS	0.07		\$0.00
AMERICAN EXPRESS SALES	0.07		\$0.00
AMERICAN EXPRESS CREDITS	0.07		\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		0	\$0.00

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.1200	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$0.00

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$15.00
CNP AVS FEE	
MC FOREIGN HANDLING FEE	
VISA FOREIGN HANDLING FEE	
MC ACQUIRER AVS BILLING	
MASTERCARD KILOBYTE FEE	
MC LICENSE VOLUME FEE	
VISA KILOBYTE FEE	
VISA ZERO FLOOR LIMIT FEE	
VISA ZERO AMT FEE	
CHARGEBACK FEE	
MONTHLY SERVICE CHARGE	
MC CVC2 TRANSACTION FEE	
STAR NETWORK ANNUAL FEE	
PULSE NETWORK ANNUAL FEE	
MISC- NOT ABOVE	
TOTAL	15.00

\$15.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$665.54	\$0.80
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$0.00	\$0.00
VISA ASSESSMENTS CR	0.13%	\$2,231.91	\$2.90
VISA ASSESSMENTS DB	0.11%	\$62.54	\$0.07
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	15	\$0.29
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	27	\$0.53
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	8	\$0.12
DIGITAL ENABLEMENT FEE	0.01%	\$0.00	\$0.00
VISA TRANSACTION INTEGRITY FEE	0.10	2	\$0.20
TOTAL DUES AND ASSESSMENTS			\$4.91
INTERCHANGE			\$70.59

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS

\$75.50

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	11	\$0.34
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	33	\$1.02
VISA CREDITS	0.0310	2	\$0.06
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		46	\$1.43

DISCOVER/AMEX TRANSACTION PROCESSING FEE

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	1	\$0.07
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	5	\$0.35
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		6	\$0.42

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

\$1.85

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$2.43
CNP AVS FEE	\$0.00
MC FOREIGN HANDLING FEE	\$0.00
VISA FOREIGN HANDLING FEE	\$0.00
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.02
MC LICENSE VOLUME FEE	\$0.03
VISA KILOBYTE FEE	\$0.05
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$4,457,457.66	\$5,348.95
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$112,783.00	\$11.28
VISA ASSESSMENTS CR	0.13%	\$4,695,841.01	\$6,104.59
VISA ASSESSMENTS DB	0.11%	\$7,876,506.66	\$8,664.16
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	90,715	\$1,768.94
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	47	\$0.92
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	84,850	\$1,654.58
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	175,792	\$2,724.78
DIGITAL ENABLEMENT FEE	0.01%	\$4,457,457.66	\$445.75
VISA TRANSACTION INTEGRITY FEE	0.10	1	\$0.10
TOTAL DUES AND ASSESSMENTS			\$26,724.05

INTERCHANGE \$208,677.00

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS \$235,401.05

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	89,101	\$2,762.13
MASTERCARD CREDITS	0.0310	47	\$1.46
VISA SALES	0.0310	256,852	\$7,962.41
VISA CREDITS	0.0310	124	\$3.84
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		346,124	\$10,729.84

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	20,413	\$1,428.91
DISCOVER CREDITS	0.07	8	\$0.56
AMERICAN EXPRESS SALES	0.07	21,340	\$1,493.80
AMERICAN EXPRESS CREDITS	0.07	9	\$0.63
TOTAL ADDITIONAL PAYMENT TYPES		41,770	\$2,923.90

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$3,422.17
CNP AVS FEE	\$681.67
MC FOREIGN HANDLING FEE	\$14.42
VISA FOREIGN HANDLING FEE	\$23.69
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$221.67
MC LICENSE VOLUME FEE	\$222.87
VISA KILOBYTE FEE	\$308.96
VISA ZERO FLOOR LIMIT FEE	\$0.10
VISA ZERO AMT FEE	\$0.00
TOTAL	\$13,653.74

DUES AND ASSESSMENTS

	RATE	GROSS SALES VOLUME	AMOUNT
MASTERCARD ASSESSMENTS	0.12%	\$275,610.48	\$330.73
MASTERCARD ASSESSMENTS TRANS AMT >\$1K	0.01%	\$261,552.16	\$26.16
VISA ASSESSMENTS CR	0.13%	\$290,395.63	\$377.51
VISA ASSESSMENTS DB	0.11%	\$19,676.36	\$21.64
MASTERCARD NETWORK ACCESS AUTH FEE	0.0195	58	\$1.13
MASTERCARD NETWORK ACCESS SETTLEMENT FEE	0.0195	0	\$0.00
VISA ACQUIRER PROCESSOR FEE CREDIT	0.0195	118	\$2.30
VISA ACQUIRER PROCESSOR FEE DB/PP	0.0155	21	\$0.33
DIGITAL ENABLEMENT FEE	0.01%	\$275,610.48	\$27.56
VISA TRANSACTION INTEGRITY FEE	0.10	0	\$0.00
TOTAL DUES AND ASSESSMENTS			\$787.36

INTERCHANGE \$13,420.20

I. TOTAL INTERCHANGE AND DUES AND ASSESSMENTS \$14,207.56

MASTERCARD AND VISA CREDIT CARD TRANSACTION PROCESSING

	RATE	NUMBER OF TRANSACTIONS	AMOUNT
MASTERCARD SALES	0.0310	54	\$1.67
MASTERCARD CREDITS	0.0310	0	\$0.00
VISA SALES	0.0310	123	\$3.81
VISA CREDITS	0.0310	0	\$0.00
TOTAL MASTERCARD AND VISA TRANSACTION PROCESSING		177	\$5.49

DISCOVER/AMEX TRANSACTION PROCESSING FEE

		NUMBER OF TRANSACTIONS	AMOUNT
DISCOVER SALES	0.07	2	\$0.14
DISCOVER CREDITS	0.07	0	\$0.00
AMERICAN EXPRESS SALES	0.07	46	\$3.22
AMERICAN EXPRESS CREDITS	0.07	0	\$0.00
TOTAL ADDITIONAL PAYMENT TYPES		48	\$3.36

DEBIT CARD TRANSACTION PROCESSING FEE

	RATE PER ITEM	BPS	MANAGEMENT FEE	NUMBER OF TRANSACTIONS	NET VOLUME	AMOUNT
DEBIT CARD SALES	0.0255			0		\$0.00
DEBIT CARD CREDITS	0.0255			0		\$0.00
NETWORK FEES	\$0.120	\$0.0065	\$0.0425	0	\$0.00	\$0.00
TOTAL DEBIT CARD TRANSACTION PROCESSING FEE						\$0.00

II. TOTAL TRANSACTION PROCESSING FEES \$8.85

III. ANCILLARY FEES FOR SERVICES

FANF FEE	\$79.40
CNP AVS FEE	\$0.46
MC FOREIGN HANDLING FEE	\$58.08
VISA FOREIGN HANDLING FEE	\$115.30
MC ACQUIRER AVS BILLING	\$0.00
MASTERCARD KILOBYTE FEE	\$0.13
MC LICENSE VOLUME FEE	\$13.78
VISA KILOBYTE FEE	\$0.19
VISA ZERO FLOOR LIMIT FEE	\$0.00
VISA ZERO AMT FEE	\$0.00

SOLICITATION ADDENDUM

Date: **November 20, 2015**
Subject: **Electronic Payment Processing**
Solicitation Number: **6100033736**
Due Date/Time: **December 11, 2015 at 3:30 pm EST**
Addendum Number: **2**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

The following documents are attached to this Addendum 2 and are made part of the RFP:

1. Appendix E-Cost Submittal is being replaced in its entirety with Appendix E – Cost Submittal- Revised 11-08-2015, which now has all highlighted cells unlocked.
2. Official Questions and Answers
3. Attachment 1 – List of Agencies by Category
4. Attachment 2 – Total Card Present and Card Not Present Transactions
5. The Pre-Proposal Conference Sign-In Sheet

For informational purposes only, the following attachments and are attached to this Addendum 2:

1. The Pre-Proposal PowerPoint presentation
2. COSTARS 2015 PowerPoint Presentation
3. Business Cards of the supplier in attendance at the pre-proposal conference.

Type of Solicitation: Hard Copy (Paper) Bid - If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Jennifer Habowski
Title: Issuing Officer
Phone: 717-703-2937
Email: jhabowski@pa.gov

Overview

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal. This portion of the proposal must be bound and separately sealed from the remainder of the proposal and clearly labeled "Cost Submittal."

Offerors must complete ALL HIGHLIGHTED SPACES shown on the COST SUBMITTAL OVERVIEW and COST WORKSHEETS (Tabs 3-9).

The selected Offeror will only be reimbursed for the charges as outlined in the Cost Submittal (Appendix E) and for items acquired by the Commonwealth through the Selected Offeror's Product List (Tab 9).

****Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.****

Cost Formulation: Projected Totals

For purposes of this cost proposal, the following table presents a projection of estimated credit card volumes for Unbundled, Bundled and Non-Bank Card Costs. These projections reflect the Commonwealth's best estimate of future volumes and are based on existing applications or applications under development. No consideration is given for potential future applications. The following projected information is provided for the Offeror's use in developing its costs under this proposal and should NOT be considered a guarantee of actual transactions or dollar amounts over the life of the Contract.

**PROJECTED FULL SERVICE PROCESSING
FOR THE FIVE YEAR PERIOD: 2017 TO 2021
(Transaction Volumes in Thousandths)**

	<u>Year 2017</u>	<u>Year 2018</u>	<u>Year 2019</u>	<u>Year 2020</u>	<u>Year 2021</u>
1. PLCB MC/VISA					
Transaction Volume:	15,319.00	16,238.00	17,212.00	18,244.00	19,339.00
Dollar Volume:	\$ 699,014.00	\$ 740,955.00	\$ 785,412.00	\$ 832,537.00	\$ 882,489.00
2. COPA MC/VISA/DIS					
Transaction Volume:	6,549.00	6,942.00	7,358.00	7,800.00	8,268.00
Dollar Volume:	\$ 309,173.00	\$ 327,723.00	\$ 347,386.00	\$ 368,229.00	\$ 390,323.00
3. PLCB DIS					
Transaction Volume:	1,228.00	1,302.00	1,380.00	1,463.00	1,551.00
Dollar Volume:	\$ 52,372.00	\$ 55,514.00	\$ 58,845.00	\$ 62,376.00	\$ 66,119.00
4. PLCB AMEX					
Transaction Volume:	1,959.00	2,077.00	2,202.00	2,467.00	2,615.00
Dollar Volume:	\$ 218,014.00	\$ 231,095.00	\$ 244,961.00	\$ 259,659.00	\$ 275,239.00
5. COPA AMEX					
Transaction Volume:	426.00	451.00	478.00	506.00	536.00
Dollar Volume:	\$ 33,291.00	\$ 35,291.00	\$ 37,405.00	\$ 39,649.00	\$ 42,028.00
6. PLCB Debit Card					
Transaction Volume:	20,799.00	22,047.00	23,370.00	24,772.00	26,258.00
Dollar Volume:	\$ 632,678.00	\$ 670,639.00	\$ 710,877.00	\$ 753,530.00	\$ 798,742.00
7. COPA Debit Card					
Transaction Volume:	-	-	-	-	-
Dollar Volume:	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.00	\$ 5.00

Cost Submittal Worksheets (Tabs 3 - 9)

1. Offerors must enter a single rate or % (as applicable) into each of the highlighted fields on Tabs 3 - 6. The numerical rate or % (as applicable) entered must account for all costs for processing a transaction. If a cost does not apply, enter "0". DO NOT leave any highlighted fields blank, or the proposal may be rejected.
2. On Tab 7 and 8, Offerors must enter into the highlighted fields any additional gateways fees or ACH fees not included in any fees previously identified in this cost submittal. Gateway fees must be a past-thru cost.
3. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

Evaluated Costs

For evaluation purposes, Offerors must indicate pricing in the form of the transaction fee (\$ per transaction) based upon the annual volume of transactions for each type of transaction as indicated in the Cost Submittal Worksheets. The cost submittal will be evaluated as follows:

The Commonwealth will score the Cost submittals based upon costs set forth in A. Unbundled Rate, B. On-line Debit Card Costs, and C. Non-Bank Card Costs.

Cost will be calculated pursuant to the formulas contained in the attached spreadsheets. The spreadsheets will calculate cost by applying the \$ per transaction fee to the projected volume of transactions over the initial five years of the contract. These costs will be automatically calculated in the attached spreadsheets and the Group Total cost will automatically populate into the Cost Summary. Where the formulas in the spreadsheets and this written description may differ, the formulas in the spreadsheet take precedence.

Non-Evaluated Costs

The following services will not be included as a part of the cost evaluation; however, Offerors must enter a cost for these service/products.

1. Bundled Rates
2. Gateway Fees
3. ACH Fees
4. Product List

Additional Notes

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- Do not include any reiteration of the technical proposal in the cost submittal.
- Do **not** modify the cost submittal in any way .
- Do make assumptions in the cost submittal or your proposal may be rejected.

**APPENDIX E -
COST SUBMITTAL OVERVIEW
RFP 6100033736**

OFFEROR NAME	CONTACT PERSON	
OFFEROR ADDRESS	EMAIL ADDRESS	
	PHONE NUMBER	FAX NUMBER
	VENDOR NUMBER	FEDERAL ID OR SSN

COST SUMMARY

Unbundled Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Unbundled Dial Up	0.000	6,549,000	-
2017	Unbundled Leased	0.000	15,319,000	-
2018	Unbundled Dial Up	0.000	6,942,000	-
2018	Unbundled Leased	0.000	16,238,000	-
2019	Unbundled Dial Up	0.000	7,358,000	-
2019	Unbundled Leased	0.000	17,212,000	-
2020	Unbundled Dial Up	0.000	7,800,000	-
2020	Unbundled Leased	0.000	18,244,000	-
2021	Unbundled Dial Up	0.000	8,268,000	-
2021	Unbundled Leased	0.000	19,339,000	-
Estimated Unbundled Rate for 5 years				-

***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

Debit Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Online Debit Dial up	0.000	-	-
2017	Online Debit Leased	0.000	20,799,000	-
2018	Online Debit Dial up	0.000	-	-
2018	Online Debit Leased	0.000	22,047,000	-
2019	Online Debit Dialup	0.000	-	-
2019	Online Debit Leased	0.000	23,370,000	-
2020	Online Debit Dialup	0.000	-	-
2020	Online Debit Leased	0.000	24,772,000	-
2021	Online Debit Dialup	0.000	-	-
2021	Online Debit Leased	0.000	26,258,000	-
Estimated Debit Rate for 5 years				-

Non-Bank Card Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Non-Bank Dial up	0.000	426,000	-
2017	Non-Bank Leased	0.000	3,187,000	-
2018	Non-Bank Dial up	0.000	451,000	-
2018	Non-Bank Leased	0.000	3,379,000	-
2019	Non-Bank Dial up	0.000	478,000	-
2019	Non-Bank Leased	0.000	3,582,000	-
2020	Non-Bank Dial up	0.000	506,000	-
2020	Non-Bank Leased	0.000	3,930,000	-
2021	Non-Bank Dial up	0.000	536,000	-
2021	Non-Bank Leased	0.000	4,166,000	-
Estimated Non-Bank Card Rate for 5 years				-

Group Total to be Evaliated for the Initial Term of the Contract - 5 Years	\$ -
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***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

A. Unbundled Rate. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for the unbundled rate. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 1&2 (PLCB MC/VISA and COPA MC/VISA/DIS) as outlined on Tab 1. Instructions.

UNBUNDLED TRANSACTION FEE																
Annual Volume of Transactions for Visa/MasterCard / Discover* / Offline Debit Cards *Does not include PLCB Discover processing.		Transaction Fee for each Visa, MasterCard, Discover*, Offline Debit Card Transaction (\$ per transaction)														
		Year 1						Year 2						Year 3		
		Pass-Thru + Dial-Up	% Increase	Estimated Cost	Pass-Thru+Leased	% Increase	Estimated Cost	Pass-Thru + Dial-Up	% Increase	Estimated Cost	Pass-Thru+Leased	% Increase	Estimated Cost	Pass-Thru + Dial-Up	% Increase	Estimated Cost
0	- 5,000,000			0.00			0.00			0.00			0.00			0.00
5,000,001	- 10,000,000			0.00			0.00			0.00			0.00			0.00
10,000,001	- 11,000,000			0.00			0.00			0.00			0.00			0.00
11,000,001	- 12,000,000			0.00			0.00			0.00			0.00			0.00
12,000,001	- 13,000,000			0.00			0.00			0.00			0.00			0.00
13,000,001	- 14,000,000			0.00			0.00			0.00			0.00			0.00
14,000,001	- 15,000,000			0.00			0.00			0.00			0.00			0.00
15,000,001	- 16,000,000			0.00			0.00			0.00			0.00			0.00
16,000,001	- 17,000,000			0.00			0.00			0.00			0.00			0.00
17,000,001	- 18,000,000			0.00			0.00			0.00			0.00			0.00
18,000,001	- 19,000,000			0.00			0.00			0.00			0.00			0.00
19,000,001	- 20,000,000			0.00			0.00			0.00			0.00			0.00
20,000,001	- 21,000,000			0.00			0.00			0.00			0.00			0.00
21,000,001	- 22,000,000			0.00			0.00			0.00			0.00			0.00
22,000,001	- 23,000,000			0.00			0.00			0.00			0.00			0.00
23,000,001	- 24,000,000			0.00			0.00			0.00			0.00			0.00
24,000,001	- 25,000,000			0.00			0.00			0.00			0.00			0.00
25,000,001	- 26,000,000			0.00			0.00			0.00			0.00			0.00
26,000,001	- 27,000,000			0.00			0.00			0.00			0.00			0.00
27,000,001	- 28,000,000			0.00			0.00			0.00			0.00			0.00
28,000,001	- 29,000,000			0.00			0.00			0.00			0.00			0.00
29,000,001	- 30,000,000			0.00			0.00			0.00			0.00			0.00
				0.00				0.00				0.00			0.00	
				Pass-Thru Dial				Pass-Thru Lease				Pass-Thru Dial			Pass-Thru Lease	Pass-Thru Dial

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

C. Non-Bank Card Costs. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Discover and American Express. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 3, 4 & 5 (PLCB Dis/PLCB Amex/COPA Amex) as outlined on Tab 1. Instructions.

Note: The Commonwealth and PLCB separately contract with American Express and the funding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

NON-BANK CARD TRANSACTIONS

Number of Transactions for American Express and Discover (Annual Volume)	Transaction Fee for American Express and Discover Transactions (\$ per Transaction)																	
	Year 1						Year 2						Year 3					
	Pass-Thru + Dial-Up	% Increase	Estimated Cost	Pass-Thru+Leased	% Increase	Estimated Cost	Pass-Thru + Dial-Up	% Increase	Estimated Cost	Pass-Thru+Leased	% Increase	Estimated Cost	Pass-Thru + Dial-Up	% Increase	Estimated Cost	Pass-Thru+Leased	% Increase	Estimated Cost
0 - 2,000,000			0.00			0.00			0.00			0.00			0.00			0.00
2,000,001 - 2,500,000			0.00			0.00			0.00			0.00			0.00			0.00
2,500,001 - 3,000,000			0.00			0.00			0.00			0.00			0.00			0.00
3,000,001 - 3,500,000			0.00			0.00			0.00			0.00			0.00			0.00
3,500,001 - 4,000,000			0.00			0.00			0.00			0.00			0.00			0.00
4,000,001 - 4,500,000			0.00			0.00			0.00			0.00			0.00			0.00
4,500,001 - 5,000,000			0.00			0.00			0.00			0.00			0.00			0.00
5,000,001 - 5,500,000			0.00			0.00			0.00			0.00			0.00			0.00
5,500,001 - 6,000,000			0.00			0.00			0.00			0.00			0.00			0.00
6,000,001 - 6,500,000			0.00			0.00			0.00			0.00			0.00			0.00
6,500,001 - 7,000,000			0.00			0.00			0.00			0.00			0.00			0.00
7,000,001 - 7,500,000			0.00			0.00			0.00			0.00			0.00			0.00
7,500,001 - 8,000,000			0.00			0.00			0.00			0.00			0.00			0.00
8,000,001 - 8,500,000			0.00			0.00			0.00			0.00			0.00			0.00
8,500,001 - 9,000,000			0.00			0.00			0.00			0.00			0.00			0.00
9,000,001 - 9,500,000			0.00			0.00			0.00			0.00			0.00			0.00
9,500,001 - 10,000,000			0.00			0.00			0.00			0.00			0.00			0.00
10,000,001 - 10,500,000			0.00			0.00			0.00			0.00			0.00			0.00
10,500,001 - 11,000,000			0.00			0.00			0.00			0.00			0.00			0.00
11,000,001 - 11,500,000			0.00			0.00			0.00			0.00			0.00			0.00
11,500,001 - 12,000,000			0.00			0.00			0.00			0.00			0.00			0.00
12,000,001 - 12,500,000			0.00			0.00			0.00			0.00			0.00			0.00
			0.00			0.00			0.00			0.00			0.00			0.00
			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

D. Bundled Rate. A bundled rate includes all service fees, including pass-through fees. Enter the bundled rate in the highlighted fields for both “card present” and “card not present” transactions, as outlined below. Separate fees must be presented for Visa, MasterCard, Discover*, offline Debit Cards and online Debit Cards.

Note: PA State Police is the only agency currently using the bundled rate.

B-1: Bundled Rate Year 1.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:		
Card Not Present:		
Transaction Fee for online Debit Cards		
Card Present:		
Card Not Present:		

B-2: Bundled Rate Year 2.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:		
Card Not Present:		
Transaction Fee for online Debit Cards		
Card Present:		
Card Not Present:		

B-3: Bundled Rate Year 3.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:		
Card Not Present:		
Transaction Fee for online Debit Cards		
Card Present:		
Card Not Present:		

B-4: Bundled Rate Year 4.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:		
Card Not Present:		
Transaction Fee for online Debit Cards		
Card Present:		
Card Not Present:		

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

B-5: Bundled Rate Year 5.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:		
Card Not Present:		
Transaction Fee for online Debit Cards		
Card Present:		
Card Not Present:		

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.*

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

G. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

OFFICIAL QUESTIONS / ANSWERS

Electronic Payment Processing

6100033736

Question #	RFP Page #	RFP Section Reference	Question	Answer
00	A	Cost Submittal, Gateway Fee Tab		
00	A	Cost Submittal, ACH Fee Tab		
00	A	Existing Applications		
00	A	Existing Applications		
00	A	Existing Applications		
00	A	Existing Applications, pg 2		
00	A	Existing Applications, pg 4		
00	A	Existing Applications, pg 5		
00	A	Existing Applications, pg 5		
00	A	Existing Applications, pgs 5, 6, and 8		
00	A	Existing Applications, pg 10		

OFFICIAL QUESTIONS / ANSWERS

Electronic Payment Processing

6100033736

Question #	RFP Page #	RFP Section Reference	Question	Answer
00	A	Existing Applications (all merchants)		
00	A	Existing Applications (all merchants)		
00	A	Existing Applications (all merchants)		
00	A	Service Level Agreements		
00				
00				
00				
00				

**LIST OF AGENCIES BY CATEGORY
FOR PURPOSES OF THE COMMONWEALTH PROCUREMENT CODE**

Executive Agencies

Governor's Office

Executive Offices:

Office of Administration

Office of the Budget

Office of General Counsel

Office of Health Care Reform

Office of Housing and Community Revitalization

Office of Inspector General

Governor's Advisory Commission on African American Affairs

Governor's Advisory Commission on Asian American Affairs

Governor's Advisory Commission on Latino Affairs

Pennsylvania Council on the Arts

Pennsylvania Commission for Women

Juvenile Court Judges Commission

Public Employee Retirement Commission

Pennsylvania Commission on Crime and Delinquency

Pennsylvania Rural Development Council

Lieutenant Governor's Office:

Board of Pardons

Department of Aging

Department of Agriculture

Department of Community and Economic Development

Department of Conservation and Natural Resources

Department of Corrections

Department of Education:

Thaddeus Stevens College of Technology

Department of Environmental Protection:

Environmental Hearing Board

Department of General Services

Department of Health

Insurance Department

Department of Labor and Industry:

Department of Military and Veterans Affairs

Department of Public Welfare

Department of Revenue

Department of State

Department of Transportation

Pennsylvania State Police

Pennsylvania Emergency Management Agency

Pennsylvania Board of Probation and Parole

Independent Agencies

Auditor General
Attorney General
Treasury Department:
 Board of Finance and Review
Board of Claims
Gaming Control Board
Pennsylvania Fish and Boat Commission
Pennsylvania Game Commission
Pennsylvania Higher Education Assistance Agency
Pennsylvania Historical and Museum Commission
Pennsylvania Human Relations Commission
Pennsylvania Labor Relations Board
Pennsylvania Liquor Control Board
Pennsylvania Public Television Network Commission
Pennsylvania Securities Commission
Public School Employeecs' Retirement System
Public Utility Commission
State Civil Service Commission
State Employees' Retirement System
State Ethics Commission
State Tax Equalization Board
Health Care Cost Containment Council
Independent Regulatory Review Commission
Milk Marketing Board

State Affiliated Agencies

Turnpike Commission
Pennsylvania Housing Finance Authority
Pennsylvania Municipal Retirement System
Pennsylvania Infrastructure Investment Authority (PENNVEST)
State Public School Building Authority
Pennsylvania Higher Educational Facilities Authority
State System of Higher Education

Authorities (seem similar to State Affiliated, but not expressly defined in the Procurement Code)

Commonwealth Financing Authority
Energy Development Authority
Minority Business Development Authority
Pennsylvania Industrial Development Authority

Attachment 2 to Addendum 2
Total number of Card Present and Card Not Present Transactions

Card Present

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	9,726,959	\$ 452,799,058.80	\$46.55
MasterCard	3,969,409	\$ 240,322,801.53	\$60.54
Discover	1,093,360	\$ 46,739,379.83	\$42.75
American Express	1,742,946	\$ 194,336,271.14	\$111.50
Debit	18,511,951	\$ 563,080,401.71	\$30.42
Totals	35,044,625	\$ 1,497,277,913.01	\$42.72

Card not Present

Card Type	Number of Transactions	Total Amount	Average per Transaction
VISA	4,023,129	\$ 205,346,470.59	\$51.04
MasterCard	1,389,906	\$ 82,055,012.95	\$59.04
Discover	306,395	\$ 15,058,870.68	\$49.15
American Express	376,768	\$ 30,898,864.03	\$82.01
Debit	4	\$ 865.00	\$216.25
Totals	6,096,202	\$ 332,371,514.25	\$54.52

**ELECTRONIC PAYMENT PROCESSING
PRE-PROPOSAL CONFERENCE - 6100033736**

November 16, 2015 - 2:00 pm to 4:00 pm

PA Department of General Services / Bureau of Procurement
Forum Place, 6th Floor, CR 1
555 Walnut Street
Harrisburg, PA 17101

SIGN-IN SHEET

COMPANY NAME	ADDRESS	REPRESENTATIVE / TITLE	PHONE	EMAIL
PNC	P. HARRISBURG 5th & Wood PA 15272	George Whitman EVP	412-762-5730	george.whitman@pnc.com
JetPay	1175 Lincoln Blvd Suite 200 Darien, PA 19312	Peter Davidson	484-427-8432	Peter.Davidson@JetPayCorp.com
J.P. MORGAN	300 Carnegie Center Princeton NJ 08540	Val Cappucci Executive Director	(609) 524-2160	Valeria.Cappucci@jpmorgan.com
Elavon	35855 Lincoln Rd North Branch MA 05056	Mark Koren Res Dir sales	651-324-7576	Mark.Koren@elavon.com
PNC Merchant Services	One Western MD PKWY HAGERSTOWN, MD 21740	Rick Klingler	301-766-5673	Richard.Klingler@firstdata.com
Citi	11921 Freedom Drive, Suite 800 Reston, VA 20190	Andy Taylor, Director	703-234-7313	andy1.taylor@citi.com
XEROX	45 GLOVER AVENUE NORWALK, CT 06850	TUESDAY TAMBURRI DIRECTOR, PAYMENT SVCS	203-849-2684	tuesday.tamburri@Xerox.com

**ELECTRONIC PAYMENT PROCESSING
PRE-PROPOSAL CONFERENCE - 6100033736**

November 16, 2015 - 2:00 pm to 4:00 pm

PA Department of General Services / Bureau of Procurement
Forum Place, 6th Floor, CR 1
555 Walnut Street
Harrisburg, PA 17101

SIGN-IN SHEET

COMPANY NAME	ADDRESS	REPRESENTATIVE/TITLE	PHONE	EMAIL
Wells Fargo	2240 Butler Pike Plymouth Meeting PA	Rick Welsh SVP	610-397-2531	Richard-welsh@wells fargo.com
Wells Fargo	214 Senate Ave Camp Hill PA 17011	MARY JOHNSON	717-730-3382	Mary.C.Johnston@ wellsfargo.com
J.P. Morgan	901 1st St. Washington DC 20005	Robin Doby VP	202-312-1142	robin.r.doby@ jpmchase.com
U.S. Bank	10 West Broad St Rt 6 FL COLS OFF 48211	Tim Reeder -VP	64 232-2081	Tim.Reeder@usbank.com
Anc Merchant Spou	6220 binby Ave PA	Fanny McQuinn SVP	412-762-4164	fanny.mccantrick@anc
Citi	388 Greenwich St. New York, NY 10013	Lora Perlow, VP	212-816-5109	lora.perlow@citi.com
Xerox	12410 Milestone Center Dr Germantown, MD 20876	Frank Harrison, VP	707-438-0664	Frank.Harrison@xerox.com



- [Placeholder]
- [Placeholder]
- [Placeholder]
- [Placeholder]
- [Placeholder]
- [Placeholder]
- [Placeholder]
- [Placeholder]
- [Placeholder]





- **Department of General Services**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] A [REDACTED]
-

- **Office of the Budget**

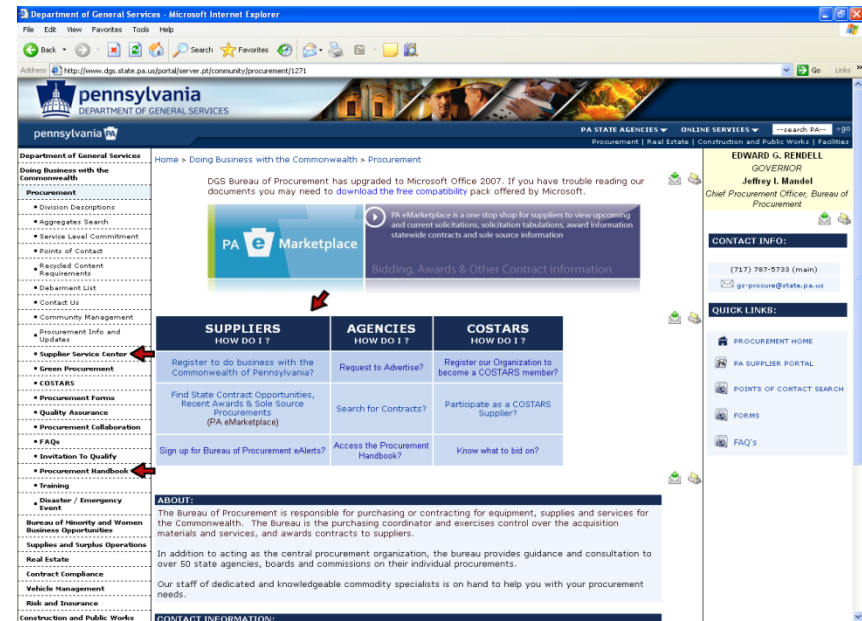
- A [REDACTED]



Your Gateway to All Procurement Information

Links to:

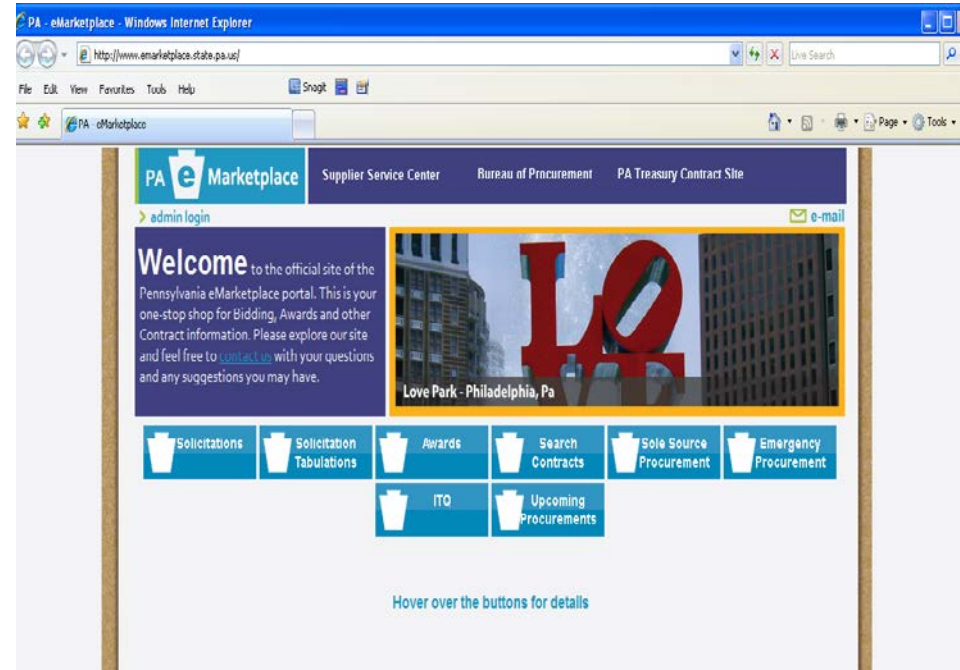
- **Supplier Service Center**
- **PA e-Marketplace**
- **PA Supplier Portal**
- **Procurement Handbook**





Your Gateway to Contract Information

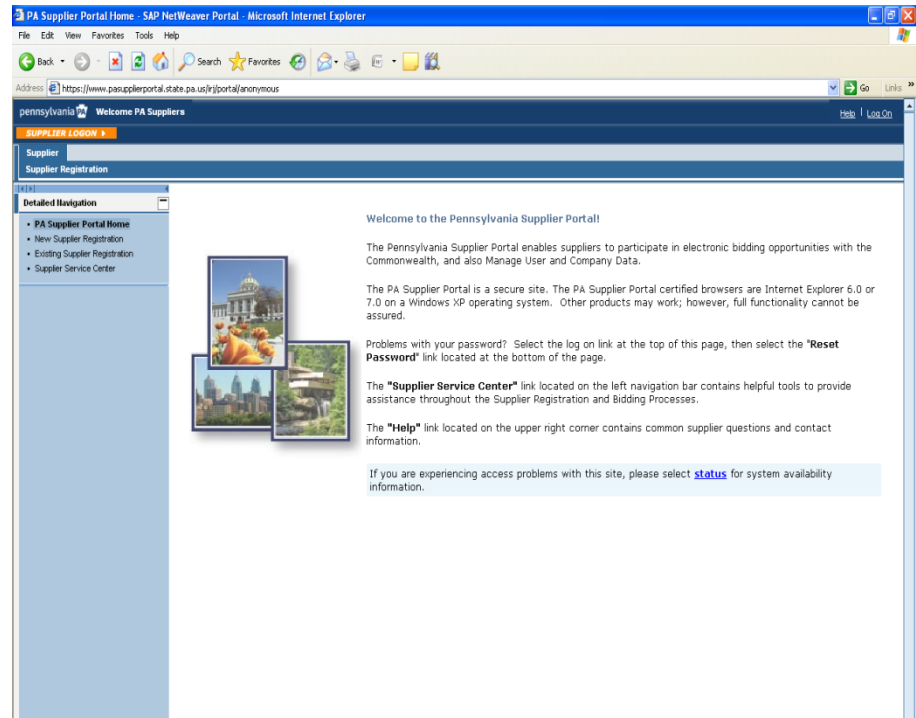
- **Solicitations**
- **Tabulations**
- **Awards**
- **Contracts**
- **Sole Source**
- **Upcoming Procurements**
- **Links:**
 - **Supplier Service Center**
 - **Treasury Contracts**





Your Gateway to Procurement

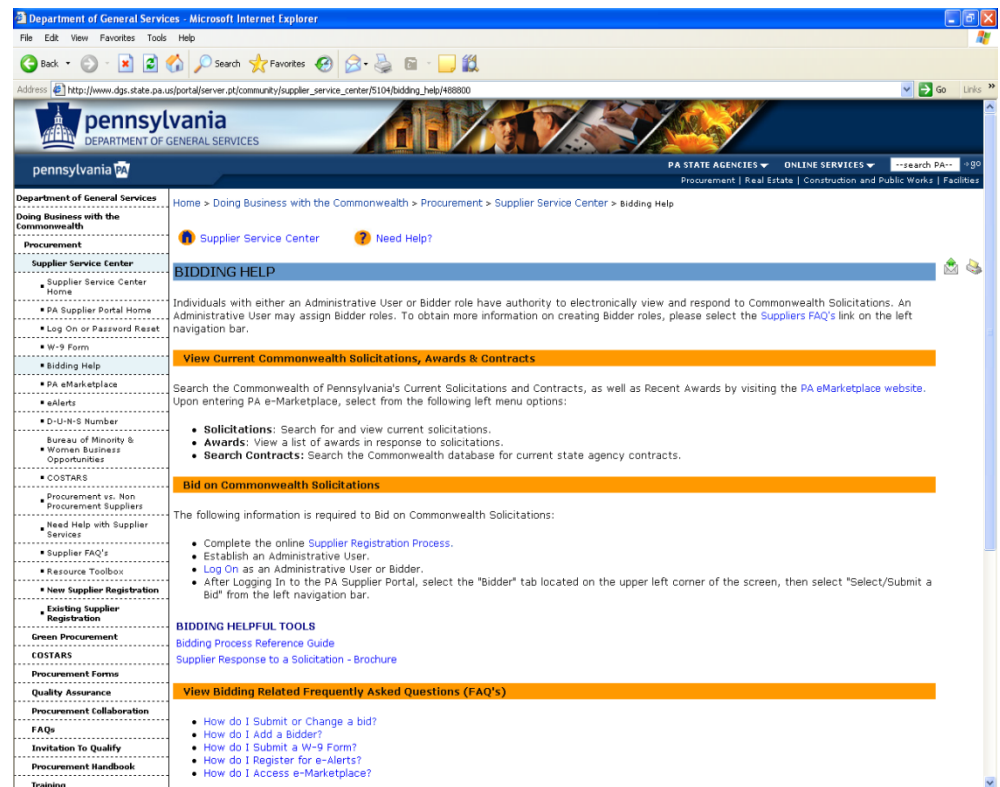
- New Supplier Registration
- Manage company data
- Link:
 - Supplier Service Center





Resources

- Frequently Asked Questions
- How to Register
- E-Alerts
- COSTARS
- Reset Password
- Resource Toolbox
 - Brochures
 - Guides





Telephone - Toll Free: 877-435-7363
Telephone - Harrisburg: 717-346-2676
Web: www.pasupplierportal.state.pa.us

e-Mail: RA-PSC Supplier Requests@pa.gov

- **Vendor Registration Guide**
- **Bidding Reference Guide**
- **eAlerts**
- **W-9 Form**





On 1/1/2014, the Department of General Services (DGS) issued a Request for Proposal (RFP) for the purchase of 100,000 copies of the Pennsylvania State Constitution. The RFP was received by the Department of General Services on 1/1/2014. The RFP was received by the Department of General Services on 1/1/2014. The RFP was received by the Department of General Services on 1/1/2014.

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Appendix F – Existing Applications.

The RFP was received by the Department of General Services on 1/1/2014. The RFP was received by the Department of General Services on 1/1/2014. The RFP was received by the Department of General Services on 1/1/2014. The RFP was received by the Department of General Services on 1/1/2014. The RFP was received by the Department of General Services on 1/1/2014.

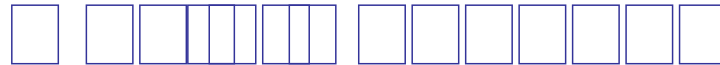


*Commonwealth Credit Card Volume for Fiscal Year
14/15:*

Card Type	Number of Transactions
VISA	13,750,088
MasterCard	5,359,315
Discover	1,398,488
American Express	2,118,204
Debit	18,511,955
Chargebacks for VISA and MasterCard	403
Total Number of Transactions	41,138,050



Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)



**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



pennsylvania
DEPARTMENT OF GENERAL SERVICES

The Department is pleased to announce that
AGENCY GUEST ACCOUNT

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Procurement Initiative as established by Executive Order No. 2011-09, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s): Construction Contractor, Construction Supplier, Design, Procurement Services, Procurement Goods, Information Technology

CERTIFICATION NUMBER: 336949-2012-07-SB-MWBE

ISSUE DATE: 07/15/2012

EXPIRATION DATE: 07/16/2015

RECERTIFIED DATE: 7/16/2014



Curtis M. Topper, Acting Secretary
Department of General Services
Commonwealth of Pennsylvania



Small Diverse Business Letter of Intent

**APPENDIX D
SMALL DIVERSE BUSINESS
LETTER OF INTENT**

[DATE]

[SDB Contact Name]
Title
SDB Company Name
Address
City, State, Zip]

Dear [SDB Contact Name]:

This letter serves as confirmation of the intent of [Offeror] to utilize [Small Diverse Business (SDB)] on RFP [RFP number and Title] issued by the [Commonwealth agency name].

If [Offeror] is the successful vendor, [SDB] shall provide [identify the specific work, goods or services the SDB will perform, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided].

These services represent [identify a dollar value commitment] for the initial term of the contract.

[SDB] represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to [Offeror] for its SDB submission.

We look forward to the opportunity to serve the [Commonwealth agency name] on this project. If you have any questions concerning our small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Offeror Name
Title
Company
Phone number

SDB Name
Title
Company
Phone number



Contact Information

[Redacted text line]

[Redacted text line]

[Redacted text line]

[Redacted text line]

[Redacted text line]

[Redacted text line]



COSTARS

□

□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ **A** □ □ □

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A

December 11, 2015 at 3:30 pm EST

PA Department of General Services

Bureau of Procurement

Attn: Jennifer Habowski/RFP 6100033736

555 Walnut Street

Forum Place, 6th Floor

Harrisburg, PA 17101

- * Late Submittals will automatically be rejected**
- * If using Fedex, allow an extra day or two**



[Redacted]

1. Appendix A [Redacted]

2. Narrative Response [Redacted]

***Part II-3 (Work Plan) –** [Redacted]

[Redacted]

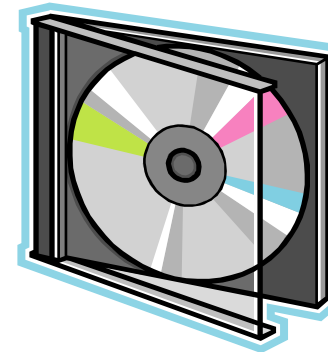
[Redacted] **Part IV**

[Redacted]

3. Appendix B – Trade Secret Confidential Proprietary Information Notice

4. Appendix C – COSTARS Program Election to Participate

5. Appendix G – Domestic Workforce Utilization



OR

DO NOT [Redacted] **cost** [Redacted]

[Redacted]



MANDATORY REQUIREMENTS

- [Placeholder text]
- [Placeholder text]

CONTRACT REQUIREMENTS

- [Placeholder text]
- [Placeholder text]
- [Placeholder text]
- [Placeholder text]



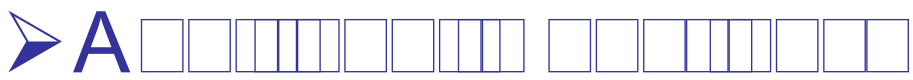
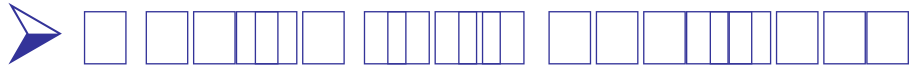
CRITERIA FOR SELECTION

Technical

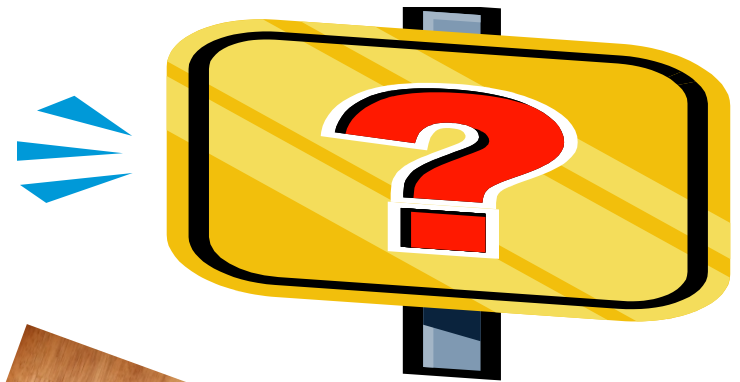
Cost

Small Diverse Business

Bonus Points:



**ALL questions
must be in
written form...
Blank question
sheets are
available at the
Sign-In Desk.**





COSTARS

Passport to Business Opportunity
and Procurement Savings

COSTARS Program Participation

APPENDIX C

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are asserting that your firm is a Department of General Services Certified Small Business, provide an active Department of General Services Small Business Certification.

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

What is COSTARS?

COSTARS is the commonwealth's cooperative purchasing program

- A means for registered commonwealth local public procurement units (LPPUs) and suppliers to do business effectively using contracts established by the Department of General Services (DGS).

The COSTARS Program leverages the purchasing power of more than 8,200 local entities to provide:

- More competitive pricing and choice.
- Elimination of the expense of the public bidding process.
- Increased opportunities for businesses.

PA Procurement Law

Contracts

- Below \$10,500
No advertising, competitive bidding or price quotes required.
- Between \$10,500 AND \$19,400
Three informal price quotes are required with award to the lowest.
- More Than \$19,400
Advertise twice and formal competitive bidding is required.

***COSTARS or other acceptable cooperative purchasing programs are exceptions.**

COSTARS Program

COSTARS Members

- May “piggy-back” off of state agency contracts that are participating in the COSTARS Program.
- Use COSTARS-exclusive contracts.

Since these contracts have been previously bid by the commonwealth’s Bureau of Procurement, no additional formal bidding process is required.

Membership Eligibility Requirements

- Political subdivision, e.g., local municipalities, school districts.
- Public authority.
- Tax exempt, nonprofit education or public health institution.
- Nonprofit fire company, rescue company or ambulance company.
- And to the extent provided by law, any other entity that expends public funds for the procurement of supplies and services.

Member History

2005 Membership

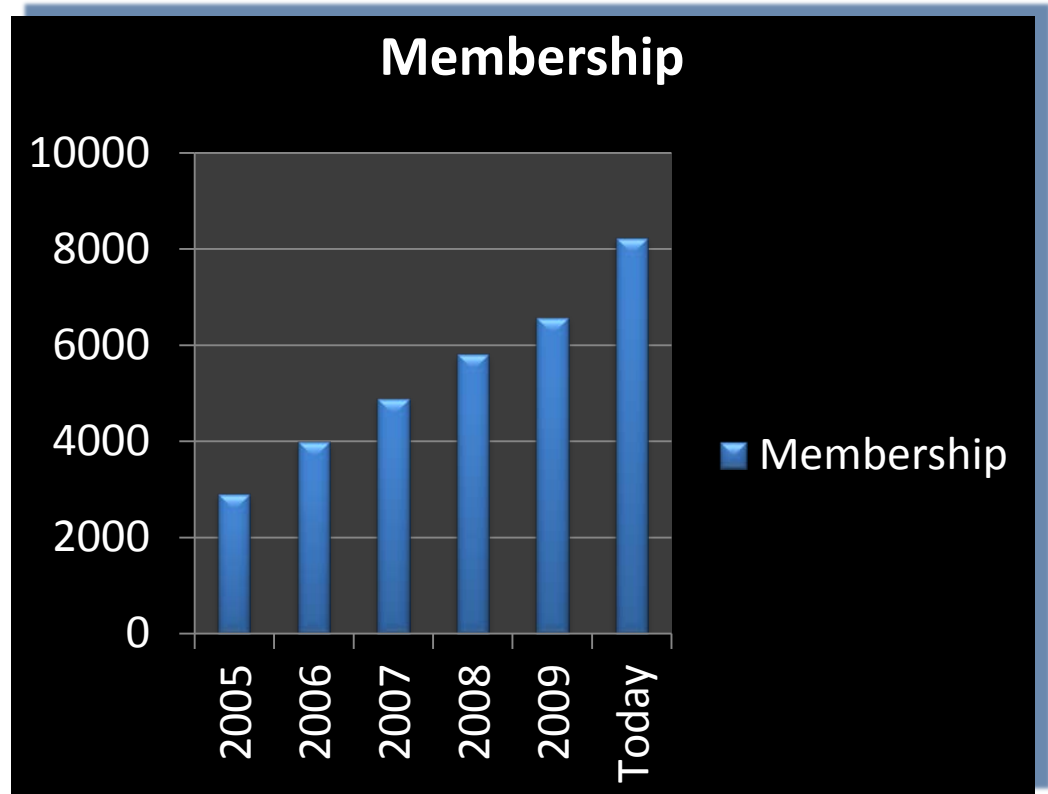
2,996

2009 Membership

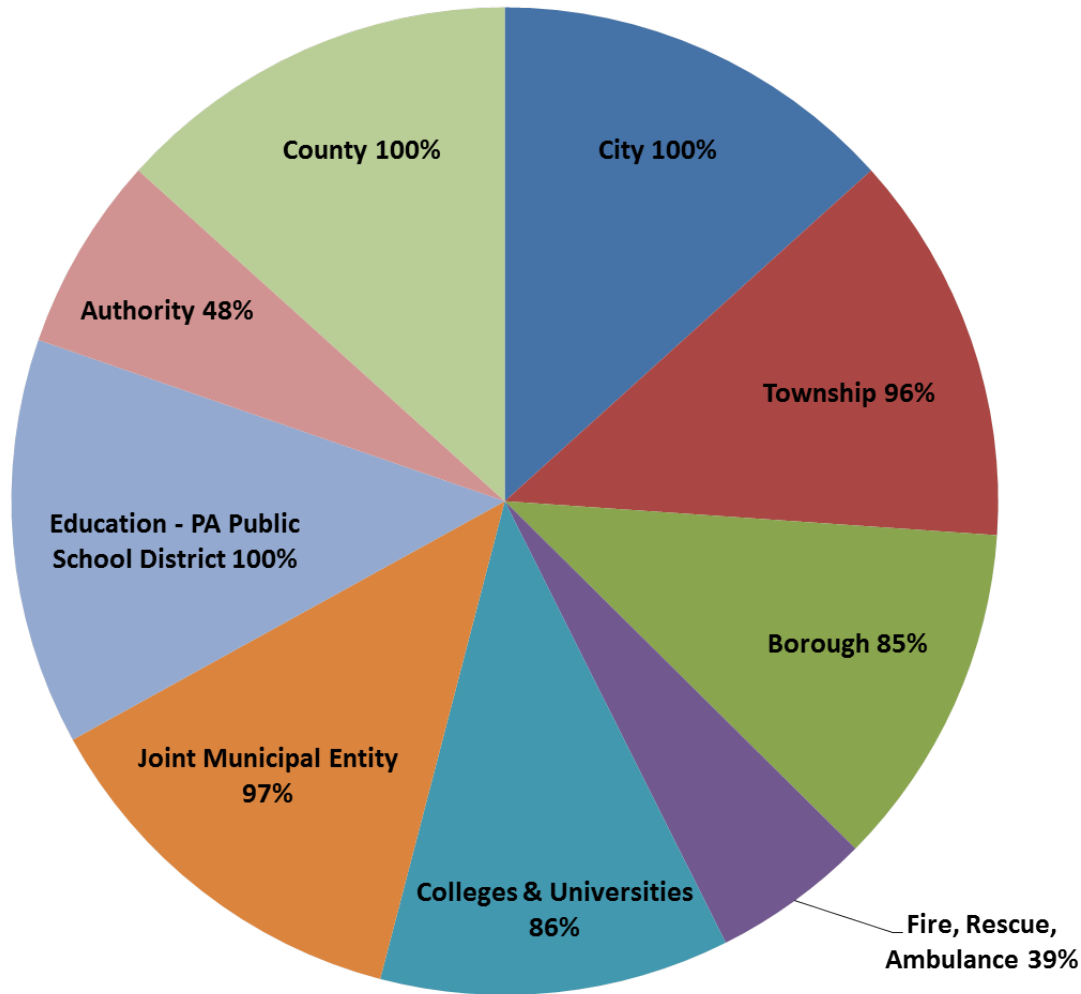
6,587

Today

More Than 8,200



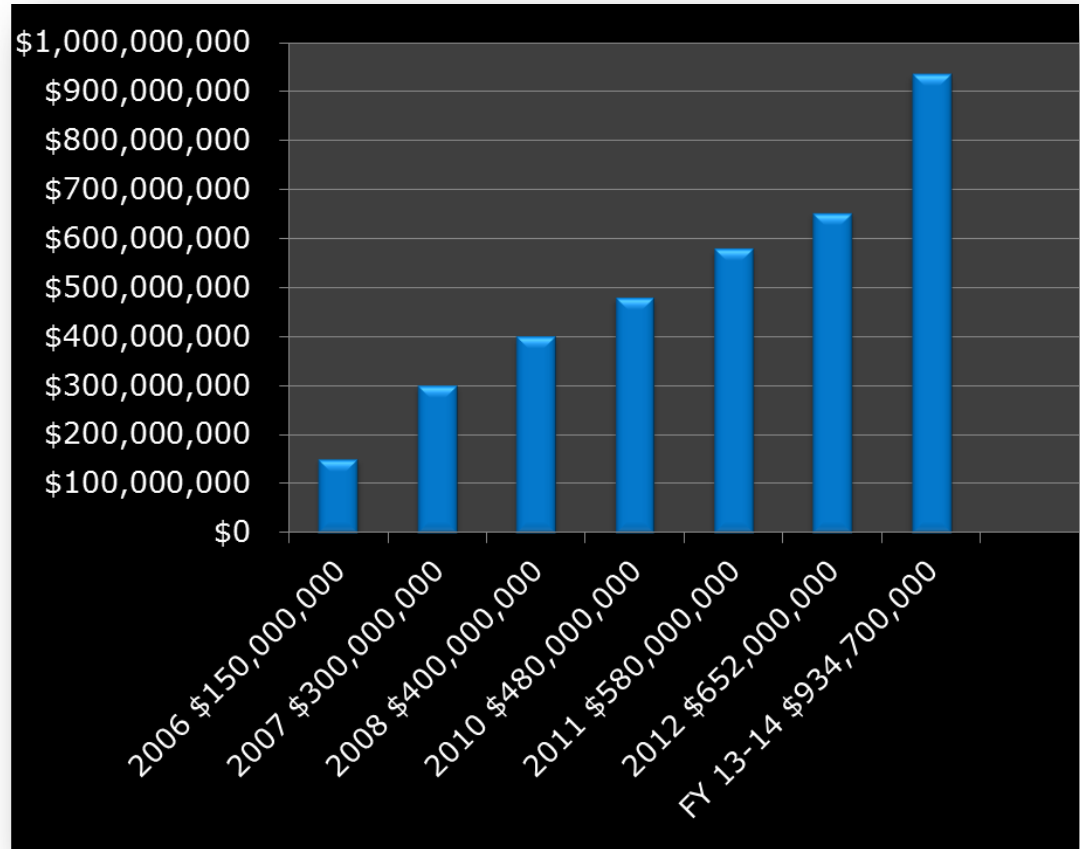
Member Percentage by Category



COSTARS Sales Growth

**Total COSTARS
Spend - \$1 Billion**

**Total COSTARS
Statewide Contract
Spend - \$450 million**



More than \$1 Billion in FY14-15

Benefits

- Access to large Pennsylvania customer base
 - Market area selection
 - Necessity and cost of local bidding process is eliminated
 -
- Reliable payment
 - More opportunities
 - Increased sales and profit
 - Access to marketing training and toll-free customer assistance
 - Easy to use □
 -

Supplier Responsibilities

- Compliance with all terms and conditions of their contract.
- Sale of items or services listed in their contract to DGS registered COSTARS members.
- Quarterly reporting of sales to COSTARS members.
- Payment of annual administrative fee.

Administrative Fee

Fee charged to offset costs to administer the program.

- Flat annual fee of \$1500 per contract paid on contract award (\$500 for small businesses).
- Includes a nonexclusive license to use the COSTARS brand (name and logo), as permitted under contract provisions.

COSTARS Enhanced Website

- Access to COSTARS member contact information
- Update your company's profile information
- Receive notification of bidding opportunities
- Newsflashes and quarterly newsletters
- Report quarterly sales and pay administrative fee
- Download COSTARS logo for marketing purposes



COSTARS Supplier Information Page

COSTARS SUPPLIER INFORMATION

COSTARS suppliers have the opportunity to work with several thousand COSTARS members taking advantage of existing Commonwealth contracts. Suppliers are encouraged to utilize the [List of COSTARS Members](#) and trademarked COSTARS name and logo for their own marketing purposes. Review the [COSTARS Supplier Guide](#) to learn more about participating in the COSTARS program.

Please note: The COSTARS name and logo must be used in accordance with contract terms and conditions. COSTARS is a multiple-award contract and there is no requirement for COSTARS members to purchase from any particular awarded supplier. DGS does not guarantee volume of contract sales.

[COSTARS SUPPLIER FAQ'S](#)
[COSTARS TRAINING CENTER](#)
[COSTARS BIDDING OPPORTUNITIES](#)

MANAGE COSTARS PARTICIPATION

Login to the [Supplier Portal](#) to perform COSTARS program activities, such as reporting sales, paying annual administrative fees, editing your organization's profile or reviewing contract terms and offerings. Follow the steps below to access the COSTARS Supplier Dashboard.

1. Go to the [Supplier Portal](#)
2. In the upper right-hand corner select **Log On**. Enter your User ID and Password. *Do not change Supplier Portal Admin User ID and Password unless authorized to do so by your Administrator. Changing the Admin User ID and Password will not change your COSTARS supplier profile.*
3. Select the **Bidder** Tab at the top of the page.
4. Select **Enterprise Applications** on the left side of the page.
5. If a Security Warning pop-up box appears, select **No** or **Show All Content**.
6. Select the **COSTARS** link at the top of the page to access the **Vendor Dashboard**.

[Download COSTARS Logo](#)

Supplier Login:

[SUPPLIERS](#)

Click to report sales, pay annual administrative fees, edit your profile or review contract terms and offerings.

Supplier Resources:

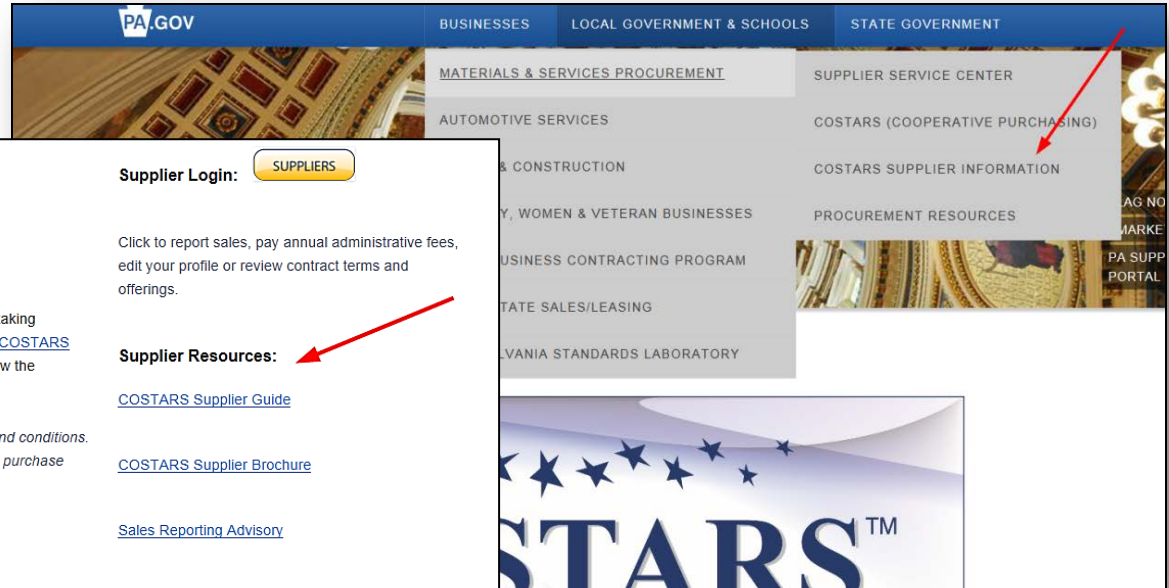
[COSTARS Supplier Guide](#)

[COSTARS Supplier Brochure](#)

[Sales Reporting Advisory](#)

[List of COSTARS Members](#)

[Guide to COSTARS Contracts](#)



Online Training

COSTARS SUPPLIER TRAINING CENTER

COSTARS TRAINING PRESENTATIONS:

[Supplier Training Presentation](#)

The Training Center is designed to provide state-of-the-art online training aids for COSTARS Suppliers. With the understanding that people learn differently, this Training Center provides multiple easy-to-use training methods for each function of the COSTARS enhanced website.

Cue Card: Step by Step Instructions

This method offers a step by step guide with the option to illustrate a step by displaying a screen image by clicking on the underlined text. You may easily print this guide to refer to as you perform the necessary steps.

Simulation: Watch the Process

This method allows users to watch an example of the process as it is performed from beginning to end. The simulation may run continuously (Select Auto Playback) with an option to pause at a step or the user may choose to manually progress the simulation step by step (Select Standard Tutorial).

Guided Help: Perform the Process with a Guide

This method allows users to perform the actual function while a step by step guide is displayed (with the option to pause) in the top corner of the computer screen as you perform the process.

Select the link to the task below for which you would like instructions. On the next screen, select from the drop down menu in the top right hand corner to choose your preferred method of learning.

TASK MODULES:

[Access the COSTARS Supplier Gateway](#)

[Bidding on a COSTARS Contract](#)

[Pay your Annual COSTARS Administrative Fee](#)

[Report COSTARS Sales](#)

[Update COSTARS Supplier Information](#)

PA eMarketplace

The screenshot shows the PA eMarketplace website interface. At the top, there is a navigation bar with the PA eMarketplace logo and links for Supplier Service Center, Bureau of Procurement, and PA Treasury Contract Site. Below the navigation bar, there is a welcome message on the left and a featured image of the Equestrian Statue in Gettysburg, Pa. on the right. The main content area contains a grid of buttons for various procurement processes: Solicitations, Solicitation Tabulations, Awards, Search Contracts, Sole Source Procurement, Emergency Procurement, ITQ, Upcoming Procurements, and Debarment List. At the bottom, there are links for Pennsylvania State of Independence and Agency Help.

PA eMarketplace Supplier Service Center Bureau of Procurement PA Treasury Contract Site

> admin login e-mail

Welcome to the official site of the Pennsylvania eMarketplace portal. This is your one-stop shop for Bidding, Awards and other Contract information. Please explore our site and feel free to [contact us](#) with your questions and any suggestions you may have.

Equestrian Statue - Gettysburg, Pa

Solicitations Solicitation Tabulations Awards Search Contracts Sole Source Procurement Emergency Procurement

ITQ Upcoming Procurements Debarment List

Hover over the buttons for details

PA pennsylvania STATE OF INDEPENDENCE Agency Help

www.emarketplace.state.pa.us

PA eMarketplace

- COSTARS members review statewide contracts on eMarketplace.
- Members will look at the COSTARS column to determine if the supplier has agreed to sell to COSTARS members.

PA Marketplace Supplier Service Center Bureau of Procurement

> admin login e-mail

Select Contracts View COSTARS Contracts Tips & Tricks

< Back > View List of Contracts > B&W Mode

Search Contracts

Searching for All Items may take a long time. We recommend narrowing the search.

Search by Description bituminous Search

Display Results Display 10 entries per page.

Open Archived Both To view Current and Archived records, select the Both button. Export All to Excel

Hover your mouse over the text to get more details. (Internet Explorer Only)

List of Contracts

Contract #	Description	Overview Change-Notice	Reason for Change	Category	Ending Date	Supplier	COSTARS	Commodity Specialist	Agency	Parent #
4600014417	Bituminous Materials Plant Mix ITQ	O C	Change # 17 & Updated Overview; Updated Overview & Adding C	Raw & Highway Materials	11/30/2015	119442 - Medkley's Limestone Products, Inc.	Yes	John Jones	All Using Agencies	561036ITQ
4600014422	Bituminous Materials Plant Mix ITQ	O C	Change # 17 & Updated Overview; Updated Overview & Adding C	Raw & Highway Materials	11/30/2015	132604 - Pennsy Supply Inc.	Yes	John Jones	All Using Agencies	561036ITQ
4600014423	Bituminous Materials Plant Mix ITQ	O C	Change # 17 & Updated Overview; Updated Overview & Adding C	Raw & Highway Materials	11/30/2015	132604-902 - Pennsy Supply Inc d/b/a McMinns Asphalt	Yes	John Jones	All Using Agencies	561036ITQ
4600014424	Bituminous Materials	O C	Change # 17 & Updated Overview;	Raw & Highway	11/30/2015	117702 - New Enterprise Stone &	Yes	John Jones	All Using Agencies	561036ITQ

Marketing to COSTARS Members

- No requirement for COSTARS members to purchase from any particular awarded supplier.
- DGS does not guarantee volume of COSTARS contract sales.
- It is the sole responsibility of the supplier to promote their products to members.

In FY 2014, the average COSTARS supplier reported more than \$405,000 in COSTARS sales.

Supplier Portal

Home
Resource/Training Center
Sales Reporting
Contract Details
COSTARS Members

WELCOME TO COSTARS SUPPLIER GATEWAY!

MY CONTRACTS DUE FOR RENEWAL OR REQUIRE PAYMENT

No Contracts Due For Renewal or Payment.

MY ACTIVE CONTRACTS

Contract #	Contract Description	End Date	
003-283	IT Hardware	10/31/2014	Report Sales
001-001	Copiers	10/31/2014	Report Sales

[Reported Sales Journal](#)

MY CLOSED/REJECTED CONTRACTS

Home
Resource/Training Center
Sales Reporting
Contract Details
COSTARS Members

COSTARS MEMBER SEARCH

Organization Name

Member ID

Category

State County

Contact Person

Records Per Page

Member List

Organization Name	Member ID	State-County	COSTARS Category	Contact Person	Address	Title	Phone	Fax	EmailAddress
Berrysburg Borough	9002	PA-Dauphin	Borough or Town	Charles Gallagher	PO Box 213, Berrysburg, PA 17005	Councilman		717-362-9417	
Dauphin Borough	3679	PA-Dauphin	Borough or Town	Steve Garner	P.O. Box 487 200 Church Street, Dauphin, PA 17018	President	717-921-2633		
Elizabethville Borough	1280	PA-Dauphin	Borough or Town	Peggy Kahler	PO Box 578 14 S. Market Street, Elizabethville, PA 17023	Borough Secretary	717-362-7945	717-362-4196	elizabethville@comcast.net
Highspire Borough	1321	PA-Dauphin	Borough or Town	John McHale	640 Eshelman Street, Highspire, PA 17034	Borough Manager/Police Chief	717-939-3303	717-939-3371	jmchale@highspire.org
Hummelstown Borough	2200	PA-Dauphin	Borough or Town	Michael O'Keefe	136 S. Hanover St. P.O. Box 307, Hummelstown, PA 17078	Borough Manager	717-566-2555	717-566-3324	borough@hummelstown.net
Lykens Borough	3782	PA-Dauphin	Borough or Town	Jeanette Crabb	200 Main Street, Lykens, PA 17048	Borough Secretary	717-453-7597	717-453-9077	
Middletown Borough	3443	PA-Dauphin	Borough or Town	Todd Webb	60 West Emaus Street, Middletown, PA 17057	Borough Secretary			
Millersburg Borough	1814	PA-Dauphin	Borough or Town	Chris McGann		Manager			
Paxtang Borough	1330	PA-Dauphin	Borough or Town	Faye Clark	3423 Derry Street, Harrisburg, PA 17111	Borough Secretary	717-564-4770	717-561-2020	
Penbrook Borough	2852	PA-Dauphin	Borough or Town	Ronda White	150 South 28 Street, Harrisburg, PA 17103	Treasure	717-232-3733	717-233-8589	rwhite@penbrook.org
Pillow Borough	6850	PA-Dauphin	Borough or Town	Carol Hoch		Secretary/Treasurer			
Royalton Borough	3228	PA-Dauphin	Borough or Town	Bonnie Young	101 Northumberland Street, Middletown, PA 17057	Sec./Treas.	717-944-4831		
Steelton Boro Council	8335	PA-Dauphin	Borough or Town	Steve Shaver	214 S. Second Street, Steelton, PA 17113	Councilmen	717-939-4206		sjssi@aol.com
Steelton Borough	2946	PA-Dauphin	Borough or Town	Sara Gellatly	123 North Front Street, Steelton, PA 17113	Borough manager	717-939-9842 Extn: 5	717-986-9084	sgellatly@steeltonpa.com
Williamstown Borough	2096	PA-Dauphin	Borough or Town	Amy Rexroth	200 S West St PO Box 44, Williamstown, PA 17098	Secretary/Treasurer	717-647-4848	717-647-7501	williamstownborough@comcast.net

COSTARS Logo

COSTARS™ 

 Pennsylvania Department of General Services



Resources

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BUSINESSES LOCAL GOVERNMENT & SCHOOLS STATE GOVERNMENT

COSTARS (COOPERATIVE PURCHASING)

PROGRAM RESOURCES

SURPLUS SUPPLIES & EQUIPMENT

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PENNSYLVANIA STANDARDS LABORATORY

DISASTER/ EMERGENCY PROCUREMENT

LINE-OF-DUTY DEATH BENEFITS

MEMBER INFORMATION

AGGREGATES & ANTI-SKID MATERIALS

FLAG NOTICES

EMARKETPLACE

PA SUPPLIER PORTAL

pennsylvania
DEPARTMENT OF GENERAL SERVICES

TOM WOLF, GOVERNOR | CURT TOPPER, SECRETARY

Department of General Services > Local Government & Schools > COSTARS (Cooperative Purchasing) > Program Resources

COSTARS RESOURCES

CALENDAR OF EVENTS

On October 1, 2015, Pennsylvania issued a travel ban that prohibits all agencies under the Governor's jurisdiction from incurring travel costs due to the budget impasse. All travel events are therefore cancelled until further notice.

COSTARS TRAINING PRESENTATIONS:

- [Member Training Presentation](#)
- [Supplier Training Presentation](#)

NEWSLETTERS

2015

Contact Us:

Department of General Services
Bureau of Procurement
555
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FAQS AND ADDITIONAL INFORMATION

[FAQs](#)

[Links To Related Associations or Other Relevant State Government Entities](#)

[Consider Surplus Property](#)

Note: Please login to COSTARS to view end user training procedures.

Win-Win

- Reduces administrative costs of bidding and contract award.
- Provides flexibility in choosing a supplier.
- Allows for negotiation to “get the sale.”
- Offers competitive pricing that saves taxpayer funds.
- Provides increased opportunity for suppliers to compete for millions of dollars in government business.

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[Facebook.com/Costars-PA](https://www.facebook.com/Costars-PA)
Department of General Services



[Twitter.com/COSTARSNews](https://twitter.com/COSTARSNews)



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- **Robust end-to-end security**  **A**      

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Executive Summary

Our primary objective is to ensure that our clients receive the highest quality of service and support. We are committed to providing a seamless and efficient experience across all touchpoints, from initial contact to ongoing support. This summary outlines our key strategies and initiatives designed to enhance client satisfaction and drive business growth.

We have implemented several key initiatives to improve our client experience, including:

- **Enhanced Client Onboarding:** Streamlined the onboarding process to reduce time-to-value for new clients. This includes providing clear guidance and support throughout the initial setup phase.
- **Proactive Relationship Management:** Implemented a proactive approach to identify and address potential issues before they impact the client. This involves regular communication and monitoring of account health.
- **Personalized Service:** Tailored our services and support to meet the specific needs of each client, ensuring a more relevant and effective experience.

These initiatives are designed to build long-term relationships and increase client loyalty. By focusing on proactive relationship management, we can anticipate and address client needs, resulting in higher satisfaction and retention rates.

Our commitment to excellence is reflected in our continuous investment in technology and training. We are constantly evolving our services to stay ahead of the competition and provide the most innovative solutions to our clients. This dedication to innovation and quality is the foundation of our success.

Proactive Relationship Management

Proactive Relationship Management (PRM) is a strategic approach to client engagement that focuses on identifying and addressing potential issues before they become problems. This involves regular communication, monitoring of account health, and providing personalized support. PRM helps to build trust, increase client loyalty, and reduce churn. By taking a proactive approach, we can ensure that our clients are always satisfied and supported.



PRM is a continuous process that requires ongoing communication and collaboration between all stakeholders. By working together, we can ensure that our clients receive the best possible service and support. This proactive approach is essential for building strong, long-term relationships and driving sustainable business growth.

1. **Seamless Online Experience**
 2. **Secure**
 3. **Simple**
 4. **Smart**

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 3. **Simple**
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Seamless Online Experience



1. **Seamless Online Experience**
 2. **Secure**
 3. **Simple**
 4. **Smart**

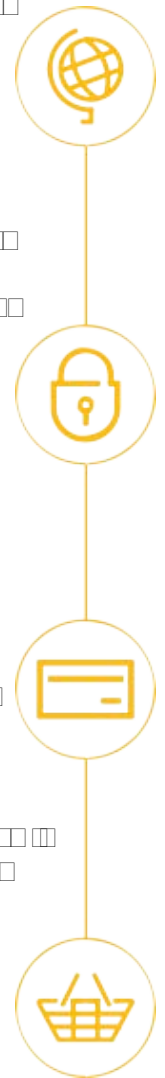
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 4. **Smart**

• Seamless Online Experience

- Seamless Online Experience
- Secure
- Simple
- Smart
- Seamless Online Experience
- Secure
- Simple
- Smart

• Seamless Online Experience



Department Name	Solution	Estimated Time/Effort *
Pennsylvania Liquor Control Board	Continue to process via ACI. Requires new MIDs	Typically 2-3 weeks
Department of Conservation and Natural resources (DCNR)	Continue to process via CyberSource requires new MIDs	Typically 2-3 weeks
Pennsylvania Historical and Museum Commission	Continue to process via Galaxy requires new MIDs	Typically 2-3 weeks
Dept. of General Services (DGS)	Reprogram FD 130 with new mid. Replace Hypercom T7 with FD130 duo	Typically 2-3 weeks
Dept. of Health Hearing Aid	Replace Hypercom T7 with FD130 duo	Typically 2-3 weeks
Dept. of Health	Reprogram FD130 with new mid. Replace FD Global gateway with Payeezy Hosted Check Out page	FD130 reprogram. 5-7 days (5 days to get mid) Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent
Dept. of Banking	Replace YourPay with Payeezy Hosted Check Out page	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent
Dept. of Agriculture	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent. Obtain1 FD 35 Pin pad for use with FD100 terminal.
Dept. of Community and Economic Development	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent

Department Name	Solution	Estimated Time/Effort *
Dept. of Education	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent
Dept. of Environmental Protection	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent
Dept. of Human Services	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent
Dept. of State	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent
Dept. of Transportation (PennDot)	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page or Payeezy Gateway API.	Some coding work will be needed. Implementation can take from 2 weeks to 3 months depending on solution chosen. Timing is Commonwealth/agency resource dependent.
PennDot Store	Reprogram Existing FD100Ti with new MID. Note: we can support future plans for Verifone MX915, MX925 and Dynapro.	5-7 days (5 days to get mid)
PA State Police	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent

Department Name	Solution	Estimated Time/Effort *
PA Fish and Boat	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page Replace any non EMV terminals with FD130 duo (RFP did not state terminal type used	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent
PA Game Commission	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page Replace any non EMV terminals with FD130 duo (RFP did not state terminal type used)	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent
Dept. of Military and Veteran affairs	RFP did not indicate payment method. Volume is small recommend FD130 terminal Payeezy virtual terminal	1-2 weeks
Public Utility	Replace Epay.net and Global gateway with Payeezy Hosted Check Out page	Some coding work will be needed. Implementation can take from 2 weeks to 2 months. Timing is Commonwealth/agency resource dependent
Costars	Replace Epay.net and Global gateway with Payeezy virtual terminal	1 week

*Note (this is just an estimate and can change once more detailed requirements are gathered)

3. Work Plan (II-3.)

Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

Our technical plans for implementing the requirements of the RFP are included as Attachment 1. This MS Project plan details the tasks, predecessors, successors, task durations, person hours and critical path.

We utilize a consistent framework and methodology based on Project Management Institute (PMI) principles. The methodology includes key deliverables and controls within Initiation, Planning, Executing and Controlling, and the Closing phases. The process provides flexibility to enable project managers and teams to be effective in the management and delivery of products and services with the project framework. Project management tools and artifacts developed in a project's life cycle enable 'cradle to grave' management, oversight and control of products or changes of various sizes and complexity.

Our Project Managers must possess the following core competencies:

Competency	Expectations
Project Execution	<ul style="list-style-type: none"> Ability to manage complex and large scale initiatives independently with little to no direction Vendor Management—Ability to manage, set expectations, and drive results with vendors Drive planning and execution for matrix teams Own and drive the overall project plan, milestones, critical path, and scheduling efforts Deep knowledge in Risk Management—Effectively identify risks and then develop mitigation strategies Mastery of project planning, forecasting, and estimating Excellent communications both written and verbal Lead project teams in delivering projects on time and on budget that meet clients expectations and quality measures

Competency	Expectations
Leadership	<p>Ability to lead and influence others within the organization at the executive level and individual contributor level</p> <p>Ability to interpret and then execute the corporate strategy and goals</p> <p>Organizational savvy—strong relationship building; ability to navigate corporate culture and politics</p> <p>Ability to motivate project team members</p> <p>Ability to develop and build strong matrix teams</p> <p>Ability to deliver constructive and positive feedback in order to drive performance</p> <p>Strong problem-solving skills and ability to effectively escalate issues</p> <p>Ability to mentor and coach others on the project management discipline</p> <p>Strong presentation skills—ability to develop a strong message and deliver it in an effective, succinct manner</p> <p>Business acumen—understands our business, industry, applications (strong domain knowledge)</p> <p>Executive presence</p>
PMBOK Knowledge/Mastery	<p>Strong understanding of the PMI Project Management Body of Knowledge</p> <p>PMI certification preferred (PMP)</p> <p>Working knowledge of First Data's internal processes as they relate to project management</p>

Further details of how we will accomplish the technical plan are included below within the requirements provided as Part IV, Statement of Work.

1. Objectives (IV-1)

First Data understands your objectives and provides a detailed response within Section II-1, Statement of the Problem.

2. Nature and Scope of the Project (IV-2)

First Data understands your objectives and provides a detailed response within Section II-2, Management Summary.

3. Requirements (IV-3)

Offerors must acknowledge each of the requirements below and, if applicable, describe how the requirement will be met.

A. Contractor Capabilities.

1. **Offeror’s International Individual Bank Fitch rating must be a “B” (Strong Bank) or higher OR has a Long Term Credit Fitch Rating of “BBB” (Good) or higher. Offerors must provide their current Fitch Rating in the proposal response.**

Santander Merchant Services Bank Fitch rating is A-, this rating and further evidence of financial strength can be viewed at:

http://www.santander.com/csgs/Satellite/CFWCSancomQP01/en_GB/Corporate/Shareholders-and-Investors/Financial-and-economic-information/Ratings.html

2. **At the time of proposal submission, the Offeror’s system must be able to provide electronic authorization, data capture and processing of all of the payment cards/methods as outlined in IV-1 A. General.**

Our system is able to provide electronic authorization, data capture and processing of all of the payment cards and methods outlined in Section IV-1.A as shown below. Details of how we propose to meet your requirements are addressed in our response to Section II-2, Management Summary, and throughout our Technical Submittal.

Electronic payments	Santander Merchant Services Meets Objective
Currently in Use:	
Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover)	✓
Point of Sale (POS), Phone, Mail, Fax,	✓
Internet, and Interactive Voice Response (IVR)	
On-line and Off-line Debit Cards, combination debit/payment cards by POS	✓
Automated Clearing House (ACH)	✓
Gift Cards	✓
Current and future electronic payments methods:	
Chip & Signature	✓
Chip & Pin	✓

Electronic payments	Santander Merchant Services Meets Objective
E-Check	✓
Check Scanners	✓
Online payment options (Pay Pal, Apple Pay, etc)	✓
Hosted Payment Solution/check-out page	✓
Web Services API	✓
Electronic Benefit Transfer (EBT)	✓
NEAR FIELD Communications (NFC), e.g. Mobile Pay, Card Readers, Cellular, WIFI, etc.	✓
Tokenization	✓

3. **The selected Offeror or its merchant processor must be certified to work with the ACI RCS payment switch. The PLCB currently utilizes the ACI technology.**

Our processing platforms are certified to work with the ACI RCS payment switch.

B. Compliance. The selected Offeror must agree to and abide by:

1. **All federal laws and regulations for the processing of electronic payment transactions.**

First Data has regulatory systems and procedures in place to ensure compliance with all applicable laws. We will agree and abide with all federal laws and regulations for the processing of electronic payment transactions.

- a. **During the term of the Contract, the selected Offeror must notify the Commonwealth of any changes to federal or credit/debit card company rules and regulations, bylaws, or any other related materials that will affect processing of debit/payment card transactions. The selected Offeror must provide this information to the Contract Administrator and may be required to provide this information to each Commonwealth merchant.**

Your Account Executive, Lauren Harris, will notify the Commonwealth, during the term of the contract, of any changes to federal or credit/debit card company rules and regulations, bylaws or any other

- g. Offeror must accept responsibility, in the form of a written agreement in accordance with PCI-DSS section 12.8.2, for breach and incident response, mitigation, notification and any other action or remedy necessary as a result of an incident or breach. Offeror shall be responsible for all resulting costs and fees, including but not limited to labor, materials, supplies, credit monitoring costs, and fines. Disagreements regarding liability for costs associated with incidents and breaches shall be handled under the Data Breach or Loss provisions of this Contract. In the event of a breach, the Offeror is required to notify the commonwealth within 1 hour.**

Contractor would like to negotiate a mutually acceptable provision related to data breach recognizing responsibility for those items of damage caused by Contractor.

- h. Offerors, as part of their proposal response, shall describe their approach to the following questions:**
 - i. Describe the technical components of the SAAS based hosted payment solution you are proposing.**

The Payeezy Gateway Hosted Checkout Page leverages state of the art infrastructure and application stacks to provide a secure and scalable solution, while reducing PCI scope for merchants. The Hosted Checkout Page configured within the Payeezy Gateway Realtime Payment Manager (RPM) and are served from the gateway’s redundant web/application servers. The web/application servers are secured behind firewalls with built in Intrusion Detection. All data is stored within a secure database further protected by firewalls and data storage conforms to both PCI DDS 3.x and First Data’s data protection policies. All infrastructure components are redundant such that the failure of a server will not impact delivery of the service. Furthermore, there are 2 hosting locations, one primary and one secondary with manual failover to the secondary site.

Infrastructure Components	Payeezy Gateway Implementation
Web/Application Servers:	Redundant Virtualized Linux servers
Database Servers:	Redundant Physical Linux Servers
Firewalls	Redundant Physical Firewalls
Routers/Switches	Redundant Physical Networking devices
Proxy Servers	Redundant Virtual Proxies
Application:	Horizontally scaled with

Infrastructure Components	Payeezy Gateway Implementation
	session failover
Data Centers	Primary & Secondary with manual failover

ii. Describe your approach to ensuring the payment processing solution adheres to PCI compliance requirements as aligned to the level of transactions.

PCI compliance status is reaffirmed every calendar year by our Qualified Security Assessor (QSA), Trustwave, and includes quarterly vulnerability assessments. First Data maintains a PCI-DSS Program that includes validating PCI compliance performed every calendar year for its global family of business units using a Qualified Security Assessor (QSA). PCI validation paperwork is sent to Visa and PCI Council performed every calendar year, and this can be reviewed by visiting the Visa web site that lists all validated Level 1 Service Providers. See: <http://www.visa.com/splisting/>.

iii. Describe your approach to ensuring the commonwealth is appropriately notified in the event of any type of data or security breach. Describe if your hosted payment solution has ever been breached, what were the circumstances and how did you address it.

In accordance with the First Data Incident Response Plan, First Data will notify customers promptly if any of their non-public personal information (NPPI) is compromised to an unauthorized party. In the event of a break in security controls, First Data's immediate responsibility is to assess the nature and scope of the event and authorize remediation. Throughout the process, we would keep customers informed at regular and meaningful intervals. Exact timing and disclosure may vary due to the nature of the incident, progress in the investigation, and requirements imposed by law enforcement agencies.

Any material claims and judgments are listed in our publicly available SEC filings. First Data will notify the customer promptly if any of the customer's non-public personal information (NPPI) is compromised to an unauthorized party.

iv. Describe how you would approach notifying impacted citizens of a breach with your hosted payment solution.

First Data Incident Response Plan's provides processes to notify impacted citizens as detailed in our response to question B.2.h.iii above.

v. **Include the last 3 copies of independent audits completed for the hosted payment processing solution you are proposing to the commonwealth under this RFP.**

- _____
- _____
- _____

3. **NACHA Operating Rules for ACH payments. NACHA Operating Rules are available at <http://www.achrulesonline.org/>.**

4. **PCI DSS Tokenization Guidelines for transactions utilizing Tokenization. CI DSS Tokenization Guidelines are available at [https://www.pcisecuritystandards.org/documents/Tokenization Guidelines Info Supplement.pdf](https://www.pcisecuritystandards.org/documents/Tokenization_Guidelines_Info_Supplement.pdf).**

C. IT Requirements. The selected Offeror must agree to:

- 1 The Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT) as described in Part I-30.**



- 2 The Hosting Requirements as outlined in Appendix H – Requirements for non- Commonwealth Hosted Applications/Services.**

We understand the hosting requirements specified by the Commonwealth and provide below our compliance with Appendix H, Requirements for Non-Commonwealth Hosted Applications / Services.

A. Hosting Requirements

- 1. Offerors shall provide a successfully passed SSAE-16 SOC2 audit report, conducted by an independent certified public accounting firm, subject to the approval of the Department, as part of its proposal, and the selected Offeror shall provide a SSAE-16 audit report annually.**

First Data can only supply a SOC 1 once an appropriate Non-Disclosure Agreement is in place. However, you are welcome to review them onsite at our office in lieu of executing a NDA.

- 2. The selected Offeror shall supply all hosting equipment (hardware and software) required for performance of the Contract. This includes environments necessary for development and user acceptance testing.**

We will supply all required hosting equipment to fulfill the terms of the contract as further detailed in our response to Section II-2, Management Summary.

- 3. The selected Offeror shall provide role-based secure access to all levels of users via the internet.**

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- 4. **The selected Offeror shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.**

- 5. **The selected Offeror shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements as described in Appendix J.**

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- 6. **The selected Offeror shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within the timeframe defined in the RFP. In the event of any impermissible disclosure, loss or destruction of Confidential Information, the Offeror shall take all reasonable steps to prevent the exfiltration of Confidential Information, mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the selected Offeror shall comply with state and federal data breach notification regulations and shall report security incidents to the Commonwealth within one (1) hour of when the selected Offeror knows of such unauthorized access, use, release, or disclosure of data.**

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_____ A _____
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- 2. If determined to be non-compliant the selected Offeror shall submit to the Commonwealth a detailed remediation plan to address deficiencies, and remediate deficiencies to become PCI-DSS compliant.**

_____ _____
_____ _____

D. Data Storage

- 1. The selected Offeror shall take all necessary measures to protect the data in accordance with PCI-DSS requirements: sensitive authentication data may not be stored at any time (PCI-DSS v3.1 section 3.2.2)**

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_____ _____

- 2. The selected Offeror shall be solely responsible for all data storage required.**

_____ _____
_____ _____

- 3. The Selected Offeror shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect that data particularly in instances where sensitive data may be stored on a Selected Offeror controlled or owned electronic device.**

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E. Disaster Recovery and Business Continuity

- 1. The selected Offeror shall employ reasonable disaster recovery procedures to assist in preventing interruption in the use of the system.**

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G. Adherence to Policy

- 1. The selected Offeror's support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for each classification of problem.**

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2. The selected Offeror shall abide by all the Commonwealth's policies (Information Technology Policies (ITPs)).

A _____

H. Closeout

1. When the contract term expires or terminates, and at any other time at the written request of the Commonwealth, the selected Offeror must promptly return to the Commonwealth all its data (and all copies of this information), in a format agreed to by the Commonwealth, that is in the selected Offeror's possession or control.

3 Ensure no payment card data is traversing the commonwealth network when an online payment transaction occurs or when viewed by commonwealth employees in the online reporting tool.

1 Accommodate all of the data collection methods listed in IV-1, A.

Our system is able to provide electronic authorization, data capture and processing of all of the payment cards and methods outlined in Section IV-1.A as shown below. Details of how we propose to meet your requirements are addressed in our response to Section II-2, Management Summary, and throughout our Technical Submittal.

Electronic payments	Santander Merchant Services Meets Objective
currently in use:	
Bank and non-bank Payment cards (Visa, MasterCard, Amex, Discover)	✓
Point of Sale (POS), Phone, Mail, Fax,	✓
Internet, and Interactive Voice Response (IVR)	
On-line and Off-line Debit Cards, combination debit/payment cards by POS	✓
Automated Clearing House (ACH)	✓
Gift Cards	✓
Current and future electronic payments methods:	
Chip & Signature	✓
Chip & Pin	✓
E-Check	✓
Check Scanners	✓
Online payment options (Pay Pal, Apple Pay, etc)	✓
Hosted Payment Solution/check-out page	✓
Web Services API	✓
Electronic Benefit Transfer (EBT)	✓
NEAR FIELD	✓

Electronic payments	Santander Merchant Services Meets Objective
Communications (NFC), e.g. Mobile Pay, Card Readers, Cellular, WIFI, etc.	
Tokenization	✓

2 Provide a seamless transition from the government application (ePay.net) to the electronic payment solution provider. The commonwealth is interested in transitioning away from ePay.Net to a SAAS based hosted payment solution developed, maintained and supported by the selected Offeror. ePay.NET may continue to be used until the Offeror’s hosted payment solution is available. Therefore, any solution must also adhere to all of the following requirements for the Commonwealth’s EPay.net:

a. Support XML-based transactions.

The Payeezy Gateway supports SOAP/XML Web Service Integration as well as Rest/Json API integration. Details are available at our Payeezy Gateway KnowledgeBase here: <https://support.payeezy.com/hc/en-us/articles/204029989-First-Data-Payeezy-Gateway-Web-Service-API-Reference-Guide>

b. Provide an Application Program Interface (API) Guide. Offerors must provide a link to the Offeror’s API Guide. If a link cannot be provided, a copy of the Offeror’s API Guide must be included in the Offeror’s proposal.

We agree to provide an API guide; our Application Program Interface (API) guide is accessible at the following link: <https://www.firstdata.com/downloads/marketing-merchant/fdgg-web-service-api.pdf>.

c. Provide detailed transaction error messages for failure in connecting to the payment gateway for troubleshooting purposes.

The Payeezy Gateway provides robust error messages for each of the various integration methods.

- **API Error Messages:** <https://support.payeezy.com/hc/en-us/articles/204029989-First-Data-Payeezy-Gateway-Web-Service-API-Reference-Guide-#8.3>
- **Hosted Checkout Pages:** <https://support.payeezy.com/hc/en-us/articles/203992129-First-Data-Payeezy-Gateway-Hosted-Payment-Pages-Integration-Manual#9.6>

agency both in the amount of detail needed and in the mechanism for, and frequency of the reports. Reporting must be available at both a summary and detail level. This detail is required for assurance, reconciliations and audit purposes. It also provides the required documentation to support all fees charged. The Contract Administrator, or designee, must be provided access to all agency reports with agencies having a different level of security access.

The online reporting tool shall have the ability to provide:

- Pre-programmed detail and summary reports for the current/unsettled batch and for settled batches by agency application or location.
- User-initiated ad-hoc queries into both current/unsettled batch and settled batches, including declined transactions, with various records election criteria, including transaction date, Commonwealth unique transaction number and ranges, transaction status, payment card type and cardholder name.
- Reconciliation reports. Reports must be available for next day online query/reporting capabilities, including but not limited to daily and monthly reports for posting settled funds to the appropriate account(s) and to reconcile available deposits/funding to net processed transactions.
- Transaction Report. Reports must be available for next day online query/reporting capabilities to analyze all transactions whether initiated by the Commonwealth or the processor. Reports must be able to analyze/drill down to the detail level. Refer to Appendix I - Transaction Report Detail.
- Masked Credit Card Data. All credit card data present in any reporting function must be masked
- A consolidated monthly summary roll-up report (Monthly Invoice Report) by the 10th calendar day of each month which includes all prior month transactions or the Contract Administrator must have the ability to extract this information electronically.
- Reports by Transaction Detail as outlined in Appendix I – Transaction Report Detail.

All reports, regardless of frequency, must be available electronically. This format requirement must include database search (live query vs. a flat report) based on search criteria. Agencies should be able to download these reports as tab delimited text file format or other file format that may be easily imported into Microsoft Excel and should also be easily available to produce hard copy reports. The PLCB requires the database inquiry format to be in a format that includes store totals, store by card type and transaction by store. Search capabilities must include querying by amount, merchant location, and card number. The selected Offerors online reporting system must

E. Emergency Preparedness.

To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1 Describe how you anticipate such a crisis will impact your operations.

2 Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of emergency preparedness:

a. Reserved

b. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)

c. Identified essential business functions and key employees (within your organization) necessary to carry them out

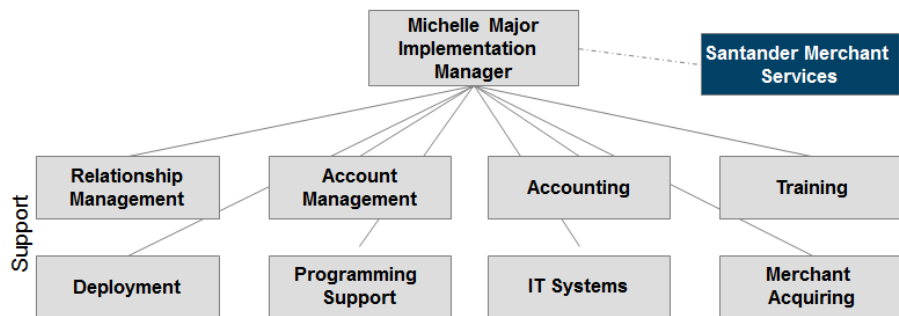
to identify and propose the latest technological methods for new applications or applications choosing to convert

A. Implementation.

1. Implementation Process – New and Transitioning Users. The selected Offeror will be expected to collaborate with designated Commonwealth personnel to develop a comprehensive implementation, which will ensure that the turnover is successful and smooth. The selected Offeror must be capable of making an orderly transition of services without any interruption of service to Commonwealth customers. The selected Offeror must provide a detailed implementation plan for accomplishing all of the work proposed in this RFP. If a “Phased-in” conversion is proposed, the start of the phase-in must be coordinated with the Commonwealth. Offerors must describe their approach to testing, meeting the required timelines for implementation, transitioning issues, and solutions for transitioning from the current Contractor and for transitioning to future phased-in applications. Refer to Appendix F – Existing Applications for common interfaces with existing and Commonwealth computer applications.

Implementation cannot take place between April and September for DCNR and between October and January for PLCB. These are high volumes periods for the two agencies and preclude transitioning during those times.

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quality management and oversight. The implementation tasks within our project work plan align with PMI standards for schedule management and encompass the hierarchal work breakdown structure (WBS) and schedule covering the implementation and post implementation tasks and activities. Our methodology consistently focuses on meeting the following objectives:

- Providing a single point of contact for all stakeholders during the implementation life cycle
- Managing the implementation project from initial scope to the final rollout
- Ensuring the Commonwealth is properly implemented, fully trained, and processing with all elected entitlements

A dedicated implementation team is assigned to guide you through each step in the methodology to provide a smooth and swift transition. This includes a dedicated implementation manager working closely with your relationship management team to ensure your needs are met and your expectations are exceeded. We provide an established and proven implementation process outlined as follows: All steps may not be required based on your specific needs, which will be defined in the data discovery and analysis phase.

Conversion Methodology	Steps
Data Discovery and Analysis	<ul style="list-style-type: none"> • Analysis of requirements needed to convert to platform • Authorizations • Deposit/settlement <ul style="list-style-type: none"> ✓ Define network, systems, and programming requirements ✓ Complete the Merchant Implementation Request (MIR) and Technical Survey ✓ Define requirements needed by the Merchant Technical Implementation Group and Network Planning ✓ Research system and business processing in the current environment • Backoffice operations

Conversion Methodology	Steps
	<ul style="list-style-type: none"> ✓ Retrieval procedures ✓ Chargeback procedures ✓ Reconciliation/funding • Merchant Masterfile setup to define merchant number hierarchy • Welcome kits/plates • Reporting/products • Review sales package for accuracy and completeness – verify contract language incorporates all products and services including appropriate fees • Obtain/define types of terminal equipment to be reprogrammed and/or deployed • Identify any special terminal features or dialing instructions • Obtain/define card entitlements
Construction/Development	<ul style="list-style-type: none"> • Secure necessary internal support, acting as a liaison with the following areas as needed: <ul style="list-style-type: none"> ✓ Sales ✓ New account setup ✓ Network planning and engineering ✓ Software development and certification ✓ Product management ✓ Supplies ✓ Deployment – Project Activation Conversion

Conversion Methodology	Steps
	<p data-bbox="1024 342 1206 373">Team (PACT)</p> <ul data-bbox="930 394 1360 877" style="list-style-type: none"> <li data-bbox="930 394 1360 489">• Work with third-party vendors to identify changes, if required <li data-bbox="930 510 1325 573">• Provide weekly conversion status reports <li data-bbox="930 594 1360 730">• Coordinate, create, and follow up on system requests if new coding or customization is required <li data-bbox="930 751 1325 877">• Create, maintain and execute project plans and verify timeliness for overall conversion
Testing/Set Up	<ul data-bbox="930 905 1360 1644" style="list-style-type: none"> <li data-bbox="930 905 1360 1035">• Coordinate, track and monitor all authorization and settlement/funding testing with Macy's <li data-bbox="930 1056 1360 1186">• Prepare, submit and track all product/reporting implementation request deliverables <li data-bbox="930 1207 1219 1270">• Perform masterfile verification <li data-bbox="930 1291 1360 1486">• Track and communicate all project deliverables, including software development and internal/external equipment installation <li data-bbox="930 1507 1360 1644">• Coordinate, track and monitor all POS solutions (reprogramming, downloads, deployment)
Implementation	<ul data-bbox="930 1665 1325 1860" style="list-style-type: none"> <li data-bbox="930 1665 1325 1696">• Agree on roll-out schedule <li data-bbox="930 1717 1325 1780">• Identify and coordinate all terminal training needs <li data-bbox="930 1801 1325 1860">• Confirm all one-time jobs/change records are

Conversion Methodology	Steps
	installed <ul style="list-style-type: none"> • Identify and coordinate any back office training needs • Provide customer service contacts • Provide escalation procedures
Post-Conversion Support	<ul style="list-style-type: none"> • Monitor initial days of activity to confirm correct Interchange levels are being achieved • Review reconciliation process through first complete statement cycle • Review all reporting, online and data files • Address and resolve any open issues • Complete turnover to Relationship Manager and Account Manager

Once the final contracts are received, the dedicated implementation manager will contact the Commonwealth’s key resources to begin the due diligence within our system and review your project plan and target go-live dates. Our implementation manager will have overall responsibility to ensure a smooth and timely conversion from your incumbent to Santander. Their responsibilities include, providing support to your relationship management team, program vendor support, certification, testing, training and implementation roll out. In the kick-off meeting, we will establish key goals and collaborate on implementation options.

The following milestones and expected timeframes are keys to the success of the implementation process.

Implementation Process Flow

- 2. Agency Participation Procedures.** Agencies using the electronic payment processing contract for new programs will contact the Contract Administrator, who will provide them with an enrollment package. This package will contain all information an agency needs to have prior to participating in the contract. If an agency contacts the selected Offeror directly, the selected Offeror will direct the agency to the Contract Administrator. The selected Offeror is not authorized to conduct business with any Commonwealth agency without following these procedures.

After an agency receives the enrollment package, the selected Offeror and agency will meet to discuss agency needs and determine services the selected Offeror will offer the agency. The selected Offeror shall notify the Contract Administrator of every meeting held between the agency and the selected Offeror. The Contract Administrator may attend any of these meetings.

We understand your defined Agency Participation Procedures for agencies using electronic payment and processing. Your Account Executive and Account Manager will work with you to establish clearly defined procedures and rules and adhere to your policies with regard in onboarding new agencies.

- 3. Weekly Development Status Report.** The selected Offeror must provide a weekly status report through the implementation date of the program. The report must be emailed to the Contract Administrator by the close of business each Monday for the preceding week. The report shall cover the overall progress of the program's development and will be used throughout the initial development phase of the project and any subsequent expansion of the program. The report shall contain the following information:

1. Date of Report
2. Project manager name
3. Project manager telephone number, fax number, email address
4. Brief description of the work accomplished, emphasizing progress made since the last reporting period.
5. Description of any unresolved and/or anticipated problems, if any, name of individual assigned to them, anticipated resolution date with recommendation for resolution, and if the issue(s) will impact the implementation schedule.

A weekly meeting shall be held between the selected Offeror, Contract Administrator and agency to discuss weekly reports.

A. [Redacted text]

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- [Redacted bullet point]
- [Redacted bullet point]

A. [Redacted text]

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- [Redacted bullet point]

B. General Processing Requirements. This section describes the processing methodology of the electronic authorization and data capture system as well as the communication network. It includes how individual transaction procedures are accomplished on the part of the Commonwealth personnel using the selected Offeror's system. The system must:

1. Perform an exact validation on the payment card number and the payment card expiration date.

A. [Redacted text]

resolution of incoming chargebacks. As part of the business rules and internal procedures, we validate issuer and cardholder requirements as part of the overall dispute investigation.

Merchants are informed of disputed chargebacks either by mail, fax, electronic file, or Dispute Manager, based on available functionality and merchant setup. A Chargeback Notification form is provided for all disputes adjusted to the merchant and the debit appears on the merchant's bank statement as well as other reporting tools. The merchant will have access to this process electronically through the Dispute Manager service. Reversal of a debit will occur when a remedy has been supplied within the required timeframe.

We are extremely effective in the representments processed with or without merchant involvement. Currently, an average 81 percent of representments remain with the issuer and do not result in further dispute action and this statistic can increase beyond 81 percent based on merchant industry and chargeback reason code.

The Dispute ManagerSM service is a highly secure Web-enabled front-end interface to help merchants and/or clients effectively manage sales disputes (chargebacks and retrievals) with greater efficiency in a real-time environment. First Data Product Management, along with First Data Systems and Operations support, created this Web-based tool to help merchants simplify backoffice processes and expedite response time on retrieval requests. The improved response time can result in reduced non-response chargebacks. The Dispute Manager service can also provide data and information to merchants to help them gain control of their sales dispute expense management.

Dispute Manager is easy for merchants/clients to use and provides the following key features:

Dispute Manager—Key Features
Electronic delivery method ensures chargebacks and retrievals are not “lost” via the mail or fax
Sends merchants confirmation and acknowledgement that response has been received
Alerts merchants if all required documentation has not been submitted (can reduce chargebacks for non-response)
Provides work queues of all outstanding chargebacks and retrievals in need of a response
Provides the ability to query or sort chargeback or retrieval requests online for prioritization and management of disputes (by cardholder, sale amount, etc.)
Offers imaged cardholder, bank, and other supporting

Dispute Manager—Key Features
documentation, as well as provides the merchant the ability to scan in documentation to support fulfillment
Provides the ability to manipulate images, e.g., magnify, rotate, flip, scroll, for optimal viewing capability
Assists merchant in navigation within the Dispute Manager program and provides educational information that can be updated with new release information through Online Help

- a. **The selected Offeror must be able to provide notification by an online reporting tool (for both debit and payment card transactions), fax or e-mail to the end-user agency when a chargeback has been initiated by a cardholder’s bank. At a minimum, the following information related to the chargeback must be provided: original transaction date, location, Commonwealth transaction identifier, dollar amount, cardholder’s account number, reason for the chargeback, and any letters or affidavits from the cardholder. For the PLCB, the store number must also be provided.**

As described above, our Dispute Manager solution provides online notification for chargebacks and will provide your unique identifier number, dollar amount, cardholder number, and reason for chargeback along with originating documentation from the cardholder. As required for the PLCB, we will report store number.

- b. **The Commonwealth has the right to provide to the selected Offeror any information/documentation to dispute the claim and accept or deny the chargeback. The selected Offeror must be capable of receiving information via fax, e-mail or online. The selected Offeror must confirm via a fax or e-mail that the information has been received.**

We understand that the Commonwealth has the right to provide to us any information or documentation to dispute the claim and accept or deny the chargeback. We are capable of confirming receipt of your information in our online Dispute Manager solution. We can also receive information via fax or email.

- c. **The selected Offeror must be able to notify the Commonwealth of the outcome of the chargeback request. If the Commonwealth incurs a chargeback, the selected Offeror must have the ability to debit a bank account designated by the Commonwealth. The selected Offeror must be able to provide notification prior to debiting this**

account. The Commonwealth may cancel any products or services if a chargeback occurs.

We will notify the Commonwealth through use of our Dispute Manager solution of the outcome of chargeback requests. Our solution provides the ability to debit bank accounts. Also, through Dispute Manager we can provide notice prior to the debit of bank accounts.

- d. The selected Offeror’s system must have the ability to report on any previous transaction in its entirety for the purpose of dispute reporting. The selected Offeror’s system must have the ability to respond to retrieval requests online.**

Dispute Manager online solution provides the ability to report on previous transactions in their entirety.

- 10. Processing Time/Requirements. The selected Offeror must submit authorized transactions for draft capture within the time frame(s) required by the applicable Card Association(s) that incur the lowest transaction processing rates.**

We submit authorized transaction within the timeframe required by the Card Associations. For terminal based transactions, we submit them as soon as we receive the batch file. With Payeezy and automatic capture, we submit automatically unless you send batches through a API. In the case of a batch submittal through an API, we submit as soon as we receive the batch file.

- C. Data Transmission. The content of transactions will vary based on agency application. The selected Offeror must be able to accommodate various agency applications.**

- 1. The selected Offeror’s system must:**

- a. Be able to transmit data to the Commonwealth either via the internet or over a private network utilizing TCPIP/FTP protocol.**

We support and offer various connectivity options. Listed below are communication protocol options we offer:

Connection	Description	Speed/Benefits
Dial-up	Dial-up is the most common way smaller merchants accept electronic payments. Credit card terminals have built in modems that dial the payment processor when a card is swiped. Dial-up is	Telephone number dialed to establish a connection A 10 to 12-second response time* for an authorization

Connection	Description	Speed/Benefits
	<p>one of the most cost-effective ways for low volume merchants with over the counter payments to accept electronic payments.</p>	
<p>Dedicated Circuit Processing (MPLS, Lease Line)</p>	<p>Dedicated circuit processing offers an end-to-end high speed and managed service for the fastest possible response time on authorizations for electronic payments.</p>	<p>Connection always available with no dialing necessary Faster transaction response time than dial-up Average 2 to 5-second response time* for authorizations depending on your network architecture</p>
<p>Web-based Connectivity</p>	<p>Internet connectivity gives merchants the ability to leverage the speed and availability of the Internet as a means of transporting electronic payments to the payment processor. The Internet gives merchants the speed of dedicated circuit processing at dial-up costs (plus PCI compliance costs). Encryption ensures safety and confidentiality as electronic payments pass through public networks. IP terminals available that will communicate to First Data. Small merchants with no over-the-counter transactions can manually enter those transactions into</p>	<p>Connection always available with no dialing necessary Faster transaction response time than dial-up Reduce phone line expenses 2 to 5-second response time* for authorizations</p>

Connection	Description	Speed/Benefits
	the Virtual Terminal. Delivered via Secure Transport (formerly Datawire; now a First Data company).	
Cliented-VPN Network	Uses the Internet as a form of transport using an First Data-provisioned, hardware based VPN solution including a diverse network access for backup.	2-5 second response time for an authorization

*Time frames are based on estimated response times.

b. Be able to import/export EDI ANSI X.12, XML and various other open systems data transfers.

We support the above standards and application interfaces using Internet standards such as HTTPS, SOAP, XML, and TCP/IP. The Commonwealth can develop applications on many different platforms (Microsoft, UNIX, Wireless) using a wide variety of development languages and tools.

c. Be able to import/export/transmit data on –line and in batch mode.

We support both online and batch mode transactions.

d. Retain payment card data in an encrypted format in accordance with PCI-DSS requirements. This data must only be accessible to authorized Commonwealth personnel.

We retain payment card data in the encrypted format in accordance with PCI-DSS requirements.

e. Provide for tokenization that allows the Commonwealth to maintain secure tokens for future, recurring payment transactions without needing to maintain specific card or account information.

Our TransArmor Solution provides tokenization for the future and allows for recurring payments without the need to maintain cardholder account information. In addition, it offers powerful payment card security that combines the flexibility of software- or hardware-based encryption with random-number tokenization to protect the Commonwealth and your customers from the consequences of a payment card data breach. Our solution is incredibly powerful and easy to use, and protects all kinds of payment options—even mobile payments. The TransArmor solution is a combination of encryption and tokenization

The information provided in this document is for informational purposes only and does not constitute an offer of any financial product or service. It is intended to provide a general overview of the features and benefits of the A+ program. The information is subject to change without notice and is not intended to be used as a basis for investment decisions.

The A+ program is designed to provide a comprehensive suite of services and benefits to our valued customers. The program is structured to provide a high level of service and support, ensuring that our customers receive the best possible experience.

- The A+ program provides a comprehensive suite of services and benefits, including:
- Personalized service and support from dedicated account managers.
- Access to exclusive offers and promotions.

Advantages

The A+ program offers several key advantages to our customers. These include personalized service, access to exclusive offers, and a high level of support. The program is designed to provide a comprehensive suite of services and benefits, ensuring that our customers receive the best possible experience.

- Personalized service and support from dedicated account managers.
- Access to exclusive offers and promotions.
- High level of support and service.
- Comprehensive suite of services and benefits.

How It Works

The A+ program works by providing a comprehensive suite of services and benefits to our valued customers. The program is structured to provide a high level of service and support, ensuring that our customers receive the best possible experience.

- [Redacted]
- A [Redacted]
- [Redacted]
- [Redacted]

2. The selected Offeror must:

a. Provide formats of table structures that are made available for interfaces with agency applications.

[Redacted] A [Redacted]

b. Be capable of providing timely data processing support in terms of program changes and transmission modifications as may be required and requested by the Commonwealth during the term of this contract.

[Redacted] A [Redacted]

c. Demonstrate compliance with PCI Data Security Standards (PCI D SS) by, at minimum, providing the using agency with documentation of the selected Offeror's (and any relevant subcontractors) annual PCI DSS Attestation of Compliance (AoC).

[Redacted] A [Redacted]
 [Redacted] A [Redacted]
 [Redacted] A [Redacted]

D. Record Retention and Availability. The selected Offeror must maintain records and other data as specified in the contract and in such detail as shall properly substantiate claims for payment under a contract and meet electronic payment operating regulations, federal and state laws. This can be up to a maximum of seven years, based on agency application requirements and must be accessible to the agencies via the selected Offeror's system.

[Redacted]
 [Redacted]

2. Acceptance Testing. Acceptance testing will be performed for the following devices and applications, and other devices that may be added to the Contract upon mutual written consent of the Commonwealth and the selected Offeror. All devices must be certified to the selected Offerors system. These include, but are not limited to:

- POS Terminals
- Registers
- Equipment provided by either the agency or selected Offeror
- Internet and mobile applications
- PC Applications (whether or not the software is provided to the agency by the selected Offeror)
- Interactive Voice Response Systems
- Other (specify)

_____ **A** _____

3. Sufficient Processing Capacity. Sufficient processing capacity is required to meet the Commonwealth's potential volume. Refer to Appendix E – Cost Submittal for an estimated transaction volume.

_____ **A** _____

4. Change Control Process. The selected Offeror must have in place a Change Control Process for program changes and/or

We support redundant network paths for load balancing and hot failover. Although performance may be impacted if one path fails, the systems will continue processing. Authorization systems include hot backup to allow instantaneous recovery into separate physical locations. Authorizations are processed simultaneously at the primary and disaster recovery (DR) locations. In the event of the loss of either authentication site, clients transparently fail over to the alternate. Systems are backed up electronically either to a SAN in its DR site, or backed up to tape and stored with a professional records management vendor located near, but at a safe distance from, the production location. The application's specific RTO, established in the Business Impact Analysis, also determines which backup strategy is employed. Electronic backups are written to the backup facility throughout the day. Procedures to perform backups are part of the normal procedures for the responsible areas. Restore procedures are part of the recovery plan and are included in the annual DR exercises.

First Data has completed four consecutive years without any authorization outages. The authorization uptime performance for our card processing system follows:

2014	2013	2012	2011
100%	100%	100%	100%

There are no scheduled or required outages that impact the availability of the authorization system. We implement our authorization system code in stages to ensure one of the three systems is always available. Our typical SLA of 99.9% does not exclude scheduled downtime and maintenance like many other competitive systems. The industry publication, *Performance Report—Processor Certification Program*, showed that First Data outperformed its peers, and often the industry, in the following areas:

- Issuer authorization system response time
- Authorization system availability
- Issuer call referral availability
- Data integrity error rate


Your Account Manager will provide a monthly downtime/failure report must be provided to the Contract Administrator which include the date of the report, period covered, issue number, description of the issue, the time frame of the issue, correction action, status, contact person, and impact analysis.

[REDACTED]

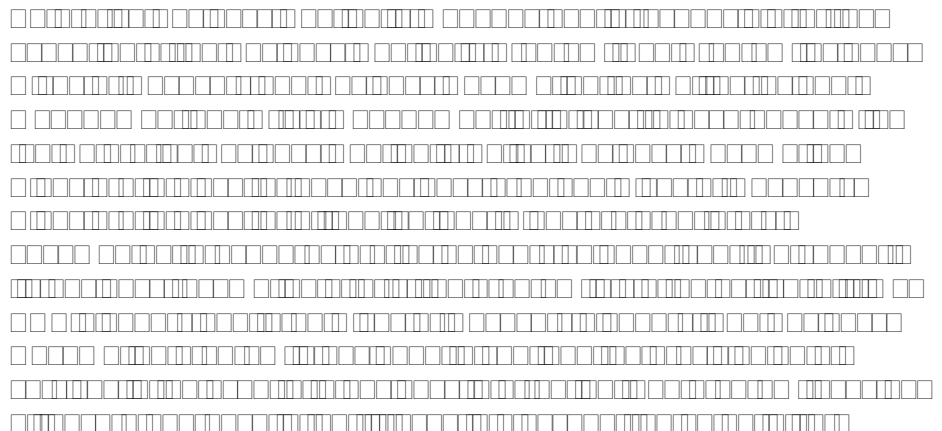
The [REDACTED]



- 8. Back Up Plan.** The selected Offeror must provide notice and detailed incident reports of any network outages, data security breaches, work stoppages, or other payment processing problems. This includes, but is not limited to, systemic problems related to authorizing credit online and human errors that result in duplicated payments or non-payments. The selected Offeror must provide the Commonwealth with near real-time access to incident information via the dashboard. In addition, except as otherwise provided herein, the selected Offeror shall inform the Contract Administrator of all incidents within 24 hours of occurrence or awareness, and shall provide an incident report within 5 business days. Incident reports shall include a description of the incident, the cause, number of customers impacted, duration of the incident, and actions taken to remedy the incident.



- 9. Disaster Recovery.** A Disaster Recovery plan must be in place at Contract inception and tested annually to assure that all operations continue during a man-made or natural disaster situation with minimal disruption. Refer to Appendix H Requirements for non-Commonwealth Hosted Applications/Services. Maximum projected service gaps shall be defined. The plan shall include, but not limited to, a full description of steps to be taken to provide services from an alternate site, if necessary; data protection actions; equipment recovery; resumption of services; restoration of services to the original site; and a projected timeline to accomplish these actions in a hypothetical state of emergency. The plan shall also describe preventative steps put in place to reduce service disruption.



- **Terminals** - Existing FD terminals are supported, while Hypercom terminals are not EMV compliant and cannot be supported and need to be replaced. We propose the FD130 DUO.
- **Software** - We can support Galaxy and CyberSource software.
- **Gateways** – ACI, e-Pay and YourPay are proposed to be replaced with Payeezy

When your citizens utilize our payment gateway, Payeezy, you can be assured it does not have “click through terms”

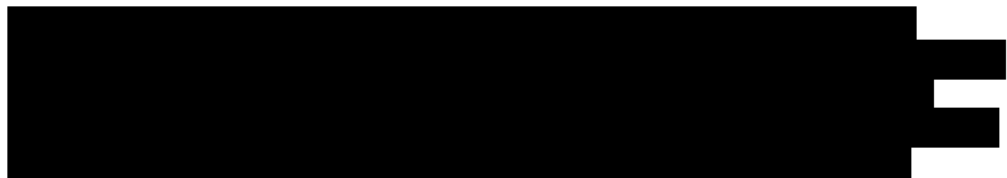
For agencies with new or existing applications, the selected Offeror must be able to provide various types of software and equipment for both card present and card not present transactions.

Our proposed gateway solution, Payeezy, allows your agencies with new or existing applications the ability to support both card present and card not present transactions.

For internet transactions, the selected Offeror must be able to provide a payment gateway. The selected Offeror must be able to provide the IP Address, URL and port number where the transaction is to be sent.

Payeezy, our gateway solution, will support internet transactions and provide the IP address, URL and port number for the transaction.

In the event that the Commonwealth leases equipment, the Commonwealth shall be relieved from all risks of loss or damage to the equipment during the entire period the equipment is in possession of the Commonwealth, except when such loss or damage is due to the direct fault or negligence of the Commonwealth.



█ if the Commonwealth desires to lease equipment, we will negotiate a lease agreement at that time.

- H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. DO NOT PROVIDE ANY COST IN THE TECHNICAL SUBMITTAL.**

- **Basic Care**—includes equipment replacement covered by standard manufacturer warranty.
- **Premium Care**—includes equipment replacement due to any reason including, standard manufacturer warranty items, operator error, abuse, misuse, negligence or force majeure events.

Plan Features and Benefits	Premium Care	Basic Care
Next business day replacement	✓	✓
Accidental damage (power surges, spills and drops)	✓	
Toll free number for support	✓	✓
Application download and key injections included	✓	✓
Return shipping of defective device included	✓	✓
TASQ and Customer inventory options	✓	✓
Full repair/replacement of defective device	✓	✓

Returning Equipment for Repair

A prepaid shipping label will be included with each approved ARP Program replacement unit, which must be used to return the defective equipment to TASQ. It is the sole responsibility of the Commonwealth's agencies to re-package the defective equipment using the same shipment container provided with the replacement equipment. All defective equipment must be returned to TASQ within 45 days of receipt of the replacement equipment. TASQ will initiate a call tag (reminder) 15 days after the replacement equipment has been shipped.

- J. Customer Support.** The selected Offeror must provide customer support, technical support, maintenance support and any other customer related services to the Commonwealth consistent with the operating hours of the various Commonwealth agencies. Internet application support is required to be available 24 hours a day, 365 days per year. A toll-free customer support line must be provided by the selected Offeror.

Call center Customer Service and Help Desk representatives providing customer support, technical support and maintenance support are available 24x7x365. A toll free customer support number will be provided for the Commonwealth during the implementation phase.

In addition, your Account Executive and Account Manager are available 8 a.m.—6 p.m. ET.

- 1. Hours of Availability/Response Time.** The selected Offeror must provide a toll- free customer support line number. Customer support must be available 24 hours a day, 365 days. The selected Offeror must provide a weekly report to include the number of calls received, average response time, and number of calls resolved.

As mentioned in the introduction to Section J, we will provide to the Commonwealth a toll free customer support number and our representatives are available 24x7x365. Your Relationship and Account Managers will work with you to establish the precise customer service historical reports to meet your requirements.

- 2. Problem Resolution.** The selected Offeror must have a plan for resolution for Commonwealth issues including points of contact and escalation procedures. The escalation procedures must indicate at what points in time unresolved problems are escalated through the selected Offeror's chain of command. The escalation procedures must indicate the time frames in terms of hours following placement of a call, and include the level of support and management notified at each step. The list for points of contacts shall be updated quarterly and provided to the Contract Administrator via e-mail.

We have a variety of escalation processes within call center services. First Data will work with the Commonwealth to fully understand complaint management requirements and tools, then determine our support level. In general we leverage Team Leads and Team Managers to handle escalations. Additionally we ensure that our Client Liaisons are informed of any escalations so they can further communicate with Client as applicable.

Our Chain of Command for issue resolution is as follows:

LEVEL	CHAIN OF COMMAND CONTACT
Level 1	Customer Service/Help Desk
Level 2	Account Manager
Level 3	Account Executive
Level 4	Vice President and Senior Vice President of Relationship Management

Issues are logged, managed, and escalated using Customer Relationship Management (CRM) tracking solutions. The resource at each level is empowered to engage the resources necessary for a

The selected Offeror must be included in any communication between agencies and subcontractors – agencies do not independently contact subcontractors. The selected Offeror must contact the subcontractor the same day the agency’s inquiry occurs. The agency should receive a response within 24 hours.

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Because of the huge customer impact with the PennDOT and other agency web applications, upon identifying an outage, the selected Offeror must notify all affected agencies within 30 minutes. The notification should include estimated downtime.

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3. **Responsibility/Accountability.** The selected Offeror must play an active role in the resolution of any payment processing errors, this includes, but is not limited to, correspondences with affected customers.

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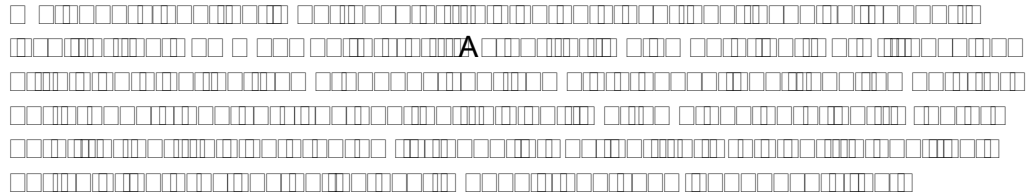
4. **The selected Offeror should provide all using agencies access to an online problem reporting system that includes the ability to enter, manage, monitor and review problem information.**

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K. **Training.** Training is to be provided at both a user and technical support level for Commonwealth staff and shall include both existing as well as new software requirements. Training rooms will be made available based on availability and should be scheduled at a minimum two weeks in advance. The selected offeror must also provide an online user manual for the reporting tool, including reconciliation,

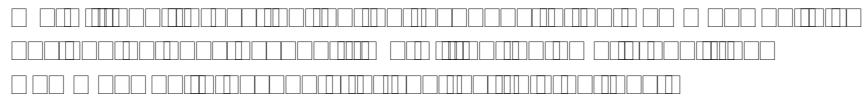
K. Training. Training is to be provided at both a user and technical support level for Commonwealth staff and shall include both existing as well as new software requirements. Training rooms will be made available based on availability and should be scheduled at a minimum two weeks in advance. The selected offeror must also provide an online user manual for the reporting tool, including reconciliation,

reporting, ad-hoc querying, funding, etc. Do not provide copies of training materials in the proposal.

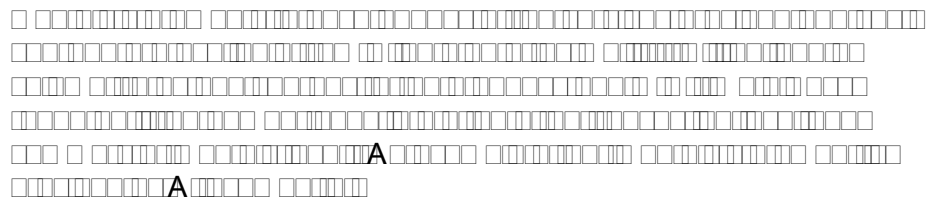


L. Invoicing.

1. Gross, not Netted Revenues. Currently the Commonwealth is legally required to collect gross, not netted revenues. If an Offeror assists an agency in the collection of revenue, the total of all revenues collected must first be accounted for in the state accounting system prior to payment being made to the selected Offeror (i.e. no “netting” of revenues and fees). There will be no automatic debiting of Commonwealth accounts for contract-related fees.



2. Monthly Activity Statement. For all other agencies, the selected Offeror must prepare and submit to each serviced agency a monthly statement of the services provided and costs charged under the resulting Contract. This statement must delineate volumes, rates and charges at both the agency and location within agency (Merchant ID). Please describe rounding for invoice transaction fees.



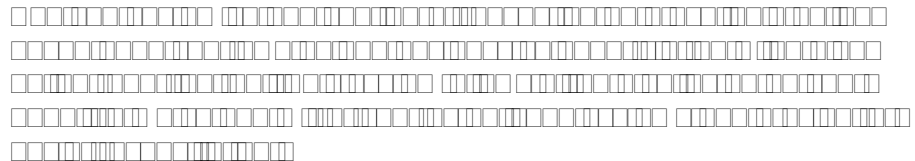
3. User-Friendly Invoices. Invoices must be written in user-friendly language. All terminology should be explained. All charges should reference and be in compliance with the agreed upon fee schedule(s). The Commonwealth Agency should be able to easily match the fees listed on the invoice with the fee schedule(s). No lump sum categories such as “additional fees” or “miscellaneous fees” should appear on the invoice.



- 4. **Electronic Invoicing.** The selected Offeror must prepare and electronically send an invoice to the Bureau of Accounting and Financial Management in a file format agreed to by the Commonwealth and shall include all services and equipment costs. The specific form, content and recipient addresses of the statement of services provided and the invoice will be mutually determined by the selected Offeror and Contract Administrator. This invoice must be delineated by agency and must detail all costs applicable to each agency, program (application), location (merchant ID), and must provide support for all fees charged.

Invoices should be based upon the previous calendar month's activity. The sales number used to calculate fees on the invoice should match the sales as reported on the selected Offeror's system. For a sample of the current invoicing format, refer to Appendix L – June 2015 PNCMS Final Invoice.



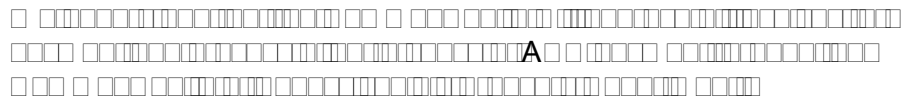








- 5. **Payments.** The Commonwealth will approve all invoices for payment and will process a check or ACH payment through the Commonwealth of Pennsylvania's Treasury Department.



- 6. **Payments Made in Arrears.** All fees will be paid monthly in arrears.



M. Customer Payment Card Statements. The selected Offeror must provide a merchant descriptor on the customer's payment card statement indicating what the payment amount is for as specified by each agency.



N. Cash Management.

- 1. The selected Offeror must credit the Commonwealth account(s) with funds equal to each agency's end-of-day settlement for all bankcard, debit card and other payment transactions (e.g. Visa, MasterCard, Discover and debit card funding) on the next business day from the settlement date. Refer to Appendix K – Funds Availability of the RFP. All agencies' end-of-day settlement is defined as a calendar day ending no later than 11:00 p.m. EST. If next business day funding is not available, the selected Offeror must pay interest on the one day that cash is not available. Interest shall be paid on a monthly basis, no later than 10 calendar days after the end of the calendar month. The selected Offeror must pay the interest by either a check made payable to the Commonwealth of Pennsylvania or by an ACH into an account designated by the Commonwealth's Treasury Department. The selected Offeror cannot apply the interest payment against any Commonwealth billings. A monthly report detailing how the interest was calculated and applied to each agency application must be sent to the Commonwealth to support the interest payment. The interest paid will be calculated by using Prime as stated in the Wall Street Journal at <http://www.wsjprimerate.us/>.**

For example:

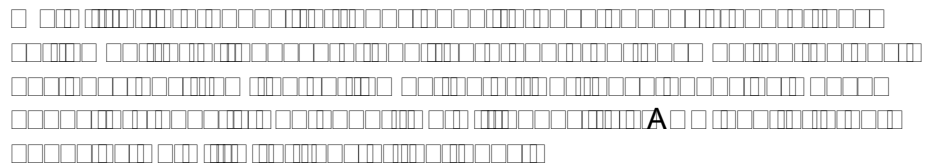
Next Day Funding - An agency's Thursday sales are credited to the Commonwealth account(s) on Friday. An agency's Friday, Saturday and Sunday sales are credited to the Commonwealth account on Monday.

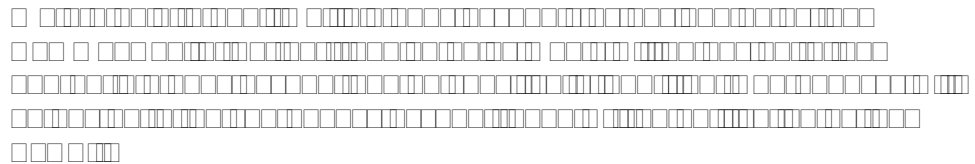
Two-Day Funding – An agency's Thursday sales are credited to the Commonwealth account(s) on Monday. Interest is payable for one day. An agency's Friday, Saturday and Sunday sales are credited to the Commonwealth account on Tuesday. Interest is payable for one day.

Note: The Commonwealth and PLCB separately contract with American Express and the funding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

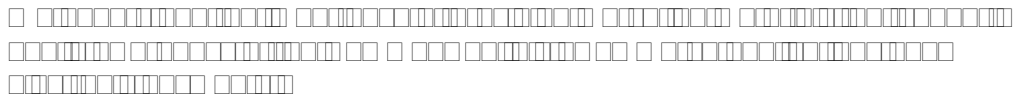
The selected Offeror must initiate the deposit of the funds as described above through an ACH payment to the

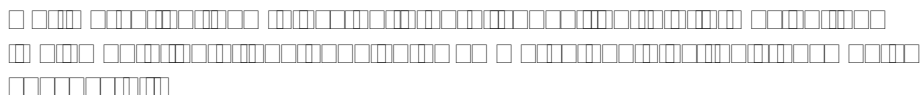
Commonwealth's designated depository bank accounts that have been established for electronic payment deposits. The selected Offeror must be able to debit multiple bank accounts as designated by the Commonwealth. Each store's bankcard credit/debit sales are posted as one amount to one affiliate account for each of the PLCB's approximately 600 stores. Funding adjustments must be posted to the appropriate bank account and must be specifically identified. Chargebacks are posted to the chargeback account, upon written notification by the PLCB. Agencies will provide the selected Offeror with its depository bank account information, following approval by the State Treasurer.





O. Marketing Materials. The selected Offeror must provide marketing materials that support public awareness of Commonwealth e-commerce applications and electronic payments. The selected Offeror must work with Commonwealth agencies to develop a collaborative marketing plan that supports public awareness of Commonwealth electronic payments. The marketing plan will include specific marketing activities to be performed by the selected Offeror and the Commonwealth. Marketing programs designed to increase both awareness and usage will be put in place before critical payment periods.







Client Interaction



_____A_____A_____ _____

_____A_____ _____

- A_____ _____
- _____
- _____
- _____
- A_____ _____
- _____
- _____
- _____



R. Turnover. The selected Offeror must be able to make an orderly transition to a new Contractor upon termination of the Contract. Any data files inherent to the continuation of services must be returned to the Commonwealth or new Contractor in their entirety upon completion of the Contract.

_____A_____ _____
_____A_____ _____
_____A_____ _____

5. Service Level Agreements (IV-5)

The Commonwealth has developed a set of minimum Service Level Agreements, as outlined in Appendix J, which the selected Offeror is expected to meet, or exceed, in order to be in good standing on the Contract and to ensure that the Commonwealth is provided with prompt and reliable service. Describe your ability to commit to meeting or exceeding the minimum SLAs.



                                   **A**       
                                  

4. Prior Experience (II-4)

Include experience in the processing of electronic payments, including those of any proposed subcontractors. The description should address experience with other governmental agencies and engagements similar to the size and scope of the work requested in this RFP. Provide detailed project descriptions, including contract duration, Offeror role and accomplishments. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Santander Merchant Services has provided payment processing services for the following government entities. This list is not all-inclusive, but a sample of government agencies that we have worked with in order to provide similar processing capabilities, in similar environments – all of which are using the hosted payment solution proposed in this RFP for the Commonwealth of PA. The sales and service teams which support these relationships are the same as the group that will be working with the Commonwealth:

Government Entity	Contact	Address	Phone Number	Email	Length of Relationship
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Offeror shall include a listing of all Electronic Payment Processing contracts (similar to size and scope of the Commonwealth) since 2010, and specify the following: the other party to the contract; the contract value; and the name, title, address, phone number and email address of the responsible official of the customer, company, or agency who may be contacted. List up to three government references specific to the hosted payment solution proposed in the proposal.

Reference	Name and Title	Phone Number	Email
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Due to nondisclosure agreements, we are unable to provide contract values for our references.

The Offeror must provide a list of every contract with any entity, public or private, (similar to size and scope of the Commonwealth) since 2010 that has ended prior to the end date of the initial contract term or prior to the end of any subsequent term or renewal option. Include the following for each listed contract:

- **The contracting entity;**
- **Nature of the contract;**
- **Value or dollar amount of the contract;**
- **Intended initial term and any subsequent term(s) or renewal option(s) contemplated by the contract;**
- **Stage at which the contract was ended, canceled, or terminated;**
- **Reason for ending, canceling or terminating the contract; and**
- **Name, title, address, phone number, and email address of the responsible official of the customer, company, or agency who may be contacted for verification of the provided information or for additional information.**

Santander Merchant Services has no examples of any entity similar in size or scope of the Commonwealth of PA that has chosen to end their contract prior to the end of the initial contract term.

5. Personnel (II-5)

Include the number of executive and professional personnel, business analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. The Offeror shall describe the proposed organization structure, function and the contractual reporting responsibilities. For key personnel (Project Manager and Account Manager), include the employee's name and, through a resume or similar document, the Project personnel's education and experience in implementing and managing the processing of electronic payments. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

Key Personnel	
Client Executive,	David Natelson
Account Executive	Lauren Harris
Account Manager	Julie Boyer
Implementation Manager	Michelle Major

Client satisfaction is paramount to First Data. We live by a Doctrine of Genuine Concern – We ask Relevant Questions and WE LISTEN...to uncover known and unknown needs. As such, our account team lives by these tenets and will be ready on day one to help the Commonwealth navigate through the complex ecosystem of commerce. Our top-down approach to customer service will provide the Commonwealth with the level of care you deserve and the feedback you require to help you renew, enhance and expand eCommerce for your agencies and citizens.

Our commitment to superior client service differentiates us from other payment processors. We have a world-class, highly skilled team of experts who are specifically responsible for your success and satisfaction with our processing services. This service begins with a solid relationship management team to service the Commonwealth's agencies.

Our relationship and service management process creates a collaborative approach to meeting the Commonwealth's needs. These roles – Executive Sponsorship, Client Executive, Account Executive, Account Manager, and As-Needed services – make up this approach. In addition to these roles, we offer a truly interactive Customer Support Help Desk. Representatives have online, real-time access to the transaction database as transactions are processed. They also have access to merchant and terminal profiles that contain the information necessary to provide technical assistance. Our call center is a 24/7 operation. Customer and merchant satisfaction are primary focus points with measurable performance standards.

Below is our demonstrated view of a responsive and collaborative approach to Relationship Management.



First Data proudly differentiates itself on service—serving as a consultative, proactive business partner to our clients (i.e., before, during, and long after the sale). Perhaps our greatest differentiator of all is our staff of professionals locally, nationally, and globally, representing the industry’s top talent and expertise, all singularly focused on our your success.

The following profiles identify the key personnel handpicked to work directly with the Commonwealth are listed below. . We have included the name, title and contact information, length of service, summary of experience and duties for each identified proposed team member.

Client Executive	
Name	David Natelson
Title	Client Executive
Length of Service	First Data Owner-Associate since November 2014
Location	Atlanta, Georgia
Summary of Experience	David has experience working with some of the largest City and State governments in the U.S. as it relates to Financial Management Systems (FMS), IT Compliance, Merchant Services, and Security (IT/Cyber/Physical). David Natelson has worked in the Federal and State and Local Government, Education and

Client Executive	
	Healthcare industry since 1986.
Duties	<ul style="list-style-type: none"> • Geographic responsibility for the Eastern U.S. Government, Federal, Education, and Non-Profit merchant clients • Manages a team of Field Sales Directors and Account Executives • Manages the Government specific products team including Development/ Product Management, Customer Service, and Delivery for Government Payment Solutions, Authenticare®, State/Remit, and associated IVR/Call Center on premise or First Data hosted systems • Engages with Commonwealth as its First Data Executive level point of contact

Account Executive	
Name	Lauren Harris
Title	Account Executive
Length of Service	First Data Owner-Associate since 2014
Location	Washington, DC
Summary of Experience	Lauren has over fifteen years of experience in sales and client relations in industries from publishing to asset management. At First Data Lauren has focused client relations involving government agencies at the state and federal levels with an eye towards optimizing organizational efficiency and customer satisfaction. She earned her BA in political science magna cum laude from Yale University.
Duties	<ul style="list-style-type: none"> • Serves as the overall owner of the relationship and will lead all strategic initiatives with the client • Provides face-to-face and virtual business reviews tailored to showcase the Commonwealth's agencies' actual processing results. This will include, at a minimum, a comprehensive financial review, Interchange qualification analysis and quantifiable recommendations, industry and Card Brand compliance updates, best practices discussions, and a product and service overview. • Engages with the client on new product offerings and initiatives as it pertains to client needs, looking for

Account Executive	
	efficiencies and cost saving opportunities

Account Manager	
Name	Julie Boyer
Title	Account Manager
Length of Service	First Data Owner-Associate since 1995
Location	Hagerstown, Maryland
Summary of Experience	Julie is responsible for managing national and mid-market accounts for acquiring products and services. She oversees projects/ initiatives related to products and services, ensuring compliance.
Duties	<ul style="list-style-type: none"> Facilitates communication and delivery processes to the Commonwealth's agencies as it relates to Card brand releases, regulatory changes, product/platform upgrades, fee revisions and system enhancements. Confirms optimum processing integrity through regular comprehensive systematic audits on the Commonwealth's agencies' portfolios Consistently analyzes and monitors the Commonwealth's agencies' processing environment to identify and implement strategies for operational efficiency and cost savings Manages the overall incidence response process between the Commonwealth's agencies and First Data. This includes monitoring and consolidating service level requirements to verify compliance with the Commonwealth's Service Level Agreements (SLAs). Communicating these SLA performance levels to the Commonwealth. Functions as the overall point person for internal coordination and the Commonwealth's agencies-specific projects and initiatives, and coordinating internal resources to meet project needs Assists the training process as it relates to platform applications, Card brand releases, and product functionality Acts as initial point of contact for all production issues, operational escalations, product questions, compliance information and product initiation

Account Manager	
	<ul style="list-style-type: none"> • Manages operational requests such as terminal deployment, additional locations, account maintenance, etc. • Provides client training with new tools/product offerings • Focuses on client satisfaction at the transactional level • Partners with SE/Account Executive on strategic issues. • Identifies transactional impact trend

Implementation Manager	
Name	Michelle Major
Title	Implementation Manager
Length of Service	23 Years of Merchant Acquiring Experience
Location	Coral Springs, Florida
Summary of Experience	Michelle Major career includes 23 years of merchant acquiring experience. She began in 1992 at Fleet Bank managing the merchant services sales and service team responsible for servicing new merchant services clients. In 2003 she joined Bank of America as an Implementation Manager and was promoted to an a Implementation Director responsible for bank conversions. In 2012 Bank of America and First Data entered into a joint venture and she was named Director of the National Implementations team.
Duties	<ul style="list-style-type: none"> • Works with Commonwealth to coordinate and schedule conversion • Collaborates with Relationship Management team to evaluate 100% of the project requirements are completed to meet expectations. Note: once implementation is complete, the Relationship Management team assumes full responsibility for the relationship with the Commonwealth's agencies

The Relationship Management support team has additional resources available to assist with the various needs of the Commonwealth. Some of the areas who provide resources, as needed, include Product Development, Front-end Authorization Network, Telecom, Network Planning/Engineering, Activations and Conversions, Settlement, Interchange, Compliance, Retrievals and Chargebacks. In addition, First Data provides the following support:

Support Teams	Functional Responsibilities
Help Desk	<p>Our client services and terminal Help Desk are staffed 24x7x365 with knowledgeable and experienced personnel. We strive for first call resolution on every call. In the event an issue is not resolved on the first client contact, most research and resolution is completed within 72 hours with the highest priority issues impacting operations being assigned resources first.</p> <p>Our customer service team is focused on the customer experience by measuring your customer’s voice through first call resolution and other continuously monitored and analyzed performance measures.</p>
Technical Help Desk	<p>Our Technical Help Desk is truly interactive, operating 24x7x365. Representatives have online, real-time access to the transaction database as transactions are processed. In addition, they have access to client profiles that contain the information necessary to provide technical assistance. First Data can also be the first/front line contact point for many point-of-sale (POS) partners.</p> <p>If the problem is determined to be external to First Data, our representatives route the caller to the next level or outside contact.</p>
Call Centers	<p>We support primary call centers in Omaha, NE; Hagerstown, MD; and Corpus Christi, TX. In addition, we have secondary Call Centers in Memphis, TN; and Chicago, IL; which support specific functions and call types. Some functions are outsourced as needed.</p>

Employing approximately 23,000 owner-associates worldwide, First Data has an extensive staff of experts dedicated to fully supporting the merchant acquiring business across systems architecture, application development, database administration, capacity planning, network engineering, etc.

We have properly aligned our manpower/resources within our organizational structure to adequately support all functional areas First Data employs approximately 23,000 owner-associates worldwide, with more than 5,000 owner-associates comprising of our entire call center operations.

- Call Center**—First Data has developed a call center operating model designed to optimize call-handling quality and efficiency for high volume, inbound call portfolios. The First Data operations are structured to demand accountability while concentrating on the client and customer’s experience. Our operations strategy is focused on a teamwork approach that requires all of the functional support areas to make it successful. All aspects of the

7. Financial Capability (II-7)

Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

First Data has strong financial backing, solid revenue growth and substantial available liquidity to fund all of its operations. We continue to be confident in our business model, well-balanced revenue base and market-leading position.

On September 24, 2007, First Data was acquired by an affiliate of Kohlberg Kravis Roberts & Co. and became a private company. On October 15, 2015, First Data celebrated a major milestone as the company officially began trading as a public company on the New York Stock Exchange (NYSE) with the ticker symbol "FDC" in the biggest IPO of the year. For detailed financial information, please review First Data's Investor Relations website at:

<http://investor.firstdata.com/phoenix.zhtml?c=111215&p=irol-irhome>.

October 2015 marked a huge milestone in First Data's history with the issuing of our IPO. We will have raised approximately \$2.8 billion from issuing approximately 176,000,000 shares of Class A common stock at a price of \$16 per share. Leading up to what would be the year's biggest IPO, First Data posted healthy revenue growth and margin expansion for the third quarter of 2015.

Consolidated revenue was up five percent year over year with \$2.9 billion last quarter. The third quarter segment revenue of \$1.8 billion also represented a seven percent increase over last year, excluding currency impacts. First Data also generated \$234 million in cash flow from operations providing an extra \$24 million when compared to 2014's Q3 results.

The following table provides the four-year financial status of First Data Corporation.

	2014	2013	2012	2011
First Data Corporation				
Revenues	\$11.152 billion	\$10.809 billion	\$10.68 billion	\$10.71 billion
Adjusted revenue	\$6.987 billion	\$6.776 billion	\$6.76 billion	\$6.59 billion

	2014	2013	2012	2011
Adjusted EBITDA	\$2.663 billion	\$2.449 billion	\$2.436 billion	\$2.249 billion
Employees (updated annually)	23,000	23,000	24,000	24,000
Number of countries with operations (including U.S.)	34	35	34	34
Worldwide merchant locations (updated annually)	6.2 million	6.1 million	6.2 million	6.2 million
Merchant Solutions (fka: Retail and Alliance Services)				
Revenues	\$3.668 billion	\$3.639 billion	\$3.60 billion	\$3.38 billion
Domestic merchant transactions	41.251 billion	38.377 billion	36.748 billion	35.620 billion
Financial Services				
Revenues	\$1.462 billion	\$1.369 billion	\$1.39 billion	\$1.38 billion
Domestic debit issuer transactions	11.697 billion	11.314 billion	12.114 billion	13.043 billion
International				
Revenues	\$1.792 billion	\$1.719 billion	\$1.72 billion	\$1.76 billion
International card accounts on file	86.0 million	78.8 million	73.6 million	75.0 million
International transactions	10.222 billion	9.410 billion	8.458 billion	7.638 billion

Our audited financial statements, Form 10-K, for the past three fiscal years, which includes our financial statements, balance sheet, income statement / Profit/Loss Statements and additional information related to our financial performance and SEC filings is accessible at the following link: <http://ir.firstdata.com/>

8. Objections and Additions to Contract Terms and Conditions (II-8)

The Offeror will identify which, if any, of the terms and conditions (contained in Part V) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for Part V. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in Part V. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Part V or to other provisions of the RFP as specifically identified above.

Below are our exceptions to the Terms and Conditions. Following the exceptions, we have included our MPA, Program Guide and Your Card Acceptance Guide.

Sec	Sub Sec	Page	Objections	Additions

Sec	Sub Sec	Page	Objections	Additions
[Redacted Content]				

Sec	Sub Sec	Page	Objections	Additions
[Redacted Content]				

Sec	Sub Sec	Page	Objections	Additions
[Redacted Content]				

Attachment 1 - Sample Implementation Plan

Attachment 2 - Tokenization White Paper

Attachment 3 - PCI Letter of Compliance

Attachment 4 - ClientLine Reporting Solution

Attachment 5 – Sample Implementation Artifacts

Attachment 6 – Sample Monthly Statement

Attachment 7 – Signed Forms



APPENDIX G
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Brian N. Goudie Vice President of First Data Merchant Service Corporation a Florida corporation or other legal entity, ("Contractor") located at 5565 Glenridge Connector, Atlanta, Georgia 30342, having a Social Security or Federal Identification Number of 59-2126793, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (_____ %) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Melanie Shea
Signature/Date

Melanie Shea 12/10/2015
Printed Name/Title

First Data Merchant Services Corporation
Corporate or Legal Entity's Name

Brian N. Goudie
Signature/Date

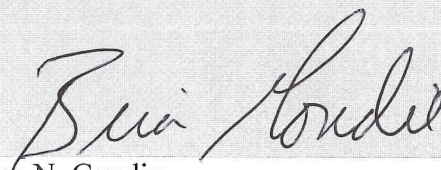
Brian N. Goudie / Vice President
Printed Name/Title

**APPENDIX A - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
Department of General Services
RFP#6100033736**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	Santander Merchant Services provided by First Data Merchant Services Corporation
Offeror Mailing Address	5565 Glenridge Connector NE Atlanta, Georgia 30342
Offeror Website	www.firstdata.com
Offeror Contact Person	Denise Padovani
Contact Person's Phone Number	(610) 914-9724
Contact Person's Facsimile Number	N/A
Contact Person's E-Mail Address	denise.padovani@firstdata.com
Offeror Federal ID Number	59-2126793
Offeror SAP/SRM Vendor Number	Pending contract award

Submittals Enclosed and Separately Sealed:	
<input checked="" type="checkbox"/>	Technical Submittal
<input checked="" type="checkbox"/>	Small Diverse Business Participation Submittal
<input checked="" type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	Brian N. Goudie
Title	Vice President

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

APPENDIX C

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500 or \$500 for a Department of General Services Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

If you are asserting that your firm is a Department of General Services Certified Small Business, provide an active Department of General Services Small Business Certification.

Santander Merchant Services provided by First Data Merchant Services Corporation

Corporate or Legal Entity Name

Brian N. Goudie 12/10/15

Signature/Date

Brian N. Goudie, Vice President

Printed Name/Title

OFFLINE BAFO COST SUBMITTAL

Overview

The Cost Submittal Worksheets contained in this workbook shall constitute the Offline Best and Final Offer (BAFO) Cost Submittal and is due via email to Jennifer Habowski (jhabowski@pa.gov) by the date and time outlined in the Reverse Auction Package.

Offerors must complete ALL HIGHLIGHTED SPACES shown on the OFFLINE BAFO COST SUBMITTAL OVERVIEW and COST WORKSHEETS (Tabs 2-10).

The selected Offeror will only be reimbursed for the charges as outlined in the Offline BAFO Cost Submittal (Attachment B) and for items acquired by the Commonwealth through the Selected Offeror's Product List (Tab 10). **The pricing in the Offline BAFO Cost Submittal submitted to DGS must be consistent with the Offeror's BAFO Price submitted during the live online auction.**

****Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.****

Cost Formulation: Projected Totals

For purposes of this cost proposal, the following table presents a projection of estimated credit card volumes for Unbundled, Bundled and Non-Bank Card Costs. These projections reflect the Commonwealth's best estimate of future volumes and are based on existing applications or applications under development. No consideration is given for potential future applications. The following projected information is provided for the Offeror's use in developing its costs under this proposal and should NOT be considered a guarantee of actual transactions or dollar amounts over the life of the Contract.

OFFLINE BAFO COST SUBMITTAL

**PROJECTED FULL SERVICE PROCESSING
FOR THE FIVE YEAR PERIOD: 2017 TO 2021
(Transaction Volumes in Thousandths)**

	<u>Year 2017</u>	<u>Year 2018</u>	<u>Year 2019</u>	<u>Year 2020</u>	<u>Year 2021</u>
1. PLCB MC/VISA					
Transaction Volume:	15,319.00	16,238.00	17,212.00	18,244.00	19,339.00
Dollar Volume:	\$ 699,014.00	\$ 740,955.00	\$ 785,412.00	\$ 832,537.00	\$ 882,489.00
2. COPA MC/VISA/DIS					
Transaction Volume:	6,549.00	6,942.00	7,358.00	7,800.00	8,268.00
Dollar Volume:	\$ 309,173.00	\$ 327,723.00	\$ 347,386.00	\$ 368,229.00	\$ 390,323.00
3. PLCB DIS					
Transaction Volume:	1,228.00	1,302.00	1,380.00	1,463.00	1,551.00
Dollar Volume:	\$ 52,372.00	\$ 55,514.00	\$ 58,845.00	\$ 62,376.00	\$ 66,119.00
4. PLCB AMEX					
Transaction Volume:	1,959.00	2,077.00	2,202.00	2,467.00	2,615.00
Dollar Volume:	\$ 218,014.00	\$ 231,095.00	\$ 244,961.00	\$ 259,659.00	\$ 275,239.00
5. COPA AMEX					
Transaction Volume:	426.00	451.00	478.00	506.00	536.00
Dollar Volume:	\$ 33,291.00	\$ 35,291.00	\$ 37,405.00	\$ 39,649.00	\$ 42,028.00
6. PLCB Debit Card					
Transaction Volume:	20,799.00	22,047.00	23,370.00	24,772.00	26,258.00
Dollar Volume:	\$ 632,678.00	\$ 670,639.00	\$ 710,877.00	\$ 753,530.00	\$ 798,742.00
7. COPA Debit Card					
Transaction Volume:	-	-	-	-	-
Dollar Volume:	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.00	\$ 5.00

OFFLINE BAFO COST SUBMITTAL

Cost Submittal Worksheets (Tabs 3 - 10)

1. Offerors must enter a single rate or % (as applicable) into each of the highlighted fields on Tabs 3 - 6. The numerical rate or % (as applicable) entered must account for all costs for processing a transaction. If a cost does not apply, enter "0". DO NOT leave any highlighted fields blank, or the proposal may be rejected.
2. On Tabs 7-9, Offerors must enter into the highlighted fields any additional Gateway Fees, Merchant Account fees, and ACH fees not included in any fees previously identified in this cost submittal. Gateway fees must be a past-thru cost.
3. As part of the Offline BAFO Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth (Tab 10). The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

Evaluated Costs

For evaluation purposes, Offerors must indicate pricing in the form of the transaction fee (\$ per transaction) based upon the annual volume of transactions for each type of transaction as indicated in the Cost Submittal Worksheets. The cost submittal will be evaluated as follows:

The Commonwealth will score the Cost submittals based upon costs set forth in 3. Unbundled Rate, 4. On-line Debit Card Costs, 5. Non-Bank Card Costs, 7. Gateway Fees and 8. Merchant Account Fees

Cost will be calculated pursuant to the formulas contained in the attached spreadsheets. The spreadsheets will calculate cost by applying the \$ per transaction fee and gateway fee (as appropriate) to the projected volume of transactions over the initial five years of the contract. The spreadsheet will also calculate the estimated monthly Merchant Account Fees over the initial term of the contract. These costs will be automatically calculated in the attached spreadsheets and the Group Total cost will automatically populate into the Cost Summary. Where the formulas in the spreadsheets and this written description may differ, the formulas in the spreadsheet take precedence.

Non-Evaluated Costs

The following services will not be included as a part of the cost evaluation; however, Offerors must enter a cost for these service/products.

1. Bundled Rates
2. ACH Fees
3. Product List

OFFLINE BAFO COST SUBMITTAL

Additional Notes

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- Do not include any reiteration of the technical proposal in the revised cost submittal.
- Do **not** modify the revised cost submittal in any way .
- Do not make assumptions in the revised cost submittal or your proposal may be rejected.

**FINAL NEGOTIATED COST SUBMITTAL OVERVIEW
RFP 6100033736**

OFFEROR NAME		CONTACT PERSON	
Santander Merchant Services		Denise Padovani	
OFFEROR ADDRESS		EMAIL ADDRESS	
5565 Glenridge Connector NE		denise.padovani@firstdata.com	
Atlanta, Georgia 30342		PHONE NUMBER	FAX NUMBER
		610-914-9724	n/a
		VENDOR NUMBER	FEDERAL ID OR SSN
		n/a	59-2126793

COST SUMMARY

Unbundled Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Unbundled Dial Up	0.0390	6,549,000	255,143.70
2017	Unbundled Leased	0.0090	15,319,000	137,245.76
2018	Unbundled Dial Up	0.0390	6,942,000	270,454.66
2018	Unbundled Leased	0.0090	16,238,000	145,479.25
2019	Unbundled Dial Up	0.0390	7,358,000	286,661.69
2019	Unbundled Leased	0.0090	17,212,000	154,205.50
2020	Unbundled Dial Up	0.0390	7,800,000	303,881.65
2020	Unbundled Leased	0.0090	18,244,000	163,451.38
2021	Unbundled Dial Up	0.0390	8,268,000	322,114.54
2021	Unbundled Leased	0.0090	19,339,000	173,261.68
Estimated Unbundled Rate for 5 years				2,211,899.81

***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

Debit Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Online Debit Dial up	0.0090	-	-
2017	Online Debit Leased	0.0090	20,799,000	186,342.10
2018	Online Debit Dial up	0.0090	-	-
2018	Online Debit Leased	0.0090	22,047,000	197,523.16
2019	Online Debit Dialup	0.0090	-	-
2019	Online Debit Leased	0.0090	23,370,000	209,376.16
2020	Online Debit Dialup	0.0090	-	-
2020	Online Debit Leased	0.0090	24,772,000	221,936.94
2021	Online Debit Dialup	0.0090	-	-
2021	Online Debit Leased	0.0090	26,258,000	235,250.29
Estimated Debit Rate for 5 years				1,050,428.65

Non-Bank Card Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Non-Bank Dial up	0.0090	426,000	3,816.61
2017	Non-Bank Leased	0.0090	3,187,000	28,552.92
2018	Non-Bank Dial up	0.0090	451,000	4,040.59
2018	Non-Bank Leased	0.0090	3,379,000	30,273.09
2019	Non-Bank Dial up	0.0090	478,000	4,282.49
2019	Non-Bank Leased	0.0090	3,582,000	32,091.80
2020	Non-Bank Dial up	0.0090	506,000	4,533.35
2020	Non-Bank Leased	0.0090	3,930,000	35,209.60
2021	Non-Bank Dial up	0.0090	536,000	4,802.12
2021	Non-Bank Leased	0.0090	4,166,000	37,323.97
Estimated Non-Bank Card Rate for 5 years				184,926.54

Monthly Merchant Account Fee

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Monthly Account Fee	239.400	75	17,955.00
2018	Monthly Account Fee	239.400	80	19,152.00
2019	Monthly Account Fee	239.400	85	20,349.00
2020	Monthly Account Fee	239.400	90	21,546.00
2021	Monthly Account Fee	239.400	95	22,743.00
Estimated Monthly Merchant Account Fees for 5 years				101,745.00

Group Total to be Evaluated for the Initial Term of the Contract - 5 Years	\$ 3,549,000.00
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***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

A. Unbundled Rate. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for the unbundled rate. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 1&2 (PLCB MC/VISA and COPA MC/VISA/DIS) as outlined on Tab 1. Instructions.

Annual Volume of Transactions for Visa/MasterCard / Discover* / Offline Debit Cards *Does not include PLCB Discover processing.	Transaction Fee for each Visa, MasterCard, Discover*, Offline Debit Card Transaction (\$ per transaction)	UNBUNDLED TRANSACTION FEE												UNBUNDLED TRANSACTION FEE													
		Year 1				Year 2				Year 3				Year 4				Year 5									
		Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost		
0 - 5,000,000	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93
5,000,001 - 10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85
10,000,001 - 11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04
11,000,001 - 12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22
12,000,001 - 13,000,000	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41
13,000,001 - 14,000,000	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59
14,000,001 - 15,000,000	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78
15,000,001 - 16,000,000	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96
16,000,001 - 17,000,000	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15
17,000,001 - 18,000,000	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34
18,000,001 - 19,000,000	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52
19,000,001 - 20,000,000	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71
20,000,001 - 21,000,000	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89
21,000,001 - 22,000,000	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08
22,000,001 - 23,000,000	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26
23,000,001 - 24,000,000	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45
24,000,001 - 25,000,000	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63
25,000,001 - 26,000,000	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82
26,000,001 - 27,000,000	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00
27,000,001 - 28,000,000	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19
28,000,001 - 29,000,000	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37
29,000,001 - 30,000,000	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56
			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75
			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.

- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

B. On-line Debit Card Costs. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Online Debit Card transactions. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 6 & 7 (PLCB Debit Card and COPA Debit Card transactions) as outlined on Tab 1. Instructions.

ANNUAL VOLUME OF TRANSACTIONS FOR ONLINE DEBIT CARDS		ONLINE DEBIT TRANSACTIONS																							
		Transaction Fee for Online Debit Card Transactions (\$ per transaction)																							
		Year 2						Year 3						Year 4						Year 5					
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost		
0	-	5,000,000	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896		44,795.93	\$0.00896	
5,000,001	-	10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	
10,000,001	-	11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	
11,000,001	-	12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	
12,000,001	-	13,000,000	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	
13,000,001	-	14,000,000	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	
14,000,001	-	15,000,000	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	
15,000,001	-	16,000,000	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	
16,000,001	-	17,000,000	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	
17,000,001	-	18,000,000	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	
18,000,001	-	19,000,000	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	
19,000,001	-	20,000,000	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	
20,000,001	-	21,000,000	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	
21,000,001	-	22,000,000	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	
22,000,001	-	23,000,000	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	
23,000,001	-	24,000,000	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	
24,000,001	-	25,000,000	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	
25,000,001	-	26,000,000	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	
26,000,001	-	27,000,000	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	
27,000,001	-	28,000,000	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	
28,000,001	-	29,000,000	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	
29,000,001	-	30,000,000	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	
					3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75		
					Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial		

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

• Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.

• The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

C. **Non-Bank Card Costs.** Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Discover and American Express. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 3, 4 & 5 (PLCB Dis/PLCB Amex/COPA Amex) as outlined on Tab 1. Instructions.

Note: The Commonwealth and PLCB separately contract with American Express and the funding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

NON-BANK CARD TRANSACTIONS										NON-BANK CARD TRANSACTIONS															
Number of Transactions for American Express and Discover (Annual Volume)		Transaction Fee for American Express and Discover Transactions (\$ per Transaction)																							
		Year 1					Year 2					Year 3					Year 4					Year 5			
		Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost
0	- 2,000,000	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37
2,000,001	- 2,500,000	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96
2,500,001	- 3,000,000	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56
3,000,001	- 3,500,000	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15
3,500,001	- 4,000,000	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74
4,000,001	- 4,500,000	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33
4,500,001	- 5,000,000	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93
5,000,001	- 5,500,000	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52
5,500,001	- 6,000,000	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11
6,000,001	- 6,500,000	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70
6,500,001	- 7,000,000	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30
7,000,001	- 7,500,000	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89
7,500,001	- 8,000,000	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48
8,000,001	- 8,500,000	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08
8,500,001	- 9,000,000	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67
9,000,001	- 9,500,000	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26
9,500,001	- 10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85
10,000,001	- 10,500,000	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45
10,500,001	- 11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04
11,000,001	- 11,500,000	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63
11,500,001	- 12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22
12,000,001	- 12,500,000	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82
				1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06
				Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

FINAL NEGOTIATED COST SUBMITTAL

D. Bundled Rate. A bundled rate includes all service fees, including pass-through fees. Enter the bundled rate in the highlighted fields for both “card present” and “card not present” transactions, as outlined below. Separate fees must be presented for Visa, MasterCard, Discover*, offline Debit Cards and online Debit Cards.

Note: PA State Police is the only agency currently using the bundled rate.

B-1: Bundled Rate Year 1.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-2: Bundled Rate Year 2.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-3: Bundled Rate Year 3.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-4: Bundled Rate Year 4.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

B-5: Bundled Rate Year 5.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.*

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

E. Gateway Fees*/Set-up Fees. Identify additional gateways/set-up fees not included in any fees previously identified in this cost submittal.

*Gateway fees refers to all fees related to any technology costs associated with the overall solution (including the hosted payment page). The commonwealth expects to pay one flat fee for all technical components of the service. The gateway fees, set-up fees and ongoing fees should be passed through at cost to the commonwealth (i.e. One Time Set Up Fees Per Merchant ID and On Going Per Transaction)

Item Description	Fee
Payeezy Per Transaction Gateway Fee	\$ 0.0300
Payeezy Monthly Gateway Fee.	\$ 19.95
First Data Global Gateway Set-up Fee	\$ -

OFFLINE BAFO COST SUBMITTAL

F. Merchant Account Fee. Identify monthly merchant account fees and merchant account set-up fees.

Item Description	Fee
Monthly Fee per Merchant ID	\$ 19.95
Set up Fee per Merchant Account	\$ -

OFFLINE BAFO COST SUBMITTAL

G. ACH Fees. Identify additional ACH fees not included in any fees previously identified in this cost submittal.

Item Description	Fee
TeleCheck® ECA Warranty Chargeable Rate	0.68%
TeleCheck® ECA Warranty Rate per check	\$0.12
TeleCheck® ECA Warranty Effective Rate	0.95%
TeleCheck® ECA Warranty Per Check \$	\$ 0.42
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ECA Verification Chargeable Rate	0.00%
TeleCheck® ECA Verification Rate per check	\$0.12
TeleCheck® ECA Verification Effective Rate	0.27%
TeleCheck® ECA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Warranty Chargeable Rate	1.25%
TeleCheck® ICA Warranty Rate per check	\$0.12
TeleCheck® ICA Warranty Effective Rate	1.52%
TeleCheck® ICA Warranty Per Check \$	\$ 0.68
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$7,500
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Verification Chargeable Rate	0.00%
TeleCheck® ICA Verification Rate per check	\$0.12
TeleCheck® ICA Verification Effective Rate	0.27%
TeleCheck® ICA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck’s Electronic Check Acceptance (ECA) offers ACH settlement within 48 hours (or two banking days). Electronically process checks at the point of sale. The TeleCheck Internet Check Acceptance (ICA) service provides a secure and easy way to accept check payments over the Internet. TeleCheck’s Internet Check Acceptance offers funding and settlement next banking day for all approved transactions received prior to 4PM CST.

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® Pro21 Warranty Chargeable Rate	0.68%
TeleCheck® Pro21 Warranty Rate per check	\$0.18
TeleCheck® Pro21 Warranty Effective Rate	1.08%
TeleCheck® Pro21 Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® Pro21 Verification Chargeable Rate	0.00%
TeleCheck® Pro21 Verification Rate per check	\$0.18
TeleCheck® Pro21 Verification Effective Rate	0.40%
TeleCheck® Pro21 Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® Pro21SM

Back office solution for mail-in or drop box payments that authorize and electronically settle all Personal, Business and Corporate checks with least cost routing via ACH or imaging.

Back office– Not a face to face transaction-payments received in drop box or mailed in. Merchant can process checks when they have the time such as the end of the day.

Reduction in Fees– TeleCheck absorbs deposit and return fees (warranty) on behalf of the merchant.

Client is funded in 2 banking days

Item Description	Fee
TeleCheck® e-Deposit Warranty Chargeable Rate	0.68%
TeleCheck® e-Deposit Warranty Rate per check	\$0.18
TeleCheck® e-Deposit Warranty Effective Rate	1.08%
TeleCheck® e-Deposit Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® e-Deposit Verification Chargeable Rate	0.00%
TeleCheck® e-Deposit Verification Rate per check	\$0.18
TeleCheck® e-Deposit Verification Effective Rate	0.40%
TeleCheck® e-Deposit Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® e-Deposit

A point of sale or back office solution that authorizes and electronically settles all other check types via image exchange (Check 21/RDC) that are dropped off, mailed in or face to face.

Telecheck e-Deposit also offers

- * Ability to accept other payment types– Money Orders, Cashier, Travelers, Insurance and Government checks can be processed
- * No Risking– Items are imaged and sent to the bank-less trips to the bank
- * Reporting provided– Merchant will still receive a funding report from TeleCheck showing them the transactions processed and approved
- * Returns-Merchant does assume all risk.

Reduction in Fees– TeleCheck Warranty Programs absorb deposit and return fees (warranty) on behalf of the merchant.

OFFLINE BAFO COST SUBMITTAL

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated **All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.**

Warranty language for leased equipment is found in the Equipment Lease Agreement

Manufacturer Warranties are 1 year.

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
FD 130 Terminal	First Data FD130 Terminal	\$35.93	\$29.94	\$61.95	\$549.00	N-FD-130	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
FD 35 PIN Pad	First Data FD35 PIN Pad	\$12.93	\$9.94	\$32.95	\$219.00	N-FD-35	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
FD35 Stand	FD35 Stand	n/a	n/a	n/a	\$49.00	STCK-194321064	FOB DEST	n/a
FD 130 DUO	First Data FD130 Duo Terminal (FD130 and FD35)	\$41.93	\$34.94	\$73.95	\$750.00	N-FD-130-DUO	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
FD200 WiFi Terminal	FD200 WiFi Terminal	\$39.93	\$32.94	\$66.95	\$699.00	N-FD-200WIFI	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
FD300 WIFI Terminal	FD300 WiFi Terminal	\$39.93	\$32.94	\$66.95	\$699.00	N-FD-300WIFI	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
Magtek USB Wedge	Magtek USB Wedge	n/a	n/a	n/a	\$199.00	N-MAGWEDGE	FOB DEST	n/a
Magtek Mini USB Card Reader	Magtek Mini USB Card Reader	n/a	n/a	n/a	\$199.00	21040110	FOB DEST	n/a
Magtek Mini Micr 3800 Check Reader	Magtek Mini Micr 3800 Check Reader	\$12.93	\$9.94	n/a	\$249.00	N-MINIM3800	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
Printer P8000S USB	Printer P8000S USB	\$19.93	\$15.94	n/a	\$479.00	N- P8000S	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
Datawire Micronode MN1400	Datawire Micronode MN1400 ((additional \$15 per month, monthly maintenance fee is billed under monthly fees)	\$36.93	\$30.94	n/a	\$649.00	N-MN1400	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
USB Magtek Check Reader Package	Magtek Safe Secure Card Reader USB HID (w/MSR Single Feed) Part# 22551001 and USB Cable Digital Check TSXXX / Canon CR-25 CR-55 / P7000S (A to B) Part# CBL- CA0039 Available TeleCheck products for this device are; Billing Component Pricing ECA, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$14.93	\$11.94	n/a	\$269.00	USB Magtek Check Reader Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
Serial Magtek Check Reader Package	RDM EC7502 Reader with Franking Cartridge part #EC7502F and Cable- Cable RDM EC6000/EC7000 to USB Port 7 FT USB to USB part# CBL-5000-40091 and Power Supply part# PWR-302671 Available TeleCheck products for this device are; High Risk TCK Channel Support ECA, Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$18.93	\$13.94	n/a	\$399.00	Serial Magtek Check Reader Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
USB Epson Check Imager Package	Epson CaptureOne DUAL SIDED IMAGER (replaces the Excella22310102 part# CAP1-30-100 and Power Cord- US 3 Prong 6 FT(attaches to power pack) part# CBL-07152-02 and USB Cable Digital Check TSXXX / Canon CR-25 CR-55 / P7000S (A to B) part# CBL- CA0039 and Power Supply EPSON 220E/325/375/675/6000/9000/9100 W/ US Cord part# PWR-C825343 and Ink Cartridge EPSON Capture One Franking part# MIS-EFC-01 Available TeleCheck products for this device are;Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$28.93	\$22.94	n/a	\$699.00	USB Epson Check Imager Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
Serial Magtek Check Imager Package	Magtek MICR Imager Check RDR 3-TRK RS232 (w/MSR Cable) part#22410003 and Serial Magtek Imager - Cable Magtek Imager To DB9 Serial part# CBL-22410302 and Cable Telephone CBL 7' Phone CRD,6POS,4WIRE part# CBL-TELCO and Magtek Imager Power Supply part# 64300090 Available TeleCheck products for this device are; ECA, Lockbox, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$19.93	\$14.94	n/a	\$499.00	Serial Magtek Check Imager Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
USB Magtek Check Scanner Package	Magtek MINIMICR Scanner, MICR Only, 3 Track (w/MSR Single Feed) part# 22533003 and Cable MINI MICR To USB Interface part# CBL-22517583 and Power Supply MAGTEK MICR IMAGE part# PWR-64300090 Available TeleCheck products for this device are; ECA, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$15.93	\$10.94	n/a	\$399.00	USB Magtek Check Scanner Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
Serial Magtek Check Scanner Package	Magtek Image Safe Scanner (replaces the MDX22360001) part# 22370001 and Cable- USB Cable Digital Check TSXXX, Canon CR-25 CR-55, P7000S part # CBL-CA0039 and Power Supply part# PWR-64300090 Available TeleCheck products for this device are; ECA, Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$19.93	\$14.94	n/a	\$499.00	Serial Magtek Check Scanner Package	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
DB25 TO RJ45 CBL-13542-01	DB25 TO RJ45 (CONNECTOR DB-25 CONNECTS TO MN1400) (USE WITH 13836-01)	n/a	n/a	n/a	\$6.89	CBL-13542-01	FOB DEST	n/a
ZG9 CABLE CBL-193733035	ZG9 CABLE, FD-30/FD-35 TO FD-100/FD-200/FD-300 (USB) 12FT	n/a	n/a	n/a	\$3.54	CBL-193733035	FOB DEST	n/a
CABLE USB MAGTEK	CABLE USB MAGTEK	n/a	n/a	n/a	\$6.94	CBL-22410313	FOB DEST	n/a
CABLE RS232 (DB25 TO MAGTEK)	CABLE RS232 (DB25 TO MAGTEK)	n/a	n/a	n/a	\$9.76	CBL-22517507	FOB DEST	n/a
CABLE MAGTEK TO T7P/FIP11 DB9	CABLE MAGTEK TO T7P/FIP11 DB9	n/a	n/a	n/a	\$10.22	CBL-22517509	FOB DEST	n/a
CABLE MAGTEK TO T420/T460 12 FT	CABLE MAGTEK TO T420/T460 12 FT	n/a	n/a	n/a	\$18.95	CBL-22517518	FOB DEST	n/a
CABLE MAGTEK TO PRINTER	CABLE MAGTEK TO PRINTER	n/a	n/a	n/a	\$16.04	CBL-22517572	FOB DEST	n/a
(C2) CABLE MAGTEK TO O3200/O37XX/VX5XX/VX610	(C2) CABLE MAGTEK TO O3200/O37XX/VX5XX/VX610	n/a	n/a	n/a	\$9.04	CBL-22517580	FOB DEST	n/a
CABLE FD-30/FD-35 TO FD-100/FD-200/FD-300 (USB) 3 FT	CABLE FD-30/FD-35 TO FD-100/FD-200/FD-300 (USB) 3 FT	n/a	n/a	n/a	\$2.25	CBL-262649566	FOB DEST	n/a
PWR. SUPP.194488064,W/ AC CRD.194347064	PWR. SUPP.194488064,W/ AC CRD.194347064	n/a	n/a	n/a	\$9.10	KIT-FD130-PWR	FOB DEST	n/a
(PH) FIRST DATA FD300TIWIFI KIT	(PH) FIRST DATA FD300TIWIFI KIT	n/a	n/a	n/a	\$0.00	KIT-FD300TIWIFI	FOB DEST	n/a
(PH) FIRST DATA FD400CDMATI TERMINAL KIT	(PH) FIRST DATA FD400CDMATI TERMINAL KIT	n/a	n/a	n/a	\$0.00	KIT-FD400CDMATI	FOB DEST	n/a
(PH) FIRST DATA FD400GTGPRS TERM	(PH) FIRST DATA FD400GTGPRS TERM	n/a	n/a	n/a	\$0.00	KIT-FD400GTGPRS	FOB DEST	n/a
ZH10 FD100/MAGTEK CHECK READER CABLE KIT	ZH10 FD100/MAGTEK CHECK READER CABLE KIT	n/a	n/a	n/a	\$4.29	KIT-FD-MAG CBL	FOB DEST	n/a
FD 200 INSTALLATION INSTRUCTION GUIDE	FD 200 INSTALLATION INSTRUCTION GUIDE	n/a	n/a	n/a	\$1.35	MAN-CPI FD-200	FOB DEST	n/a
F5 (TP) MANUAL, FD-410 INSTALL GUIDE	F5 (TP) MANUAL, FD-410 INSTALL GUIDE	n/a	n/a	n/a	\$0.45	MAN-FD410-SUG	FOB DEST	n/a

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Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
SET UP GUIDE FOR WIFI FD100-300 SERIES	SET UP GUIDE FOR WIFI FD100-300 SERIES	n/a	n/a	n/a	\$0.59	MIS-FD100WIFIGD	FOB DEST	n/a
D4 (TP) SETUP GUIDE FOR FD-130	D4 (TP) SETUP GUIDE FOR FD-130	n/a	n/a	n/a	\$0.32	MIS-FD130-SUGDE	FOB DEST	n/a
D6 (TP) SETUP GUIDE FOR FD-130 DUO	D6 (TP) SETUP GUIDE FOR FD-130 DUO	n/a	n/a	n/a	\$0.36	MIS-FDDUO-SUGDE	FOB DEST	n/a
FIRST DATA FD-400 MOBILE KIT	FIRST DATA FD-400 MOBILE KIT	n/a	n/a	n/a	\$30.63	MIS-FDMOBIL-KIT	FOB DEST	n/a
PWR SUPPLY VX520/FD55 PWR252-001-02-A	PWR SUPPLY VX520/FD55 PWR252-001-02-A	n/a	n/a	n/a	\$6.02	PWR-252-001-02	FOB DEST	n/a
POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	n/a	n/a	n/a	\$10.04	PWR-64300090	FOB DEST	n/a
POWER ADAPTOR (MAGTEK)	POWER ADAPTOR (MAGTEK)	n/a	n/a	n/a	\$7.04	PWR-MAGTEK	FOB DEST	n/a
MICRO NODE 1400 QUICK REFERENCE GUIDE	MICRO NODE 1400 QUICK REFERENCE GUIDE	n/a	n/a	n/a	\$0.41	QRG-MN1400	FOB DEST	n/a
Verifone VX520	Verifone VX520 VX520 Terminal featuring Smart Card Reader, Contactless Reader and Dual Communication	\$34.93	\$29.94	\$34.93	\$599.00	N-VX520-CTL	FOB DEST	FDMS POS Lease Agreement Standalone (when leasing or renting)
Verifone MX915	VFI MX915 PCI 3.X, SC, TCH, ETH, SIG, CTLS	n/a	n/a	n/a	\$494.00	N-MX915-DCCTLSC	FOB DEST	n/a
Verifone MX925	MX925 PCI 3.X, SC, TCH, ETH, SIG INTERNAL CTLS	n/a	n/a	n/a	\$747.00	N-MX925-509-01R	FOB DEST	n/a
MX915 & MX925 Ethernet Cable	MX915 & MX925 Ethernet Cable - CABLE BLUE MX8XX ENET USB- DEVICE (23741-02-R)	n/a	n/a	n/a	\$27.50	CBL-23741-02	FOB DEST	n/a
MX9XX Power Supply	POWER SUPPLY MX880/MX915 PWR ADAPTOR	n/a	n/a	n/a	\$23.00	PWR-132003-01A	FOB DEST	n/a
MX9XX Green Ethernet USB-Host Cable	CABLE GREEN MX8XX ENET USB-HOST DB9 2M	n/a	n/a	n/a	\$60.00	CBL-23740-02	FOB DEST	n/a
MX9XX License	VERIFONE AP-XPISFW-36-LI 5YR XPI LICENSES FOR EMV	n/a	n/a	n/a	\$36.90	AP-XPISFW-60-LI	FOB DEST	n/a
TransArmor	TransArmor - tokenization - fee is per transaction	n/a	n/a	n/a	\$0.01	TransArmor	n/a	TransArmor Addendum or TransArmor bundle
Address Verification Service (AVS)	Address Verification Service (AVS) - fee is per transaction	n/a	n/a	n/a	waived	Address Verification Service (AVS) Fee	n/a	n/a
PCI Compliance Program Fee	PCI Compliance Program Fee - charged per Merchant Id (MID) per year, waived for Level 1 and 2 Merchants	n/a	n/a	n/a	\$99.00	PCI Compliance Program Fee	n/a	n/a
PCI Non-Compliance Fee	PCI Non-Compliance Fee - charged per Merchant Id (MID) per Month, Cost for Non-Compliance with PCI; waived for PCI Level 1 and Level 2 Merchants	n/a	n/a	n/a	\$19.95	PCI Non-Compliance Fee	n/a	n/a
Smart Routing	Smart Routing for debit transactions - charged per debit transaction	n/a	n/a	n/a	\$0.003	Smart Routing	n/a	n/a

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
No-Problem-Found (NPF) Repair / Repair Diagnostic Fee	For denied warranty Claims where the client elects to not have the unit repaired once quoted or for returned equipment that tests out as No-Problem-Found (NPF).	n/a	n/a	n/a	\$45 per unit, shipping is not included	No-Problem-Found (NPF) Repair / Repair Diagnostic Fee	Merchant Pays for shipping to First Data unless cover by ARP. Returned item shipping by Merchant unless repairs covered by ARP or manufacturer Warranty.	n/a
PCI-RAPID-COMPLY	First Data's PCI Rapid Comply simplifies the PCI DSS process. It will assist level 3 and 4 merchant to complete the components required for compliance certification, which include a Self-Assessment Questionnaire (SAQ). Applicable to PCI level 3 and 4 merchants.	n/a	n/a	n/a	Waived for Common wealth agencies, available to COSTARS participants via the TransArmor bundle	PCI-RAPID-COMPLY	n/a	TransArmor Bundle for COSTARS participants. First Data Relational Manager will generate userids for Commonwealth agencies that are level 3 or 4 merchants that wish to use the service. http://www.pcirapidcomply.com

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease 48 months	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
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Debit Key Injection (per injection)	\$15
TransArmor Encryption Key Injection (per injection)	\$39
Application Load (per load)	\$10
Shipping TERMS	FOB Destination

OTHER PRODUCTS

SECURITY Unit base Fee

TransArmor	per transaction	\$0.01
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NETWORK MANAGEMENT Unit base Fee

Smart Routing	per debit transaction	\$0.003
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Telecheck - Hardware Related Fee

Terminal Application Update Fee - per terminal when a terminal application update is made available for additional features, different information or regulatory compliance.	Waived
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H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

CLOVER EQUIPMENT

Manufacturer Warranty is 1 year. All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination. Warranty language for leased equipment is found in the Equipment Lease Agreement

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
Clover GO	CLOVERGO RP350X, CHIP & SIG. READER EMV	n/a	n/a	n/a	\$33.96	MIS-CLOVERGO350	FOB DEST	Clover Go with Reader
Clover Mobile N-FDTABMYJ23G	CLOVER MOBILE YJ2 DISPLAY ASSY, 1YJ2UZZ0008 (WI-FI / 3G+SIM) (US)	n/a	n/a	n/a	\$459.55	N-FDTABMYJ23G	FOB DEST	Clover Addendum
Clover Mobile N-FDTABMYJ2WF	CLOVER MOBILE YJ2 DISPLAY ASSY, 1YJ2UZZ0001 (WI-FI) (US)	n/a	n/a	n/a	\$398.08	N-FDTABMYJ2WF	FOB DEST	Clover Addendum
Clover Mobile MIS-FDSTNDMHYG	CLOVER MOBILE DOCKING STATION 1HYGZZZ081E (US)	n/a	n/a	n/a	\$73.06	MIS-FDSTNDMHYG	FOB DEST	n/a
Clover Mobile MIS-YJ2-ADAPAD	CLOVER MOBILE ADA PAD (EAYJ2011010) (US)	n/a	n/a	n/a	\$10.04	MIS-YJ2-ADAPAD	FOB DEST	n/a
Clover Mobile MIS-EAYJ2007010	CLOVER MOBILE CLIP (EAYJ2007010)	n/a	n/a	n/a	\$6.54	MIS-EAYJ2007010	FOB DEST	n/a
Clover Mobile HYG Printer	CLOVER MOBILE HYG PRINTER, 1HYGZZZ081F (BLUETOOTH) (US)	n/a	n/a	n/a	\$118.64	N-FDPTRMHYG	FOB DEST	n/a
Clover Mini WIFI/3G	CLOVER MINI YJ3 DISPLAY ASSY, 1YJ3UZZ0004 (WI-FI / 3G) (US)	n/a	n/a	n/a	\$399.00	N-FDMINIYJ33G	FOB DEST	Clover Addendum
Clover Mini WIFI	CLOVER MINI YJ3 DISPLAY ASSY, 1YJ3UZZ0001 (WI-FI) (US)	n/a	n/a	n/a	\$349.00	N-FDMINIYJ3WF	FOB DEST	Clover Addendum
Clover Mini PIN Shield	CLOVER MINI PIN SHIELD EAYJ3008010 (US)	n/a	n/a	n/a	\$5.54	MIS-EAYJ3008010	FOB DEST	n/a
Clover Mini ADA Pad	CLOVER MINI ADA PAD (EAYJ3009010) (US)	n/a	n/a	n/a	\$10.04	MIS-YJ3-ADAPAD	FOB DEST	n/a
Clover Station N-FDTABYJ1	CLOVER STATION YJ1 DISPLAY ASSY, 1YJ1BZZ0001 (WIRELESS VERSION)	n/a	n/a	n/a	\$549.67	N-FDTABYJ1	FOB DEST	Clover Addendum
Clover Station N-FD-40	PINPAD FD40 (NON-CONTACTLESS) 8006L2-3CR USB/PCI 3.1/EMV2/US(ROHS) (001995064)	n/a	n/a	n/a	\$129.35	N-FD-40	FOB DEST	Clover Addendum
Clover Station N-FD-40-CTLS	PINPAD FD40, 001990064, USB/PCI3.1/EMV2/NFC/US(ROHS)	n/a	n/a	n/a	\$129.35	N-FD-40-CTLS	FOB DEST	Clover Addendum
Clover Station Bar Code Scanner (Motorola)	CLOVER BAR CODE SCANNER KIT-BLK (MOTOROLA), W/CBL, STAND LI2208-7U21SG-10, PLUG AND PLAY	n/a	n/a	n/a	\$66.44	N-LI2208-PPSW	FOB DEST	n/a
Clover Station Scale (CAS Corp).	CAS CORP, SW-RS(20LB) WEIGHT SCALE RS232	n/a	n/a	n/a	\$162.07	R-FDSCLSW-20	FOB DEST	n/a
Clover Station STAR Friction Printer	SP742ME STAR FRICTION PRINTER WITH LAN 39336530 REPLACED W/MFG 39336531 (SP742ME) VERSION	n/a	n/a	n/a	\$239.66	N-SP742ML	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
Clover Station Value Scan Barcode Scanner	VALUE SCAN II - USB, BLACK, MID-RANGE CCD BARCODE SCANNER (IDBA-4244MRB)	n/a	n/a	n/a	\$45.86	N-IDBA-4244MRB	FOB DEST	n/a
Clover Station Scale (WGHT)	CAS, SW-RS(20LB) WGHT SCALE, RS232, SW 20 LBA	n/a	n/a	n/a	\$231.53	N-FDSCLSW-20	FOB DEST	n/a
Clover Station Cash Drawer	CASH DRAWER YJ1(FAYJ1006010,REV3A)	n/a	n/a	n/a	\$40.07	N-FDCDWYJ1	FOB DEST	n/a
1 ROLL PAPER 3 1-PLY	1 ROLL PAPER 3 1-PLY	n/a	n/a	n/a	\$0.40	1P31	FOB DEST	n/a
1 ROLL PAPER THERMAL (T77)	1 ROLL PAPER THERMAL (T77)	n/a	n/a	n/a	\$1.02	1PT77TH	FOB DEST	n/a
Clover Ribbon Kit	KIT, RIBBON, RC700BR, SP700 PRINTER, 1.5 MILL BLACK/750K 30980720	n/a	n/a	n/a	\$2.36	1RSP742ML	FOB DEST	n/a
Clover Cable YJ1	CABLE - CLOVER YJ1 CABLE ASSY PACK SP, 1HYGZZZ0714	n/a	n/a	n/a	\$10.04	CBL-YJ1CBL-PK	FOB DEST	n/a
Clover EE12 Decal	EE12 (TP) DECAL, QUEST (DEBIT)	n/a	n/a	n/a	\$0.44	DEC-QUEST	FOB DEST	n/a
Clover EE13 Decal	EE3 (TP) DECAL, ECA DECAL AZ,CA,WA DC,IL,MA,ME, MO, NC, NH, NV, OK, RI,VT,WI,WV	n/a	n/a	n/a	\$0.41	DEC-TML187	FOB DEST	n/a
Clover EBT Decal Kit	EBT KIT SEE STATE FOR DECAL	n/a	n/a	n/a	\$2.41	KIT-EBTD	FOB DEST	n/a
Clover Cleaning Cloth	ASUS CHAMOIS MICROFIBER CLEANING CLOTH (6"X5") COLOR=GREY	n/a	n/a	n/a	\$0.89	MIS-ASUS-TODDY	FOB DEST	n/a
Clover Mobile Docking Station	CLOVER MOBILE DOCKING STATION - YJ2 DOCKING PLASTIC BASE SO (EAYJ2009,3A)	n/a	n/a	n/a	\$15.04	MIS-1HYNZZ003T	FOB DEST	n/a
Clover Cash Drawer Locking Lid	LOCKING LID CASH DRAWER METAL (FAYJ1009,3A) US	n/a	n/a	n/a	\$8.04	MIS-YJ1CDW-LID	FOB DEST	n/a
Clover 5 Coin Tray	5 COIN TRAY CASH DRAWER YJ1 (FAYJ1008010) - US	n/a	n/a	n/a	\$16.04	MIS-YJ1CDW-TRAY	FOB DEST	n/a
Clover Merchant KeyPAD	CLOVER MERCHANT KEY PAD (AEYJ3000010) (US)	n/a	n/a	n/a	\$35.04	MIS-YJ3-KEYPAD	FOB DEST	n/a
Clover Yj1 Power Cord (US)	CLOVER YJ1 ADP 24V 120W + POWER CORD (US) SP, 1AC0ZZZ012T	n/a	n/a	n/a	\$26.04	PWR-YJ1PWR-PK	FOB DEST	n/a
Clover Mobile Power Cord (US)	MOBILE TABLET YJ2 ADP 5.4V 2A + POWER CORD (US) SP, (AG05420B000 + DD0YJ2TH000)	n/a	n/a	n/a	\$0.04	PWR-YJ2PWR-PK	FOB DEST	n/a
Clover Y13 Adaptor Cord (US)	YJ3 POWER ADAPTER + CORD (US), (AG12033B002 + DM333101417) (US POWER ADAPTER + CABLE	n/a	n/a	n/a	\$24.27	PWR-YJ3PWR-PK	FOB DEST	n/a
Clover FLY-RSASEC-CLVR	SECURITY AND COMPLAINCE FLYER – CLOVER STATION	n/a	n/a	n/a	\$0.50	FLY-RSASEC-CLVR	FOB DEST	n/a
Clover HKIT-GENRC-CLVR	HKIT GENERIC CLOVER STATION	n/a	n/a	n/a	\$3.80	HKIT-GENRC-CLVR	FOB DEST	n/a
Clover KIT-SDCS-COMBO	1 PACK OF 10 EA SD-59083M AND CS-69083M	n/a	n/a	n/a	\$0.04	KIT-SDCS-COMBO	FOB DEST	n/a
Clover LBL-BAJV-BOXLBL	BAJV BOX LABEL	n/a	n/a	n/a	\$0.08	LBL-BAJV-BOXLBL	FOB DEST	n/a
Clover B1 PAPER-PRTPAK	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mobile / Mini	n/a	n/a	n/a	\$0.37	PAPER-PRTPAK	FOB DEST	n/a
MIS-KEY-001	KEY, CLOVER CASH DRAWER KEY 001	n/a	n/a	n/a	\$3.04	MIS-KEY-001	FOB DEST	n/a
MIS-KEY-002	KEY, CLOVER CASH DRAWER KEY 002	n/a	n/a	n/a	\$3.04	MIS-KEY-002	FOB DEST	n/a
MIS-KEY-003	KEY, CLOVER CASH DRAWER KEY 003	n/a	n/a	n/a	\$3.04	MIS-KEY-003	FOB DEST	n/a
MIS-KEY-004	KEY, CLOVER CASH DRAWER KEY 004	n/a	n/a	n/a	\$3.04	MIS-KEY-004	FOB DEST	n/a
MIS-KEY-005	KEY, CLOVER CASH DRAWER KEY 005	n/a	n/a	n/a	\$3.04	MIS-KEY-005	FOB DEST	n/a
MIS-KEY-006	KEY, CLOVER CASH DRAWER KEY 006	n/a	n/a	n/a	\$3.04	MIS-KEY-006	FOB DEST	n/a
MIS-KEY-007	KEY, CLOVER CASH DRAWER KEY 007	n/a	n/a	n/a	\$3.04	MIS-KEY-007	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-008	KEY, CLOVER CASH DRAWER KEY 008	n/a	n/a	n/a	\$3.04	MIS-KEY-008	FOB DEST	n/a
MIS-KEY-009	KEY, CLOVER CASH DRAWER KEY 009	n/a	n/a	n/a	\$3.04	MIS-KEY-009	FOB DEST	n/a
MIS-KEY-010	KEY, CLOVER CASH DRAWER KEY 010	n/a	n/a	n/a	\$3.04	MIS-KEY-010	FOB DEST	n/a
MIS-KEY-011	KEY, CLOVER CASH DRAWER KEY 011	n/a	n/a	n/a	\$3.04	MIS-KEY-011	FOB DEST	n/a
MIS-KEY-012	KEY, CLOVER CASH DRAWER KEY 012	n/a	n/a	n/a	\$3.04	MIS-KEY-012	FOB DEST	n/a
MIS-KEY-013	KEY, CLOVER CASH DRAWER KEY 013	n/a	n/a	n/a	\$3.04	MIS-KEY-013	FOB DEST	n/a
MIS-KEY-014	KEY, CLOVER CASH DRAWER KEY 014	n/a	n/a	n/a	\$3.04	MIS-KEY-014	FOB DEST	n/a
MIS-KEY-015	KEY, CLOVER CASH DRAWER KEY 015	n/a	n/a	n/a	\$3.04	MIS-KEY-015	FOB DEST	n/a
MIS-KEY-016	KEY, CLOVER CASH DRAWER KEY 016	n/a	n/a	n/a	\$3.04	MIS-KEY-016	FOB DEST	n/a
MIS-KEY-017	KEY, CLOVER CASH DRAWER KEY 017	n/a	n/a	n/a	\$3.04	MIS-KEY-017	FOB DEST	n/a
MIS-KEY-018	KEY, CLOVER CASH DRAWER KEY 018	n/a	n/a	n/a	\$3.04	MIS-KEY-018	FOB DEST	n/a
MIS-KEY-019	KEY, CLOVER CASH DRAWER KEY 019	n/a	n/a	n/a	\$3.04	MIS-KEY-019	FOB DEST	n/a
MIS-KEY-020	KEY, CLOVER CASH DRAWER KEY 020	n/a	n/a	n/a	\$3.04	MIS-KEY-020	FOB DEST	n/a
MIS-KEY-021	KEY, CLOVER CASH DRAWER KEY 021	n/a	n/a	n/a	\$3.04	MIS-KEY-021	FOB DEST	n/a
MIS-KEY-022	KEY, CLOVER CASH DRAWER KEY 022	n/a	n/a	n/a	\$3.04	MIS-KEY-022	FOB DEST	n/a
MIS-KEY-023	KEY, CLOVER CASH DRAWER KEY 023	n/a	n/a	n/a	\$3.04	MIS-KEY-023	FOB DEST	n/a
MIS-KEY-024	KEY, CLOVER CASH DRAWER KEY 024	n/a	n/a	n/a	\$3.04	MIS-KEY-024	FOB DEST	n/a
MIS-KEY-025	KEY, CLOVER CASH DRAWER KEY 025	n/a	n/a	n/a	\$3.04	MIS-KEY-025	FOB DEST	n/a
MIS-KEY-026	KEY, CLOVER CASH DRAWER KEY 026	n/a	n/a	n/a	\$3.04	MIS-KEY-026	FOB DEST	n/a
MIS-KEY-027	KEY, CLOVER CASH DRAWER KEY 027	n/a	n/a	n/a	\$3.04	MIS-KEY-027	FOB DEST	n/a
MIS-KEY-028	KEY, CLOVER CASH DRAWER KEY 028	n/a	n/a	n/a	\$3.04	MIS-KEY-028	FOB DEST	n/a
MIS-KEY-029	KEY, CLOVER CASH DRAWER KEY 029	n/a	n/a	n/a	\$3.04	MIS-KEY-029	FOB DEST	n/a
MIS-KEY-030	KEY, CLOVER CASH DRAWER KEY 030	n/a	n/a	n/a	\$3.04	MIS-KEY-030	FOB DEST	n/a
MIS-KEY-031	KEY, CLOVER CASH DRAWER KEY 031	n/a	n/a	n/a	\$3.04	MIS-KEY-031	FOB DEST	n/a
MIS-KEY-032	KEY, CLOVER CASH DRAWER KEY 032	n/a	n/a	n/a	\$3.04	MIS-KEY-032	FOB DEST	n/a
MIS-KEY-033	KEY, CLOVER CASH DRAWER KEY 033	n/a	n/a	n/a	\$3.04	MIS-KEY-033	FOB DEST	n/a
MIS-KEY-034	KEY, CLOVER CASH DRAWER KEY 034	n/a	n/a	n/a	\$3.04	MIS-KEY-034	FOB DEST	n/a
MIS-KEY-035	KEY, CLOVER CASH DRAWER KEY 035	n/a	n/a	n/a	\$3.04	MIS-KEY-035	FOB DEST	n/a
MIS-KEY-036	KEY, CLOVER CASH DRAWER KEY 036	n/a	n/a	n/a	\$3.04	MIS-KEY-036	FOB DEST	n/a
MIS-KEY-037	KEY, CLOVER CASH DRAWER KEY 037	n/a	n/a	n/a	\$3.04	MIS-KEY-037	FOB DEST	n/a
MIS-KEY-038	KEY, CLOVER CASH DRAWER KEY 038	n/a	n/a	n/a	\$3.04	MIS-KEY-038	FOB DEST	n/a
MIS-KEY-039	KEY, CLOVER CASH DRAWER KEY 039	n/a	n/a	n/a	\$3.04	MIS-KEY-039	FOB DEST	n/a
MIS-KEY-040	KEY, CLOVER CASH DRAWER KEY 040	n/a	n/a	n/a	\$3.04	MIS-KEY-040	FOB DEST	n/a
MIS-KEY-041	KEY, CLOVER CASH DRAWER KEY 041	n/a	n/a	n/a	\$3.04	MIS-KEY-041	FOB DEST	n/a
MIS-KEY-042	KEY, CLOVER CASH DRAWER KEY 042	n/a	n/a	n/a	\$3.04	MIS-KEY-042	FOB DEST	n/a
MIS-KEY-043	KEY, CLOVER CASH DRAWER KEY 043	n/a	n/a	n/a	\$3.04	MIS-KEY-043	FOB DEST	n/a
MIS-KEY-044	KEY, CLOVER CASH DRAWER KEY 044	n/a	n/a	n/a	\$3.04	MIS-KEY-044	FOB DEST	n/a
MIS-KEY-045	KEY, CLOVER CASH DRAWER KEY 045	n/a	n/a	n/a	\$3.04	MIS-KEY-045	FOB DEST	n/a
MIS-KEY-046	KEY, CLOVER CASH DRAWER KEY 046	n/a	n/a	n/a	\$3.04	MIS-KEY-046	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-047	KEY, CLOVER CASH DRAWER KEY 047	n/a	n/a	n/a	\$3.04	MIS-KEY-047	FOB DEST	n/a
MIS-KEY-048	KEY, CLOVER CASH DRAWER KEY 048	n/a	n/a	n/a	\$3.04	MIS-KEY-048	FOB DEST	n/a
MIS-KEY-049	KEY, CLOVER CASH DRAWER KEY 049	n/a	n/a	n/a	\$3.04	MIS-KEY-049	FOB DEST	n/a
MIS-KEY-050	KEY, CLOVER CASH DRAWER KEY 050	n/a	n/a	n/a	\$3.04	MIS-KEY-050	FOB DEST	n/a
MIS-KEY-051	KEY, CLOVER CASH DRAWER KEY 051	n/a	n/a	n/a	\$3.04	MIS-KEY-051	FOB DEST	n/a
MIS-KEY-052	KEY, CLOVER CASH DRAWER KEY 052	n/a	n/a	n/a	\$3.04	MIS-KEY-052	FOB DEST	n/a
MIS-KEY-053	KEY, CLOVER CASH DRAWER KEY 053	n/a	n/a	n/a	\$3.04	MIS-KEY-053	FOB DEST	n/a
MIS-KEY-054	KEY, CLOVER CASH DRAWER KEY 054	n/a	n/a	n/a	\$3.04	MIS-KEY-054	FOB DEST	n/a
MIS-KEY-055	KEY, CLOVER CASH DRAWER KEY 055	n/a	n/a	n/a	\$3.04	MIS-KEY-055	FOB DEST	n/a
MIS-KEY-056	KEY, CLOVER CASH DRAWER KEY 056	n/a	n/a	n/a	\$3.04	MIS-KEY-056	FOB DEST	n/a
MIS-KEY-057	KEY, CLOVER CASH DRAWER KEY 057	n/a	n/a	n/a	\$3.04	MIS-KEY-057	FOB DEST	n/a
MIS-KEY-058	KEY, CLOVER CASH DRAWER KEY 058	n/a	n/a	n/a	\$3.04	MIS-KEY-058	FOB DEST	n/a
MIS-KEY-059	KEY, CLOVER CASH DRAWER KEY 059	n/a	n/a	n/a	\$3.04	MIS-KEY-059	FOB DEST	n/a
MIS-KEY-060	KEY, CLOVER CASH DRAWER KEY 060	n/a	n/a	n/a	\$3.04	MIS-KEY-060	FOB DEST	n/a
MIS-KEY-061	KEY, CLOVER CASH DRAWER KEY 061	n/a	n/a	n/a	\$3.04	MIS-KEY-061	FOB DEST	n/a
MIS-KEY-062	KEY, CLOVER CASH DRAWER KEY 062	n/a	n/a	n/a	\$3.04	MIS-KEY-062	FOB DEST	n/a
MIS-KEY-063	KEY, CLOVER CASH DRAWER KEY 063	n/a	n/a	n/a	\$3.04	MIS-KEY-063	FOB DEST	n/a
MIS-KEY-064	KEY, CLOVER CASH DRAWER KEY 064	n/a	n/a	n/a	\$3.04	MIS-KEY-064	FOB DEST	n/a
MIS-KEY-065	KEY, CLOVER CASH DRAWER KEY 065	n/a	n/a	n/a	\$3.04	MIS-KEY-065	FOB DEST	n/a
MIS-KEY-066	KEY, CLOVER CASH DRAWER KEY 066	n/a	n/a	n/a	\$3.04	MIS-KEY-066	FOB DEST	n/a
MIS-KEY-067	KEY, CLOVER CASH DRAWER KEY 067	n/a	n/a	n/a	\$3.04	MIS-KEY-067	FOB DEST	n/a
MIS-KEY-068	KEY, CLOVER CASH DRAWER KEY 068	n/a	n/a	n/a	\$3.04	MIS-KEY-068	FOB DEST	n/a
MIS-KEY-069	KEY, CLOVER CASH DRAWER KEY 069	n/a	n/a	n/a	\$3.04	MIS-KEY-069	FOB DEST	n/a
MIS-KEY-070	KEY, CLOVER CASH DRAWER KEY 070	n/a	n/a	n/a	\$3.04	MIS-KEY-070	FOB DEST	n/a
MIS-KEY-071	KEY, CCLOVER CASH DRAWER KEY 071	n/a	n/a	n/a	\$3.04	MIS-KEY-071	FOB DEST	n/a
MIS-KEY-072	KEY, CLOVER CASH DRAWER KEY 072	n/a	n/a	n/a	\$3.04	MIS-KEY-072	FOB DEST	n/a
MIS-KEY-073	KEY, CLOVER CASH DRAWER KEY 073	n/a	n/a	n/a	\$3.04	MIS-KEY-073	FOB DEST	n/a
MIS-KEY-074	KEY, CCLOVER CASH DRAWER KEY 074	n/a	n/a	n/a	\$3.04	MIS-KEY-074	FOB DEST	n/a
MIS-KEY-075	KEY, CLOVER CASH DRAWER KEY 075	n/a	n/a	n/a	\$3.04	MIS-KEY-075	FOB DEST	n/a
MIS-KEY-076	KEY, CLOVER CASH DRAWER KEY 076	n/a	n/a	n/a	\$3.04	MIS-KEY-076	FOB DEST	n/a
MIS-KEY-077	KEY, CLOVER CASH DRAWER KEY 077	n/a	n/a	n/a	\$3.04	MIS-KEY-077	FOB DEST	n/a
MIS-KEY-078	KEY, CLOVER CASH DRAWER KEY 078	n/a	n/a	n/a	\$3.04	MIS-KEY-078	FOB DEST	n/a
MIS-KEY-079	KEY, CLOVER CASH DRAWER KEY 079	n/a	n/a	n/a	\$3.04	MIS-KEY-079	FOB DEST	n/a
MIS-KEY-080	KEY, CLOVER CASH DRAWER KEY 080	n/a	n/a	n/a	\$3.04	MIS-KEY-080	FOB DEST	n/a
MIS-KEY-081	KEY, CLOVER CASH DRAWER KEY 081	n/a	n/a	n/a	\$3.04	MIS-KEY-081	FOB DEST	n/a
MIS-KEY-082	KEY, CLOVER CASH DRAWER KEY 082	n/a	n/a	n/a	\$3.04	MIS-KEY-082	FOB DEST	n/a
MIS-KEY-083	KEY, CLOVER CASH DRAWER KEY 083	n/a	n/a	n/a	\$3.04	MIS-KEY-083	FOB DEST	n/a
MIS-KEY-084	KEY, CLOVER CASH DRAWER KEY 084	n/a	n/a	n/a	\$3.04	MIS-KEY-084	FOB DEST	n/a
MIS-KEY-085	KEY, CLOVER CASH DRAWER KEY 085	n/a	n/a	n/a	\$3.04	MIS-KEY-085	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-086	KEY, CLOVER CASH DRAWER KEY 086	n/a	n/a	n/a	\$3.04	MIS-KEY-086	FOB DEST	n/a
MIS-KEY-087	KEY, CLOVER CASH DRAWER KEY 087	n/a	n/a	n/a	\$3.04	MIS-KEY-087	FOB DEST	n/a
MIS-KEY-088	KEY, CLOVER CASH DRAWER KEY 088	n/a	n/a	n/a	\$3.04	MIS-KEY-088	FOB DEST	n/a
MIS-KEY-089	KEY, CLOVER CASH DRAWER KEY 089	n/a	n/a	n/a	\$3.04	MIS-KEY-089	FOB DEST	n/a
MIS-KEY-090	KEY, CLOVER CASH DRAWER KEY 090	n/a	n/a	n/a	\$3.04	MIS-KEY-090	FOB DEST	n/a
MIS-KEY-091	KEY, CLOVER CASH DRAWER KEY 091	n/a	n/a	n/a	\$3.04	MIS-KEY-091	FOB DEST	n/a
MIS-KEY-092	KEY, CLOVER CASH DRAWER KEY 092	n/a	n/a	n/a	\$3.04	MIS-KEY-092	FOB DEST	n/a
MIS-KEY-093	KEY, CLOVER CASH DRAWER KEY 093	n/a	n/a	n/a	\$3.04	MIS-KEY-093	FOB DEST	n/a
MIS-KEY-094	KEY, CLOVER CASH DRAWER KEY 094	n/a	n/a	n/a	\$3.04	MIS-KEY-094	FOB DEST	n/a
MIS-KEY-095	KEY, CLOVER CASH DRAWER KEY 095	n/a	n/a	n/a	\$3.04	MIS-KEY-095	FOB DEST	n/a
MIS-KEY-096	KEY, CLOVER CASH DRAWER KEY 096	n/a	n/a	n/a	\$3.04	MIS-KEY-096	FOB DEST	n/a
MIS-KEY-097	KEY, CLOVER CASH DRAWER KEY 097	n/a	n/a	n/a	\$3.04	MIS-KEY-097	FOB DEST	n/a
MIS-KEY-098	KEY, CLOVER CASH DRAWER KEY 098	n/a	n/a	n/a	\$3.04	MIS-KEY-098	FOB DEST	n/a
MIS-KEY-099	KEY, CLOVER CASH DRAWER KEY 099	n/a	n/a	n/a	\$3.04	MIS-KEY-099	FOB DEST	n/a
MIS-KEY-100	KEY, CLOVER CASH DRAWER KEY 100	n/a	n/a	n/a	\$3.04	MIS-KEY-100	FOB DEST	n/a
MIS-KEY-101	KEY, CLOVER CASH DRAWER KEY 101	n/a	n/a	n/a	\$3.04	MIS-KEY-101	FOB DEST	n/a
MIS-KEY-102	KEY, CLOVER CASH DRAWER KEY 102	n/a	n/a	n/a	\$3.04	MIS-KEY-102	FOB DEST	n/a
MIS-KEY-103	KEY, CLOVER CASH DRAWER KEY 103	n/a	n/a	n/a	\$3.04	MIS-KEY-103	FOB DEST	n/a
MIS-KEY-104	KEY, CLOVER CASH DRAWER KEY 104	n/a	n/a	n/a	\$3.04	MIS-KEY-104	FOB DEST	n/a
MIS-KEY-105	KEY, CLOVER CASH DRAWER KEY 105	n/a	n/a	n/a	\$3.04	MIS-KEY-105	FOB DEST	n/a
MIS-KEY-106	KEY, CLOVER CASH DRAWER KEY 106	n/a	n/a	n/a	\$3.04	MIS-KEY-106	FOB DEST	n/a
MIS-KEY-107	KEY, CLOVER CASH DRAWER KEY 107	n/a	n/a	n/a	\$3.04	MIS-KEY-107	FOB DEST	n/a
MIS-KEY-108	KEY, CLOVER CASH DRAWER KEY 108	n/a	n/a	n/a	\$3.04	MIS-KEY-108	FOB DEST	n/a
MIS-KEY-109	KEY, CCLOVER CASH DRAWER KEY 109	n/a	n/a	n/a	\$3.04	MIS-KEY-109	FOB DEST	n/a
MIS-KEY-110	KEY, CLOVER CASH DRAWER KEY 110	n/a	n/a	n/a	\$3.04	MIS-KEY-110	FOB DEST	n/a
MIS-KEY-111	KEY, CLOVER CASH DRAWER KEY 111	n/a	n/a	n/a	\$3.04	MIS-KEY-111	FOB DEST	n/a
MIS-KEY-112	KEY, CLOVER CASH DRAWER KEY 112	n/a	n/a	n/a	\$3.04	MIS-KEY-112	FOB DEST	n/a
MIS-KEY-113	KEY, CLOVER CASH DRAWER KEY 113	n/a	n/a	n/a	\$3.04	MIS-KEY-113	FOB DEST	n/a
MIS-KEY-114	KEY, CCLOVER CASH DRAWER KEY 114	n/a	n/a	n/a	\$3.04	MIS-KEY-114	FOB DEST	n/a
MIS-KEY-115	KEY, CLOVER CASH DRAWER KEY 115	n/a	n/a	n/a	\$3.04	MIS-KEY-115	FOB DEST	n/a
MIS-KEY-116	KEY, CLOVER CASH DRAWER KEY 116	n/a	n/a	n/a	\$3.04	MIS-KEY-116	FOB DEST	n/a
MIS-KEY-117	KEY, CLOVER CASH DRAWER KEY 117	n/a	n/a	n/a	\$3.04	MIS-KEY-117	FOB DEST	n/a
MIS-KEY-118	KEY, CLOVER CASH DRAWER KEY 118	n/a	n/a	n/a	\$3.04	MIS-KEY-118	FOB DEST	n/a
MIS-KEY-119	KEY, CLOVER CASH DRAWER KEY 119	n/a	n/a	n/a	\$3.04	MIS-KEY-119	FOB DEST	n/a
MIS-KEY-120	KEY, CLOVER CASH DRAWER KEY 120	n/a	n/a	n/a	\$3.04	MIS-KEY-120	FOB DEST	n/a
MIS-KEY-121	KEY, CLOVER CASH DRAWER KEY 121	n/a	n/a	n/a	\$3.04	MIS-KEY-121	FOB DEST	n/a
MIS-KEY-122	KEY, CLOVER CASH DRAWER KEY 122	n/a	n/a	n/a	\$3.04	MIS-KEY-122	FOB DEST	n/a
MIS-KEY-123	KEY, CLOVER CASH DRAWER KEY 123	n/a	n/a	n/a	\$3.04	MIS-KEY-123	FOB DEST	n/a
MIS-KEY-124	KEY, CLOVER CASH DRAWER KEY 124	n/a	n/a	n/a	\$3.04	MIS-KEY-124	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-125	KEY, CLOVER CASH DRAWER KEY 125	n/a	n/a	n/a	\$3.04	MIS-KEY-125	FOB DEST	n/a
MIS-KEY-126	KEY, CLOVER CASH DRAWER KEY 126	n/a	n/a	n/a	\$3.04	MIS-KEY-126	FOB DEST	n/a
MIS-KEY-127	KEY, CLOVER CASH DRAWER KEY 127	n/a	n/a	n/a	\$3.04	MIS-KEY-127	FOB DEST	n/a
MIS-KEY-128	KEY, CLOVER CASH DRAWER KEY 128	n/a	n/a	n/a	\$3.04	MIS-KEY-128	FOB DEST	n/a
MIS-KEY-129	KEY, CLOVER CASH DRAWER KEY 129	n/a	n/a	n/a	\$3.04	MIS-KEY-129	FOB DEST	n/a
MIS-KEY-130	KEY, CLOVER CASH DRAWER KEY 130	n/a	n/a	n/a	\$3.04	MIS-KEY-130	FOB DEST	n/a
MIS-KEY-131	KEY, CLOVER CASH DRAWER KEY 131	n/a	n/a	n/a	\$3.04	MIS-KEY-131	FOB DEST	n/a
MIS-KEY-132	KEY, CLOVER CASH DRAWER KEY 132	n/a	n/a	n/a	\$3.04	MIS-KEY-132	FOB DEST	n/a
MIS-KEY-133	KEY, CLOVER CASH DRAWER KEY 133	n/a	n/a	n/a	\$3.04	MIS-KEY-133	FOB DEST	n/a
MIS-KEY-134	KEY, CLOVER CASH DRAWER KEY 134	n/a	n/a	n/a	\$3.04	MIS-KEY-134	FOB DEST	n/a
MIS-KEY-135	KEY, CLOVER CASH DRAWER KEY 135	n/a	n/a	n/a	\$3.04	MIS-KEY-135	FOB DEST	n/a
MIS-KEY-136	KEY, CLOVER CASH DRAWER KEY 136	n/a	n/a	n/a	\$3.04	MIS-KEY-136	FOB DEST	n/a
MIS-KEY-137	KEY, CLOVER CASH DRAWER KEY 137	n/a	n/a	n/a	\$3.04	MIS-KEY-137	FOB DEST	n/a
MIS-KEY-138	KEY, CLOVER CASH DRAWER KEY 138	n/a	n/a	n/a	\$3.04	MIS-KEY-138	FOB DEST	n/a
MIS-KEY-139	KEY, CLOVER CASH DRAWER KEY 139	n/a	n/a	n/a	\$3.04	MIS-KEY-139	FOB DEST	n/a
MIS-KEY-140	KEY, CLOVER CASH DRAWER KEY 140	n/a	n/a	n/a	\$3.04	MIS-KEY-140	FOB DEST	n/a
MIS-KEY-141	KEY, CLOVER CASH DRAWER KEY 141	n/a	n/a	n/a	\$3.04	MIS-KEY-141	FOB DEST	n/a
MIS-KEY-142	KEY, CLOVER CASH DRAWER KEY 142	n/a	n/a	n/a	\$3.04	MIS-KEY-142	FOB DEST	n/a
MIS-KEY-143	KEY, CLOVER CASH DRAWER KEY 143	n/a	n/a	n/a	\$3.04	MIS-KEY-143	FOB DEST	n/a
MIS-KEY-144	KEY, CLOVER CASH DRAWER KEY 144	n/a	n/a	n/a	\$3.04	MIS-KEY-144	FOB DEST	n/a
MIS-KEY-145	KEY, CLOVER CASH DRAWER KEY 145	n/a	n/a	n/a	\$3.04	MIS-KEY-145	FOB DEST	n/a
MIS-KEY-146	KEY, CLOVER CASH DRAWER KEY 146	n/a	n/a	n/a	\$3.04	MIS-KEY-146	FOB DEST	n/a
MIS-KEY-147	KEY, CLOVER CASH DRAWER KEY 147	n/a	n/a	n/a	\$3.04	MIS-KEY-147	FOB DEST	n/a
MIS-KEY-148	KEY, CLOVER CASH DRAWER KEY 148	n/a	n/a	n/a	\$3.04	MIS-KEY-148	FOB DEST	n/a
MIS-KEY-149	KEY, CLOVER CASH DRAWER KEY 149	n/a	n/a	n/a	\$3.04	MIS-KEY-149	FOB DEST	n/a
MIS-KEY-150	KEY, CLOVER CASH DRAWER KEY 150	n/a	n/a	n/a	\$3.04	MIS-KEY-150	FOB DEST	n/a
MIS-KEY-151	KEY, CLOVER CASH DRAWER KEY 151	n/a	n/a	n/a	\$3.04	MIS-KEY-151	FOB DEST	n/a
MIS-KEY-152	KEY, CLOVER CASH DRAWER KEY 152	n/a	n/a	n/a	\$3.04	MIS-KEY-152	FOB DEST	n/a
MIS-KEY-153	KEY, CLOVER CASH DRAWER KEY 153	n/a	n/a	n/a	\$3.04	MIS-KEY-153	FOB DEST	n/a
MIS-KEY-154	KEY, CLOVER CASH DRAWER KEY 154	n/a	n/a	n/a	\$3.04	MIS-KEY-154	FOB DEST	n/a
MIS-KEY-155	KEY, CLOVER CASH DRAWER KEY 155	n/a	n/a	n/a	\$3.04	MIS-KEY-155	FOB DEST	n/a
MIS-KEY-156	KEY, CLOVER CASH DRAWER KEY 156	n/a	n/a	n/a	\$3.04	MIS-KEY-156	FOB DEST	n/a
MIS-KEY-157	KEY, CLOVER CASH DRAWER KEY 157	n/a	n/a	n/a	\$3.04	MIS-KEY-157	FOB DEST	n/a
MIS-KEY-158	KEY, CLOVER CASH DRAWER KEY 158	n/a	n/a	n/a	\$3.04	MIS-KEY-158	FOB DEST	n/a
MIS-KEY-159	KEY, CLOVER CASH DRAWER KEY 159	n/a	n/a	n/a	\$3.04	MIS-KEY-159	FOB DEST	n/a
MIS-KEY-160	KEY, CLOVER CASH DRAWER KEY 160	n/a	n/a	n/a	\$3.04	MIS-KEY-160	FOB DEST	n/a
MIS-KEY-161	KEY, CLOVER CASH DRAWER KEY 161	n/a	n/a	n/a	\$3.04	MIS-KEY-161	FOB DEST	n/a
MIS-KEY-162	KEY, CLOVER CASH DRAWER KEY 162	n/a	n/a	n/a	\$3.04	MIS-KEY-162	FOB DEST	n/a
MIS-KEY-163	KEY, CLOVER CASH DRAWER KEY 163	n/a	n/a	n/a	\$3.04	MIS-KEY-163	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-164	KEY, CLOVER CASH DRAWER KEY 164	n/a	n/a	n/a	\$3.04	MIS-KEY-164	FOB DEST	n/a
MIS-KEY-165	KEY, CLOVER CASH DRAWER KEY 165	n/a	n/a	n/a	\$3.04	MIS-KEY-165	FOB DEST	n/a
MIS-KEY-166	KEY, CLOVER CASH DRAWER KEY 166	n/a	n/a	n/a	\$3.04	MIS-KEY-166	FOB DEST	n/a
MIS-KEY-167	KEY, CLOVER CASH DRAWER KEY 167	n/a	n/a	n/a	\$3.04	MIS-KEY-167	FOB DEST	n/a
MIS-KEY-168	KEY, CLOVER CASH DRAWER KEY 168	n/a	n/a	n/a	\$3.04	MIS-KEY-168	FOB DEST	n/a
MIS-KEY-169	KEY, CLOVER CASH DRAWER KEY 169	n/a	n/a	n/a	\$3.04	MIS-KEY-169	FOB DEST	n/a
MIS-KEY-170	KEY, CLOVER CASH DRAWER KEY 170	n/a	n/a	n/a	\$3.04	MIS-KEY-170	FOB DEST	n/a
MIS-KEY-171	KEY, CLOVER CASH DRAWER KEY 171	n/a	n/a	n/a	\$3.04	MIS-KEY-171	FOB DEST	n/a
MIS-KEY-172	KEY, CLOVER CASH DRAWER KEY 172	n/a	n/a	n/a	\$3.04	MIS-KEY-172	FOB DEST	n/a
MIS-KEY-173	KEY, CLOVER CASH DRAWER KEY 173	n/a	n/a	n/a	\$3.04	MIS-KEY-173	FOB DEST	n/a
MIS-KEY-174	KEY, CLOVER CASH DRAWER KEY 174	n/a	n/a	n/a	\$3.04	MIS-KEY-174	FOB DEST	n/a
MIS-KEY-175	KEY, CLOVER CASH DRAWER KEY 175	n/a	n/a	n/a	\$3.04	MIS-KEY-175	FOB DEST	n/a
MIS-KEY-176	KEY, CLOVER CASH DRAWER KEY 176	n/a	n/a	n/a	\$3.04	MIS-KEY-176	FOB DEST	n/a
MIS-KEY-177	KEY, CLOVER CASH DRAWER KEY 177	n/a	n/a	n/a	\$3.04	MIS-KEY-177	FOB DEST	n/a
MIS-KEY-178	KEY, CLOVER CASH DRAWER KEY 178	n/a	n/a	n/a	\$3.04	MIS-KEY-178	FOB DEST	n/a
MIS-KEY-179	KEY, CLOVER CASH DRAWER KEY 179	n/a	n/a	n/a	\$3.04	MIS-KEY-179	FOB DEST	n/a
MIS-KEY-180	KEY, CLOVER CASH DRAWER KEY 180	n/a	n/a	n/a	\$3.04	MIS-KEY-180	FOB DEST	n/a
MIS-KEY-181	KEY, CLOVER CASH DRAWER KEY 181	n/a	n/a	n/a	\$3.04	MIS-KEY-181	FOB DEST	n/a
MIS-KEY-182	KEY, CLOVER CASH DRAWER KEY 182	n/a	n/a	n/a	\$3.04	MIS-KEY-182	FOB DEST	n/a
MIS-KEY-183	KEY, CLOVER CASH DRAWER KEY 183	n/a	n/a	n/a	\$3.04	MIS-KEY-183	FOB DEST	n/a
MIS-KEY-184	KEY, CLOVER CASH DRAWER KEY 184	n/a	n/a	n/a	\$3.04	MIS-KEY-184	FOB DEST	n/a
MIS-KEY-185	KEY, CLOVER CASH DRAWER KEY 185	n/a	n/a	n/a	\$3.04	MIS-KEY-185	FOB DEST	n/a
MIS-KEY-186	KEY, CLOVER CASH DRAWER KEY 186	n/a	n/a	n/a	\$3.04	MIS-KEY-186	FOB DEST	n/a
MIS-KEY-187	KEY, CLOVER CASH DRAWER KEY 187	n/a	n/a	n/a	\$3.04	MIS-KEY-187	FOB DEST	n/a
MIS-KEY-188	KEY, CLOVER CASH DRAWER KEY 188	n/a	n/a	n/a	\$3.04	MIS-KEY-188	FOB DEST	n/a
MIS-KEY-189	KEY, CLOVER CASH DRAWER KEY 189	n/a	n/a	n/a	\$3.04	MIS-KEY-189	FOB DEST	n/a
MIS-KEY-190	KEY, CLOVER CASH DRAWER KEY 190	n/a	n/a	n/a	\$3.04	MIS-KEY-190	FOB DEST	n/a
MIS-KEY-191	KEY, CLOVER CASH DRAWER KEY 191	n/a	n/a	n/a	\$3.04	MIS-KEY-191	FOB DEST	n/a
MIS-KEY-192	KEY, CLOVER CASH DRAWER KEY 192	n/a	n/a	n/a	\$3.04	MIS-KEY-192	FOB DEST	n/a
MIS-KEY-193	KEY, CLOVER CASH DRAWER KEY 193	n/a	n/a	n/a	\$3.04	MIS-KEY-193	FOB DEST	n/a
MIS-KEY-194	KEY, CLOVER CASH DRAWER KEY 194	n/a	n/a	n/a	\$3.04	MIS-KEY-194	FOB DEST	n/a
MIS-KEY-195	KEY, CLOVER CASH DRAWER KEY 195	n/a	n/a	n/a	\$3.04	MIS-KEY-195	FOB DEST	n/a
MIS-KEY-196	KEY, CLOVER CASH DRAWER KEY 196	n/a	n/a	n/a	\$3.04	MIS-KEY-196	FOB DEST	n/a
MIS-KEY-197	KEY, CLOVER CASH DRAWER KEY 197	n/a	n/a	n/a	\$3.04	MIS-KEY-197	FOB DEST	n/a
MIS-KEY-198	KEY, CLOVER CASH DRAWER KEY 198	n/a	n/a	n/a	\$3.04	MIS-KEY-198	FOB DEST	n/a
MIS-KEY-199	KEY, CLOVER CASH DRAWER KEY 199	n/a	n/a	n/a	\$3.04	MIS-KEY-199	FOB DEST	n/a
MIS-KEY-200	KEY, CLOVER CASH DRAWER KEY 200	n/a	n/a	n/a	\$3.04	MIS-KEY-200	FOB DEST	n/a
MIS-KEY-A001	KEY, CLOVER CASH DRAWER KEY A001	n/a	n/a	n/a	\$2.71	MIS-KEY-A001	FOB DEST	n/a
MIS-KEY-A002	KEY, CLOVER CASH DRAWER KEY A002	n/a	n/a	n/a	\$2.71	MIS-KEY-A002	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A003	KEY, CLOVER CASH DRAWER KEY A003	n/a	n/a	n/a	\$2.71	MIS-KEY-A003	FOB DEST	n/a
MIS-KEY-A004	KEY, CLOVER CASH DRAWER KEY A004	n/a	n/a	n/a	\$2.71	MIS-KEY-A004	FOB DEST	n/a
MIS-KEY-A005	KEY, CLOVER CASH DRAWER KEY A005	n/a	n/a	n/a	\$2.44	MIS-KEY-A005	FOB DEST	n/a
MIS-KEY-A006	KEY, CLOVER CASH DRAWER KEY A006	n/a	n/a	n/a	\$2.71	MIS-KEY-A006	FOB DEST	n/a
MIS-KEY-A007	KEY, CLOVER CASH DRAWER KEY A007	n/a	n/a	n/a	\$2.71	MIS-KEY-A007	FOB DEST	n/a
MIS-KEY-A008	KEY, CLOVER CASH DRAWER KEY A008	n/a	n/a	n/a	\$2.71	MIS-KEY-A008	FOB DEST	n/a
MIS-KEY-A009	KEY, CLOVER CASH DRAWER KEY A009	n/a	n/a	n/a	\$2.71	MIS-KEY-A009	FOB DEST	n/a
MIS-KEY-A010	KEY, CLOVER CASH DRAWER KEY A010	n/a	n/a	n/a	\$2.71	MIS-KEY-A010	FOB DEST	n/a
MIS-KEY-A011	KEY, CLOVER CASH DRAWER KEY A011	n/a	n/a	n/a	\$2.71	MIS-KEY-A011	FOB DEST	n/a
MIS-KEY-A012	KEY, CLOVER CASH DRAWER KEY A012	n/a	n/a	n/a	\$2.71	MIS-KEY-A012	FOB DEST	n/a
MIS-KEY-A013	KEY, CLOVER CASH DRAWER KEY A013	n/a	n/a	n/a	\$2.71	MIS-KEY-A013	FOB DEST	n/a
MIS-KEY-A014	KEY, CLOVER CASH DRAWER KEY A014	n/a	n/a	n/a	\$2.71	MIS-KEY-A014	FOB DEST	n/a
MIS-KEY-A015	KEY, CLOVER CASH DRAWER KEY A015	n/a	n/a	n/a	\$2.71	MIS-KEY-A015	FOB DEST	n/a
MIS-KEY-A016	KEY, CLOVER CASH DRAWER KEY A016	n/a	n/a	n/a	\$2.71	MIS-KEY-A016	FOB DEST	n/a
MIS-KEY-A017	KEY, CLOVER CASH DRAWER KEY A017	n/a	n/a	n/a	\$2.71	MIS-KEY-A017	FOB DEST	n/a
MIS-KEY-A018	KEY, CLOVER CASH DRAWER KEY A018	n/a	n/a	n/a	\$2.71	MIS-KEY-A018	FOB DEST	n/a
MIS-KEY-A019	KEY, CLOVER CASH DRAWER KEY A019	n/a	n/a	n/a	\$2.71	MIS-KEY-A019	FOB DEST	n/a
MIS-KEY-A020	KEY, CLOVER CASH DRAWER KEY A020	n/a	n/a	n/a	\$2.71	MIS-KEY-A020	FOB DEST	n/a
MIS-KEY-A021	KEY, CLOVER CASH DRAWER KEY A021	n/a	n/a	n/a	\$2.71	MIS-KEY-A021	FOB DEST	n/a
MIS-KEY-A022	KEY, CLOVER CASH DRAWER KEY A022	n/a	n/a	n/a	\$2.71	MIS-KEY-A022	FOB DEST	n/a
MIS-KEY-A023	KEY, CLOVER CASH DRAWER KEY A023	n/a	n/a	n/a	\$2.71	MIS-KEY-A023	FOB DEST	n/a
MIS-KEY-A024	KEY, CLOVER CASH DRAWER KEY A024	n/a	n/a	n/a	\$2.71	MIS-KEY-A024	FOB DEST	n/a
MIS-KEY-A025	KEY, CLOVER CASH DRAWER KEY A025	n/a	n/a	n/a	\$2.71	MIS-KEY-A025	FOB DEST	n/a
MIS-KEY-A026	KEY, CLOVER CASH DRAWER KEY A026	n/a	n/a	n/a	\$2.71	MIS-KEY-A026	FOB DEST	n/a
MIS-KEY-A027	KEY, CLOVER CASH DRAWER KEY A027	n/a	n/a	n/a	\$2.71	MIS-KEY-A027	FOB DEST	n/a
MIS-KEY-A028	KEY, CLOVER CASH DRAWER KEY A028	n/a	n/a	n/a	\$2.71	MIS-KEY-A028	FOB DEST	n/a
MIS-KEY-A029	KEY, CLOVER CASH DRAWER KEY A029	n/a	n/a	n/a	\$2.71	MIS-KEY-A029	FOB DEST	n/a
MIS-KEY-A030	KEY, CLOVER CASH DRAWER KEY A030	n/a	n/a	n/a	\$2.71	MIS-KEY-A030	FOB DEST	n/a
MIS-KEY-A031	KEY, CLOVER CASH DRAWER KEY A031	n/a	n/a	n/a	\$2.71	MIS-KEY-A031	FOB DEST	n/a
MIS-KEY-A032	KEY, CLOVER CASH DRAWER KEY A032	n/a	n/a	n/a	\$2.71	MIS-KEY-A032	FOB DEST	n/a
MIS-KEY-A033	KEY, CLOVER CASH DRAWER KEY A033	n/a	n/a	n/a	\$2.71	MIS-KEY-A033	FOB DEST	n/a
MIS-KEY-A034	KEY, CLOVER CASH DRAWER KEY A034	n/a	n/a	n/a	\$2.71	MIS-KEY-A034	FOB DEST	n/a
MIS-KEY-A035	KEY, CLOVER CASH DRAWER KEY A035	n/a	n/a	n/a	\$2.71	MIS-KEY-A035	FOB DEST	n/a
MIS-KEY-A036	KEY, CLOVER CASH DRAWER KEY A036	n/a	n/a	n/a	\$2.71	MIS-KEY-A036	FOB DEST	n/a
MIS-KEY-A037	KEY, CLOVER CASH DRAWER KEY A037	n/a	n/a	n/a	\$2.71	MIS-KEY-A037	FOB DEST	n/a
MIS-KEY-A038	KEY, CLOVER CASH DRAWER KEY A038	n/a	n/a	n/a	\$2.71	MIS-KEY-A038	FOB DEST	n/a
MIS-KEY-A039	KEY, CLOVER CASH DRAWER KEY A039	n/a	n/a	n/a	\$2.71	MIS-KEY-A039	FOB DEST	n/a
MIS-KEY-A040	KEY, CLOVER CASH DRAWER KEY A040	n/a	n/a	n/a	\$2.71	MIS-KEY-A040	FOB DEST	n/a
MIS-KEY-A041	KEY, CLOVER CASH DRAWER KEY A041	n/a	n/a	n/a	\$2.71	MIS-KEY-A041	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A042	KEY, CLOVER CASH DRAWER KEY A042	n/a	n/a	n/a	\$2.71	MIS-KEY-A042	FOB DEST	n/a
MIS-KEY-A043	KEY, CLOVER CASH DRAWER KEY A043	n/a	n/a	n/a	\$2.71	MIS-KEY-A043	FOB DEST	n/a
MIS-KEY-A044	KEY, CLOVER CASH DRAWER KEY A044	n/a	n/a	n/a	\$2.71	MIS-KEY-A044	FOB DEST	n/a
MIS-KEY-A045	KEY, CLOVER CASH DRAWER KEY A045	n/a	n/a	n/a	\$2.71	MIS-KEY-A045	FOB DEST	n/a
MIS-KEY-A046	KEY, CLOVER CASH DRAWER KEY A046	n/a	n/a	n/a	\$2.71	MIS-KEY-A046	FOB DEST	n/a
MIS-KEY-A047	KEY, CLOVER CASH DRAWER KEY A047	n/a	n/a	n/a	\$2.71	MIS-KEY-A047	FOB DEST	n/a
MIS-KEY-A048	KEY, CLOVER CASH DRAWER KEY A048	n/a	n/a	n/a	\$2.71	MIS-KEY-A048	FOB DEST	n/a
MIS-KEY-A049	KEY, CLOVER CASH DRAWER KEY A049	n/a	n/a	n/a	\$2.71	MIS-KEY-A049	FOB DEST	n/a
MIS-KEY-A050	KEY, CLOVER CASH DRAWER KEY A050	n/a	n/a	n/a	\$2.71	MIS-KEY-A050	FOB DEST	n/a
MIS-KEY-A051	KEY, CLOVER CASH DRAWER KEY A051	n/a	n/a	n/a	\$2.71	MIS-KEY-A051	FOB DEST	n/a
MIS-KEY-A052	KEY, CLOVER CASH DRAWER KEY A052	n/a	n/a	n/a	\$2.71	MIS-KEY-A052	FOB DEST	n/a
MIS-KEY-A053	KEY, CLOVER CASH DRAWER KEY A053	n/a	n/a	n/a	\$2.71	MIS-KEY-A053	FOB DEST	n/a
MIS-KEY-A054	KEY, CLOVER CASH DRAWER KEY A054	n/a	n/a	n/a	\$2.71	MIS-KEY-A054	FOB DEST	n/a
MIS-KEY-A055	KEY, CLOVER CASH DRAWER KEY A055	n/a	n/a	n/a	\$2.71	MIS-KEY-A055	FOB DEST	n/a
MIS-KEY-A056	KEY, CLOVER CASH DRAWER KEY A056	n/a	n/a	n/a	\$2.71	MIS-KEY-A056	FOB DEST	n/a
MIS-KEY-A057	KEY, CLOVER CASH DRAWER KEY A057	n/a	n/a	n/a	\$2.71	MIS-KEY-A057	FOB DEST	n/a
MIS-KEY-A058	KEY, CLOVER CASH DRAWER KEY A058	n/a	n/a	n/a	\$2.71	MIS-KEY-A058	FOB DEST	n/a
MIS-KEY-A059	KEY, CLOVER CASH DRAWER KEY A059	n/a	n/a	n/a	\$2.71	MIS-KEY-A059	FOB DEST	n/a
MIS-KEY-A060	KEY, CLOVER CASH DRAWER KEY A060	n/a	n/a	n/a	\$2.71	MIS-KEY-A060	FOB DEST	n/a
MIS-KEY-A061	KEY, CLOVER CASH DRAWER KEY A061	n/a	n/a	n/a	\$2.71	MIS-KEY-A061	FOB DEST	n/a
MIS-KEY-A062	KEY, CLOVER CASH DRAWER KEY A062	n/a	n/a	n/a	\$2.71	MIS-KEY-A062	FOB DEST	n/a
MIS-KEY-A063	KEY, CLOVER CASH DRAWER KEY A063	n/a	n/a	n/a	\$2.71	MIS-KEY-A063	FOB DEST	n/a
MIS-KEY-A064	KEY, CLOVER CASH DRAWER KEY A064	n/a	n/a	n/a	\$2.71	MIS-KEY-A064	FOB DEST	n/a
MIS-KEY-A065	KEY, CLOVER CASH DRAWER KEY A065	n/a	n/a	n/a	\$2.71	MIS-KEY-A065	FOB DEST	n/a
MIS-KEY-A066	KEY, CLOVER CASH DRAWER KEY A066	n/a	n/a	n/a	\$2.71	MIS-KEY-A066	FOB DEST	n/a
MIS-KEY-A067	KEY, CLOVER CASH DRAWER KEY A067	n/a	n/a	n/a	\$2.71	MIS-KEY-A067	FOB DEST	n/a
MIS-KEY-A068	KEY, CLOVER CASH DRAWER KEY A068	n/a	n/a	n/a	\$2.71	MIS-KEY-A068	FOB DEST	n/a
MIS-KEY-A069	KEY, CLOVER CASH DRAWER KEY A069	n/a	n/a	n/a	\$2.71	MIS-KEY-A069	FOB DEST	n/a
MIS-KEY-A070	KEY, CLOVER CASH DRAWER KEY A070	n/a	n/a	n/a	\$2.71	MIS-KEY-A070	FOB DEST	n/a
MIS-KEY-A071	KEY, CLOVER CASH DRAWER KEY A071	n/a	n/a	n/a	\$2.71	MIS-KEY-A071	FOB DEST	n/a
MIS-KEY-A072	KEY, CLOVER CASH DRAWER KEY A072	n/a	n/a	n/a	\$2.71	MIS-KEY-A072	FOB DEST	n/a
MIS-KEY-A073	KEY, CLOVER CASH DRAWER KEY A073	n/a	n/a	n/a	\$2.71	MIS-KEY-A073	FOB DEST	n/a
MIS-KEY-A074	KEY, CLOVER CASH DRAWER KEY A074	n/a	n/a	n/a	\$2.71	MIS-KEY-A074	FOB DEST	n/a
MIS-KEY-A075	KEY, CLOVER CASH DRAWER KEY A075	n/a	n/a	n/a	\$2.71	MIS-KEY-A075	FOB DEST	n/a
MIS-KEY-A076	KEY, CLOVER CASH DRAWER KEY A076	n/a	n/a	n/a	\$2.71	MIS-KEY-A076	FOB DEST	n/a
MIS-KEY-A077	KEY, CLOVER CASH DRAWER KEY A077	n/a	n/a	n/a	\$2.71	MIS-KEY-A077	FOB DEST	n/a
MIS-KEY-A078	KEY, CLOVER CASH DRAWER KEY A078	n/a	n/a	n/a	\$2.71	MIS-KEY-A078	FOB DEST	n/a
MIS-KEY-A079	KEY, CLOVER CASH DRAWER KEY A079	n/a	n/a	n/a	\$2.71	MIS-KEY-A079	FOB DEST	n/a
MIS-KEY-A080	KEY, CLOVER CASH DRAWER KEY A080	n/a	n/a	n/a	\$2.71	MIS-KEY-A080	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A081	KEY, CLOVER CASH DRAWER KEY A081	n/a	n/a	n/a	\$2.71	MIS-KEY-A081	FOB DEST	n/a
MIS-KEY-A082	KEY, CLOVER CASH DRAWER KEY A082	n/a	n/a	n/a	\$2.71	MIS-KEY-A082	FOB DEST	n/a
MIS-KEY-A083	KEY, CLOVER CASH DRAWER KEY A083	n/a	n/a	n/a	\$2.71	MIS-KEY-A083	FOB DEST	n/a
MIS-KEY-A084	KEY, CLOVER CASH DRAWER KEY A084	n/a	n/a	n/a	\$2.71	MIS-KEY-A084	FOB DEST	n/a
MIS-KEY-A085	KEY, CLOVER CASH DRAWER KEY A085	n/a	n/a	n/a	\$2.71	MIS-KEY-A085	FOB DEST	n/a
MIS-KEY-A086	KEY, CLOVER CASH DRAWER KEY A086	n/a	n/a	n/a	\$2.71	MIS-KEY-A086	FOB DEST	n/a
MIS-KEY-A087	KEY, CLOVER CASH DRAWER KEY A087	n/a	n/a	n/a	\$2.71	MIS-KEY-A087	FOB DEST	n/a
MIS-KEY-A088	KEY, CLOVER CASH DRAWER KEY A088	n/a	n/a	n/a	\$2.71	MIS-KEY-A088	FOB DEST	n/a
MIS-KEY-A089	KEY, CLOVER CASH DRAWER KEY A089	n/a	n/a	n/a	\$2.71	MIS-KEY-A089	FOB DEST	n/a
MIS-KEY-A090	KEY, CLOVER CASH DRAWER KEY A090	n/a	n/a	n/a	\$2.71	MIS-KEY-A090	FOB DEST	n/a
MIS-KEY-A091	KEY, CLOVER CASH DRAWER KEY A091	n/a	n/a	n/a	\$2.71	MIS-KEY-A091	FOB DEST	n/a
MIS-KEY-A092	KEY, CLOVER CASH DRAWER KEY A092	n/a	n/a	n/a	\$2.71	MIS-KEY-A092	FOB DEST	n/a
MIS-KEY-A093	KEY, CLOVER CASH DRAWER KEY A093	n/a	n/a	n/a	\$2.71	MIS-KEY-A093	FOB DEST	n/a
MIS-KEY-A094	KEY, CLOVER CASH DRAWER KEY A094	n/a	n/a	n/a	\$2.71	MIS-KEY-A094	FOB DEST	n/a
MIS-KEY-A095	KEY, CLOVER CASH DRAWER KEY A095	n/a	n/a	n/a	\$2.71	MIS-KEY-A095	FOB DEST	n/a
MIS-KEY-A096	KEY, CLOVER CASH DRAWER KEY A096	n/a	n/a	n/a	\$2.71	MIS-KEY-A096	FOB DEST	n/a
MIS-KEY-A097	KEY, CLOVER CASH DRAWER KEY A097	n/a	n/a	n/a	\$2.71	MIS-KEY-A097	FOB DEST	n/a
MIS-KEY-A098	KEY, CLOVER CASH DRAWER KEY A098	n/a	n/a	n/a	\$2.71	MIS-KEY-A098	FOB DEST	n/a
MIS-KEY-A099	KEY, CLOVER CASH DRAWER KEY A099	n/a	n/a	n/a	\$2.71	MIS-KEY-A099	FOB DEST	n/a
MIS-KEY-A100	KEY, CLOVER CASH DRAWER KEY A100	n/a	n/a	n/a	\$2.71	MIS-KEY-A100	FOB DEST	n/a
MIS-KEY-A101	KEY, CLOVER CASH DRAWER KEY A101	n/a	n/a	n/a	\$2.71	MIS-KEY-A101	FOB DEST	n/a
MIS-KEY-A102	KEY, CLOVER CASH DRAWER KEY A102	n/a	n/a	n/a	\$2.71	MIS-KEY-A102	FOB DEST	n/a
MIS-KEY-A103	KEY, CLOVER CASH DRAWER KEY A103	n/a	n/a	n/a	\$2.71	MIS-KEY-A103	FOB DEST	n/a
MIS-KEY-A104	KEY, CLOVER CASH DRAWER KEY A104	n/a	n/a	n/a	\$2.71	MIS-KEY-A104	FOB DEST	n/a
MIS-KEY-A105	KEY, CLOVER CASH DRAWER KEY A105	n/a	n/a	n/a	\$2.71	MIS-KEY-A105	FOB DEST	n/a
MIS-KEY-A106	KEY, CLOVER CASH DRAWER KEY A106	n/a	n/a	n/a	\$2.71	MIS-KEY-A106	FOB DEST	n/a
MIS-KEY-A107	KEY, CLOVER CASH DRAWER KEY A107	n/a	n/a	n/a	\$2.71	MIS-KEY-A107	FOB DEST	n/a
MIS-KEY-A108	KEY, CLOVER CASH DRAWER KEY A108	n/a	n/a	n/a	\$2.71	MIS-KEY-A108	FOB DEST	n/a
MIS-KEY-A109	KEY, CLOVER CASH DRAWER KEY A109	n/a	n/a	n/a	\$2.71	MIS-KEY-A109	FOB DEST	n/a
MIS-KEY-A110	KEY, CLOVER CASH DRAWER KEY A110	n/a	n/a	n/a	\$2.71	MIS-KEY-A110	FOB DEST	n/a
MIS-KEY-A111	KEY, CLOVER CASH DRAWER KEY A111	n/a	n/a	n/a	\$2.71	MIS-KEY-A111	FOB DEST	n/a
MIS-KEY-A112	KEY, CLOVER CASH DRAWER KEY A112	n/a	n/a	n/a	\$2.71	MIS-KEY-A112	FOB DEST	n/a
MIS-KEY-A113	KEY, CLOVER CASH DRAWER KEY A113	n/a	n/a	n/a	\$2.71	MIS-KEY-A113	FOB DEST	n/a
MIS-KEY-A114	KEY, CLOVER CASH DRAWER KEY A114	n/a	n/a	n/a	\$2.71	MIS-KEY-A114	FOB DEST	n/a
MIS-KEY-A115	KEY, CLOVER CASH DRAWER KEY A115	n/a	n/a	n/a	\$2.71	MIS-KEY-A115	FOB DEST	n/a
MIS-KEY-A116	KEY, CLOVER CASH DRAWER KEY A116	n/a	n/a	n/a	\$2.71	MIS-KEY-A116	FOB DEST	n/a
MIS-KEY-A117	KEY, CLOVER CASH DRAWER KEY A117	n/a	n/a	n/a	\$2.71	MIS-KEY-A117	FOB DEST	n/a
MIS-KEY-A118	KEY, CLOVER CASH DRAWER KEY A118	n/a	n/a	n/a	\$2.71	MIS-KEY-A118	FOB DEST	n/a
MIS-KEY-A119	KEY, CLOVER CASH DRAWER KEY A119	n/a	n/a	n/a	\$2.71	MIS-KEY-A119	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A120	KEY, CLOVER CASH DRAWER KEY A120	n/a	n/a	n/a	\$2.71	MIS-KEY-A120	FOB DEST	n/a
MIS-KEY-A121	KEY, CLOVER CASH DRAWER KEY A121	n/a	n/a	n/a	\$2.71	MIS-KEY-A121	FOB DEST	n/a
MIS-KEY-A122	KEY, CLOVER CASH DRAWER KEY A122	n/a	n/a	n/a	\$2.71	MIS-KEY-A122	FOB DEST	n/a
MIS-KEY-A123	KEY, CLOVER CASH DRAWER KEY A123	n/a	n/a	n/a	\$2.71	MIS-KEY-A123	FOB DEST	n/a
MIS-KEY-A124	KEY, CLOVER CASH DRAWER KEY A124	n/a	n/a	n/a	\$2.71	MIS-KEY-A124	FOB DEST	n/a
MIS-KEY-A125	KEY, CLOVER CASH DRAWER KEY A125	n/a	n/a	n/a	\$2.71	MIS-KEY-A125	FOB DEST	n/a
MIS-KEY-A126	KEY, CLOVER CASH DRAWER KEY A126	n/a	n/a	n/a	\$2.71	MIS-KEY-A126	FOB DEST	n/a
MIS-KEY-A127	KEY, CLOVER CASH DRAWER KEY A127	n/a	n/a	n/a	\$2.71	MIS-KEY-A127	FOB DEST	n/a
MIS-KEY-A128	KEY, CLOVER CASH DRAWER KEY A128	n/a	n/a	n/a	\$2.71	MIS-KEY-A128	FOB DEST	n/a
MIS-KEY-A129	KEY, CLOVER CASH DRAWER KEY A129	n/a	n/a	n/a	\$2.71	MIS-KEY-A129	FOB DEST	n/a
MIS-KEY-A130	KEY, CLOVER CASH DRAWER KEY A130	n/a	n/a	n/a	\$2.71	MIS-KEY-A130	FOB DEST	n/a
MIS-KEY-A131	KEY, CLOVER CASH DRAWER KEY A131	n/a	n/a	n/a	\$2.71	MIS-KEY-A131	FOB DEST	n/a
MIS-KEY-A132	KEY, CLOVER CASH DRAWER KEY A132	n/a	n/a	n/a	\$2.71	MIS-KEY-A132	FOB DEST	n/a
MIS-KEY-A133	KEY, CLOVER CASH DRAWER KEY A133	n/a	n/a	n/a	\$2.71	MIS-KEY-A133	FOB DEST	n/a
MIS-KEY-A134	KEY, CLOVER CASH DRAWER KEY A134	n/a	n/a	n/a	\$2.71	MIS-KEY-A134	FOB DEST	n/a
MIS-KEY-A135	KEY, CLOVER CASH DRAWER KEY A135	n/a	n/a	n/a	\$2.71	MIS-KEY-A135	FOB DEST	n/a
MIS-KEY-A136	KEY, CLOVER CASH DRAWER KEY A136	n/a	n/a	n/a	\$2.71	MIS-KEY-A136	FOB DEST	n/a
MIS-KEY-A137	KEY, CLOVER CASH DRAWER KEY A137	n/a	n/a	n/a	\$2.71	MIS-KEY-A137	FOB DEST	n/a
MIS-KEY-A138	KEY, CLOVER CASH DRAWER KEY A138	n/a	n/a	n/a	\$2.71	MIS-KEY-A138	FOB DEST	n/a
MIS-KEY-A139	KEY, CLOVER CASH DRAWER KEY A139	n/a	n/a	n/a	\$2.71	MIS-KEY-A139	FOB DEST	n/a
MIS-KEY-A140	KEY, CLOVER CASH DRAWER KEY A140	n/a	n/a	n/a	\$2.71	MIS-KEY-A140	FOB DEST	n/a
MIS-KEY-A141	KEY, CLOVER CASH DRAWER KEY A141	n/a	n/a	n/a	\$2.71	MIS-KEY-A141	FOB DEST	n/a
MIS-KEY-A142	KEY, CLOVER CASH DRAWER KEY A142	n/a	n/a	n/a	\$2.71	MIS-KEY-A142	FOB DEST	n/a
MIS-KEY-A143	KEY, CLOVER CASH DRAWER KEY A143	n/a	n/a	n/a	\$2.71	MIS-KEY-A143	FOB DEST	n/a
MIS-KEY-A144	KEY, CLOVER CASH DRAWER KEY A144	n/a	n/a	n/a	\$2.71	MIS-KEY-A144	FOB DEST	n/a
MIS-KEY-A145	KEY, CLOVER CASH DRAWER KEY A145	n/a	n/a	n/a	\$2.71	MIS-KEY-A145	FOB DEST	n/a
MIS-KEY-A146	KEY, CLOVER CASH DRAWER KEY A146	n/a	n/a	n/a	\$2.71	MIS-KEY-A146	FOB DEST	n/a
MIS-KEY-A147	KEY, CLOVER CASH DRAWER KEY A147	n/a	n/a	n/a	\$2.71	MIS-KEY-A147	FOB DEST	n/a
MIS-KEY-A148	KEY, CLOVER CASH DRAWER KEY A148	n/a	n/a	n/a	\$2.71	MIS-KEY-A148	FOB DEST	n/a
MIS-KEY-A149	KEY, CLOVER CASH DRAWER KEY A149	n/a	n/a	n/a	\$2.71	MIS-KEY-A149	FOB DEST	n/a
MIS-KEY-A150	KEY, CLOVER CASH DRAWER KEY A150	n/a	n/a	n/a	\$2.71	MIS-KEY-A150	FOB DEST	n/a
MIS-KEY-A151	KEY, CLOVER CASH DRAWER KEY A151	n/a	n/a	n/a	\$2.71	MIS-KEY-A151	FOB DEST	n/a
MIS-KEY-A152	KEY, CLOVER CASH DRAWER KEY A152	n/a	n/a	n/a	\$2.71	MIS-KEY-A152	FOB DEST	n/a
MIS-KEY-A153	KEY, CLOVER CASH DRAWER KEY A153	n/a	n/a	n/a	\$2.71	MIS-KEY-A153	FOB DEST	n/a
MIS-KEY-A154	KEY, CLOVER CASH DRAWER KEY A154	n/a	n/a	n/a	\$2.71	MIS-KEY-A154	FOB DEST	n/a
MIS-KEY-A155	KEY, CLOVER CASH DRAWER KEY A155	n/a	n/a	n/a	\$2.71	MIS-KEY-A155	FOB DEST	n/a
MIS-KEY-A156	KEY, CLOVER CASH DRAWER KEY A156	n/a	n/a	n/a	\$2.71	MIS-KEY-A156	FOB DEST	n/a
MIS-KEY-A157	KEY, CLOVER CASH DRAWER KEY A157	n/a	n/a	n/a	\$2.71	MIS-KEY-A157	FOB DEST	n/a
MIS-KEY-A158	KEY, CLOVER CASH DRAWER KEY A158	n/a	n/a	n/a	\$2.71	MIS-KEY-A158	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A159	KEY, CLOVER CASH DRAWER KEY A159	n/a	n/a	n/a	\$2.71	MIS-KEY-A159	FOB DEST	n/a
MIS-KEY-A160	KEY, CLOVER CASH DRAWER KEY A160	n/a	n/a	n/a	\$2.71	MIS-KEY-A160	FOB DEST	n/a
MIS-KEY-A161	KEY, CLOVER CASH DRAWER KEY A161	n/a	n/a	n/a	\$2.71	MIS-KEY-A161	FOB DEST	n/a
MIS-KEY-A162	KEY, CLOVER CASH DRAWER KEY A162	n/a	n/a	n/a	\$2.71	MIS-KEY-A162	FOB DEST	n/a
MIS-KEY-A163	KEY, CLOVER CASH DRAWER KEY A163	n/a	n/a	n/a	\$2.71	MIS-KEY-A163	FOB DEST	n/a
MIS-KEY-A164	KEY, CLOVER CASH DRAWER KEY A164	n/a	n/a	n/a	\$2.71	MIS-KEY-A164	FOB DEST	n/a
MIS-KEY-A165	KEY, CLOVER CASH DRAWER KEY A165	n/a	n/a	n/a	\$2.71	MIS-KEY-A165	FOB DEST	n/a
MIS-KEY-A166	KEY, CLOVER CASH DRAWER KEY A166	n/a	n/a	n/a	\$2.71	MIS-KEY-A166	FOB DEST	n/a
MIS-KEY-A167	KEY, CLOVER CASH DRAWER KEY A167	n/a	n/a	n/a	\$2.71	MIS-KEY-A167	FOB DEST	n/a
MIS-KEY-A168	KEY, CLOVER CASH DRAWER KEY A168	n/a	n/a	n/a	\$2.71	MIS-KEY-A168	FOB DEST	n/a
MIS-KEY-A169	KEY, CLOVER CASH DRAWER KEY A169	n/a	n/a	n/a	\$2.71	MIS-KEY-A169	FOB DEST	n/a
MIS-KEY-A170	KEY, CLOVER CASH DRAWER KEY A170	n/a	n/a	n/a	\$2.71	MIS-KEY-A170	FOB DEST	n/a
MIS-KEY-A171	KEY, CLOVER CASH DRAWER KEY A171	n/a	n/a	n/a	\$2.71	MIS-KEY-A171	FOB DEST	n/a
MIS-KEY-A172	KEY, CLOVER CASH DRAWER KEY A172	n/a	n/a	n/a	\$2.71	MIS-KEY-A172	FOB DEST	n/a
MIS-KEY-A173	KEY, CLOVER CASH DRAWER KEY A173	n/a	n/a	n/a	\$2.71	MIS-KEY-A173	FOB DEST	n/a
MIS-KEY-A174	KEY, CLOVER CASH DRAWER KEY A174	n/a	n/a	n/a	\$2.71	MIS-KEY-A174	FOB DEST	n/a
MIS-KEY-A175	KEY, CLOVER CASH DRAWER KEY A175	n/a	n/a	n/a	\$2.71	MIS-KEY-A175	FOB DEST	n/a
MIS-KEY-A176	KEY, CLOVER CASH DRAWER KEY A176	n/a	n/a	n/a	\$2.71	MIS-KEY-A176	FOB DEST	n/a
MIS-KEY-A177	KEY, CLOVER CASH DRAWER KEY A177	n/a	n/a	n/a	\$2.71	MIS-KEY-A177	FOB DEST	n/a
MIS-KEY-A178	KEY, CLOVER CASH DRAWER KEY A178	n/a	n/a	n/a	\$2.71	MIS-KEY-A178	FOB DEST	n/a
MIS-KEY-A179	KEY, CLOVER CASH DRAWER KEY A179	n/a	n/a	n/a	\$2.71	MIS-KEY-A179	FOB DEST	n/a
MIS-KEY-A180	KEY, CLOVER CASH DRAWER KEY A180	n/a	n/a	n/a	\$2.71	MIS-KEY-A180	FOB DEST	n/a
MIS-KEY-A181	KEY, CLOVER CASH DRAWER KEY A181	n/a	n/a	n/a	\$2.71	MIS-KEY-A181	FOB DEST	n/a
MIS-KEY-A182	KEY, CLOVER CASH DRAWER KEY A182	n/a	n/a	n/a	\$2.71	MIS-KEY-A182	FOB DEST	n/a
MIS-KEY-A183	KEY, CLOVER CASH DRAWER KEY A183	n/a	n/a	n/a	\$2.71	MIS-KEY-A183	FOB DEST	n/a
MIS-KEY-A184	KEY, CLOVER CASH DRAWER KEY A184	n/a	n/a	n/a	\$2.71	MIS-KEY-A184	FOB DEST	n/a
MIS-KEY-A185	KEY, CLOVER CASH DRAWER KEY A185	n/a	n/a	n/a	\$2.71	MIS-KEY-A185	FOB DEST	n/a
MIS-KEY-A186	KEY, CLOVER CASH DRAWER KEY A186	n/a	n/a	n/a	\$2.71	MIS-KEY-A186	FOB DEST	n/a
MIS-KEY-A187	KEY, CLOVER CASH DRAWER KEY A187	n/a	n/a	n/a	\$2.71	MIS-KEY-A187	FOB DEST	n/a
MIS-KEY-A188	KEY, CLOVER CASH DRAWER KEY A188	n/a	n/a	n/a	\$2.71	MIS-KEY-A188	FOB DEST	n/a
MIS-KEY-A189	KEY, CLOVER CASH DRAWER KEY A189	n/a	n/a	n/a	\$2.71	MIS-KEY-A189	FOB DEST	n/a
MIS-KEY-A190	KEY, CLOVER CASH DRAWER KEY A190	n/a	n/a	n/a	\$2.71	MIS-KEY-A190	FOB DEST	n/a
MIS-KEY-A191	KEY, CLOVER CASH DRAWER KEY A191	n/a	n/a	n/a	\$2.71	MIS-KEY-A191	FOB DEST	n/a
MIS-KEY-A192	KEY, CLOVER CASH DRAWER KEY A192	n/a	n/a	n/a	\$2.71	MIS-KEY-A192	FOB DEST	n/a
MIS-KEY-A193	KEY, CLOVER CASH DRAWER KEY A193	n/a	n/a	n/a	\$2.71	MIS-KEY-A193	FOB DEST	n/a
MIS-KEY-A194	KEY, CLOVER CASH DRAWER KEY A194	n/a	n/a	n/a	\$2.71	MIS-KEY-A194	FOB DEST	n/a
MIS-KEY-A195	KEY, CLOVER CASH DRAWER KEY A195	n/a	n/a	n/a	\$2.71	MIS-KEY-A195	FOB DEST	n/a
MIS-KEY-A196	KEY, CLOVER CASH DRAWER KEY A196	n/a	n/a	n/a	\$2.71	MIS-KEY-A196	FOB DEST	n/a
MIS-KEY-A197	KEY, CLOVER CASH DRAWER KEY A197	n/a	n/a	n/a	\$2.71	MIS-KEY-A197	FOB DEST	n/a

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase	Part Number	Shipping Terms	Addendum Required
MIS-KEY-A198	KEY, CLOVER CASH DRAWER KEY A198	n/a	n/a	n/a	\$2.71	MIS-KEY-A198	FOB DEST	n/a
MIS-KEY-A199	KEY, CLOVER CASH DRAWER KEY A199	n/a	n/a	n/a	\$2.71	MIS-KEY-A199	FOB DEST	n/a
MIS-KEY-A200	KEY, CLOVER CASH DRAWER KEY A200	n/a	n/a	n/a	\$2.71	MIS-KEY-A200	FOB DEST	n/a

ADVANCE REPLACEMENT WARRANTY (ARP)

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.

Manufacturer Warranty is 1 year.

Note: ARP is for purchased hardware; warranty language for leased equipment is found in the Equipment Lease Agreement

Part Number	Hardware Brand	Description	ARP Program	1 Year Beyond Mfg Warranty	2 Years Beyond Mfg Warranty	3 Years Beyond Mfg Warranty	4 Years Beyond Mfg Warranty	Comments	Addendum Required Cross Reference
N-TS240-50IJE	Digital Check	DIGITAL CHECK TS240-50, ENERGYSTAR ENHANCED, WITH INK JET 153000-72	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-30-100	Epson	CAPTURE ONE 30-100, CAP1 30-100, A41A266111	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-SINGLE	Epson	EPSON CAP ONE SINGLE SCANR (1 POCKET) C130A41A266511	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-130	First Data	TERMINAL/ PP, FD130 W/MODEM/LAN/WIFI (ROHS) - US 001867064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-130-DUO	First Data	TERMINAL FD130-DUO W/MODEM/LAN/WIFI (ROHS) - US 001869064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-35-HW	First Data	PINPAD 8006L1-1C STRAIGHT USB (ROHS) 001791064	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-FD-410	First Data	PORTABLE TERMINAL W/3G+WIFI T103P FD410_U(ROHS) 001994064	Credit/Debit Wireless	\$34.00	\$65.00	\$89.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum

Part Number	Hardware Brand	Description	ARP Program	1 Year Beyond Mfg Warranty	2 Years Beyond Mfg Warranty	3 Years Beyond Mfg Warranty	4 Years Beyond Mfg Warranty	Comments	Addendum Required Cross Reference
N-MINIM3800	MagTek Inc	MINIMICR 3800 (22522003)	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-MX915-DCCTLSC	VeriFone Inc	VFI MX915 PCI 3.X, SC, TCH, ETH, SIG, CTLS, M132-409-01-R (CABLES AND POWER PACKS SOLD SEPARATELY)	Multi Lane	n/a	n/a	\$99.00	\$109.00	ARP minimum term is 3 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-MX925-509-01R	VeriFone Inc	MX925, M132-509-01-R, PCI 3.X, SC, TCH, ETH, SIG INTERNAL CTLS	Multi Lane	n/a	n/a	\$99.00	\$109.00	ARP minimum term is 3 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-VX520-CTL	VeriFone Inc	VX520 CTLS, D/C, EMV/SC PCI 3.0 M252-653-A3-NAA-3	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-VX520-DCSC3	VeriFone Inc	VX520 DIAL/ETH 128/32 MB STD KPD SCR 49MM M252-753-03-NAA-3	Credit/Debit	\$29.00	\$55.00	\$79.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
LTR-GEN-SWAP	First Data	SWAP Fee for ARP program. When Total number of Product replacements for all Client installations utilizing the ARP Program exceeds 10% of the total number of units installed in all Client locations on an annual basis.	n/a	waived	waived	waived	waived		TASQ Advanced Replacement Plan (ARP) Addendum

**Commonwealth's Negotiation Items
6100033736 – Electronic Payment Processing**

First Data Merchant Services makes the following clarifications to its Technical Submittal of December 11, 2015, submitted in response to RFP 6100033736 for Electronic Payment Processing:

Section IV – Statement of Work

1. First Data has submitted the following required documents, which are confidential, proprietary information as outlined in Appendix B:
 - a. Its three most recent PCI Data Security Standards (PCI DS) Attestation of Compliance reports as required by IV-3(B)(2)(b);
 - b. First Data's latest SSAE 16 SOC 2 certification as required by IV-3(B)(2)(b);
 - c. A description of FDMS's back-up plan as required by Section IV-4(F)(8); and
 - d. First Data's proposed Disaster Recovery plan as required by Section IV-4(F)(9).

2. First Data agrees to the following Information Technology Policies (ITPs), issued by the Office of Administration, Office for Information Technology (OA-OIT):
 - a. ITP ACC001 – Accessibility Policy;
 - b. ITP APP031 – File Transfer Protocol (FTP) Policy;
 - c. ITP INFRM001 – The Life Cycle of Records: General Policy Statement;
 - d. ITP INT B 1 – Electronic Commerce Formats and Standards;
 - e. ITS INT B 2 – Electronic Commerce Interface Guidelines;
 - f. ITP NET001 – Wireless LAN Technology;
 - g. ITP NET016 – Wireless Cellular Data Technology;
 - h. ITP PRV001 – Commonwealth of Pennsylvania Electronic Information Privacy Policy;
 - i. ITP SEC005 – Commonwealth Application Certification and Accreditation;
 - j. ITP SEC017 – CoPA Policy for Credit Card Use for eGovernment;
 - k. ITP SEC019 – Policy and Procedures for Protecting Commonwealth Electronic Data;
 - l. ITP SEC024 – IT Security Incident Reporting Policy;
 - m. ITP SEC025 – Proper Use and Disclosure of Personally Identifiable Information (PII);
 - n. ITP SEC031 – Encryption Standards for Data in Transit; and
 - o. ITP SYM010 – Enterprise Services Maintenance Scheduling.

3. As required by Section IV-4(F)(1), First Data confirms its understanding of its responsibility to adequately build and maintain its systems to accommodate the Commonwealth's peak demands on those systems. First Data and clients do not perform stress testing on First Data live production systems. The test environments across First Data's systems are mirrors of the production environments from a functional and version standpoint. They are not mirrors from a physical capacity standpoint.

The Payeezy gateway is fully redundant within two data centers from a server, network, and data base perspective. Both have active connectivity to what is called Compass which the folks that know us would call the "platform". Within the two fully redundant centers fail over is transparent to the browser client and they do not need to do any additional coding. First Data uses this fail over regularly to perform system maintenance at each site so even the fail over is regularly tested.

**Commonwealth’s Negotiation Items
6100033736 – Electronic Payment Processing**

First Data’s IT Management team reviews transaction volumes and capacity on a monthly basis and assess actuals against its forecasts and responds accordingly with increased infrastructure if need be. All of this is in preparation for peak card processing volume days during the holiday buying season which greatly exceeds the transactions per second of any single client.

4. As required by Section IV-4(J)(2), First Data will notify Commonwealth agencies within 30 minutes of an outage via an alert.

Non Commonwealth Hosting Agreement

5. As required by Section (B)(3) of the Non Commonwealth Hosting Requirements, First Data performs scheduled non-urgent maintenance per the schedule supplied to the Commonwealth in the table below.

Description	Frequency / Days of Week	Time / Duration
North Nashville		
Switch FE	Tuesday – Thursday	2:00am - 7:00am ET
Authorizations	Monday - Friday	8:30am & 2:30pm ET
Mainframe	Sunday	4:00am - 7:00am ET
Compass		
Online	Tuesday	5:00am – 9:00 am ET
Batch	Monday	2:00pm – 5:00pm ET
Global Gateway		
GGe4- Service Impacting	Wednesday	3:00 a.m. to 6:00 a.m. ET
GGe4- Non impacting	Monday- Thursday	4:00 p.m. to 7:00 p.m. ET
Hosted Recurring Payments	Saturday, Sunday	1:00 am - 3:00 am ET
BusinessTrack	Saturday, Sunday	2:00am – 7:00 am ET
ClientLine	Tuesday, Wednesday	11:00pm – 3:00am ET
Data File Manager	Sundays (Mainframe IPLs) Tuesdays	5:00 - 7:00 am ET 11:00pm - 3:00am ET
MessageWay (Secure FTP mailbox)	2nd and 4th Saturday - Sunday	21:00 - 01: 00 CST

PROCESSOR INFORMATION: Name: _____
 Address: _____
 URL: _____ Customer Service #: _____

Please read this entire Agreement. It describes the terms on which we will provide merchant processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other pass through fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for those rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the Merchant Processing Agreement (MPA) Terms & Conditions).
2. **Reserved**
3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur. When they occur we will debit your Settlement Account.** See Section 8 of the MPA Terms & Conditions.
4. **If you wish to dispute any charge or funding,** you must notify us within 60 days of the date of the statement on which the charge or funding appears.
5. **This Agreement limits our liability to you.** See Section 10 of the MPA Terms & Conditions for further details.
6. We have assumed certain risks by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, consistent with the MPA Terms & Conditions.
7. By executing this Agreement with us you authorize us and our Affiliates to obtain and share financial and credit information regarding your business until all your obligations to us and our Affiliates are satisfied.
8. Early Termination Fee: Reserved.
9. Arbitration: Reserved.

Your Responsibilities:

- a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.
- b) You may view and download the Your Payments Acceptance Guide at <https://www.businesstrack.com>
- c) You may view and download the Interchange Qualification Matrix and American Express Program Pricing Guide at <https://www.businesstrack.com>
- d) You may download the Visa and MasterCard rules at: <https://usa.visa.com/support/merchant.html> <http://www.mastercard.com/us/merchant/support/rules.html>
- e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.
- f) Please retain a signed copy of your Agreement.

Information about Bank:

- a) Your Bank, who is a Visa and MasterCard Member Bank, is Santander Bank (Bank), Mail Stop: MA 1SST03-10, 75 State Street, Boston, MA. 02109. 1-877-768-1145.
- b) Bank is the entity approved to extend acceptance of Visa and MasterCard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.
- c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to MasterCard Cards.
- d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.
- e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Print Merchant's Business Legal Name: Commonwealth of Pennsylvania

By signing below, you:

- (i) confirm that you have received and read the **MPA Terms & Conditions [version San1902, consisting of 12 pages including this Confirmation Page], [Interchange Rate Schedule]; and**
- (ii) agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business.

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

Signature (*Please sign below*) :

X _____

Title

Date

Please Print Name of Signer

PART II: MERCHANT PROCESSING AGREEMENT (MPA) TERMS & CONDITIONS

I. Your Payments Acceptance Guide

1.1 **The Merchant Processing Agreement (MPA) Terms & Conditions (MPA Terms & Conditions)**, together with the Interchange Rate Schedule, the Your Payments Acceptance Guide, your RFP 6100033736 (RFP), and FDMS' Proposal constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).

1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at www.businesstrack.com.

1.3 If any inconsistencies, conflicts, or discrepancies should arise between these MPA Terms & Conditions, and the RFP (including the Part V, Contract Terms and Conditions) the order of precedence shall be: the Final Negotiated Terms and Conditions, Parts I-IV of the RFP, the MPA Terms & Conditions, and the Your Payments Acceptance Guide.

1.4 You may not alter this Agreement.

2. Services and Non-Bank Services

2.1 The Proposal identifies the Services you will receive. Certain Services referred to in this Agreement may not be available to you.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we" "our" and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 21, 25, 33 and 37. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services. Any

third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

3. Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means with the exception of COSTARS or other cooperative purchasing activities outlined in Sections I-31 and I-32 of the RFP; (c) without our advanced written consent, use, ship or access Services (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper

working of any Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password and other sign on

credentials/access controls for the Services or any Software provided or approved by us to authenticate access to, and use of, the Services and any Software.

4. Settlement

4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for all amounts owed to us including amounts settled to you in error except for processing fees and equipment fees/rental owed to us for Services delivered which will be billed monthly.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, MasterCard, American Express and Discover Network (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs you agree we may without notice suspend credits or other payments of any amounts due or which become due to you.

4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, security interest and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, security interest and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

5. Exclusivity

5.1 Reserved.

6. Fees; Adjustments; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out in the Final Negotiated Cost Agreement ("Fee Schedule") or elsewhere in this Agreement.

6.2 Reserved.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) your method of doing business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Reserved.

6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

- 6.9 Reserved.
- 6.10 Reserved.
- 6.11 Reserved.
- 6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected. If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.
- 6.13 Reserved,

7. Electronic Funding Authorization

- 7.1 All payments to you shall be made through the automated clearing house system (ACH) and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.
- 7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.
- 7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Final Negotiated Cost Submittal; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

8. Chargebacks, fines and penalties

- 8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.
- 8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.
- 8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

9. Your Representations and Warranties

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

- a) is genuine and arises from a genuine sale or service that you directly sold or provided. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);
- b) represents the correct amount of the goods or services purchased by the Cardholder from your business;
- c) is not subject to any dispute, set-off or counterclaim;
- d) to your knowledge is not the result of fraud and has been authorized by the Cardholder;
- e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located;
- f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and
- g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

- a) you are validly existing, in good standing and free to enter into this Agreement;
- b) you have not changed the nature of your business or practices in a way not previously disclosed to us;
- c) each statement made in information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;
- d) you have not filed a bankruptcy petition not previously disclosed to us;
- e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;
- f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and
- g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

10. Limitations on Liability; Exclusion of Consequential Damages

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY AGREED IN THE CONTRACT, USE OF THE SERVICES, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES, EQUIPMENT AND ANY SOFTWARE IS PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 Reserved.

10.3 Reserved.

11. Communicating with Customers through the Services

- 11.1 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your customers through the Services.
- 11.2 If you are able to discern any information about a particular entity or individual from the information available through Insights or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing, insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.
- 11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.
- 11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.
- 11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.
- 11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.
- 11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.
- 11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards.

12. Confidentiality

- 12.1 **Reserved.**
- 12.2 You may submit comments or ideas about our Services, including about how to improve our Services. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

13. Use of Data

- 13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting and using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, and third parties with analytic products and services.
- 13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

- 13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by you in connection with the Services.

14. Intellectual Property Rights

- 14.1 If we provide you with copies of or access to any Software or documentation, unless otherwise expressly stated in writing, that Software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Service and solely for you to access and use the Software and documentation to receive the relevant Services for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.
- 14.2 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

15. Assignment

- 15.1 Except as expressly permitted in the Contract, any attempt to transfer or assign this Agreement in whole or part, or rent, lease, sell, sublicense or otherwise transfer any licensed rights, without our prior written consent, including by operation of law, transfer of voting control of you or your parent or otherwise, is prohibited and voidable by us and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.
- 15.2 If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to: (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee; (b) terminate this Agreement immediately; or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.
- 15.3 Subject to Card Organization Rules, another Visa and MasterCard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and MasterCard transactions. Upon such substitution, such other Visa and MasterCard member shall be responsible for all obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

16. Term; Events of Default

16.1 to 16.3 Reserved

16.4 We may suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

- a) a material adverse change in your business, financial condition, or business prospects;
- b) irregular Card sales by you, excessive Chargebacks (in excess of 1.0% of dollar or transaction volume as measured over a 30 day period), noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;
- c) irregular Card sales by you, excessive Chargebacks (in excess of 1.0% of dollar or transaction volume as measured over a 30 day period), noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;
- d) you breach any of your representations, warranties or covenants in this Agreement, including the establishment or maintenance of funds in a Reserve Account;
- e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or
- f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Reserved.

16.8 Reserved.

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 18, 20, and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to this Agreement, and all other amounts then due or which may become due under this Agreement. On termination due to your Default, all amounts owing to us shall be immediately due and payable.

16.10 If you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting record supporting any adjustments that you may claim.

16.11 The Card Organizations maintain merchant lists such as the Member Alert To Control High-risk (Merchants) (MATCH) who have had their merchant agreements or card acceptance rights terminated for cause. If this Agreement is terminated for cause, you (a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

17. Early Termination Fees

17.1 Reserved,

18. Reserve; Security Interest

18.1 Upon (a) the occurrence of a Default or (b) the provision of notice of termination of this Agreement by any party hereto, You agree that in addition to any other rights we have under this Agreement, we may

establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

18.2 The amount of the Reserve shall be set by us in our sole discretion based upon your processing history and the potential risk of loss to us, as we may determine.

18.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

18.4 The Reserve may be funded by all or any combination of: (a) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

18.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

18.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

18.7 Notwithstanding Section 18.6 you agree that we have a security interest in all funds or other assets that we hold in Reserve and to provide us with any documentation we may request to perfect our security interest in the Reserve.

18.8 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

19. Account Information

19.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the Services, including any menus loaded onto a Device; (b) verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

19.2 Upon request you will provide us annual audited financial statements within 180 days of the end of each fiscal year. Alternatively, you may elect to make your financial statements readily available to the public within the timeframe previously outlined, in which case such financial statement will not have to be provided directly to us. You agree to provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

19.3 You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to us for any other reason.

19.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate.

19.5 You authorize us to share information provided by you with other relevant organizations, including those involved in the provision of the Services.

20. Audit Rights

20.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and; (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

20.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any questionnaire or compliance report with the Card Organizations.

21. Software Updates and Maintenance

21.1 We may perform maintenance on Software or Services which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs, except as identified in the Service Level Agreement. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors.

21.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If we notify you of any such update, you shall integrate and install such update into your systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

21.3 You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You are responsible and we are not responsible for any damages and losses of any nature for all adverse results arising from your impeding the update process.

21.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

21.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

22. Accessing Services via wireless services, the Internet or third parties

22.1 You may access certain of our Services through a Device using a wired (ethernet) or wireless (wifi or cellular) connection to the internet. You are solely responsible for the payment of any fees that may be imposed by your internet/data provider. Your use of any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

22.2 You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of any of the Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

22.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

23. Service Integration

23.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (Integration). You shall be responsible for all technical support for your systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

23.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

23.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

24. Security

24.1 You are responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you

24.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent, if you do so it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

24.3 You are responsible for all electronic communications sent to us or to any third party.

When we receive communications from you we will assume you sent it to us.

24.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

25. Supply of Equipment

25.1 We will sell to you, and you will buy from us Equipment identified in the Final Negotiated Cost Submittal

Documents as being sold to you (individually and collectively, the Purchased Equipment). We will rent to you and you agree to accept and rent from us Equipment identified in Final Negotiated Cost Submittal as being rented to you (individually and collectively, the Rental Equipment).

25.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

25.3 Warranties, if any, for the Equipment or any related Software will be as set forth in the Proposal and originate from the applicable third party provider or manufacturer (Vendor) not us.

25.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU

PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER

PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PRO-

CESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

25.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

25.6 We will deliver the Equipment to the site you designate. You are deemed to have

accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; or (b) delivery to you if your site is not prepared and ready for installation. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

25.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

25.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer.

You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

25.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

25.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

25.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft

and all other hazards (comprehensive coverage). The loss, destruction, theft of

or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

25.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return

any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

25.13 Rented Equipment may not be subleased at any time and you must keep all

Equipment free of any claims, liens and legal processes initiated by creditors.

25.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear.

25.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall

remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

25.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

25.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all

Rental

Equipment and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

25.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).

25.19 You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority, if any, for the lawful operation of any Wireless Equipment used by you. You shall promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

26. Compliance with Laws

26.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.

26.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

26.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND (c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

27. Responsibility

27.1 **Consistent with the Contract Terms and Conditions and the RFP**, you are responsible (and we are not) for all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any Card Organization fines, fees, or assessments we are obligated to pay as a result of your actions; (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

27.2 Subject to the limitations of liability set forth in Paragraph V-33 of the Contract Terms and Conditions, we agree to indemnify and hold

you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this indemnity obligation shall only apply to Bank in relation to the services provided by it hereunder.

28. Arbitration

28.1 Reserved.

29. Notices

29.1 All notices and other communications required or permitted under this Agreement

(other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

a) if to you, to your email address or postal address;
b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and

c) if to Bank, to the address appearing on the confirmation page.

29.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

29.3 You must give us 30 days prior notice of any change to your address.

29.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, 5251 Westheimer Road, Fourth Floor, Houston, Texas 77056 Attn: Bankruptcy and Collection Notifications.

29.5 All notices must include your name(s) and merchant number(s).

30. Communications

30.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

30.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

31. Whole Agreement; Waiver; Severability

31.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous merchant processing agreements and understandings.

31.2 A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

31.3 The parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

32. Amendment

32.1 We may modify this Agreement (including changing the fees or adding new fees to the extent permitted by the Contract Terms and Conditions and the RFP) by 20 days written notice to you. Subject to Section 32.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

32.2 Notwithstanding Section 32.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

33. Third Party Beneficiaries

33.1 Our Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

33.2 Except as expressly provided in this Agreement, a person who is not a party to this by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

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Agreement shall have no rights or remedies under this Agreement.

34. 6050W of the Internal Revenue Code

34.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099-K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

34.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

35. Export Compliance

35.1 You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

35.2 None of the Software or Equipment or any underlying information may be downloaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

35.3 If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted

36. No Investment Advice

36.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

36.2 We expressly state, and you hereby acknowledge, that any information services are provided solely for informational purposes and are not to be used as a substitute for independent financial investment advice nor are they intended to be relied upon by any person or entity, including you or your customers for the purposes of investment or other financial decisions.

37. TransArmor

37.1 TransArmor Solution Reserved.

38. Interpretation; Definitions

38.1 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this

Agreement. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

38.2 Certain terms used in this Agreement are defined below:

Affiliate: a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

Authorization: approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

Authorization and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders. **Card Organization:** any entity formed to administer and promote Cards, including MasterCard Worldwide (MasterCard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by us.

Credit Card: a card bearing a valid Mark of Visa, MasterCard, Discover Network or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Credit Limit: the credit line set by the Issuer for the Cardholder's Credit Card account.

Data Security Event: any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of) Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

Debit Card: a card bearing a valid Mark of Visa, MasterCard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Final Negotiated Cost Submittal.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship, and arising at any time during, before, or after that relationship.

EMV Upgrade Costs: the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person. **Local Currency:** the currency associated with your place of domicile and approved by us. **Marks:** names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account: shall mean an account set up for a merchant that requires a card processor, bank, merchant i.d., terminal i.d., merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

Merchant Account Number: a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN. **Non-Qualified Fee:** the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time. **Person:** an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder-enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 18 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral. **Security Event**

Expenses: means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

Servicers: Bank and Processor collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: an account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under this Agreement or in connection with this Agreement.

Software: all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment i.e. firmware or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access through Wireless Vendors

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.

(5) ENTITLEMENTS

MC/Visa Discover Network Full Processing Global ePricing (for e-Commerce merchants only)

Voyager Fleet* Annual Voyager Volume: \$ _ *Participation in Voyager Tax Exempt Program: Yes No (if yes, additional request form required)

WEX Full Acquiring Annual WEX Volume: \$ _ WEX (Non-Full Svc) MC Fleet

American Express American Express ESA / Pass Through: _ or Existing SE # _

American Express Cap # _ Franchise Name: _ IATA/ARC Code: _ (for MCC 4722 only)

Check one for ESA/Pass Through: Split Dial Single Settle EDC PIP Reverse PIP

Debit Package 7 7 7 9 6 0 0 2 EBT SNAP / FNS # (XREF): _

DBA Name: Commonwealth of Pennsylvania

Loc. _ of _

San(TCK)1705 (6) DESCRIBE EQUIPMENT DETAILS San(TCK)CorpFee1705

Network: () CARDnet® (X) Nashville () Buypass Other: _ Specify Security Code: ()

Rental • Purchase Customer-Owned *Lease	QTY	IP	Equipment Type (i.e., Terminal/VAR/Internet)	Retail • Restaurant • MOTO /Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax and S&H	For Customer-Owned Equipment Track / Version/ Serial #
						\$	
						\$	
						\$	
						\$	

Shipping and Handling: Standard \$ _ Overnight \$ _ Enable EMV

*Please see Equipment Lease Agreement for the Terms and Conditions governing your Leased equipment.

Installation/ Training: MAG/MIG to Train Sales Rep. to Train (Receive training via phone, 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

No Merchant Training Installer/In-House (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

First/Last Contact Name: _

Contact Phone #: _

Best Time To Call _

(7) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE

Start-Up Fees (One-Time Charge)	
No Taxable Fees:	
Application Fee (Non-Refundable) (32I) \$NA_	
Reprogramming Fee (31A) \$NA_	
Debit Set-Up Fee (31B) \$NA_	
Miscellaneous Fee (31J) \$NA_	
*Equipment Purchase (ACH) \$NA_ Other: () \$ _	
Total Amount \$ _ w/o tax	
<i>*You will be charged the applicable State/City/Local Sales Tax</i>	
Billed Monthly Fees (If Applicable)	
Business Advantage Pkg (40F) \$NA_	
Minimum Processing Fee (954) \$NA_	
ClientLine®/Merchant Insider/EIDS (32R) \$NA_	
Gift Card Monthly Fee (32M) \$NA_	
\$NA_ Website Essentials Monthly Fee (B28) \$NA_ Statement Delivery Electronic (Default) \$NA_	
Paper Fee (Per Outlet) (240) \$NA_	
Other: \$ _	

Internet			
Start-Up Fees			
Internet Set-Up Fee (30R)			
FEE PER TID # OF TIDS			TOTAL
\$NA_ x		=	\$NA_
Billed Monthly Fees			
GGe4 (40A)			
FEE PER TID # OF TIDS			TOTAL
\$NA_ x		=	\$ _
Global Gateway Monthly Fee (31Z)			
FEE PER TID # OF TIDS			TOTAL
\$NA_ x		=	\$ _
Global ePricing			
MC/Visa Service Fee (897, 898) %			
NOTE: Client shall be subject to any foreign currency exposure in connection with Global ePricing transactions.			
Trans/Other Fees			
Internet/FDGG, MC, Visa, American Express, Discover, Check (03R, 04R, 06I, 07I, 435, L19 0FC) \$ _ NA_			
Internet Service Fee (394) \$NA_			
Mobile Pay			
FD Mobile Pay Setup Fee (62S) \$NA_			
FD Mobile Pay Monthly Fee (32Y) \$NA_			

Optional Services (If Applicable)			
Wireless Access Fee (60J)			
FEE PER TID # OF TIDS			TOTAL
\$NA_ x		=	\$NA_
(Per Active Terminal ID on Apriva)			
Platinum Service Program (Free for First 60 Days) (40C) \$NA_			
Other: \$NA_			

WEX Full Acquiring Fees			
WEX Auth Fee (0D4) \$NA_			
WEX Discount Fees (840, 841, 842, 843) NA %			
WEX Chargeback Fee (29H) \$NA_			
WEX Retrieval Fee (29I) \$NA_			

Entitlements	
American Express ESA / Pass Through (10P) \$NA_	AUTHORIZATION

Buypass Fees	
Datewire Micronode Yes No	
Datewire Micronode Monthly Fee (354) \$NA_ ea.	
Authorization Fees	
Voyager (0D0, 0D1, 0DV) \$NA_	Other Payment Fees
WEX (Non-Full Svc) (0B0, 0B1, 0BV) \$NA_	Voyager Sales Disc't Rate (766) NA %
	Credit Disc't Rate (767) NA %
Other Fees*	
Chargeback Fee (205, 725, 20L) \$NA_	
MC Cross Border Fee USD (605) NA %	
Visa Int'l Service Fee (22A) NA %	
American Express Network Fee (286) NA %	
MC/V/Discover Network/American Express® Voice Auth (10B, 10E, 10K, 10Q) \$NA_	
EBT (18E, 18I, 02X, 18H) \$NA_	
AVS (405, 406, 407, 408, 07A, 07B, 07C, 069, 079) \$NA_	
TransArmor Token & Encryption/Token Only (12E, 12G) \$NA_	
ACH Reject Fee (401) NA	
Batch Settlement Fee (227) \$NA_	
MC/V/Discover Access Fee (505, 504, 526) \$NA_	
MC License Volume Fee (818) NA %	
Other: \$NA_	
*Please note that you may be charged, if applicable, additional Card Organization pass through fees and costs for your transactions as described in the Interchange Qualification Matrix.	

Other American Express ESA/Pass Through Fees*	
**American Express Prepaid Discount Rate % Flat Per Trans. Fee \$NA_	
American Express Discount Rate % Flat Per Trans. Fee \$NA_ American Express Monthly Fee: \$NA_ (Flat Fee)	

*Billed separately by American Express.
 **Retail, Restaurant and Travel Agencies/ Tour Operators merchants will be charged an additional 0.30% for non-swiped American Express transactions. An Inbound fee of 0.40% will be applied on any charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).
 ***American Express Monthly Flat Fee or Discount Rate may apply.
 • Monthly Flat fee is only available to merchants with estimated American Express charge volume of less than \$4,999 in any consecutive 12-month period.
 • Merchants that are Internet-Physical Delivery merchants, Mail Order/ Telephone Order (MOTO), Home-based businesses, are all required to be set up on Monthly Flat Fee* (regardless of estimated Charge volume).

Note: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.

DBA Name: _

Loc. _ of _

(8) VISA / MC / DISCOVER / AMERICAN EXPRESS® PROCESSING CHARGES (Based on Transaction Volume)

Acceptance of all MC, Visa & Discover Network transactions is presumed unless you indicate which service(s) you do not want by checking that service below.

MasterCard Acceptance

MC Credit transactions
MC Non-PIN Debit transactions

Visa Acceptance

Visa Credit transactions
Visa Non-PIN Debit transactions

Discover Network Acceptance

Discover Network Credit transactions
Discover Network Non-PIN Debit transactions

See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).

Pricing Method: (Please select only one)	MC/Visa/Discover Network 2-Tier	MC/Visa/Discover Network 3-Tier	Transaction Fees (Applies to MC/Visa/Discover Network 2-Tier and MC/Visa/Discover Network 3-Tier ONLY)	MC/Visa/Discover Network/American Express Discount Rate	IC Plus ^A
QUALIFIED DISCOUNT RATES					
MC/Visa/Discover Network Credit Discount Rate (800,804,170)	%	%	MC/V/Discover Network Qual Credit Trans Fee (001,002,005,006)(015,016) \$	%	%
* MC/Visa/Discover Network Non-PIN Debit Discount Rate (850,854,964)	%	%	MC/V/Discover Network Qual Non-PIN Debit Trans Fee (130,131,134,135)(787,788) \$	%	%
American Express (164,165)					%
MID-QUALIFIED DISCOUNT RATES (Does not apply to MC/Visa/Discover 2 Tier)					
MC/Visa/Discover Network Credit Discount Rate (810,814,990)		%	MC/V/Discover Network Mid-Qual Credit Trans Fee (611,612,615,616)(717,718) \$		
* MC/Visa/Discover Network Non-PIN Debit Discount Rate (870,874,968)		%	MC/V/Discover Network Mid-Qual Non-PIN Debit Trans Fee (140,141,144,145)(791,792) \$		
NON-QUALIFIED DISCOUNT RATES					
MC/Visa/Discover Network Credit Discount Rate (820,824,994)	%	%	MC/V/Discover Network Non-Qual Credit Trans Fee (621,622,625,626)(721,722) \$		
* MC/Visa/Discover Network Non-PIN Debit Discount Rate (880,864,978)	%	%	MC/V/Discover Network Non-Qual Non-PIN Debit Trans Fee (150,151,154,155)(795,796) \$		
* Fees do not apply if Bundled Debit is chosen					
MC/V/Discover Ntwk Auth & Return Trans Fee (10A, 10D)(002,006)(131,135)(10J,016,788)				\$	\$
Non-Qual Surcharge Fee (30D) (excluding interchange pass-through fees, see Section 18.1) Applies to Non-qualified MC, Visa, Discover Network, and/or Non-PIN Debit Transactions. Rewards Cards Surcharge Rate (20N)				%	

^A Interchange Rates are variable and are determined by how your transactions clear. Please see your Interchange Schedule for Interchange Rates and Dues/Assessments, and the Interchange Qualification Matrix and American Express Program Pricing for qualification criteria as of the date of this Application. The Interchange Rates and Dues/Assessments are subject to change. American Express has Program Pricing and not Interchange and are subject to change.

Debit Fees (Please Check Only One)	PIN Debit Trans Fee	Bundled Debit Discount Rate	Bundled Debit Sales/Returns Trans Fee	
Bundled Debit (120, 124, 125)		%	\$	(Bundled Debit applies to V/MC/Disc Non-PIN and PIN Debit transactions)
Unbundled Debit (018, Key 0-590, Key 0-593)	\$ *			(Unbundled Debit applies to PIN Debit only)

* Plus the applicable PIN Debit Network fees.

San(TCK)1705

(9) TELECHECK RATES, SERVICE FEES, AND SET UP INFORMATION

San(TCK)CorpFee1705

TELECHECK BANKING INFORMATION

Funding: [X] Per Bill To Per Location

ACH Credits to TeleCheck by Subscriber (For Invoice Payment):

ABA Transit #: _
Same as above or

Account #: _
Same as above or

Debits/Credits (Settlement) to Subscriber by TeleCheck and/or Franking Information:

ABA Transit #:

Account #: _

Special Instructions which are part of this Agreement: _

Please note on separate funding check or bank letterhead the designated TeleCheck Service. A separate funding check or bank letterhead/logo for TeleCheck Services is NOT required UNLESS Merchant will be using different banking account(s) for TeleCheck Services.

TELECHECK BILL TO INFORMATION

Your Head Office/Bill To Name:		First/Last Contact Name:			Phone Number:
Address:	Suite #	City:	State:	Zip:	Your Fax Phone:

TeleCheck Auto Settle Time: _ hh ET (Must be at least 1 hour after Card Auto Settle Time)

DBA Name Commonwealth of Pennsylvania

Loc. of

(9) TELECHECK RATES, SERVICE FEES, AND SET UP INFORMATION (cont'd)

TELECHECK REPORT INFORMATION

Funding Report: **Bill To** **Location** **Delivery Method:** **E-Mail** **Fax** **US Mail** **ExistingSubscriberNo.:**

Contact Name: Contact Telephone #:

Report Fax #: Report E-Mail Address:

Format: **CSV (E-Mail only)** PDF



TeleCheck Services, Inc.
P.O. Box 4514
Houston, TX 77210-4514
1-800-366-1054

of Physical TeleCheck Locations:

WARRANTY	<input type="checkbox"/> ECA	<input type="checkbox"/> e-Deposit	<input type="checkbox"/> Lockbox	<input type="checkbox"/> Lockbox Pro21	<input type="checkbox"/> ICA®	<input type="checkbox"/> CBP™	<input type="checkbox"/> Remote Pay™	<input type="checkbox"/> Mobile Check Acceptance	<input type="checkbox"/> Paper	<input type="checkbox"/> Check Cashing	<input type="checkbox"/> Mail Order	<input type="checkbox"/> COD	Total Set-Up Fees
Average Check Size	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	
Monthly Check/Call Vol.	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	
Inquiry Rate	_ %	_ %	_ %	_ %	_ %	_ %	_ %	_ %	_ %	_ %	_ %	_ %	
Transaction Fee	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	
Set-Up Fee	\$NA_	\$NA_	\$NA_	\$NA_	\$NA_	\$NA_	\$NA_	\$NA_	\$NA_	\$NA_	\$NA_	\$NA_	\$ NA
Monthly Minimum	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	
CROC/Voice Auth Fee	\$ NA_	\$ NA_	\$ NA_	\$ NA_				\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	
Stmt Processing Fee	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	
Dec. Risk Surcharge	_NA %	_NA %	_NA %	_NA %	_NA %	_NA %	_NA %	_NA %	_NA %	_NA %	_NA %	_NA %	
Warranty Maximum	\$ NA_ Face Amt.	\$ NA_ Face Amt.	\$ NA_ Face Amt.	\$ NA_	\$ NA	\$ NA_	\$ NA_	\$ NA_	\$ NA_ Face Amt.	NA	\$ NA_ Face Amt.	\$ NA_ Face Amt.	
Order Confirmation Notice						\$ NA_							
TRS Collections (see TRS Svcs Section 9)	TRS		TRS Paper Only		TRS	TRS	TRS		TRS	TRS	TRS	TRS	
Other:	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	

VERIFICATION	<input type="checkbox"/> ECA	<input type="checkbox"/> e-Deposit Settlement	<input type="checkbox"/> Lockbox	<input type="checkbox"/> Lockbox Pro21	<input type="checkbox"/> ICA®	<input type="checkbox"/> CBP™	<input type="checkbox"/> Remote Pay™	<input type="checkbox"/> Paper	<input type="checkbox"/> Check Cashing	Total Set-Up Fees
Average Check Size	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	
Monthly Check/Call Volume	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	
Transaction Fee	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	
Set-Up Fee	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA
Monthly Minimum	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	
CROC / Voice Authorization Fee	\$ NA_	\$ NA_	\$ NA_	\$ NA_				\$ NA_	\$ NA_	
Stmt Processing Fee	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	
CK21 Max Dollar Amount / Max Check Amount	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	\$ NA_	
Order Confirmation Notice						\$ NA_				
TRS Collections (see TRS Svcs Section 9)	TRS		TRS Paper Only		TRS	TRS	TRS	TRS	TRS	
Other:	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	\$_	

See TeleCheck/TRS Agreement for definitions, warranties, and any additional fees.

Note: See Section 1.38 "Damages" of the TeleCheck/TRS Agreement for early termination fees/liquidated damages.

San(TCK)1705

(10) TRS SERVICES AND RECOVERY RATE

San(TCK)CorpFee1705



ECA Verification with TRS
% of Item Amt. Recovered Retained by TRS: 20%
Amt. of Return Item Fee Retained by TRS: 100%

TRS for Warranty (Non-Compliance Items)
% of Item Amt. Recovered Retained by TRS: 20%
Amt. of Return Item Fee Retained by TRS: 100%

TRS Other (including Paper Verification)
% of Item Amt. Recovered Retained by TRS: 20%
Amt. of Return Item Fee Retained by TRS: 100%

NOTE: Stop payment checks due to disputes over goods or services must be returned to Subscriber for resolution. Bank Auth: Yes No Remittance Frequency: Monthly

DBA Name: _

Loc. _ of _

San(TCK)1705					(11) GIFT CARD SETUP					San(TCK)CorpFee1705				
Payment Essentials	Gift Card To Go	100			Gift Card To Go	100								
	Standard	500	Custom	1000	Standard Order	250	500	1000	Custom Order	1000				
Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Gift Cards To Go					Transaction Fee		G66-G71							
TOTAL SETUP COST:														

STANDARD PRICING SCHEDULE									
Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Standard Cards					Transaction Fee		G66-G71		
Standard Carriers					Envelopes		G74		
Gift Card Setup Fee	Per Location	G34							
TOTAL SETUP COST:									

CUSTOM PRICING SCHEDULE									
Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Custom Cards					Transaction Fee		G66-G71		
Custom Carriers					Color & Image Setup Fee	Per Order	G33		
Gift Card Setup Fee	Per Location	G34			Graphic Design Assistance		G40		
TOTAL SETUP COST:									

MARKETING & PROMOTIONAL MATERIALS											
Description	Sequence Code	Part Code	Qty.	Per Item Cost	TOTAL	Description	Sequence Code	Part Code	Qty.	Per Item Cost	TOTAL
Acrylic Stand w/Box	G35	MNRQ				Single J Hook Rack	G42	MNF2			
Acrylic Stand w/o Box	G48	MNRP				Table Tent					
Insert Poster						Table Tent Acrylic Stand	G48	MNG5			
Insert Poster Standard	G30	MNRR				Table Tent Poster	G30	MNG6			
Insert Poster Custom	G61					Welcome Kit	G77				
Door Decal	G36	MNRH				TOTAL COST:					

GIFT CARD TO GO & STANDARD DESIGN INFORMATION									
FRONT OF CARD LANGUAGE: • Maximum 30 characters per line. • 1-4 lines (except for Stripe card design) • Use lower and/or upper case letters & spacing where desired. • Text will be printed on the cards <u>exactly</u> as provided here unless noted in the Comments section. TEXT IN ALL CAPS Text in Upper and Lower Case					L1				
					L2				
					L3				
					L4				
Gift Card To Go & Standard Card Design Code:					Gift Card To Go & Standard Card Font Color:			Front of Card Font:	

CUSTOM CARD DESIGN INFORMATION

Artwork to be provided in electronic format and compliant with specifications set in Custom Card Artwork Requirements. Send artwork to GiftCardArt@firstdata.com. Concepts or artwork elements to be provided. Send concepts to GiftCardArt@firstdata.com.

CUSTOM PROOF EXCHANGE

E-Mail proof. E-Mail address for proof approval: No E-Mail available. Proof will be sent Next Day Air to Client address. Cost will be passed through to Client.

BACK OF CARD LANGUAGE SELECTION	
GIFT CARD TO GO BACK OF CARD LANGUAGE	Thank you very much for your business. We look forward to seeing you again.
BACK OF CARD LANGUAGE	Thank you very much for your business. We look forward to seeing you again. Thank you very much for your business. We look forward to seeing you again. Muchas Gracias por su negocio. Esperamos la oportunidad de servirle nuevamente. Blank (except for card number)
CUSTOM CARD ONLY: BACK OF CARD LANGUAGE	Please note: It is advised that you seek legal advice for custom back of card language. YES Custom back of card language is to be forwarded to GiftCardArt@firstdata.com . Back of card artwork is in grey scale only. If custom card language not provided, standard back of card language will be printed: "Thank you very much for your business. We look forward to seeing you again."

CARD CARRIER SELECTION	
GIFT CARD TO GO Note: Gift Card to Go carrier design defaults to J Hook and cannot be changed.	J Hook Carrier Design:
STANDARD/CUSTOM CARRIER STYLE	Folding J Hook Sleeve Pocket
STANDARD/CUSTOM CARRIER DESIGN Note: Sleeve pocket is not able to be customized.	Standard Carrier: Custom Carrier to match Standard Card Design Code: Custom Carrier – Provide custom artwork to GiftCardArt@firstdata.com . Envelopes Ordered (G74)

DBA Name: _

Loc. _ of _

(12) AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement ("Merchant Processing Application") are true. Client acknowledges having received and read a copy of the Merchant Processing Application (consisting of Sections 1-14) and Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page) and agrees to be bound by all provisions as printed therein and as may be modified from time to time.

By signing below, each of the undersigned authorizes us, our Affiliates, our third party subcontractors and/or agents and the applicable Card Organizations to verify the information contained in this Merchant Processing Application and to request and obtain from any consumer reporting agency and other sources, including bank references, business consumer reports and other information and to disclose and exchange such information amongst each other for any purpose permitted by law.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. THIS MERCHANT PROCESSING APPLICATION HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

X Signature _

Print Name: _

Date: _

Title: President Vice President Member L.L.C. Owner Partner

Other: _

X Signature _

Print Name: _

Date: _

Title: President Vice President Member L.L.C. Owner Partner

Other: _

(PROCESSOR): First Data Merchant Services Corporation (d/b/a Santander Merchant Services) and Santander Bank

X Signature _

Date: _

- Approved TeleCheck Manager

- Approved TRS Manager

Date: _

IF TELECHECK SERVICES HAVE BEEN SELECTED, PLEASE SIGN BELOW:

X Signature _

(13) TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck and/or TRS under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's and/or TRS' services. This authorization shall remain in effect until thirty days after revoked in writing.

X Signature _

Print Name/Title: _

Date: _

San(TCK)1705

(14) PERSONAL GUARANTY

San(TCK)1705

Reserved.

ABOUT MERCHANT'S BUSINESS

Bank Code: _ Merchant ID: _ Buypass Merchant #: _
 Area #: _ Group #: _ District Code: _ Check Assoc. Code: _

CHECKLIST INFORMATION

MCC: _ Merchant Type: Linkback # _ Sales Support ID: _
 Office Admin.: _ Card Rep. #: _ TeleCheck Rep. #: _
 Sales Rep. Name: David Natelson Sales Lead Tracking #: _
 Referral Partner Lead: Yes No If yes, Partner Name: _
 HIERARCHY: Bank: _ Agent: _
 Corp.: _ Chain: _

CLIENT VISITATION

Visit Not Required (Lic. Professional) 4. Advertising Name Displayed: Window Door Store Front
 1. Zone: Business District Industrial Residential 5. Previous Processor: PNC Merchant Services _
 2. Location: Mall Shopping Area Isolated Office Apartment 6. Check Reason for Changing: Rate Service Terminated
 Home Other: Other: _
 3. Seasonal: No Yes, Mos. in Operation: _ 7. Are customers required to leave a deposit? Yes No
 Mos. Open Between _ to _ If Yes, % of deposit required: %

Comments to Credit Officer / Other Depository / Primary Savings Account Number and Additional Information (40 Characters):

CARD STATEMENTS / NOTIFICATIONS DELIVERY METHOD

Statement Recap Information: (check one) 01 = Outlet/DBA 02 = Outlet/Bill To 08 = Recap Only/Bill To 09 = Recap & Outlet/Bill To
 Statement Delivery Method: (check one) Electronic (Default) Print and Mail Statement Type: (check one) Detail Summary
 Statement E-Mail Address: (Required) _

Head Office/Bill To Name:		First/Last Contact Name:		
Address:	City:	State:	Zip:	Phone #:

ON YOUR BUSINESS ACCOUNT CHECKING STATEMENT ROLLUP (check one):

0 = Each Transfer 1 = Debit/Credit Grouped (By Category) 2 = Net Transfer Amount Only 3 = Net Transfer EOM Fee Combined

CARD PROCESSING INFORMATION

San(TCK)1705

1. Processing mode: EDC: Paper Voice Tape ECR Paper Terminal 5. # of Plates: _ Long _ Short
 2. Discount Funding: Daily (excluding Flat Rate) or Monthly 6. Fire Safety Act: Yes No
 3. Funding will be processed DAILY via: ACH Bankwire 7. Ship Equipment & Welcome Packet to (check one):
 Outlet Head Office Other, give mailing information below
 No Welcome Packet & Supplies No Welcome Packet
 4. Bank will fund: Outlet Head Office
 Name: First/Last Contact Name:
 Address: City: State: Zip:

8. Debit Bill Payment Transaction Type: Internet VRU Recurring Call Center Sponsoring Debit Network: NYCE Pulse Star

9. **Additional Terminal Features:** (Check all that apply to ensure timely terminal programming)

Auto Settle Time _ hh ET (military)	QSR-CR/SMT (Convenience/Small Ticket)	Retail Gas	Amex Prepaid Program Preference (Choose One)
Bar Tab	QSR Print Option	Retail With Tip	Terminal Features: (cont'd) Key Password Disable or Protect
Clerk / Server Entry	Invoice Number	Ship Method (Overnight)	Credits
Debit Cash Back	Multi-Trans (PC/Register/Software only)	Tip % Option	VOIDS
Delayed Ship Date: _	No Server/ Ticket ID	Verify Amount Prompt	Forces
Dial Prefix: Dial 9 Other: _	Remove Room # Prompt	Partial Approval	Reviews
Dial Suffix:	Remove Ticket # Prompt	Purchase w/ Balance Return	Bal/Settle
E-Commerce		Standalone Balance Inquiry	Auth Only
If IP (List Current Provider)			Reports
			Tip Adjustment

Comments: (NOTE: Completing the Comments field will result in a 48 hour terminal programming delay)

TELECHECK WARRANTY SERVICES AGREEMENT

THIS TELECHECK WARRANTY SERVICES AGREEMENT (“*Agreement*”) dated _____, 20__ (“*Effective Date*”) is between TELECHECK SERVICES, INC. (“*TeleCheck*”); and the Commonwealth of Pennsylvania (“*Commonwealth*”).

TeleCheck through its affiliate, First Data Merchant Services LLC d/b/a Santander Merchant Services, responded to a Request For Proposal from the Commonwealth and the Commonwealth selected First Data Merchant Services and TeleCheck to provide certain merchant acquiring and related services as described in the RFP, which included the TeleCheck Services as further defined herein. The TeleCheck Service provided, transactions processed and other matters contemplated under this Agreement are subject to terms of the RFP issued by the Commonwealth, as applicable.

TELECHECK AND COMMONWEALTH AGREE:

- Definitions.** The following definitions apply within this Agreement: “**ACH Network**” means the Automated Clearing House Network, a processing and delivery system that distributes and settles electronic fund transfers. “**Authorization**” means the acknowledgement provided (electronically or in writing) by a Consumer for each Warranty Transaction that authorizes processing the Warranty Transaction as an electronic fund transfer and is required by the NACHA Rules or other applicable Legal Requirements (both as defined in Section 14.1). “**CBP Authorization Receipt**” is an Authorization specific to a CBP Warranty Transaction that consists of the Consumer’s recorded (electronically or otherwise) verbal authorization for each CBP Warranty Transaction, permitting the creation of a phone check and its conversion into an electronic fund transfer or remotely created check. “**CBP Warranty Transaction**” is a type of Warranty Transaction in which a payment authorized by a Consumer in a telephone communication initiated by Consumer with Commonwealth is processed under this Agreement as an electronic fund transfer or remotely created check. “**Check Cashing Warranty Transaction**” is a type of Warranty Transaction in which the Item is (i) a check payable to the Consumer writing the check, (ii) a government check payable to the Consumer presenting the check or (iii) a company payroll, expense reimbursement or non-medical insurance reimbursement check payable to the Consumer presenting the check; and is processed under this Agreement as a standard paper check. “**Claim**” means any claim, demand, directive, suit or other proceeding, notice, damage, expense (including reasonable attorney’s fees), assessment, fine or liability of any kind. “**COD Warranty Transaction**” is a type of Warranty Transaction in which Commonwealth obtains a pre-approval for an Item that will be provided as a payment for a Consumer’s purchase of goods or services that are delivered remotely by Commonwealth to the Consumer (e.g., a transaction in which a check is provided for payment upon delivery of goods to a location other than Commonwealth’s retail location) and that is processed under this Agreement as a standard paper check. “**Consumer**” means a person or entity that authorizes or presents an Item as payment for a transaction. “**ECA Authorization Receipt**” is an Authorization specific to an ECA Warranty Transaction that consists of a receipt signed (electronically or in writing) by the Consumer permitting the conversion of their check into an electronic fund transfer or remotely created check. “**ECA Warranty Transaction**” is a type of Warranty Transaction in which a payment initiated using a standard check is processed under this Agreement as an electronic fund transfer or remotely created check. “**ICA Authorization Receipt**” is an Authorization specific to an ICA Warranty Transaction that consists of an electronic authorization provided by a Consumer via the Internet that permits processing an electronic fund transfer against the Consumer’s demand deposit account. “**ICA Warranty Transaction**” is a type of Warranty Transaction in which a payment initiated and authorized by a Consumer via the Internet is processed under this Agreement as an electronic fund transfer or remotely created check. “**Item**” means an outstanding financial obligation arising pursuant to a check or electronic fund transfer processed using the Services provided by TeleCheck under this Agreement. “**Lockbox Authorization Notice**” is an Authorization specific to a Lockbox Warranty Transaction that consists of a notice given to a Consumer that their check may be converted to an electronic fund transfer or remotely created check. “**Lockbox Warranty Transaction**” is a type of Warranty Transaction in which a payment initiated using a paper check sent to Commonwealth’s drop box through the US mail or other delivery is processed under this Agreement as an electronic fund transfer. “**Mail Order Warranty Transaction**” is a type of Warranty Transaction in which a payment initiated using a paper check sent to Commonwealth through the US mail (e.g., a catalog order) is processed under this Agreement as a standard paper check. “**Merchant ID**” means the identification number assigned to Commonwealth by TeleCheck that identifies the Commonwealth and the Commonwealth’s location from which a transaction is initiated for processing by TeleCheck. “**Paper Warranty Transaction**” is a type of Warranty Transaction in which a payment initiated using a paper check is processed under this Agreement as a standard paper check. “**POA Authorization Receipt**” is an Authorization specific to a POA Warranty Transaction that consists of a receipt signed (electronically or in writing) by the Consumer permitting the conversion of their check into an electronic fund transfer or remotely created check. “**POA Warranty Transaction**” is a type of Warranty Transaction in which a payment initiated using a standard check is processed under this Agreement as an electronic fund transfer or remotely created check. “**Return Item**” means any Item that is dishonored, returned, reversed, charged back or otherwise unpaid by a Consumer’s financial institution upon presentment for payment, regardless of the reason or timing. “**Return Item Fee**” means the fee or exemplary damages assessed on a Return Item in the maximum amount allowed by applicable Legal Requirements. “**Commonwealth’s Account**” means a demand deposit account maintained by Commonwealth at a US financial institution that Commonwealth opens in connection with the Services. “**Commonwealth Returned Payment**” means any financial obligation owed by Commonwealth pursuant to this Agreement which is not paid by Commonwealth’s financial institution. “**TeleCheck Approval Code**” means the indicator transmitted by TeleCheck to Commonwealth notifying Commonwealth that TeleCheck has authorized an Item for warranty coverage in connection with a Warranty Transaction. “**Warranty Maximum**” means the total dollar amount permitted per Warranty

Transaction (which may be designated by specific product/service) as set forth on the Fee Schedule. **“Warranty Transaction”** means a contemporaneous payment transaction initiated by a Consumer between Commonwealth and the Consumer that is processed and subject to warranty services under this Agreement.

2. **Services.** TeleCheck will provide Commonwealth with (i) coded information to assist it in determining whether to accept an Item; (ii) processing services; and (iii) certain warranty services for Items that comply with the applicable warranty requirements below (collectively, the “Services”); all as specifically set forth in this Agreement. TeleCheck warrants the accuracy of the information it provides to Commonwealth in connection with an Item processed using the warranty services when TeleCheck issues a TeleCheck Approval Code and so long as the Item meets all applicable warranty requirements. TeleCheck has sole discretion to determine whether or not to issue a TeleCheck Approval Code. TeleCheck’s obligation to purchase each Warranty Transaction Item that received a TeleCheck Approval Code, met the warranty requirements and became a Return Item (a) will not exceed an amount equal to the Warranty Maximum and (b) will not exceed (in any event) the amount of the Return Item. COMMONWEALTH’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE INFORMATION WARRANTY CONTAINED IN THIS PARAGRAPH WILL BE THE RIGHT TO REQUIRE TELECHECK TO PURCHASE RETURN ITEMS THAT MEET THE WARRANTY REQUIREMENTS AND FOR WHICH COMMONWEALTH RECEIVED A TELECHECK APPROVAL CODE. Commonwealth is not authorized to use the Services in connection with any transaction conducted, in whole or in part, over the Internet or in any non face-to-face transaction except as specifically provided for in this Agreement. Commonwealth will not resell the Services to any third party. This Agreement is solely between Commonwealth and TeleCheck; and, during the Term (defined below), Commonwealth will process all of the Items it receives from Consumers as payment for Commonwealth’s goods or services using TeleCheck’s Services prior to accepting such Items.
- 2.1 ECA Services. TeleCheck will provide Commonwealth with its Electronic Check Acceptance[®] (ECA[®]) check based payment processing services that convert eligible paper checks to electronic fund transfers and accompanying warranty services (“ECA Services”, which term is incorporated within the term Services).
 - 2.1.1 Each ECA Warranty Transaction Commonwealth submits to TeleCheck for processing under this Agreement will comply with the following requirements:
 - (i) The check is a first party check drawn on the Consumer’s account at a US financial institution, payable to Commonwealth. The name of the Consumer is imprinted on the check by the check manufacturer;
 - (ii) The Consumer signed an ECA Authorization Receipt that authorized debiting its account and the amount to be debited for each Item submitted to TeleCheck for processing as an ECA Warranty Transaction;
 - (iii) Commonwealth (a) submitted the Item to TeleCheck in accordance with TeleCheck’s operating procedures, (b) submitted the check’s MICR (magnetic ink character recognition) line information, and Consumer’s identification type and number, (c) obtained a single TeleCheck Approval Code for each Item, and (d) did not perform the ECA Warranty Transaction in manner that attempted to avoid the warranty requirements or Warranty Maximum (as more fully described in Section 3(vi)), including through split sales;
 - (iv) The ECA Warranty Transaction represents an obligation of the Consumer at the point of sale (no phone, mail or Internet transactions) for goods or services sold, rented or rendered for the price of such goods or services. The ECA Warranty Transaction is not a transaction for credit, cash or payment on an existing debt, credit account or check already due to Commonwealth that is not reasonably tied to Commonwealth’s services (i.e., a payment due at the end of a billing cycle for services rendered since the end of the immediately preceding billing cycle is not a prohibited transaction for a debt, credit account or check already due);
 - (v) The amount of the ECA Warranty Transaction entered into the TeleCheck system and the amount on the ECA Authorization Receipt match exactly and do not exceed the Warranty Maximum;
 - (vi) The check to which the ECA Warranty Transaction relates: (a) has not been used in any other transaction, (b) is voided on the front by the Consumer or Commonwealth during processing, and (c) is returned to the Consumer at the point of sale during processing of the ECA Warranty Transaction;
 - (vii) The date of the check and the ECA Warranty Transaction are within one (1) calendar day of: (a) the date the Item was submitted to TeleCheck for processing, and (b) the date the transaction actually occurred (Items may not pre-date or post-date the date they are submitted to TeleCheck for processing and the transaction date by more than one day);
 - (viii) The ECA Warranty Transaction is not subject to any stop payment, dispute or set-off (unless do to fraud that is not subject to a chargeback under Section 3(vi));
 - (ix) Commonwealth has no reason to question or notice of any fact, circumstance or defense that would impair the validity or collectability of the Consumer’s Item or relieve the Consumer from liability for it;

- (x) Commonwealth agrees to cooperate in good faith with TeleCheck to promptly identify Consumers that have filed bankruptcy and notified Commonwealth of such bankruptcy; and
 - (xi) Commonwealth posted the notices required to authorize the ECA Warranty Transaction and the Return Check Fee in a prominent and conspicuous location and provided a copy of such notices to the Consumer as directed by TeleCheck and required by applicable NACHA Rules, Regulation E and Legal Requirements.
- 2.1.2 ECA Authorization Receipt. Commonwealth will (i) maintain a copy (electronic or physical) of each signed ECA Authorization Receipt for a minimum period of two (2) years from the date of the ECA Warranty Transaction, or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy (physical or electronic) of the ECA Authorization Receipt to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Commonwealth (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement.
- 2.1.3 ECA Initiated Paper Warranty Transaction Requirements. In some instances, ECA Warranty Transactions that are initiated for processing as an electronic fund transfer may be approved and processed as a paper check or remotely created check. Each ECA Warranty Transaction Commonwealth submits to TeleCheck for processing under this Agreement that is processed as an ECA initiated Paper Warranty Transaction will comply with the following requirements:
- (i) The check is a first party check drawn on the Consumer's account at a US financial institution, completely and properly filled out, and payable to Commonwealth. The name and address of the Consumer is imprinted on the check by the check manufacturer. If a P.O. Box is used, or an address is not imprinted by the check manufacturer, a physical address (which may be a rural route or highway location number) is written on the check according to TeleCheck's operating procedures;
 - (ii) The Consumer's signature in the signature block on the check is not substantially different from the name imprinted on the check (or the signature on the Consumer's identification when provided for verification);
 - (iii) Commonwealth (a) submitted the Item to TeleCheck in accordance with TeleCheck's operating procedures, (b) submitted the check's MICR (magnetic ink character recognition) line information, and Consumer's identification type and number, (c) obtained a single TeleCheck Approval Code for each Item, and (d) did not perform the ECA initiated Paper Warranty Transaction in an attempt to avoid the warranty requirements or Warranty Maximum (as more fully described in Section 3(vi)), including through split sales;
 - (iv) Commonwealth's Merchant ID, the Consumer's telephone number (including area code), identification type and number, and TeleCheck Approval Code are all printed or written on the check according to TeleCheck's operating procedures;
 - (v) The ECA initiated Paper Warranty Transaction represents an obligation of the Consumer at the point of sale (no phone, mail or Internet transactions) for goods or services sold, rented or rendered for the price of such goods or services. The ECA initiated Paper Warranty Transaction is not a transaction for credit, cash or payment on an existing debt, credit account or check already due to Commonwealth that is not reasonably tied to Commonwealth's services (i.e., a payment due at the end of a billing cycle for services rendered since the end of the immediately preceding billing cycle is not a prohibited transaction for a debt, credit account or check already due);
 - (vi) The amount shown in words and figures on the check is (a) less than or equal to the amount entered into the TeleCheck system, or (b) no more than \$1.00 over the amount entered into the TeleCheck system, and does not exceed the Warranty Maximum;
 - (vii) The date of the check accurately coincides within one (1) calendar day of: (a) the date the Item was submitted to TeleCheck for processing, and (b) the date the ECA initiated Paper Warranty Transaction actually occurred (Items may not pre-date or post-date the date they are submitted to TeleCheck for processing and the transaction date by more than one day);
 - (viii) Commonwealth deposited the check in Commonwealth's Account and, upon the check becoming a Return Item, TeleCheck received the Return Item for purchase within thirty (30) days of the date that Commonwealth originally received the check. Further, Commonwealth's financial institution must send the Return Item to TeleCheck for purchase after presenting the Item for payment only once (i.e., Items may not be sent to TeleCheck for purchase in connection with warranty services after re-presentation, whether paper or electronic);
 - (ix) The ECA initiated Paper Warranty Transaction is not subject to any stop payment, dispute or set-off (unless due to fraud that is not subject to a chargeback under Section 3(vi));

- (x) Commonwealth has no reason to question or notice of any fact, circumstance or defense that would impair the validity or collectability of the Consumer's Item or relieve the Consumer from liability for it; and
- (xi) Commonwealth agrees to cooperate in good faith with TeleCheck to promptly identify Consumers that have filed bankruptcy and notified Commonwealth of such bankruptcy.

2.2 Paper Services. TeleCheck will provide Commonwealth with its paper check based payment processing and accompanying warranty services ("*Paper Services*", which term is incorporated within the term *Services*). Each Paper Warranty Transaction Commonwealth submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The check is a first party check drawn on the Consumer's account at a US financial institution, completely and properly filled out, and payable to Commonwealth. The name and address of the Consumer is imprinted on the check by the check manufacturer. If a P.O. Box is used, or an address is not imprinted by the check manufacturer, a physical address (which may be a rural route or highway location number) is written on the check according to TeleCheck's operating procedures;
- (ii) The Consumer's signature in the signature block on the check is not substantially different from the name imprinted on the check (or the signature on the Consumer's identification when provided for verification);
- (iii) Commonwealth (a) submitted the Item to TeleCheck in accordance with TeleCheck's operating procedures, (b) submitted the check's MICR (magnetic ink character recognition) line information, and Consumer's identification type and number, (c) obtained a single TeleCheck Approval Code for each Item, and (d) did not perform the Paper Warranty Transaction in an attempt to avoid the warranty requirements or Warranty Maximum (as more fully described in Section 3(vi)), including through split sales;
- (iv) Commonwealth's Merchant ID, the Consumer's telephone number (including area code), identification type and number, and TeleCheck Approval Code are all printed or written on the check according to TeleCheck's operating procedures;
- (v) The Paper Warranty Transaction represents an obligation of the Consumer at the point of sale (no phone, mail or Internet transactions) for goods or services sold, rented or rendered for the price of such goods or services. The Paper Warranty Transaction is not a transaction for credit, cash or payment on an existing debt, credit account or check already due to Commonwealth that is not reasonably tied to Commonwealth's services (i.e., a payment due at the end of a billing cycle for services rendered since the end of the immediately preceding billing cycle is not a prohibited transaction for a debt, credit account or check already due);
- (vi) The amount shown in words and figures on the check is (a) less than or equal to the amount entered into the TeleCheck system, or (b) no more than \$1.00 over the amount entered into the TeleCheck system, and does not exceed the Warranty Maximum;
- (vii) The date of the check accurately coincides within one (1) calendar day of: (a) the date the Item was submitted to TeleCheck for processing, and (b) the date the Paper Warranty Transaction actually occurred (checks may not pre-date or post-date the date they are submitted to TeleCheck for processing and the transaction date by more than one day);
- (viii) Commonwealth deposited the check in Commonwealth's Account and, upon the check becoming a Return Item, TeleCheck receives the Return Item for purchase within thirty (30) days of the date that Commonwealth originally received the check. Further, Commonwealth's financial institution must send the Return Item directly to TeleCheck for purchase after presenting the Item for payment only once (i.e., Items may not be sent to TeleCheck for purchase in connection with warranty services after re-presentation, whether paper or electronic);
- (ix) The Paper Warranty Transaction is not subject to any stop payment, dispute or set-off (unless due to fraud that is not subject to a chargeback under Section 3(vi));
- (x) Commonwealth has no reason to question or notice of any fact, circumstance or defense that would impair the validity or collectability of the Consumer's Item or relieve the Consumer from liability for it; and
- (xi) Commonwealth agrees to cooperate in good faith with TeleCheck to promptly identify Consumers that have filed bankruptcy and notified Commonwealth of such bankruptcy.

2.3 ICA Services. TeleCheck will provide Commonwealth with its Internet Check Acceptance[®] (ICA[®]) electronic check based payment processing services that allow Consumers to initiate a payment via the Internet as an electronic fund transfer and accompanying warranty services ("*ICA Services*", which term is incorporated within the term *Services*).

2.3.1 Each ICA Warranty Transaction Commonwealth submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The electronic check is a first party Item drawn on the Consumer's account at a US financial institution, payable to Commonwealth;
- (ii) The Consumer provided an ICA Authorization Receipt that authorized debiting its account and the amount to be debited for each Item submitted to TeleCheck for processing as an ICA Warranty Transaction;
- (iii) Commonwealth (a) submitted the Item to TeleCheck in accordance with TeleCheck's operating procedures, (b) obtained a single TeleCheck Approval Code for each Item, and (c) did not perform the ICA Warranty Transaction in manner that attempted to avoid the warranty requirements or Warranty Maximum (as more fully described in Section 3(vi)), including through split sales;
- (iv) The Consumer provided its name, physical address (no P.O. Box), telephone number (including area code), date of electronic check authorization, check number, check type (personal or business), MICR (magnetic ink character recognition) line information (i.e., bank routing and account number), and identification type and number as required by the website;
- (v) The ICA Warranty Transaction represents an obligation of the Consumer for goods or services sold, rented or rendered for the price of such goods or services. The ICA Warranty Transaction is not a transaction for credit, cash or payment on an existing debt, credit account or check already due to Commonwealth that is not reasonably tied to Commonwealth's services (i.e., a payment due at the end of a billing cycle for services rendered since the end of the immediately preceding billing cycle is not a prohibited transaction for a debt, credit account or check already due);
- (vi) The amount of the ICA Warranty Transaction entered into the TeleCheck system and the amount on the ICA Authorization Receipt match exactly and do not exceed the Warranty Maximum;
- (vii) The date of the Item and the ICA Warranty Transaction are within one (1) calendar day of: (a) the date the Item was submitted to TeleCheck for processing, and (b) the date the transaction actually occurred (Items may not pre-date or post-date the date they are submitted to TeleCheck for processing and the transaction date by more than one day);
- (viii) The ICA Warranty Transaction is not subject to any stop payment, dispute or set-off (unless due to fraud that is not subject to a chargeback under Section 3(vi));
- (ix) Commonwealth has no reason to question or notice of any fact, circumstance or defense that would impair the validity or collectability of the Consumer's Item or relieve the Consumer from liability for it;
- (x) Commonwealth agrees to cooperate in good faith with TeleCheck to promptly identify Consumers that have filed bankruptcy and notified Commonwealth of such bankruptcy; and
- (xi) Commonwealth authenticated the Consumer's identity, employed website security and Internet session security standards, performed Internet security audits and posted notices required to process the ICA Warranty Transaction and any Return Check Fee(s) as required by applicable NACHA Rules, Regulation E and Legal Requirements.

2.3.2 ICA Authorization Receipt. Commonwealth will (i) maintain a copy (electronic or physical) of each ICA Authorization Receipt for a minimum period of two (2) years from the date of the ICA Warranty Transaction, or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy (physical or electronic) of the ICA Authorization Receipt to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Commonwealth (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement.

2.3.3 ICA Website Notation. Commonwealth will note the availability of the ICA Services on its website (including the TeleCheck logo on the point of sale and/or the checkout pages); provided, the location, size and duration of such notation will be at Commonwealth's sole discretion.

2.4 CBP Services. TeleCheck will provide Commonwealth with its Checks By Phonesm (CBPsm) phone check payment processing services that allow Consumers to initiate payments via the telephone as electronic fund transfers and accompanying warranty services ("CBP Services", which term is incorporated within the term Services).

2.4.1 Each CBP Warranty Transaction Commonwealth submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The phone check is a first party Item drawn on the Consumer's account at a US financial institution, payable to Commonwealth;
- (ii) The CBP Warranty Transaction did not result from Commonwealth initiating an unsolicited telephone call to a Consumer with whom Commonwealth had no prior relationship;
- (iii) The Consumer provided a CBP Authorization Receipt that verbally authorized debiting its account and the amount to be debited for each Item submitted to TeleCheck for processing as a CBP Warranty Transaction;
- (iv) Commonwealth (a) submitted the Item to TeleCheck in accordance with TeleCheck's operating procedures, (b) obtained a single TeleCheck Approval Code for each Item, and (c) did not perform the CBP Warranty Transaction in an attempt to avoid the warranty requirements or Warranty Maximum (as more fully described in Section 3(vi)), including through split sales;
- (v) The Consumer provided its name, physical address (no P.O. Box), telephone number (including area code), date of phone check authorization, check number, check type (personal or business), MICR (magnetic ink character recognition) line information (i.e., bank routing and account number), and identification type and number according to TeleCheck's operating procedures;
- (vi) The CBP Warranty Transaction represents an obligation of the Consumer for goods or services sold, rented or rendered for the price of such goods or services. The CBP Warranty Transaction is not a transaction for credit, cash or payment on an existing debt, credit account or check already due to Commonwealth that is not reasonably tied to Commonwealth's services (i.e., a payment due at the end of a billing cycle for services rendered since the end of the immediately preceding billing cycle is not a prohibited transaction for a debt, credit account or check already due);
- (vii) The amount of the CBP Warranty Transaction entered into the TeleCheck system and the amount on the CBP Authorization Receipt match exactly and do not exceed the Warranty Maximum;
- (viii) The date of the Item and the CBP Warranty Transaction are within one (1) calendar day of: (a) the date the Item was submitted to TeleCheck for processing, and (b) the date the transaction actually occurred (Items may not pre-date or post-date the date they are submitted to TeleCheck for processing and the transaction date by more than one day);
- (ix) The CBP Warranty Transaction is not subject to any stop payment, dispute or set-off (unless due to fraud that is not subject to a chargeback under Section 3(vi));
- (x) Commonwealth has no reason to question or notice of any fact, circumstance or defense that would impair the validity or collectability of the Consumer's Item or relieve the Consumer from liability for it;
- (xi) Commonwealth agrees to cooperate in good faith with TeleCheck to promptly identify Consumers that have filed bankruptcy and notified Commonwealth of such bankruptcy; and
- (xii) Commonwealth complied with the applicable provisions of the Federal Trade Commission Telemarketing Sales Rule (16 C.F.R. Part 310), as may be amended, and provided the notices required to process the CBP Warranty Transaction and any Return Check Fee(s) as required by applicable NACHA Rules, Regulation E and Legal Requirements.

2.4.2 CBP Authorization Receipt. Commonwealth will (i) maintain a copy (electronic or physical) of each CBP Authorization Receipt, or a copy (electronic or physical) of the written notice provided to the Consumer confirming its verbal authorization of the CBP Warranty Transaction Item, for a minimum period of two (2) years from the date of the CBP Warranty Transaction, or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy (physical or electronic) of the CBP Authorization Receipt or written confirmation notice provided to the Consumer to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Commonwealth (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement. If Commonwealth elects not to make a recording of the Consumer's verbal authorization for its CBP Warranty Transaction Item, Commonwealth will provide the Consumer with written notice confirming the Consumer's verbal authorization of the CBP Warranty Transaction Item in such format as TeleCheck requires prior to settlement of the Item. Notwithstanding the requirements of this Section, if TeleCheck provides Consumers with the written confirmation notices required in connection with CBP Warranty Transactions on Commonwealth's behalf, Commonwealth will not be responsible for maintaining records of the CBP Authorization Receipts or copies of the written notice confirmations.

2.5 Lockbox Services. TeleCheck will provide Commonwealth with its paper check based payment processing services for checks delivered by Consumers to Commonwealth's lockbox via US mail, courier or other means and accompanying warranty services ("*Lockbox Services*", which term is incorporated within the term *Services*).

2.5.1 Each Lockbox Warranty Transaction Commonwealth submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The check is a first party check drawn on the Consumer's account at a US financial institution, completely and properly filled out, and payable to Commonwealth. The name and address of the Consumer is imprinted on the check by the check manufacturer. If a P.O. Box is used, or an address is not imprinted by the check manufacturer, a physical address (which may be a rural route or highway location number) is written on the check according to TeleCheck's operating procedures;
- (ii) The check was sent to Commonwealth through the US mail or otherwise delivered to Commonwealth's drop box;
- (iii) The Consumer's signature in the signature block on the check is not substantially different from the name imprinted on the check;
- (iv) The Consumer was provided with a Lockbox Authorization Notice that is effective for each Item Commonwealth submits to TeleCheck for processing as a Lockbox Warranty Transaction, and the Consumer did not indicate to Commonwealth that the check was not to be converted to an electronic fund transfer;
- (v) Commonwealth (a) submitted the Item to TeleCheck in accordance with TeleCheck's operating procedures, (b) submitted the check's MICR (magnetic ink character recognition) line information and the Consumer's identification type and number, (c) obtained a single TeleCheck Approval Code for each Item, and (d) did not perform the Lockbox Warranty Transaction in an attempt to avoid the warranty requirements or Warranty Maximum (as more fully described in Section 3(vi)), including through split sales;
- (vi) Commonwealth's Merchant ID and TeleCheck Approval Code are printed or written on the check according to TeleCheck's operating procedures;
- (vii) The Lockbox Warranty Transaction represents an obligation of the Consumer for goods or services sold, rented or rendered for the price of such goods or services. The Lockbox Warranty Transaction is not a transaction for credit, cash or payment on an existing debt, credit account or check already due to Commonwealth that is not reasonably tied to Commonwealth's services (i.e., a payment due at the end of a billing cycle for services rendered since the end of the immediately preceding billing cycle is not a prohibited transaction for a debt, credit account or check already due);
- (viii) The amount shown in words and figures on the check is (a) less than or equal to the amount entered into the TeleCheck system, or (b) no more than \$1.00 over the amount entered into the TeleCheck system, and does not exceed the Warranty Maximum;
- (ix) If Commonwealth submits the Lockbox Warranty Transaction for processing as an electronic fund transfer, (1) the date of the check accurately coincides within one (1) calendar day of: (a) the date the Item was submitted to TeleCheck for processing, and (b) the date the Lockbox Warranty Transaction actually occurred (Lockbox Warranty Transaction Items processed as an electronic fund transfer may not pre-date or post-date the date they are submitted to TeleCheck for processing and the transaction date by more than one day), and (2) Commonwealth will destroy the check within fourteen (14) days of settlement;
- (x) If Commonwealth submits the Lockbox Warranty Transaction Item for processing as a traditional paper check (i.e., the Item is not submitted for processing as an electronic fund transfer), (a) the check was deposited in Commonwealth's Account and TeleCheck received the Lockbox Warranty Transaction Item within forty-five (45) days of the date on the check, and (b) the check may not pre-date or post-date the date the Item was submitted to TeleCheck for processing by more than twenty (20) days;
- (xi) Commonwealth's financial institution sent any Return Item directly to TeleCheck for purchase after presenting the Item for payment only once (i.e., Items may not be sent to TeleCheck for purchase in connection with warranty services after re-presentation, whether paper or electronic);
- (xii) The Lockbox Warranty Transaction is not subject to any stop payment, dispute or set-off (unless due to fraud that is not subject to a chargeback under Section 3(vi));
- (xiii) Commonwealth has no reason to question or notice of any fact, circumstance or defense that would impair the validity or collectability of the Consumer's Item or relieve the Consumer from liability for it; and
- (xiv) Commonwealth agrees to cooperate in good faith with TeleCheck to promptly identify Consumers that have filed bankruptcy and notified Commonwealth of such bankruptcy.

2.5.2 Lockbox Authorization Notice. Commonwealth will (i) maintain copies (electronic or physical) of its Lockbox Authorization Notice(s) for a minimum period of two (2) years from the date of corresponding Lockbox Warranty

Transaction(s), or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy of the (may be physical or electronic) Lockbox Authorization Notice(s) to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Commonwealth (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement.

- 2.6 Assignment of Warranty Transactions. By execution of this Agreement, Commonwealth ASSIGNS, TRANSFERS AND CONVEYS to TeleCheck all of Commonwealth's rights, title and interest in any Warranty Transaction that TeleCheck processed under this Agreement that (i) complied with the applicable warranty requirements; (ii) received a TeleCheck Approval Code; and (iii) became a Return Item. Commonwealth agrees, at TeleCheck's request, to take any action reasonably deemed necessary by TeleCheck to aid in the enforcement of such rights.
- 2.7 Processing Notices; Return Item Fees. Commonwealth will post and provide such notices (including any updates) to Consumers, that TeleCheck indicates are required pursuant to the NACHA Rules, Regulation E or other applicable Legal Requirements in order for TeleCheck to process Commonwealth's Items and collect any applicable Return Item Fees as electronic fund transfers, paper drafts or otherwise. Further, Commonwealth will assess a Return Item Fee on all Return Items, which TeleCheck will be entitled to collect and retain from Consumers.
- 2.8 "Goodwill" of a Non-Compliance Item. TeleCheck, in its sole discretion, may elect not to chargeback or reassign a specific Item that becomes a Return Item and that is not subject to warranty services because it fails to comply with the applicable warranty requirements set forth in this Agreement. Such discretionary election by TeleCheck will not (i) constitute a course of dealing or a waiver of TeleCheck's right to chargeback or reassign any other non-compliant Return Item, or (ii) prevent TeleCheck from charging back or reassigning any other past or subsequent Return Item (related or unrelated).
- 2.9 Updating Information. Commonwealth agrees to promptly notify TeleCheck if any Consumers make a payment to Commonwealth in connection with any Return Item that is subject to warranty services under this Agreement, return any goods associated therewith or otherwise cancel any services represented thereby (in such manner that the Return Item is fully or partially satisfied), and to identify such Consumers.
3. **Chargeback.** TeleCheck may chargeback any Warranty Transaction it processed as a check, electronic fund transfer or remotely created check, or reassign any paper check or Item to Commonwealth that it purchased in any of the following circumstances:
- (i) The goods or services (in whole or in part) for which the Item was issued have been returned to Commonwealth, have not been delivered by Commonwealth, or are subject to any stop payment, dispute or setoff;
 - (ii) Commonwealth received full or partial payment or security in any form to secure payment of the Item, or the goods or services for which the Item was issued were initially delivered on credit or under a lease;
 - (iii) The Warranty Transaction is for any reason void or invalid, applicable Legal Requirements prevent the purchase by or transfer of the Item to TeleCheck, or a court of law determines that the Item is (in whole or in part) not due and payable by Consumer (unless such determination results from a bankruptcy proceeding);
 - (iv) Any of the applicable warranty requirements for Warranty Transactions set forth in this Agreement are breached;
 - (v) Commonwealth failed to comply with this Agreement;
 - (vi) Commonwealth, or any of its owners, agents or employees (a) materially altered the Item or Authorization, (b) processed the Warranty Transaction with reason to know (or should have reasonably known) that it was likely to be dishonored (including failure to receive a TeleCheck Approval Code), or that the identification used or signature provided (to the extent an identification or signature is required under the applicable warranty requirements) was forged or did not belong to the Consumer; or (c) processed the Warranty Transaction in a manner which was an attempt to avoid the warranty requirements or Warranty Maximum. "*Knowledge*" will be presumed in the presence of facts or circumstances which, if known, would cause a non-subscribing merchant, using commercially reasonable judgment, to independently refuse to accept an Item. "*Knowledge*" is also presumed where there is evidence of Commonwealth's attempt to avoid warranty limitations through manipulation of transactions, including, but not limited to the splitting of a single transaction into smaller components or resubmission of a previously denied transaction;
 - (vii) A duplicate Item related to the same transaction was received and processed; or, in the case of a Warranty Transaction processed as an electronic fund transfer, the check giving rise to the Item was deposited, thereby creating a duplicate entry against Consumer's financial institution account;
 - (viii) The closeout of any batches (if applicable) or transmission of Warranty Transactions to TeleCheck for settlement processing did not occur within seven (7) business days (or such timeline that is specifically set

forth in the warranty requirements) from the date the TeleCheck Approval Code was issued for the corresponding Warranty Transactions;

- (ix) The Consumer disputes authorizing the Item, or the validity or accuracy of a debit made to the Consumer's financial institution account in connection with a Warranty Transaction (except in the case of a fraud committed by a third party using a Consumer's check); or
- (x) Any Authorization required by the NACHA Rules, Regulation E or applicable Legal Requirements was incomplete, unsigned or Commonwealth failed to provide TeleCheck with a legible copy of the Authorization within seven (7) days of a request for it.

Commonwealth will immediately notify TeleCheck if Commonwealth has Knowledge that any of the above circumstances has occurred in connection with a Warranty Transaction. TeleCheck may debit Commonwealth's Account or offset amounts due Commonwealth, in the amount paid by TeleCheck for any Warranty Transaction that is reassigned or charged back under this Section; or, promptly upon request, Commonwealth will remit the amount of the Item to TeleCheck. TeleCheck may also charge back to Commonwealth any amount over the Warranty Maximum on any Warranty Transaction for which TeleCheck has not received payment from a Consumer or a Consumer's financial institution within sixty (60) days of the date of the Warranty Transaction. Upon reassigning, charging back or charging back any amount in connection with an Item, TeleCheck will have no further liability to Commonwealth for the Item. Commonwealth will continue to bear full responsibility for any chargebacks and adjustments made under this Section following expiration or termination of this Agreement.

4. Electronic Funds Transfer Processing.

- 4.1 Funding. TeleCheck will credit each Warranty Transaction processed under this Agreement via electronic fund transfer as part of a batch credit to Commonwealth's account. TeleCheck will typically credit Commonwealth's account within two (2) banking days following: (a), for host-based processing, TeleCheck's receipt and acceptance of Commonwealth's completed Warranty Transactions before 9:00 p.m. Central Time (3:00 p.m. Central Time for ICA Warranty Transactions or CBP Warranty Transactions) each processing day; or (b), for batch processing after Commonwealth's regular close-out of its point-of-sale terminal(s), TeleCheck's receipt and acceptance of Commonwealth's saved, completed Warranty Transactions before 9:00 p.m. Central Time (batch processing is not applicable to ICA Warranty Transactions or CBP Warranty Transactions). Commonwealth authorizes TeleCheck on its behalf to initiate debits to the Consumers' accounts for each such Warranty Transaction. TELECHECK RESERVES THE RIGHT TO DECLINE PROCESSING ANY TRANSACTION AS A WARRANTY TRANSACTION. TeleCheck may initiate any necessary adjustments to Commonwealth's Account for Items processed as Warranty Transactions; including, without limitation, chargebacks or partial adjustments. TeleCheck may recover the amount of any adjustments made to Commonwealth's Account in connection with an Item in the event the adjustment was made at Commonwealth's request or as a result of a Commonwealth error, and the Item becomes a Return Item. TeleCheck may also recover the amount of any fees from Commonwealth that a Consumer paid to its financial institution as a result of adjustments made to an Item due to a Commonwealth error.
- 4.2 Account Reconciliation. In the event any Warranty Transaction is not funded or otherwise paid by TeleCheck in accordance with this Agreement, Commonwealth must notify TeleCheck in writing of such failure within thirty (30) days from the date of the Warranty Transaction. TeleCheck will have no liability to Commonwealth, and it is precluded from asserting any claims, damages or losses against TeleCheck, if Commonwealth does not notify TeleCheck of a failure to fund or otherwise pay a Warranty Transaction within such thirty (30) day period.

5. Equipment.

- 5.1 General. Commonwealth may purchase point-of-sale equipment and/or associated peripherals (collectively, "*Equipment*"), or TeleCheck may lease Equipment to Commonwealth under a separate lease agreement, for use in connection with the Services provided under this Agreement. Commonwealth will return leased Equipment to TeleCheck, ordinary wear and tear excepted, upon termination or expiration of this Agreement. TeleCheck will replace or repair Equipment at Commonwealth's request, subject to the Fees (defined below) set forth on Schedule A to this Agreement. If TeleCheck provides replacement Equipment to Commonwealth via mail, or other delivery service, Commonwealth must return its defective leased Equipment to TeleCheck within twenty (20) days or Commonwealth will be deemed to have purchased the defective leased Equipment and will be billed for it. Commonwealth will not permit anyone other than authorized representatives of TeleCheck to adjust, maintain, program or repair leased Equipment. Any telecommunications equipment (e.g., routers) that TeleCheck provides to Commonwealth in connection with the Services will remain TeleCheck's property and will be returned promptly upon termination or expiration of this Agreement. Commonwealth will install all product updates to the Equipment, its software or firmware, within thirty (30) days of receiving the updates from TeleCheck.
- 5.2 Equipment Software, Firmware License. TeleCheck grants to Commonwealth, and Commonwealth accepts, a nonexclusive, non-assignable and nontransferable limited license to use the software and firmware provided with the Equipment, provided, Commonwealth will not: (i) export the Equipment, software or firmware outside the US; (ii) copy or use the software, firmware or documentation provided by TeleCheck with the Equipment; (iii) sublicense or otherwise transfer any portion of such software, firmware, documentation or the Equipment; (iv) alter, change, reverse engineer, decompile, disassemble,

modify or otherwise create derivative works of such software, firmware, documentation or the Equipment; (v) remove or alter any intellectual property or proprietary notices, markings, legends, symbols, or labels appearing on, in or displayed by such software, firmware, documentation or the Equipment.

6. Term; Termination; Suspension.

6.1 Term. This Agreement commences on its Effective Date and will extend for an initial term of five (5) years ("*Initial Term*"). This Agreement will automatically renew for successive one (1) year terms (each a "*Renewal Term*") following expiration of the Initial Term unless terminated by either party by giving written notice to the other at least thirty (30) days before the end of the then current Term. The Initial Term and Renewal Term are referred to as the "*Term*" of this Agreement; and each year of the Term is a "*Service Year*."

6.2 Effect of Termination, Suspension. Continuing the Services and funding Warranty Transactions during any period of Commonwealth's delinquency will not constitute a waiver by TeleCheck of its rights to suspend or terminate this Agreement, or any other rights under this Agreement. Termination or suspension of Services will not affect TeleCheck's right to recover any amounts for which Commonwealth is liable or obligated under this Agreement.

7. Fees.

7.1 Fees. Fees are set forth in the Final Negotiated Cost Submittal.

7.2 Fee Definitions. The following definitions apply to the Fees:

"**Monthly Minimum Fee**" is the minimum amount charged to Commonwealth each month for processing the Items it submits to TeleCheck in connection with the Services. If the total amount of Inquiry Rate Fees and Transaction Fees for any month is less than the Monthly Minimum Fee, then the Monthly Minimum Fee will apply for the month; and Commonwealth will be billed for the difference between the Monthly Minimum Fee and the total amount of Inquiry Rate Fees and Transaction Fees that TeleCheck billed during that month.

"**Commonwealth Requested Operator Call Fee**" is an additional charge per operator-assisted call initiated by Commonwealth that TeleCheck does not request or prompt Commonwealth to make in connection with processing Warranty Transactions.

7.3 **Payment of Fees.** TeleCheck will invoice its Fees to Commonwealth monthly. All Fees are due upon receipt and payable within thirty (30) days of invoice. Commonwealth authorizes TeleCheck to debit all amounts due under this Agreement (including, without limitation, all Return Items, delinquency charges, Commonwealth Returned Payments and any other amounts owed by Commonwealth) and to credit all amounts owed to Commonwealth under this Agreement via electronic fund transfer. If there are insufficient funds in Commonwealth's Account to pay amounts owed under this Agreement, Commonwealth will immediately reimburse TeleCheck upon demand for these amounts; or, at TeleCheck's option, TeleCheck may offset or recoup these amounts against any amounts TeleCheck or its affiliates owe to Commonwealth under this Agreement or any other agreement between Commonwealth and TeleCheck or its affiliates.

8. Financial and Other Information. If Commonwealth is a company the common shares of which are actively traded on an organized national exchange (a "Public Company"), Commonwealth agrees to comply with all material reporting requirements of the SEC or other equivalent governing body. If Commonwealth is not a Public Company, upon written request, Commonwealth will make available to TeleCheck annual audited financial statements within one hundred eighty (180) days after the end of each fiscal year; prepared in accordance with generally accepted accounting principles. Whether or not Commonwealth is a publicly traded entity, in addition to the above information Commonwealth will provide TeleCheck with the financial information that may be required by applicable Legal Requirements in connection with creditworthiness or security qualification requirements applicable to Commonwealth's use of the Services.

9. Reserve Account. TeleCheck may establish a reserve account ("*Reserve Account*") for Warranty Transactions in the event Commonwealth (i) materially breaches its obligations under this Agreement; (ii) fails to settle any amounts due in connection with Warranty Transactions; (iii) fails to pay any amounts due following receipt of written demand therefor under Section 8; or (iv) materially breaches the procedures related to submitting Items for warranty services under this Agreement; and fails to cure any of the foregoing within three (3) days of written notice (a "*Reserve Notice*") of such failure. TeleCheck will determine and set the amount of the Reserve Account in its sole discretion based on Commonwealth's processing history and TeleCheck's anticipated risk of loss. The amount of the Reserve Account will not exceed the amount which TeleCheck reasonably determines is sufficient to cover Commonwealth's potential unfulfilled obligations (including, without limitation, settlement obligations, any adjustments to Items, amounts due for Items subject to chargeback or reassignment, or Fees) under this Agreement. Commonwealth will fund the Reserve Account within three (3) days of receiving a Reserve Notice; and may fund the Reserve Account via one or any combination of the following: (a) one or more debits to Commonwealth's Account; (b) one or more deductions or offsets to any payments otherwise due to Commonwealth from TeleCheck or any of its affiliates; (c) delivering a letter of credit to TeleCheck in a form and issued or established by a financial institution that is acceptable to TeleCheck; or (d) by providing cash. If the funds in Commonwealth's Reserve Account are not sufficient to

cover Commonwealth's unfulfilled obligations (including, without limitation, settlement obligations, any adjustments to Items, amounts due for Items subject to chargeback or reassignment, or Fees) due under this Agreement, or if the funds in the Reserve Account have been released, Commonwealth will immediately pay TeleCheck such amounts upon demand therefor. In the event Commonwealth fails to fund a Reserve Account when required, TeleCheck may fund the Reserve Account in any manner set forth in this Section. If TeleCheck or Commonwealth terminates this Agreement, a Reserve Account may be established in the manner set forth in this Section in order to cover Commonwealth's potential unfulfilled obligations (including, without limitation, settlement obligations, any adjustments to Items, amounts due for Items subject to chargeback or reassignment, or Fees) under this Agreement. TeleCheck may hold Commonwealth's Reserve Account for ten (10) months after it is established or following termination of this Agreement. Commonwealth's Reserve Account funds may be held in a commingled reserve account maintained by TeleCheck for the reserve funds of its Commonwealths, without involving an independent escrow agent. TeleCheck will not pay interest to Commonwealth on any of its funds held in a Reserve Account.

10. Confidential Information; Information Security.

10.1 Confidential Information. Section 26 of the Terms and Conditions between First Data Merchant Services LLC and Commonwealth entered into as part of the RFP and Proposal shall govern the Confidential Information shared hereunder.

10.2 Disclosure and Use Restrictions. Reserved.

10.3 Information Security. Each party is responsible for: (i) the security of non-public or personally identifiable information ("*Personal Information*") on the systems under its control or that is obtained through its respective provision or use of the Services; and (ii) data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors, if any, in connection with the Services. Each party will maintain commercially reasonable information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a "*Security Incident*"). In the event of a Security Incident involving the other party's Personal Information, the affected party will promptly (a) assess the nature and scope of the Security Incident; (b) identify the Personal Information involved, if any; (c) take appropriate steps to contain, control and stop the Security Incident; and (d), in the event Personal Information was compromised and it is reasonably suspected that misuse will result, promptly notify the other party of the Security Incident, subject to any request by law enforcement or other government agency to withhold such notice pending the completion of an investigation. TeleCheck is not responsible for and does not control third party telecommunication lines used to provide the Services; and will not be responsible for the security of any transmissions using these lines.

10.4 Ownership. Reserved.

10.5 Equitable Relief. Reserved.

11. Obligations.

11.1 Commonwealth. Commonwealth shall be solely responsible for Commonwealth's (its affiliates, employees, agents or representatives) (i) breach of any of its obligations, covenants or representations under this Agreement; (ii) gross negligence; or (iii) willful misconduct.

11.2 TeleCheck Indemnity. TeleCheck agrees to indemnify and hold Commonwealth, its employees, directors and officers, harmless against any third party Claims resulting from TeleCheck's (its affiliates, employees, agents or representatives) (i) breach of any of its obligations, covenants or representations under this Agreement; (ii) gross negligence; or (iii) willful misconduct, provided the Commonwealth gives TeleCheck prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the TeleCheck, the Commonwealth will cooperate with all reasonable requests of TeleCheck made in the defense of such suits. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow TeleCheck to control the defense and any related settlement negotiations.

11.3 In the event of a Claim for which indemnification may be sought under this Agreement, the party to be indemnified (the "*indemnified party*") will: (i) promptly notify the party responsible for indemnification (the "*indemnifying party*") of the Claim; (ii) reasonably cooperate with the indemnifying party in the making of claims or defenses; and (iii) provide information, assist in the resolution of the Claim and make available at least one (1) employee or agent who can testify regarding the Claim or defenses. The indemnifying party will, upon written notice from the indemnified party, immediately undertake the defense of any such Claim with counsel reasonably satisfactory to the indemnified party. In any event, the indemnifying party will be entitled to direct the defense and settlement of a Claim subject to indemnification with counsel reasonably satisfactory to the indemnified

party; provided, the indemnifying party will not settle any Claim affecting the indemnified party to the extent settlement involves more than the payment of money by the indemnifying party without the indemnified party's written consent.

12. Representations, Warranties; Disclaimer of Warranties; Exclusion of Consequential Damages; Limitation on Liability.

12.1 Representations, Warranties. Commonwealth and TeleCheck each represent and warrant: (i) they have corporate authority to execute this Agreement; (ii) executing this Agreement does not constitute a material conflict with, breach or default under any applicable Legal Requirements, their respective charter or bylaws, or any documents, agreements or other instruments which are binding upon the parties; and (iii) this Agreement creates valid, legal and binding obligations that are enforceable against the parties.

12.2 Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR THE TERMS AND CONDITIONS OF THE RFP, TELECHECK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT RELATE TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. FURTHER, TELECHECK DOES NOT WARRANT THAT COMMONWEALTH'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THIS AGREEMENT IS A SERVICE AGREEMENT; ANY EQUIPMENT PROVIDED IN CONNECTION WITH THIS AGREEMENT IS INCIDENTAL TO THE SERVICES PROVIDED. THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE DO NOT APPLY TO THIS AGREEMENT.

12.3 Exclusion of Consequential Damages. TELECHECK AND COMMONWEALTH, AND THEIR RESPECTIVE AFFILIATES, WILL NOT BE LIABLE TO EACH OTHER UNDER ANY THEORY AT LAW OR IN EQUITY IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, OR EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.4 Limitation of Liability. TELECHECK'S AND COMMONWEALTH'S CUMULATIVE LIABILITY TO EACH OTHER FOR ANY LOSSES OR DAMAGES (IN THE AGGREGATE) FROM ANY CAUSE WHATSOEVER (RELATED OR UNRELATED) IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$250,000; OR (II) THE VALUE OF THIS CONTRACT. .

12.5 Mitigation of Damages. Each party will reasonably act to mitigate its damages.

13. Compliance with Law.

13.1 General. Commonwealth is responsible for monitoring, interpreting and complying with all federal, state or local laws, rules, regulations, judicial or administrative decisions, export laws, Office of Foreign Assets Control of the US Department of the Treasury ("OFAC") requirements, the Fair Credit Reporting Act ("FCRA"), Electronic Fund Transfer Act and its Regulation E ("Regulation E"), and the NACHA Rules (collectively, "Legal Requirements") that are applicable to its business and use of the Services under this Agreement including its obligations as an Originator under the NACHA Rules. Commonwealth will not use any merchant account created in connection with the Services for illegal transactions, including, without limitation, those prohibited by the Unlawful Internet Gambling Enforcement Act. TeleCheck is responsible for monitoring, interpreting and complying with Legal Requirements applicable to its business, its provision of the Services and its use of Transaction Data residing on its information technology systems.

13.2 FCRA Compliance. Commonwealth certifies that it has a legitimate business need, in connection with business transactions involving Consumers, for the information provided by TeleCheck. Commonwealth certifies that the information provided by TeleCheck will only be used for permissible purposes under the FCRA, will not be used for employment purposes, and will not be used by Commonwealth for any purpose other than one (1) transaction between Commonwealth and a Consumer. Neither Commonwealth nor its agents or employees will disclose the results of any inquiry made to TeleCheck except to the Consumer about whom such inquiry is made; and, in no event, to any other person outside Commonwealth's organization (other than its attorneys if necessary). IF COMMONWEALTH REJECTS ANY ITEM (IN WHOLE OR IN PART) BECAUSE OF THE INFORMATION OBTAINED FROM TELECHECK, COMMONWEALTH WILL ADVISE THE CONSUMER OF THAT FACT AND PROVIDE THE CONSUMER WITH TELECHECK'S NAME AND ADDRESS, AND ANY OTHER INFORMATION REQUIRED BY APPLICABLE LEGAL REQUIREMENTS.

13.3 Changes in Legal Requirements. If TeleCheck reasonably determines that its performance under this Agreement is impossible or illegal due to changes in applicable Legal Requirements, TeleCheck may modify or discontinue performing the impacted obligations or Services to the extent necessary to avoid violating the Legal Requirements upon thirty (30) days written notice to Commonwealth. TeleCheck may increase its Fees to cover any additional costs incurred in connection with complying with changes in applicable Legal Requirements; and, further TeleCheck may increase its Fees if any fees or charges to TeleCheck increase for processing transactions through the ACH Network. If TeleCheck makes such requests and the parties are unable to agree upon corresponding changes to the terms and conditions of this Agreement within thirty (30) days of such request, either party may terminate this Agreement upon thirty (30) days written notice.

14. Use of TeleCheck Materials.

- 14.1 Acknowledgement of Ownership; License. TeleCheck International, Inc. ("TCI"), an affiliate of TeleCheck, owns the trademarks referenced in this Section. Pursuant to authorization granted to TeleCheck by TCI, TeleCheck grants to Commonwealth a nonexclusive, nonassignable and nontransferable limited license to use the TELECHECK[®], TELECHECK logo and other TeleCheck trademarks and service marks (collectively, the "TeleCheck Marks") within the US and its territories, subject to the following: Commonwealth (i) may use and display decals, identification data and other materials provided by TeleCheck at Commonwealth's locations solely during the Term and solely in connection with the Services; (ii) will not permit any persons other than its own officers, employees or agents at Commonwealth's locations to use its Merchant ID; (iii) will promptly cease use of the TeleCheck Marks and remove any decals, electronic files, logos or other materials (including those affixed to entry doors or windows at Commonwealth locations) upon termination or expiration of this Agreement, and, at its own expense, either return or destroy all such materials to TeleCheck; and (iv) will not create any print, electronic or Internet-based materials (including, without limitation, any marketing materials) using any TeleCheck Marks without TeleCheck's prior written consent, which may be withheld in TeleCheck's sole discretion.
- 14.2 Use of TeleCheck Marks. Commonwealth acknowledges TCI's ownership of the TeleCheck Marks and will not contest the validity of the TeleCheck Marks or the ownership thereof. Commonwealth will refrain from performing any acts that might discredit, disparage, dilute, infringe or negatively affect the value of the TeleCheck Marks or constitute unfair competition with TeleCheck or TCI. Commonwealth will use the TeleCheck Marks pursuant to any guidelines provided by TeleCheck, as may be amended from time to time. The following will appear at least once on every piece of advertising or promotional material created by Commonwealth that uses the TeleCheck Marks: "The ['Applicable Mark'] trademark is owned by TeleCheck International, Inc. and is licensed for use by ['Commonwealth Name']".
- 14.3 Intellectual Property Ownership. This Agreement does not grant Commonwealth with any right, title, interest, express or implied license (except as otherwise specifically granted under this Agreement) to any patent, TeleCheck Marks, copyright, trade secret or proprietary right associated with the Services, TeleCheck system, applications or business methods (or those of TeleCheck's affiliates or subsidiaries) required or provided in connection with the Services; or arising from TeleCheck's, its affiliates' or subsidiaries' research and development activities.
15. **Data Use; Analytics.** TeleCheck will own all right, title and interest to the data or other information relating to an Item or a Consumer (such data or information, "Transaction Data") that it obtains in connection with providing its Services under this Agreement. TeleCheck may use any credit information provided by Commonwealth to a TeleCheck affiliate in connection with TeleCheck's credit review of Commonwealth; and TeleCheck may share any experiential information it has regarding Commonwealth with TeleCheck's affiliates. TeleCheck's rights and obligations under this Section are all subject to compliance with applicable Legal Requirements.
16. **General.**
- 16.1 Independent Contractor; Third Party Beneficiaries; Subcontractors. The parties are independent contractors. Neither party will have any authority to bind the other. This Agreement is entered into solely for the benefit of TeleCheck and Commonwealth, and will not confer any rights upon any person not expressly a party to this Agreement, including Consumers. TeleCheck may subcontract with others to provide Services consistent with paragraph 11 of the RFP Terms and Conditions.
- 16.2 Publicity. TeleCheck may use Commonwealth's name in publicity indicating that TeleCheck and Commonwealth have entered into a contractual relationship.
- 16.3 Exclusivity. TeleCheck will be the sole and exclusive provider of the Services to Commonwealth during the Term.
- 16.4 Assignment. Neither party may assign this Agreement without the other's prior written consent, which will not be unreasonably withheld..
- 16.5 Operating Procedures. Commonwealth agrees to use the Services in accordance with the requirements, and written policies and operating procedures that are provided from time to time by TeleCheck, which may be provided by written or other electronic delivery means.
- 16.6 Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 16.7 Waiver of Jury Trial. TELECHECK AND COMMONWEALTH IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.
- 16.8 Force Majeure. Neither Commonwealth nor TeleCheck will be held responsible for any delays in or failure or suspension of Services caused, directly or indirectly, by (i) power failure; (ii) delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, if applicable; (iii) the nonperformance, delay or error by a third party or in any other third party system, including, without limitation, failures or fluctuations in telecommunications equipment, transmission links or other equipment; (iv) any outbreak or escalation of hostilities, war, riots, terrorism or civil disorders in any country, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation,

earthquake, fire, flood, elements of nature or other acts of God; (v) any act or omission of the other party or any government authority; or (vi) other causes; **all reasonably beyond the control of the impacted party.**

- 16.9 Notices. Except as specifically provided otherwise, all formal notices required or permitted under this Agreement (other than those involving normal operational matters relating to the Services) will be (i) in writing; (ii) sent by registered mail (return receipt requested) or nationally recognized courier (with tracking and delivery confirmation requested); and (iii) will be deemed to have been given on the date shown on the return receipt if sent by registered mail or the date shown on the delivery confirmation if sent by nationally recognized courier. Notice given in any other manner will be effective when actually received.

Notices to Commonwealth will be sent to the following address: _____
_____.

Notices to TeleCheck will be sent to the following address: TeleCheck Services, Inc., Attn: General Manager, 14141 southwest Freeway, Suite 300, Sugar Land, Texas 77478; with an additional copy to: TeleCheck Services, Inc., Attn: Legal Counsel, 14141 southwest Freeway, Suite 300, Sugar Land, Texas 77478.

- 16.10 Headings. The headings contained in this Agreement are for reference only.
- 16.11 Severability. Any provision of this Agreement that is determined to be illegal, invalid or unenforceable will be void; and the remainder of this Agreement will continue in full force and effect. The parties will substitute a valid provision approximating the intent and economic effect of any invalidated provision.
- 16.12 Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between TeleCheck and Commonwealth, and supersedes all prior agreements, written or oral, between the parties related to the Services. This Agreement includes and incorporates all attached addenda, schedules or exhibits. Except as specifically provided otherwise in this Agreement, any amendment to this Agreement must be in writing and signed by TeleCheck and Commonwealth. The words "including", "include" and "includes" will each be deemed to be followed by the term "without limitation". No delay or single, partial, failure, abandonment or discontinuance of either party to exercise any right, power or privilege under this Agreement will affect such right, power or privilege. The parties' rights and remedies under this Agreement are cumulative and not exclusive. This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. Facsimile, electronic or other copies of the executed Agreement are valid and effective.
- 16.13 Survival of Obligations. The rights and obligations of the parties that would be intended to survive by their nature or context will survive expiration or termination of this Agreement.
- 16.14 Audit. Both parties agree to cooperate and provide each other with information concerning their respective compliance with the terms of this Agreement as reasonably requested by the other party, including the Originating Depository Financial Institution under the NACHA Rules having the right to audit Commonwealth's compliance with this Agreement and the NACHA Rules. Audit requests related to the foregoing will be made in writing, upon reasonable notice, and will be conducted during normal business hours and at the expense of the party requesting the audit.

EXECUTED:

TELECHECK SERVICES, INC.

By: _____
Name: _____
Title: _____

**TRANSARMORSM SERVICE ADDENDUM TO
MERCHANT PROCESSING AGREEMENT (“MPA”)**

The TransArmorSM service (“TransArmor Service” as defined below) is provided to the Commonwealth of Pennsylvania (“Commonwealth”) this _____ day of _____, 20____ by First Data Merchant Services LLC d/b/a Santander Merchant Services (“PROVIDER”) and not Bank. Bank is not a party to this TransArmor Service Addendum to the MPA (“Addendum”) insofar as it applies to the TransArmor Service, and Bank is not liable to the Commonwealth in any way with respect to such services. For the purposes of this Addendum, the words “we”, “our” and “us” refer only to the PROVIDER and not the Bank.

The TransArmor Service provided, transactions processed and other matters contemplated under this Addendum are subject to RFP 6100033736 (RFP) and MPA, as applicable. If any inconsistencies, conflicts, or discrepancies should arise between this Addendum, the RFP, and the MPA, the order of precedence shall be: the Final Negotiated Terms and Conditions, Parts I-IV of the RFP, the Transarmor Service Addendum, and the MPA Terms & Conditions.

PROVIDER responded to a Request For Proposal from the Commonwealth and the Commonwealth selected FDMS to provide certain merchant acquiring and related services as described in the RFP, which included the TransArmor® Services as further defined herein.

1. Definitions. Capitalized terms used and defined herein shall have the meanings given to such terms as set forth in this Addendum. If not defined herein, capitalized terms shall have the meanings given to such terms in the MPA.

“Legacy Data Conversion” means that process by which historical information containing primary account numbers (PAN) from transactions completed by the Commonwealth prior to implementation of TransArmor will be delivered to PROVIDER by the Commonwealth and converted to information containing a Token.

“Registered PAN” is defined as the process of creating a Commonwealth specific Token for a PAN.

Multi-Pay Token” shall mean the Commonwealth’s specific alpha-numeric value that is: (i) randomly generated when a Card number is requested to be registered by the Commonwealth as the Commonwealth’s specific Token upon receipt of Cardholder approval to register the Card number; (ii) becomes associated with the Commonwealth and the Card within PROVIDER and its Affiliates’ systems; (iii) can be stored by the Commonwealth in the Commonwealth’s systems in lieu of the Card number to represent the Card number; (iv) can be used to initiate a Transaction submitted by the Commonwealth that registered the Token for authorization processing for Cardholder initiated or recurring payments; (v) may be retrieved by the Commonwealth within its systems in connection with processing future Transactions involving the same Card number or Registered Token when submitted by the Commonwealth for authorization processing; and (vi) is returned to the Commonwealth from PROVIDER or its Affiliates’ systems as part of the Register PAN response and/or authorization response.

“Token” means an alpha-numeric value that: (i) is randomly generated when a Card number used in a Transaction is initially submitted by the Commonwealth for authorization processing; (ii) becomes associated with the Card within PROVIDER and its Affiliates’ systems; (iii) may not be retrieved by PROVIDER or its Affiliates within their systems in connection with processing future Transactions involving the same Card number when submitted by the Commonwealth for authorization processing; and (iv) is returned to the Commonwealth from PROVIDER or its Affiliates’ systems as part of the authorization response.

“Token Request” shall mean the Commonwealth’s ability to obtain a Multi-Pay Token for credit card information only without an immediate authorization required which permits the Commonwealth to store a Multi-Pay Token for future transactions involving its customer.

“TransArmor Service” means those services described in Section 3 and may be either TransArmor VeriFone Edition Service or TransArmor Base Service as selected by the Commonwealth in Section 3.

2. Grant of License. PROVIDER grants to the Commonwealth a non-transferable, non-assignable, non-exclusive, revocable sub-license during the term of this Addendum to use the TransArmor Service and the TransArmor Service Marks in accordance with this Addendum, including without limitation the TransArmor Rules and Procedures. Any rights with respect to the TransArmor Service not expressly granted by PROVIDER in this Addendum are deemed withheld.

3. Services. The TransArmor Service applies only to Card transactions sent from the Commonwealth to PROVIDER for authorization and interchange settlement pursuant to the MPA, and specifically excludes electronic check transactions, STAR contactless transactions read in contactless mode, Wright Express Transactions, Voyager Transactions, and other Card types that are not capable of being Tokenized. PROVIDER and the Commonwealth may agree to include additional transaction types in the TransArmor Service when made available by PROVIDER. PROVIDER will provide an encryption key or other encryption capability to the Commonwealth to be used to encrypt (make unreadable) Card data during transport of the authorization request from the Commonwealth’s point of sale to PROVIDER’s systems. During the period when the transaction is being transmitted to PROVIDER for authorization processing, card number and full magnetic stripe data (track data and expiration date), will be encrypted. PROVIDER will then generate or retrieve a unique, randomly generated Token or Multi-Pay Token assigned to the Card number that will be returned to the Commonwealth in the authorization response. The Commonwealth acknowledges that should they make the business decision to enter Card data into a point of sale device not capable of supporting the TransArmor Service, any such Card data will not be encrypted during the period when the transaction is being transmitted to PROVIDER for authorization processing. The Commonwealth further acknowledges that unencrypted Card data is not protected in the event it is stolen from Customer and assumes the risk associated with their business decision.

The Commonwealth selects the following TransArmor Service:

- o TransArmor VeriFone Edition. This service option is limited to those customers which have an eligible VeriFone point of sale ("POS") devices and desire the software or hardware based encryption and tokenization to be activated through the VeriFone device.
- o TransArmor Base Service. This service option provides software based encryption and tokenization that is available to all customers to integrate into their POS or the point of sale device, if available.

4. TransArmor Rules & Procedures. The Commonwealth acknowledges that it has received the TransArmor Rules & Procedures (a current version of which is attached hereto as Exhibit I), the terms of which are incorporated into Addendum. The Commonwealth agrees to follow the procedures in the TransArmor Rules & Procedures in connection with the TransArmor Service. From time to time, we may change the TransArmor Rules & Procedures, in whole or in part, and with at least thirty (30) days' prior written notice of the change.

5. Responsibilities of CUSTOMER. The Commonwealth is responsible to comply with the following regarding the Commonwealth's use of the TransArmor Service:

- a. The Commonwealth is required to comply with the Association Rules, including taking all steps required to comply with the Payment Card Industry Data Security Standards (PCI DSS). Use of the TransArmor Service will not, on its own, cause the Commonwealth to be compliant or eliminate CUSTOMER'S obligation to comply with PCI DSS or any other Association Rule. The Commonwealth must demonstrate and maintain current PCI DSS compliance certification. Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC), and if applicable to the Commonwealth's business, ensure passing quarterly network scans performed by an Approved Scan Vendor, all in accordance with Association Rules and PCI DSS.
- b. Use of the TransArmor Service is not a guarantee against an unauthorized breach of the Commonwealth's point of sale systems or any facility where the Commonwealth processes and/or stores transaction data (collectively, "the Commonwealth Systems").
- c. The Commonwealth has no right, title or interest in or to the TransArmor Service, any related software, materials or documentation, or any derivative works thereof, and nothing in this Addendum assigns or transfers any such right, title or interest to the Commonwealth. The Commonwealth shall not take any action inconsistent with the stated title and ownership in this Addendum. The Commonwealth will not file any action, in any forum that challenges the ownership of the TransArmor Service, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Addendum. We have the right to immediately terminate this Addendum and the Commonwealth's access to and use of the TransArmor Service in the event of a challenge by the Commonwealth. No additional rights are granted by implication, estoppel or otherwise.
- d. The Commonwealth will not: (i) distribute, lease, license, sublicense or otherwise disseminate the TransArmor Service or any portion of it to any third party; (ii) modify, enhance, translate, supplement, create derivative works from, reverse engineer, decompile or otherwise reduce to human-readable form the TransArmor Service or any portion of it; or (iii) sell, license or otherwise distribute the TransArmor Service or any portion of it; (iv) make any copies, or permit any copying, of the TransArmor Service or any portion of it; or (v) use any portion of the TransArmor Service as a standalone program or in any way independently from the TransArmor Service. If any portion of the TransArmor Service contains any copyright notice or any other legend denoting the proprietary interest of PROVIDER or any third party, the Commonwealth will not remove, alter, modify, relocate or erase such notice or legend on such item.
- e. The Commonwealth will promptly notify PROVIDER of a breach of any terms of this Addendum.

6. Term; Amendment; Termination. The TransArmor Service being provided under this Addendum is coterminous with the MPA.

Unless prohibited by applicable law, PROVIDER may modify the features and functionality of TransArmor and as necessary this Addendum by providing written notice of such modifications to the Commonwealth. The Commonwealth may choose not to accept the requirements of any such modifications by notifying PROVIDER in writing within thirty (30) days after receiving such notice that the Commonwealth is terminating the TransArmor Service provided under this Addendum.

7. Fees. The Commonwealth shall pay PROVIDER the fees set forth in the Final Negotiated Cost Submittal which is a part of the Agreement for TransArmor Services and associated services.

8. TransArmor Limited Warranty. PROVIDER warrants that the Token or Multi-Pay Token, as applicable, returned to the Commonwealth, as a result of using the TransArmor Service, cannot be used to initiate a financial sale transaction by an unauthorized entity/person outside the Commonwealth Systems. This warranty by PROVIDER is referred to herein as the "Limited Warranty" and is subject to the terms and conditions set forth in this Addendum. To be eligible for the Limited Warranty, the Commonwealth must maintain a processing relationship with PROVIDER and be in compliance with all the terms of the RFP; the MPA, including this Addendum; and any other agreement relating to Transaction Cards eligible for the TransArmor Service; provided that such compliance by the Commonwealth directly or indirectly impacts the security of the Tokens or Multi-Pay Tokens, as applicable. Subject to the terms, conditions and limitations set forth in the MPA, including the limitation of liability provisions, PROVIDER agrees to indemnify and hold the Commonwealth harmless from direct damages, including third party claims, resulting from PROVIDER's breach of the Limited Warranty. The remedies set forth in Paragraph 57 of the Contract Terms and Conditions, and the express remedy for PROVIDER's breach of the Limited Warranty set forth in this paragraph constitutes PROVIDER's entire liability and the Commonwealth's sole and exclusive remedy for PROVIDER's breach of the Limited Warranty. The Limited Warranty is void if (i) the Commonwealth uses the TransArmor Service in a manner not contemplated by, or in violation of, the MPA, including this Addendum, or any other agreement relating to Transaction Cards eligible for the TransArmor Service or (ii) the Commonwealth is grossly negligent or engages in intentional misconduct.

(Signature page follows)

First Data Merchant Services LLC

By: _____

Printed: _____

Title: _____

Date: _____

Exhibit I

TransArmor Rules and Procedures

1. The Commonwealth must ensure that all third parties and software used by the Commonwealth in connection with the Commonwealth's payment card processing are compliant with PCI DSS.
2. The Commonwealth must deploy the TransArmor Service (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout the Commonwealth's Systems including replacing existing Card numbers on the Commonwealth's Systems with Tokens or Multi-Pay Tokens, as applicable. Full Card numbers must never be retained, whether in electronic form or hard copy.
3. The Commonwealth must use the Token or Multi-Pay Token, as applicable, in lieu of the Card number for ALL activities subsequent to receipt of the authorization response associated with the transaction, including without limitation, settlement processing, retrieval processing, chargeback and adjustment processing and transaction reviews.
4. Any point of sale device, gateway and/or value-added reseller used by the Commonwealth in connection with the TransArmor Service must be certified by PROVIDER for use with the TransArmor Service.
5. If the Commonwealth sends batch files containing completed Card transaction information to/from PROVIDER, the Commonwealth must utilize the service provided by PROVIDER to enable such files to contain only Tokens or Multi-Pay Tokens, as applicable, or truncated information.
6. The Commonwealth must utilize truncated report viewing and data extract creation within reporting tools provided by PROVIDER.
7. The Commonwealth will only use the TransArmor Service for the Commonwealth and state participants internal business purposes in a manner consistent with this Agreement.
8. The Commonwealth will use only unaltered version(s) of the TransArmor Service and will not use, operate or combine the TransArmor Service or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with the uses contemplated in this Addendum.
9. The Commonwealth must obtain a Cardholder's written or electronic consent to store a Multi-Pay Token to represent such Cardholder's Card number for future purchases.
10. The Commonwealth must store the Multi-Pay Token in its systems in lieu of the Card number for all Cardholder profile records.
11. The Commonwealth must require Cardholders to log into their Cardholder profile in order to initiate a Transaction with the Registered Token. This login must require two factors authentication, such as a User ID and password.
12. If the Commonwealth ceases a processing relationship, then the Commonwealth must permanently delete all Tokens or Multi-Pay Tokens, as applicable, contemplated under this Addendum from all the Commonwealth systems no later than ninety (90) days after the termination or expiration of the processing relationship.

**TRANSARMORSM SOLUTION SERVICE ADDENDUM TO
MASTER SERVICES AGREEMENT**

This TransArmor Solution Services Addendum to Merchant Processing Application and Agreement ("Addendum") is made and entered into by and between First Data Merchant Services LLC d/b/a Santander Merchant Services ("FDMS") and _____ ("Participating Entity") as of this ____ day of _____, 20____, to amend and supplement that certain Merchant Processing Application (MPA) and Agreement between the FDMS and the Commonwealth of Pennsylvania dated _____ (the "Agreement").

WHEREAS, FDMS responded to a Request For Proposal from the Commonwealth and the Commonwealth selected FDMS to provide certain merchant acquiring and related services as described in the RFP, which included the TransArmor® Solution Services as further defined herein.

WHEREAS, the terms and conditions set forth in this Addendum govern the provision of the TransArmor Solution Services. The TransArmor Solution Services are provided to you by FDMS and not Bank, and Bank is not liable to you in any way with respect to such services. For the purposes of this section, the words "we," "our" and "us" refer only to the FDMS and not the Bank.

The TransArmor Service provided, transactions processed and other matters contemplated under this Addendum are subject to RFP 6100033736 (RFP) and MPA, as applicable. If any inconsistencies, conflicts, or discrepancies should arise between this Addendum, the RFP, and the MPA, the order of precedence shall be: the Final Negotiated Terms and Conditions, Parts I-IV of the RFP, the Transarmor Solution Service Addendum, and the MPA Terms & Conditions.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FDMS and Commonwealth hereby agree as follows:

1. **Defined Terms.** Capitalized terms used and defined herein shall have the meanings given to such terms as set forth in the Agreement and this Addendum. If not defined herein, capitalized terms shall have the meanings given to such terms in the Agreement.

2. **TransArmor Solution Services.** With the exception of Data Protection, the TransArmor Solution Services are available during a calendar year only if you have less than 1 million Visa Card transactions and less than 1 million MasterCard Card transactions in such year and shall include Data Protection Service (Section 4), POS Software Monitor (Section 5), PCI Rapid Comply Service (Section 6), and Liability Waiver (Section 7).

3. **TransArmor Solution Fee.** The fee for access to the TransArmor Solution Services will be as set forth in the Final Negotiated Cost Proposal returned to the Commonwealth and included as part of the Agreement. You understand and agree that the payment of your fees does not affect your compliance responsibilities and obligations associated with your Merchant Account.

4. Data Protection Service Terms and Conditions.

4.1 Data Protection Service provides encryption of card holder data at your payment environment and replaces the data with a token or randomly generated number. The Data Protection Service only applies to Card transactions sent from you to us for authorization and settlement pursuant to the Agreement, and specifically excludes electronic check transactions and certain other types of transactions. We will provide an encryption key to you to be used to encrypt Card data during transport of the authorization request from your point of sale to our systems. During the period when the transaction is being transmitted to us for authorization processing, all historical transaction data, including Card number and full magnetic stripe data (track data and expiration date), will be encrypted. We will then generate or retrieve a unique, randomly generated Token assigned to the Card number that will be returned to you in the authorization response. You have the options below for the Data Protection Service depending on your point of sale device:

- **Data Protection VeriFone ("VF") Edition.** This service option is limited to those merchants which have an eligible VeriFone point of sale ("POS") device and desire the software or hardware based Data Protection to be activated through the VeriFone device.
- **Data Protection Base Service.** This service option provides software based Data Protection that is available to merchants to integrate into their POS or the point of sale device.

4.2. **Eligible Point of Sale Device.** The Data Protection Service can only be used with a point of sale device, gateway and/or VAR that are certified by us as Data Protection eligible. It is your responsibility to ensure that you have eligible equipment in order to use the Data Protection Services. If you are uncertain whether you have eligible equipment, contact a client service representative at 866-359-0978.

4.3. **Grant of License.** Subject to the terms of this Addendum, we grant to you a non-transferable, non-assignable, non-exclusive, revocable sub-license during the term of this Addendum to use the Data Protection Service and the Data Protection Service marks (as identified in the Data Protection Rules and Procedures) in the United States in accordance with this Addendum, including without limitation the Data Protection Rules and Procedures. Upon expiration or termination of the Agreement or this Addendum for any reason, your license shall automatically be revoked. Furthermore, your right to use or access the Data Protection Service shall cease.

4.4. Responsibilities of Participating Entity for Data Protection Service and Data Protection Rules and Procedures. You are responsible to comply with the following regarding your use of the Data Protection Service:

- (a) Use of the Data Protection Service will not, on its own, cause you to be compliant or eliminate your obligations to comply with PCI DSS or any other Association Rule. You must demonstrate and maintain your current PCI DSS compliance certification. Compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC), as applicable, and if applicable to your business, passing quarterly network scans performed by an Approved Scan Vendor, all in accordance with Association Rules and PCI DSS.
- (b) Use of the Data Protection Service is not a guarantee against an unauthorized breach of Participating Entity's Systems.
- (c) You must deploy the Data Protection Service (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout your Participating Entity's Systems including replacing existing Card numbers on your Participating Entity's Systems with Tokens. Full Card numbers must never be retained, whether in electronic form or hard copy.
- (d) You must use the Token in lieu of the Card number for ALL activities subsequent to receipt of the authorization response associated with the transaction, including without limitation, settlement processing, retrieval processing, chargeback and adjustment processing and transaction reviews.
- (e) If you send or receive batch files containing completed Card transaction information to/from us, you must use the service provided by us to enable such files to contain only Tokens or truncated information.
- (f) You must use truncated report viewing and data extract creation within reporting tools provided by us.
- (g) You are required to follow the Data Protection Rules and Procedures set forth in Section 4.4 of this Addendum. We will provide you with advance written notice of any such rules or procedures or changes to such rules or procedures. For the sake of clarity, the Data Protection Rules and Procedures are uniform for all clients utilizing the Data Protection Service. Participating Entity may choose not to accept the requirements of any such rules or procedures by notifying FDMS in writing within thirty (30) days after receiving such notice that Participating Entity is terminating the Data Protection Service.
- (h) You will use only unaltered version(s) of the Data Protection Service and will not use, operate or combine the Data Protection Service or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with the uses contemplated in this Addendum.
- (i) You will promptly notify us of a breach of any these terms.

4.5. Tokenization Limited Warranty. The Limited Warranty is provided by FDMS and is subject to the terms and conditions set forth in this Addendum. To be eligible for the Limited Warranty, you must maintain a processing relationship with us and be in compliance with all the terms of the Agreement, including this Addendum, and any other agreement relating to Cards eligible for the Data Protection Service. Subject to the terms, conditions and limitations set forth in the Agreement including this Addendum, including the limitation of liability provisions, we agree to indemnify and hold you harmless from direct damages, including third party claims, resulting from our breach of the Limited Warranty. The remedies set forth in Paragraph 57 of the Contract Terms and Conditions, and the express remedy for our breach of the Limited Warranty set forth in this paragraph constitutes our entire liability and your sole and exclusive remedy for our breach of the Limited Warranty. The Limited Warranty is void if (i) you use the Data Protection Service in a manner not contemplated by, or in violation of, the Agreement, including this Addendum, or any other agreement relating to Cards eligible for the Data Protection Service or (ii) you are grossly negligent or engage in intentional misconduct.

5. POS Software Monitor Terms and Condition.

5.1 POS Software Monitor provides monitoring, scanning and anti-virus software services for point of sale computer systems. Subject to the terms and conditions of this Addendum, we agree to provide you with the POS Software Monitor. You hereby authorize us or our vendors to begin scanning immediately upon your installation and/or deployment of the Software. The Software can only be used with certain computer operating systems. It is your responsibility to ensure that your computer has the software in order to use the POS Software Monitor.

5.2. License Grant. Subject to the terms of this Addendum, we hereby grant to you a non-exclusive, non-transferable, non-assignable, revocable sub-license during the term of this Addendum to (i) access and use the Software solely for the benefit of you and only for systems owned or licensed by you; (ii) access and use the Software solely for its intended use; and (iii) use all applicable end user documentation.

5.3. Revocation of License. Upon expiration or termination of the Agreement or this Addendum for any reason, your license shall automatically be revoked. Furthermore, your right to use or access the Software shall cease.

5.4. IP & Other Data Retrieval, Transmission and Scanning.

(a) IP/Data Retrieval and Transmission. You hereby grant us or our vendors, the right to retrieve, transmit and monitor, for the intended purpose of the POS Software Monitor, any dynamic or static IP address and other data, including without limitation, policy and system settings, point of sale system type, version, security event logs, or other related information, from any system with the POS Software Monitor loaded, deployed, or otherwise installed. You shall not, in any event or in any manner, impede the retrieval or transmission of such IP addresses or data. You agree that FDMS is not responsible for and you hereby assume full responsibility for all damages and losses, of any nature, for all adverse results caused by your impeding the such retrieval and transmission of the IP addresses and data.

(b) IP Scanning & Log Monitoring. You acknowledge and understand that provisioning of the Software will enable static or dynamic IP addresses associated with the POS Software Monitor to be scanned. You further acknowledge that such IP addresses may be for external network devices which protect the POS Software Monitor host system. You hereby grant us and our vendors (i) the right to access and scan the IP addresses associated with the POS Software Monitor whether they are dynamic or static IP addresses, (ii) the right and authority to gather and transmit system data, including point of sale system information, to us or our vendors, and (iii) the right and authority to collect, transmit and review security event logs from the systems on which the Software is deployed. You further agree to provide us or our vendors reasonable assistance to enable such access and scanning. You understand that your failure to cooperate with the provision of services may significantly impair the POS Software Monitor.

(c) Updates. You acknowledge and understand that the POS Software Monitor, in our sole discretion, can automatically install, download, and/or deploy updated and/or new components ("update process"), which may include a new version of the POS Software Monitor itself. You shall not, in any event or in any manner, impede the update process. You hereby assume full responsibility for all damages and losses, of any nature, for all adverse results caused by your impeding the update process. You agree to defend, indemnify and hold us harmless from any third party claim resulting from your impeding the update process.

(d) Authorized Disclosure. You acknowledge that, in conjunction with providing the Software, we may make certain "pass" or "fail" determinations regarding your online security and the electronic vulnerability of your IP addresses. You hereby authorize us or our vendors to share these "pass/fail" results, point of sale data, and other information collected during the scans to Associations, Payment Card Industry Security Standards Council or any Association sponsor bank.

6. PCI Rapid Comply Service Terms and Conditions. PCI Rapid Comply Service provides access to on-line PCI DSS Self - Assessment Questionnaires (SAQ) to validate PCI data standards. If an internet scan is required to complete the SAQ, you will have access to such scanning services.

6.1. License Grant. Subject to the terms of this Addendum, we hereby grant to you a non-exclusive, non-transferable, non-assignable revocable sub-license to (i) access and use the PCI Rapid Comply Service solely for the benefit of you and only on a single computer or computer network owned or licensed by you, (ii) access and use the PCI Rapid Comply Service solely for its intended use and (iii) use all applicable end user documentation. Upon expiration or termination of the Agreement or this Addendum for any reason, your license shall automatically be revoked. Furthermore, your right to use or access the PCI Rapid Comply Service shall cease.

6.2. Access. You acknowledge and agree that, although you will generally have access to the PCI Rapid Comply Service twenty-four hours per day, seven days per week (except in the event of a force majeure event), access to Participating Entity accounts and certain other services may not be available on a continuous basis and the PCI Rapid Comply Service will be subject to periodic downtime to permit, among other things, hardware and/or software maintenance to take place.

6.3. Data Disposal. From time to time, your account data or information, which is over 180 days old, may be deleted, purged or otherwise disposed. In addition, only a limited amount of your account data or information may be available online. Therefore, you are advised to print and download your account data and information, for record keeping purposes, on a periodic basis. You specifically agree that we are authorized to delete or dispose of your data or information and shall not be responsible for the deletion or disposal of your data or information from the PCI Rapid Comply Service. You assume full responsibility to backup and/or otherwise protect your data against loss, damage or destruction prior to and during all phases of the PCI Rapid Comply Service, and to take appropriate measures to respond to any potential adverse impact of the systems or disruption of service.

6.4. Copyrighted Material. The PCI Rapid Comply Service (including the website), contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, and graphics. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, whether copyrighted, trademarked or proprietary, or otherwise. You may download copyrighted material solely for your own internal use as contemplated under this Addendum. Except as expressly provided by copyright law, any copying, redistribution, or publication must be with the express permission of the owner. In any copying, the redistribution or publication of copyrighted material and any changes to or deletion of author attribution or copyright notice is expressly prohibited.

7. Liability Waiver Terms and Conditions.

7.1 Liability Waiver reduces your risk of liability in the event of a security breach when using the TransArmor Solution Services. It covers Security Event Expenses up to \$100,000 per location per Program Year, and a total aggregate of \$500,000 per Program Year for all of your locations.

7.2 Security Event Expenses. Subject to the limitations, terms and conditions of this Section 7, we agree to waive liability (the "Liability Waiver") that you have to us under the Agreement for Security Event Expenses and Post Event Services Expenses resulting from a Data Security Event first discovered by you or us while this Addendum is in effect. Except for the Liability Waiver for

expenses as specifically set forth in this Addendum, (i) you remain responsible to perform all agreements and obligations under the Agreement and this Addendum including, without limitation, your obligation to comply with data security requirements and (ii) we waive no rights or remedies under your Agreement including, without limitation, our right to suspend the Agreement in the event of a Data Security Event.. All Security Event Expenses and Post Event Services Expenses resulting from the same, continuous, related or repeated event or which arise from the same, related or common nexus of facts will be deemed to arise out of one Data Security Event.

7.3. Maximum Waiver Amount.

(a) The maximum amount of liability that we shall waive under the Agreement for all Security Event Expenses and Post Event Services Expenses arising out of or relating to the your Data Security Events first discovered during any Program Year regardless of the number of such Data Security Events is as follows:

- (1) \$100,000 maximum per each MID (merchant identification number) you have; and
- (2) \$500,000 aggregate maximum for all of your MIDs.

(b) The maximum amount of liability during any Program Year that we will waive under the Agreement for EMV Upgrade Costs is as follows:

- (1) \$10,000 maximum per each MID you have; and
- (2) \$25,000 aggregate maximum for all of your MIDs.

For avoidance of doubt, the limit set forth in this **Section 7.3(b)** is part of and not in addition to the maximums set forth in **Section 7.3(a)**.

7.4. Duties in the Event of a Data Security Breach

(a) You shall contact us immediately and, as directed by us, investigate, perform all remedial events and cooperate fully with us, in the event of a Data Security Event. In all events, you shall not take any action, or fail to take any action, without our prior written consent, which prejudices our rights hereunder.

(b) Under all circumstances, you shall not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense.

7.5. Exclusions

The Liability Waiver hereunder shall not apply to:

(a) Any Security Event Expenses and Post Event Services Expenses arising out of or resulting, directly or indirectly, from any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, if committed by you or your employees, officers, agents or director;

(b) Any Security Event Expenses and Post Event Services Expenses arising out of or resulting from a claim, suit, action or proceeding against you that is brought by or on behalf of any federal, state or local government agency;

(c) Any Data Security Event relating to you which has experienced a prior Data Security Event unless you were later certified as PCI compliant by a qualified security assessor;

(d) Any Data Security Event arising out of your allowing any party (other than its employees or us) to hold or access Cardholder Information;

(e) Any Data Security Event if the Participating Entity: (i) is categorized by any Association as "Level 1" or (ii) processes more than six million (6,000,000) Card transactions during the twelve month period prior to the date this Addendum became effective;

(f) Any expenses, other than Security Event Expenses and Post Event Services Expenses, incurred by you arising out of or resulting, directly or indirectly, from a Data Security Event, including without limitation, expenses incurred to bring you into compliance with the PCI Data Security Standard or any similar security standard;

(g) Any Security Event Expenses and Post Event Services Expenses arising out of or resulting, directly or indirectly, from physical injury, sickness, disease, disability, shock or mental anguish sustained by any person, including without limitation, required care, loss of services or death at any time resulting therefrom;

(h) Any Security Event Expenses and Post Event Services Expenses arising out of or resulting, directly or indirectly, from any of the following:

1. fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused; or
2. strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions;

(i) Any Security Event Expenses, and Post Event Services Expenses arising out of or resulting, directly or indirectly, from the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, or any direction or request to

test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants;

(j) Your failure to comply with this Addendum or the Agreement in connection with a Data Security Event;

(k) Any Data Security Event occurring before the effective date of this Addendum;

(l) Any expenses incurred for, or as a result of, regularly scheduled, recurring or routine security assessments, regulatory examinations, inquiries or compliance activities;

(m) Any fines or assessment levied against you that are not the direct result of a Data Security Event;

(n) Any Data Security Event arising out of any software not within your control; provided, however, this exclusion shall not apply to a Data Security Event arising out of a virus, Trojan horse or other software used by a third party to obtain fraudulent access to data to your computer system or to collect data in transit to or from your computer system; or

(o) Any Data Security Event arising out of a breach in a computer system in which you and other merchants, with no legal relationship to one another, have hosted accounts or share a common database, operating system or software applications.

8. FDMS Technology and IP. All technology used by us or our licensors in connection with performing the TransArmor Solution Services including, software, portals, data processing systems (each of the foregoing, in object code and source code form), report templates, documentation and materials (collectively, "FDMS Technology"), and any of our or our licensor's patents, trademarks, copyrights, trade secrets and other intellectual property ("FDMS IP"), and any derivative works of or modifications to the FDMS Technology or FDMS IP, is the sole and exclusive property of, and is valuable, confidential and proprietary to, FDMS or its licensors. Except as otherwise expressly provided herein, you shall not acquire any rights in any FDMS Technology or IP as a result of receiving the TransArmor Solution Services. You will not file any action, in any forum that challenges the ownership any of the TransArmor Solution Services, FDMS Technology or FDMS IP. Failure to comply with this provision will constitute a material breach of this Addendum. We have the right to immediately terminate your access to and use of the TransArmor Solution Services in the event of a challenge by you. No additional rights are granted by implication, estoppel or otherwise.

9. Data Collection. In the course of providing the TransArmor Solution Services, we may collect information relating to activities on your network (the "Data") including, but not limited to, network configuration, TCP/IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use the Data or aggregations thereof for any reasonable purpose.

10. Service Does Not Guarantee Compliance or Security. You acknowledge and agree that your use of the TransArmor Solution Services does not guarantee your compliance with any of the rules or security standards established by the Associations. You further acknowledge and agree that your use of the TransArmor Solution Services does not guarantee the security of your IP addresses or that your systems are secure from unauthorized access. You are responsible for establishing and maintaining your own security policies and procedures, and for compliance with the Association Rules and security standards, including any obligation to notify an Association and/or us of any suspected breach of your systems or any suspicious transactions or fraudulent activity. You are responsible for any fines or penalties imposed by any Association and any other expenses and liabilities pursuant to the Agreement less only the benefits to which you may be entitled under the Liability Waiver provisions of this Addendum. In the event of a suspected breach of your systems or any suspicious transactions or fraudulent activity, you authorize us to share the details of any questionnaire or compliance report with the Associations, and grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile. You agree and authorize payment for the additional scan. You further agree to cooperate with an investigation into such matter to include complying with the Association and us pursuant to the terms of the Agreement.

In addition to your obligations under the Agreement to comply with all laws, you are solely responsible for monitoring legal developments applicable to the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

11. Scanning Authority; Scanning Obligations. You represent and warrant that you have full right, power, and authority to consent for the TransArmor Solution Services to scan for vulnerabilities the IP address and/or URL and/or domain names identified to us by you for scanning, whether electronically or by any other means, whether during initial enrollment or thereafter. If applicable, you shall obtain all consents and authorizations from any third parties necessary for us or our vendors to perform the TransArmor Solution Services, including, without limitation, third party datacenters, co-locations and hosts. We will not be required to execute agreements with any such third parties. You will be responsible for any third party claim that such access was not authorized. You may use the TransArmor Solution Services and portals only to scan IP addresses, URLs and domain names owned by and registered to you. You understand that your failure to provide a complete list of and complete access to your IP addresses will significantly impair the scanning services and may result in incomplete or inaccurate results. You agree that all TransArmor Solution Services hereunder, including without limitation their functionality and contents, is confidential information, and Commonwealth's use and/or access to the TransArmor Solution Services is subject to the terms of Confidentiality in the Agreement.

12. Scanning Risks. You acknowledge and understand that accessing, retrieving, transmitting, and scanning IP addresses and other data involves inherent risks, including, without limitation, risks related to system or network performance and availability, and data corruption. You assume full responsibility to backup and/or otherwise protect your data on your system against loss, damage or destruction, and to take appropriate measures to respond to any potential adverse impact of the systems or disruption of service

13. Use of TransArmor Solution Services and Portals. Your use of our or our vendors' services, portals, reports, and scanning solution is subject to the following restrictions: (i) TransArmor Solution Services, portals, and reports may only be used for the stated purposes in this Addendum for your internal business purposes in accordance with all applicable laws (including any export control laws); (ii) TransArmor Solution Services and portals utilized for scanning may only scan IP addresses, URLs and domain names owned by and registered to you; and (iii) you shall limit access to the portals to only those employees and/or contractors who have an obligation of confidentiality with you and only to those who have a requirement for such access on a "need to know" basis and you shall be solely responsible for disabling portals accounts for those employees and/or contractors who no longer require access. You shall promptly notify us of any unauthorized use of the TransArmor Solution Services. You shall not (i) decompile, reverse engineer, disassemble, or otherwise derive the source code from any component of the TransArmor Solution Services or portals including the software embedded therein; (ii) modify, enhance, translate, alter, tamper with, upgrade or create derivatives works of the portals, software or documentation; (iii) distribute, lease, license, sell, assign, sublicense or otherwise disseminate or transfer its rights to use any portion of the TransArmor Solution Services to any third party; or (iv) strip out or alter any trademark, service mark, copyright, patent, trade secret, ownership or any other proprietary or intellectual property notices, legends, warnings, markings or indications on or within any component of the portals, software or documentation, or attempt (i), (ii), (iii) and/or (iv) above. You shall notify us immediately if you know, suspect or have reason to know that you or anyone you have granted access to the TransArmor Solution Services violated any provision of this Addendum. Further you agree not to share your personal information (DDA, tax ID, MID, etc.) with a third party so they may gain access to the TransArmor Solution Services.

14. Disclaimers. We do not make and hereby expressly disclaim any representation or warranty (i) that access to the TransArmor Solution Services will be uninterrupted or error free; (ii) that security breaches will not occur with respect to any information communicated through the TransArmor Solution Services, the Internet, or any common carrier communications facility; and (iii) as to the results that may or may not be obtained by you in connection with your use of the TransArmor Solution Services. WE DO NOT MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION (EITHER EXPRESS OR IMPLIED) REGARDING THE MERCHANTABILITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICES PROVIDED UNDER THIS ADDENDUM, AND ALL SUCH WARRANTIES, GUARANTEES AND REPRESENTATIONS ARE HEREBY EXPRESSLY DISCLAIMED. ALL SERVICES PROVIDED UNDER THIS ADDENDUM ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS".

USE OF THE SERVICES DOES NOT GUARANTY TO DETECT EVERY TAMPERING WITH OR MODIFICATION TO YOUR POINT OF SALE SYSTEM BY THIRD PARTIES, OR GUARANTY SECURITY OR PREVENT A SECURITY BREACH OR COMPROMISE. WE MAKE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED THAT PARTICIPATION AND/OR USE OF OUR SERVICES WILL DETECT EVERY VULNERABILITY ON YOUR SYSTEM, IF ANY, OR THAT OUR VULNERABILITY ASSESSMENTS, SUGGESTED SOLUTIONS OR ADVICE WILL BE ERROR-FREE OR COMPLETE. THE PARTICIPATING ENTITY AGREES THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY OR USEFULNESS OF ANY INFORMATION PROVIDED BY US, OR FOR ANY USE OF SUCH INFORMATION.

You acknowledge and agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (i) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (ii) any failure, disruption or malfunction of any of the TransArmor Solution Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (iii) your failed attempts to access the TransArmor Solution Services or to complete transactions via any of the TransArmor Solution Services; (iv) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you; (v) any damages resulting from any delays and/or losses arising in connection with the TransArmor Solution Services provided hereunder; or (vi) any loss of or inability to access data or information stored or generated by TransArmor Solution Services.

15. Termination by FDMS. Our obligations hereunder are subject to our ability to obtain and maintain any and all required governmental licenses, permits or other authorizations, and our ability to comply with any and all laws, regulations, orders and other governmental directives which may be imposed related to the TransArmor Solution Services. Our obligations may also be subject to other licenses currently held by us. Should any license held by us to certain technology or software be terminated or suspended, the corresponding license(s) granted to you hereunder may also be terminated or suspended. Except as set forth herein, the Agreement is hereby ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized officers, all as of the day and year first written above.

Participating Entity

First Data Merchant Services LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEX 1
Defined Terms

“Association Assessment” means a monetary assessment, fee, fine or penalty levied against you or us by an Association as the result of (i) a Data Security Event, as defined below, or (ii) a security assessment conducted as the result of a Data Security Event; the Associational Assessment shall not exceed the maximum monetary assessment, fee, fine or penalty permitted upon the occurrence of a Data Security Event by the applicable rules or agreement in effect as of the inception date of this Addendum for such Association.

“Cardholder Information” means the data contained on a Card, or otherwise provided to Commonwealth, that is required by the Association or us in order to process, approve and/or settle a Card transaction.

“Card Replacement Expenses” means the costs that the we or you are required to be paid by the Association to replace compromised Cards as the result of (i) a Data Security Event or (ii) a security assessment conducted as the result of a Data Security Event.

“Commonwealth Systems” means your point of sale systems or any facility where you process and/or store transaction data.

“Data Security Event” means the actual or suspected unauthorized access to or use of Cardholder Information, arising out of your possession of or access to such Cardholder Information, which has been reported (i) to an Association by you or us or (ii) to you or us by an Association.

“Data Protection Rules and Procedures” means the rules or procedures we may provide to you from time to time related to your use of the Data Protection Service including those set forth in Section 4.4 of this Addendum.

“Data Protection Service” means those services described in Section 4.1.

“EMV Upgrade Costs” means cost to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Card in a manner compliant with PCI Data Security Standards.

“Forensic Audit Expenses” means the costs of a security assessment conducted by a qualified security assessor approved by an Association or PCI Security Standards Council to determine the cause and extent of a Data Security Event.

“Liability Waiver” means those services described in Section 7 of this Addendum.

“Limited Warranty” means FDMS’ warranty that the Token returned to you, as a result of using the Data Protection Service, cannot be used to initiate a financial sale transaction by an unauthorized entity/person outside the Commonwealth Systems.

“Multi-Pay Token” means the option to support businesses that need to submit a financial transaction in a card-not-present situation. These tokens are unique to each merchant that uses them and are stored in place of the PAN. With these tokens, merchants can initiate new or recurring payments within their own environment instead of using the original card number. Multi-Pay Token allows a Token Registration process.

“PAN” means primary account number.

“PCI Rapid Comply Service” means PCI compliance services provided by FDMS utilizing PCI Rapid Comply® that provides access to on-line PCI DSS Self-Assessment Questionnaires (SAQ) to validate PCI data standards.

“Pollutants” means, but are not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis, chemicals and waste. “Waste” includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

“POS” means point of sale.

“POS Software Monitor” means those services described in Section 5.1 of this Addendum.

“Post Event Services Expenses” means reasonable fees and expenses incurred by us or you with our prior written consent, for any service specifically approved by us in writing, including without limitation, identity theft education and assistance and credit file monitoring. Such services must be provided by or on behalf of us or you within one (1) year following discovery of a Data Security Event to a Cardholder whose Cardholder Information is the subject of that Data Security Event for the primary purpose of mitigating the effects of such Data Security Event.

“Program Year” means the period from June 1st through May 31st of each year.

“Registered PAN” means the process of creating a Commonwealth specific Token for a PAN.

“SAQ” means Self-Assessment Questionnaires.

“Security Event Expenses” means Association Assessments, Forensic Audit Expenses and Card Replacement Expenses. Security Event Expenses also includes EMV Upgrade Costs you agree to incur in lieu of an Association Assessment.

“Software” means the POS Software Monitor software application, including all updates, upgrades, new versions, and other enhancements or improvements thereto.

“Token/Tokenization” means a form of data substitution replacing sensitive payment card values with non-sensitive token, or random-number, values. Post-authorization transactions are handled via FDMS’s SafeProxy tokenization technology, which returns a token with the transaction’s authorization to the merchant.

“Token Registration” means a process for a non-financial transaction to request a token to be placed in their payment page or “e-wallet” for future or recurring payments. It is common for eCommerce merchants to ask their Commonwealths to register by providing profile information such as name, address, and phone number to the merchant website before or upon checkout.

“Token Request” means your ability to obtain a Multi-Pay Token for credit card information only without an immediate authorization required which permits you to store a Multi-Pay Token for future transactions involving its Commonwealth.

“TransArmor Solution Services” means the services described in Section 2 of this Addendum.

TASQ Advance Replacement Plan (ARP) Addendum

The Advanced replacement Plan Program ("ARP Program") is a Service provided by TASQ which includes replacement unit coverage associated with equipment failures. The ARP Program is subject to the terms and conditions of RFP 6100033736 (RFP).

ARP Program

Order placement. The ARP Program must be purchased in conjunction with new Products from TASQ only. The ARP Program is effective upon the initial purchase date of the new Product ("Effective Date"). Replacement Product is covered through the initial ARP Program term (commencing on the Effective Date). In addition to providing replacement unit coverage, all freight, parts, materials and labor Fees associated with repairing Products are covered under the ARP Program. Products returned by Client for valid repairs will be done so at no cost to Client and returned to the TASQ owned and managed ARP replacement unit inventory ("TASQ Inventory"). TASQ will provide Client with replacement Product at no cost to Client, for any defective Product which fails prior to use (i.e., out-of-box failure) within thirty (30) days of purchase from TASQ. Replacement Product from the TASQ Inventory will be refurbished Product unless new Product is requested and purchased by Client at its own expense or Client directs TASQ to provide replacement Product from Client Inventory.

The ARP Program is based on the level of coverage selected by Client.

Basic Care: includes Product replacement covered by standard manufacturer warranty.

Returning Equipment for Repair:

The call tag process is a system of retrieving, managing, reporting and accounting for Products sent directly from a Merchant to TASQ on behalf of Client. The call tag Service Fee incorporates three (3) call tag letters sent to one (1) Merchant address with an ARS label.

Regular ground service is used for call tag returns in contiguous United States. Shipments to or from Alaska and Hawaii may incur additional freight Fees. It is the sole responsibility of Client or Client's Merchant to re-package the defective Product (including the accessories, as applicable) using the same shipment container provided with the replacement Product. Fees associated with missing items will be charged to Client based on fair market value, as applicable.

All defective Products must be returned to TASQ within forty-five (45) days of receipt of the replacement Product. TASQ will initiate a call tag (reminder) fifteen (15) days after the replacement Product has been shipped. TASQ will initiate two (2) additional call tags fifteen (15) days apart commencing fifteen (15) days after the replacement Product has been shipped. If Client fails to return such defective Product to TASQ within forty-five (45) days, TASQ will invoice Client for the full-price of the replacement Product.

No-Problem-Found (NPF) Repair Claims:

For each no-problem found claim, TASQ reserves the right to charge Fees based on TASQ's then-current rates, as applicable. A NPF repair claim occurs when: (a) a reported problem or defect cannot be reproduced by a factory technician or, (b) the product performs to specifications within the factory's automated quality assurance testing program. Examples of NPF claims include, but are not limited to, software issues not associated with Product performance.

Equipment Cleaning Requirements:

Client is expected to perform normal cleaning of the product on a regular basis as recommended by the equipment manufacturer. TASQ sells cleaning kits and other general cleaning materials provided by TASQ. To order cleaning kits and other general cleaning materials from TASQ, please call 1-800-827-8297 or visit www.tasq.com.

ARP Program Renewal Policy:

The ARP Program may be renewed by Client for a period of one (1) year under the following conditions: (a) thirty (30) days prior to or within the 30-day grace period subsequent to the expiration of the then-current ARP Program Term, (b) after the thirty (30)- day grace period, the ARP Program may be renewed at the retail price plus a reinstatement Fee as set forth in the Final Negotiated Cost Submittal.

N WITNESS WHEREOF, Customer and TASQ have executed this Addendum. Customer hereby agrees, by signing below, to be bound by terms set forth this ARP Program Addendum (including Exhibit A) and that such terms are made a part of the Agreement.

TASQ Technology Inc.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

ARP PROGRAM SERVICES DESCRIPTION		
Description	Terms	Notes
Arp Program Fee Payment Terms	In Accordance with the Agreement	All ARP Program Fees are due at the time of new Product purchase pursuant to the terms of the Agreement.
Replacement Equipment Orders	Web or Phone in	Arp swap order/replacement requests (a) must be completed and submitted by a TASQ certified level-one or level-two help desk provider prior to a replacement unit being approved for shipment by TASQ and (b) made be made vis TASQ's approved order entry methods including phone in, TASQWeb and TASQ approved websites. Client must provide verification of the purchase of Product (i.e., proof of purchase).
Swap Desk	Included	Limited troubleshooting provided by TASQ on a case-by-case basis, as applicable.
NPF Fee	\$45.00	NPF Fees apply to all ARP Program Products whether replacement Product is provided from the TASQ Inventory or the Client Inventory.
Outbound Shipping	Next Business Day	Included in ARP Program.
Inbound Shipping	Ground	Included in ARP Program.
Equipment Return Period	45 days after receipt of new Product	Initial call tag provided with replacement Product shipment; 2 nd and 3 rd call tags initiated 15 days apart after replacement Product has been shipped. TASQ will invoice Client for the full-price of the unreturned replacement Product after 45 days.
Cut-off Times	5:30 PM ET	All ARP Program orders placed by 5:30 PM ET will ship the same day. Otherwise the order will ship next business day.
Swap Limit	10%	Waived.
Out-of-Box Failure	30 days	TASQ will replace out-of-box failure Product free of charge within 30 days of initial Product purchase.
Accessories	Items to be Returned with Defective Equipment	The following devices must be returned with defective Product for all replacement Product provided from the TASQ inventory. Accessory return is not required for replacement Product provided from the Client inventory (a) Check scanners: power supply, USB cable, Inkjet cartridge (b) Credit Card and Multi lane Equipment. Power Supply and cables
ARP Program Renewal	1-Year renewal terms	The ARP Program may be renewed by Client for a period of 1 year at the pricing set forth below (a) 30 days prior to or within the 30-day grace period subsequent to the expiration of the then-current ARP Program Term or (b) within 30 days after the grace period, the ARP Program may be renewed at the retail price plus any reinstatement Fee as set forth in the Final Negotiated Cost Submittal.
*Note: The ARP Program may not be renewed or reinstated after 60 days from the expiration of the then-current ARP Program Term. Client may continue to renew ARP Program coverage on (a) credit/debit card and multi-lane Products under the above terms unless otherwise determined by TASQ; (b) RDC Products under the above terms up to the announcement of "end of life" (EOL) for Products manufactured by Digital Check or Panini. Once the Digital Check or Panini Product has been declared EOL, TASQ will no longer renew ARP Program coverage for such Product. For Epson scanners, the total maximum amount of ARP coverage is 4 years)i.e., Epson scanners may only be renewed if the total ARP Program coverage provided for the Product is 3 years or less).		

Clover Service Participation Addendum

The CloverSM service ("Clover Service" as defined below) is provided to the Commonwealth of Pennsylvania ("Commonwealth") this _____ day of _____, 20____ by First Data Merchant Services LLC d/b/a Santander Merchant Services ("PROVIDER") and not Bank. Bank is not a party to this Clover Service Participation Addendum to the MPA ("Addendum") insofar as it applies to the Clover Service, and Bank is not liable to the Commonwealth in any way with respect to such services. For the purposes of this Addendum, the words "we", "our" and "us" refer only to the PROVIDER and not the Bank.

PROVIDER responded to RFP 6100033736 ("RFP") from the Commonwealth and the Commonwealth selected Provider to provide certain merchant acquiring and related services as described in the RFP, which included the Clover Services as further defined herein.

The Clover Service provided, transactions processed and other matters contemplated under this Addendum are subject to the RFP and the MPA, as applicable, except to the extent the terms of this Addendum directly conflict with another provision of the RFP or the MPA, in which case the order of precedence shall be: the Final Negotiated Terms and Conditions, Parts I-IV of the RFP, the Clover Service Participation Addendum, and the MPA Terms & Conditions.

1. **Services.** If you elect to utilize the Clover Service, the following additional terms and conditions of this Addendum shall apply.

This Clover Service Participation Addendum (this "**Addendum**") supplements, and is made a part of, the merchant services agreement (the "**Agreement**") you have entered into with Processor and Bank or their respective predecessors. This Addendum governs the provision of the Clover Service (as defined below) to you by Processor. The Clover Service is provided to you by Processor and not Bank. Bank is not a party to this Addendum, and you acknowledge that Bank has no responsibility or liability to you in any way with respect to the Clover Service. For purposes of this Addendum, the words "we," "our" and "us" refer only to Processor and not to Bank.

The Clover Service, transactions processed, and other matters contemplated under this Addendum are subject to the terms and conditions of the Agreement, as applicable, except to the extent the terms of this Addendum directly conflict with another provision of the Agreement, in which case the terms of this Addendum will control.

2. **Definitions.** Capitalized terms used herein have the meanings given to such terms as set forth in this Addendum or as defined elsewhere in the Agreement.

"Clover Marks" means the names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations of Clover Network, Inc., an affiliate of Processor.

"Clover Service" means the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) and any materials, documentation and derivative works released by Processor from time to time. For the avoidance of doubt, the term software in the preceding sentence does not include any software that may be obtained by you separately from the Clover Service (e.g., any applications downloaded by you through an application marketplace). The Clover Service is deemed part of the "Services," as defined in and provided under the Agreement.

"Customer" means a Person who makes a purchase of goods or services from you, for which you use the Clover Service.

"Customer Information" means information about your Customers (e.g., name, mailing address, e-mail address, telephone number) obtained in connection with your use of the Clover Service.

"Device" means a tablet, smartphone, or other mobile or fixed form factor identified by Processor from time to time as compatible with and capable of supporting the Clover Service.

"Third Party Services" means the services, products, promotions or applications provided by someone other than Processor.

3. **License Grant.** During the term of this Addendum, Processor grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign in any way, to access and use the Clover Service for your internal business use solely in the United States to manage your establishment and conduct associated point of sale activities in accordance with this Addendum.

4. **Restrictions.** You shall not and shall not permit any third party to: (a) access or attempt to access the Clover Service (or any part) that is not intended to be available to you; (b) access or use (in any format) the Clover Service (or any part) through any time-sharing service, service bureau, network,

Clover Service Participation Addendum

consortium, or other means; (c) without Clover's written consent, use, ship, or access the Clover Service (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of the Clover Service, prevent access to or use of the Clover Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Clover Service (or any part) except as permitted in this Addendum.

5. **RESERVED.**

6. **Clover Service Requirements and Limitations.**

- 6.1 You may access the Clover Service through your Device using a wired (ethernet) or wireless (wifi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the Clover Service may be subject to: (a) the terms of any agreements you have with your Internet/data provider; and (b) the availability, transmission range and uptime of the services and any wireless equipment provided by your internet/data provider.
- 6.2 You may use the Clover Service to conduct point of sale activities offline. Transactions initiated offline will be queued and submitted for authorization when Internet connectivity to the Clover System is restored. You assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Clover Service is offline.
- 6.3 The Clover Service does not function with every mobile device. Processor may alter which Devices are approved as compatible with the Clover Service in our discretion.
- 6.4 The default version and functionality of Clover software applications that are accessible at the time you acquire a Device may vary.
- 6.5 We may perform maintenance on the Clover Service from time to time which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays or errors except as delineated in the Service Level Agreement. We may contact you in order to assist you with the Clover Service and obtain information needed to identify and fix any errors.
- 6.6 You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Clover Service that are posted on the Clover website or otherwise provided or made available to you (collectively, "**Clover Ops Guide**").

7. **Communicating with Customers through the Clover Service.**

- 7.1 Each of your Customers who desires to receive marketing materials, transaction receipts or other communications from you via text message or email must (a) give his appropriate consent in writing or (b) enter his phone number or email address in the appropriate space on the Device and provide such consent via a check box himself on the Device; you are NOT permitted to add or modify a Customer's consent indication on behalf of your Customer.
- 7.2 You (or your agents acting on your behalf) may only send marketing materials or other communications to a Customer's provided phone number, street address, and/or email address if the Customer has specifically consented by checking (himself) the applicable box displayed on the Device.
- 7.3 NOTWITHSTANDING THE CAPABILITY OF THE CLOVER SERVICE TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT. YOU AGREE THAT (A) YOUR USE OF CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE CLOVER SERVICE MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (B) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND (C) YOU WILL AT ALL TIME STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.
- 7.4 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your Customers through the Clover Service.

8. **Fees.**

- 8.1 **Clover Service Fees.** You shall pay Processor the fees for Clover Service as set forth in the Final Negotiated Cost Submittal..

Clover Equipment Lease: Please refer to your equipment lease agreement with First Data Global Leasing for the fees, terms and conditions of any lease.

- 8.2 **Processing Fees.** Processing fees for transactions processed in connection with the use of the Clover Service are the same as for non-Clover Service transactions, which are set forth in the Final Negotiated Cost Submittal.

9. **Equipment.**

Clover Service Participation Addendum

- 9.1 Except as otherwise stated in this Section 9, the terms in the Agreement pertaining to the purchase or rental of equipment will apply to any Device or other equipment or peripherals compatible with or capable of supporting the Clover Service that you purchase or rent from us (collectively, the “**Clover Equipment**”). Accordingly, the term “Equipment” and the word “terminal” as such term or word is used in the Agreement each means the “Clover Equipment”. The term “Software” as such term is used in the Agreement means only the software, computer programs, related documentation, technology, know-how and processes embodied in the Clover Equipment by a Vendor (e.g., firmware) or provided in connection with the Clover Equipment by a Vendor. For the avoidance of doubt, (a) the term “Software” as that term is used in the Agreement does not include any software that is a part of the Clover Service; and (b) the terms in the “Additional Equipment Information – Purchased Equipment” of the Agreement (if part of your Agreement) do not apply to any Clover Equipment. Your usage rights, restrictions and responsibilities with respect to any software that is a part of the Clover Service are governed by the terms of this Addendum.
- 9.2 None of the warranty terms in the Agreement apply to the Clover Station tablet and receipt printer (collectively, the “**Covered Hardware**”). Instead, we warrant that the Covered Hardware will be free from manufacturer induced defects in materials or workmanship for a one (1) year period beginning on the date of shipment by us or our designee to you for Covered Hardware you purchase or rent from us (in each case, a “Limited Warranty”). We do not warrant that the operation of Covered Hardware will be uninterrupted or error free.
- 9.3 The Limited Warranty does not apply to any software or any peripherals used in connection with the Covered Hardware.
- 9.4 The Limited Warranty does not cover damage to, or accident or misuse of, the Covered Hardware (which may include, but is not limited to: damage resulting from smashed or cracked units or screens; extraneous materials (e.g., cat hair, soil, dust) in the interior of the unit; contact with liquids; missing unit covers; fire damage; melted or burnt units; cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; improper or inadequate maintenance by you (or any of your agents or vendors other than us or our Affiliates); or, other visible damage, or, any other breach by you of the applicable purchase, rental or lease terms for the Covered Hardware. The Limited Warranty also does not apply to defects or damage resulting from your or any third party supplied software, interfacing or supplies; negligence; accident; acts of nature such as flood or lightning damage; loss or damage in transit; improper site preparation by you (or any of your agents or vendors other than us or our Affiliates); failure by you (or any of your agents or vendors other than us or our Affiliates) to follow written instructions on proper use; unauthorized modification or repair, or, normal wear and tear. If the Covered Hardware should otherwise become defective as a result of manufacturer induced defects or workmanship within the Limited Warranty period, we will repair or replace defective equipment covered under the Limited Warranty free of charge with new or refurbished equipment (except that applicable call tag and shipping charges will apply). Please notify and follow Clover’s support center instructions to return defective equipment. Replacement hardware will be warranted for the remainder of the Limited Warranty period. This Limited Warranty is non-transferable by you.
- 9.5 Notwithstanding the Limited Warranty, it may be necessary or desirable for you to upgrade your Covered Hardware or purchase, rent or lease, as applicable, new Clover Equipment from time to time, and you will be charged for any such upgraded or new equipment. If damage or defects are not covered under the Limited Warranty (e.g., no trouble found, no trouble found plus cosmetic refurbishment, repair, replacement, beyond economic repair/scrap), applicable fees will apply.
10. **Term and Termination.** This Addendum becomes effective on the day Processor begins providing the Clover Service to you and shall end when terminated as set forth herein. For the avoidance of doubt, except as set forth below, termination of this Addendum will not terminate the Agreement. This Addendum may be terminated at any time pursuant to the terms of the RFP. This Addendum will terminate automatically upon the termination of the Agreement.
11. **Third Party Services.** The Clover Service may contain links to Third Party Services (e.g., an application marketplace). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the Clover Service). Any access of or content downloaded or otherwise obtained through the use of Third Party Services is downloaded at your own risk. PROCESSOR WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND EXPRESSLY DISCLAIMS ALL LIABILITY RELATED TO ANY THIRD PARTY SERVICES. PROCESSOR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PROVIDER OF A THIRD PARTY SERVICE OR THIRD PARTY SERVICE ADVERTISED OR OFFERED THROUGH THE CLOVER

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SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. PROCESSOR WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES.

12. **Account Registration.** If and when prompted by our registration process to register and create a “Member” or “Merchant” account (“**Account**”), you agree to (a) provide true, accurate, current and complete information about yourself and/or your business, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, we have the right to terminate your Account and refuse any and all current or future use of the Clover Service.

13. **Privacy and Data Use.** All data collected from you at www.clover.com or in connection with your use of the Clover Service, including Customer Information and information about your business and employees used with or stored in or by the Clover Services (collectively, “**Account Data**”), is collected by Clover Network, Inc. and not Processor or Bank; therefore, the use and sharing of such Account Data is controlled by the Clover Network, Inc. Privacy Policy (available at https://www.clover.com/privacy_policy). You acknowledge and agree that we may access your Account Data upon our request to Clover, and our use of your Account Data is governed by the terms set forth in the Agreement.

14. **Protecting Information.**

14.1 You are solely responsible for ensuring that your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Clover Service is kept safe and confidential. You must prevent unauthorized access to and use of any Account Data. You are responsible for all electronic communications you send to us or to any third party (including Clover Network, Inc.) containing Account Data and for all uses of the Clover Service or any software provided or approved by Processor to authenticate access to, and use of, the Clover Service and any software. Processor has the right to rely on user names, password and other signor credentials, access controls for the Clover Service or any software provided or approved by Processor to authenticate access to, and use of, the Clover Service and any software. You must immediately notify us if you become aware of any loss, theft or unauthorized use of any Account Data (see Clover Service support center contact information below). We reserve the right to deny you access to the Clover Service, in whole or in part,

if we believe that any loss, theft or unauthorized use of any Account Data or access information has occurred.

14.2 You may submit comments or ideas about the Clover Service, including, without limitation, about how to improve the Clover Service. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea, (b) your submission will be non-confidential, and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

15. **Accuracy of Information.** You are solely responsible for ensuring the accuracy, quality, integrity, legality and appropriateness of all information and data regarding your business that you provide to us or our service providers in connection with the Clover Service. In addition, if applicable, you are solely responsible for verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to any information or data you provide.

16. **Clover Service Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THE CONTRACT, USE OF THE CLOVER SERVICE IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLOVER SERVICE IS PROVIDED “AS IS” AND PROCESSOR DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE CLOVER SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CLOVER SERVICE IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR DOES NOT INFRINGE THE RIGHTS OF ANY PERSON.

17. **Intellectual Property.**

17.1 All right, title and interest in and to all confidential information and intellectual property related to the Clover Service (including Clover Marks, all software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us at any time or employed by us in connection with the Clover Service, shall be and will remain, as between us and you, our or our affiliates’, vendors’ or licensors’ (as applicable) sole and exclusive property and all right, title

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and interest associated with the Clover Service not expressly granted by us in this Addendum are deemed withheld. You shall not use Clover Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

17.2 You shall not and shall not permit any third party to: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Clover Service, (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Clover Service (or any part) or the Clover Marks; (c) create derivative works of or based on the Clover Service (or any part), or the Clover Marks; (d) except for backup and archival purposes, directly or indirectly copy the Clover Service (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Clover Service (or any part) except as permitted in this Addendum; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Clover Service (or any part) or Clover Marks.

17.3 If we provide you with copies of or access to any software or documentation, unless otherwise expressly stated in writing, that software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the Clover Service and solely for you to access and use the software and documentation to receive the Clover Service for its intended purpose on systems owned or licensed by you.

17.4 You shall not take any action inconsistent with the stated title and ownership in this Section 17. You will not file any action, in any forum that challenges the ownership of any part of the Clover Service, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Addendum. We have the right to immediately terminate this Addendum and your access to and use of the Clover Service in the event of a challenge by you.

18. **Your Obligations.** You shall be responsible for the following:

- a) Your failure to comply with all terms and conditions in this Addendum, including but not limited to the Clover Ops Guide;
- b) Your use of any Customer Information obtained in connection with your use of the Clover Service;
- c) The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or email address collected through the use of the Clover Service; or

d) Any other party's access and/or use of the Clover Service with your user names, password, or any other sign on credentials/access controls for the Clover Service or any software provided by or approved by us to authenticate access to, and use of, the Clover Service and any software.

19. **Notices.** We may provide notices and other information regarding the Clover Service to you via the method(s) described in the Agreement or in Section 20 set forth below.

20. **Consent to Electronic Communication.**

20.1 You agree that Processor, its affiliates and its third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not be contacted for solicitation purposes.

20.2 You consent to receiving commercial electronic messages, including e-mail messages, SMS and text messages, and telephone calls, from Processor, its affiliates and its third party sales contractors and/or agents.

21. **Amendment.** We have the right to change or add to the terms of this Addendum at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Clover Service with notice provided to you as set forth in the "Notices" section of this Addendum. Any use of the Clover Service after our publication of any such changes shall constitute your acceptance of this Addendum as modified.

22. **Third Party Beneficiaries.** Processor's affiliates and any Persons Processor uses in providing the Clover Service are intended third party beneficiaries of this Addendum, and each of them may enforce its provisions as if it was a party hereto. Except as expressly in this provided in this Addendum, nothing in this Addendum is intended to confer upon any Persons any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Addendum.

23. **Ratification.** The terms of this Addendum shall serve to supplement the terms of your Agreement. Nothing contained herein alters any existing contractual obligations. Except as expressly set forth herein, the Agreement is hereby ratified in all respects and shall remain in full force and effect.

Clover Service Participation Addendum

BY SIGNING BELOW, YOU ARE ELECTING TO RECEIVE THE CLOVER SERVICE, AGREEING TO THE TERMS AND CONDITIONS IN THIS ADDENDUM AND ACKNOWLEDGING PROCESSOR'S ACCEPTANCE OF THIS ADDENDUM. IF YOU SIGN USING AN ELECTRONIC SIGNATURE PROCESS, THAT SIGNATURE REFLECTS YOUR AGREEMENT TO BE BOUND TO THE TERMS AND CONDITIONS IN THIS ADDENDUM.

CLIENT:

PROCESSOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



First Data Global Leasing
 4000 Coral Ridge Drive
 Coral Springs, FL 33065
 1- (877) 257-2094

EQUIPMENT LEASE ADDENDUM

Merchant ID

Sales Rep. Name

Sales ID

MERCHANT INFORMATION

Corporate Business Name _____ DBA Name _____

Business Address _____ City _____ County _____ State _____ Zip Code _____ Business Phone Number _____

Corporation Partnership Proprietorship Non-Profit

Business Type _____ Tax ID# _____ Years in Business _____

Billing Address (if different than above) _____ City _____ State _____ Zip Code _____

Bank Name _____ Routing Number _____ Account Number _____ (Provide copy of Void Check)

DESCRIPTION OF LEASED EQUIPMENT

Equipment Type	Quantity	Unit price w/o tax	Equipment Type	Quantity	Unit price w/o tax
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____

SCHEDULE OF PAYMENTS

Lease Term: _____ mos.

Total Monthly Lease Charge: \$ _____

(w/o taxes, late fees, or other charges that may apply)

Total Cost To Lease: \$ _____

(without tax)

Approx. Date of First ACH Payment: _____

Approx. Amount of First ACH Payment: \$ _____

Option to purchase: If you wish to buyout the equipment, please contact 1-877-257-2094 to obtain the cost.

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

We responded to RFP 6100033736 ("RFP") from the Commonwealth and the Commonwealth selected us to provide certain merchant acquiring and related services as described in the RFP, which included the Clover Services as further defined herein.

The Equipment provided under this Addendum are subject to the RFP and the MPA, as applicable, except to the extent the terms of this Addendum directly conflict with another provision of the RFP or the MPA, in which case the order of precedence shall be: the Final Negotiated Terms and Conditions, Parts I-IV of the RFP, the Addendum, the MPA Terms and Conditions, and the Proposal.

1. Effective Date, Term and Interim Rent.

- a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.
- b) Term: The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON-CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.
- d) You agree to pay an Interim Lease Payment in the amount of one-thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.

2. Authorization. Reserved.

3. Default; Remedies.

- a) If you otherwise fail to pay us any amounts due hereunder within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the Breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the remedies set forth below, individually or collectively. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement.

- b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as ninety-five (95%) of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment.

- 4. Return or Purchase of Equipment at End of Lease Period. Upon the completion of your Lease Term the Agreement shall continue on a month-to-month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten-percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month-to-month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month-to-month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month-to-month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least thirty (30) days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If this Agreement is terminated pursuant

LEASE ACCEPTANCE

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. **BY SIGNING BELOW, YOU ARE AGREEING TO THE TERMS AND CONDITIONS IN THIS AGREEMENT AND ACKNOWLEDGING PROCESSOR'S ACCEPTANCE OF THIS AGREEMENT. IF YOU SIGN USING AN ELECTRONIC SIGNATURE PROCESS, THAT SIGNATURE REFLECTS YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT.**

X

 Lessee Signature _____ Title _____ Print Name _____ Date _____

42FD0333 ADDITIONAL TERMS ON PAGE 2. RSA Lease Agr1901(ia)

to paragraph 3 due to a default, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** Reserved.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. Such Equipment may include Clover™ branded devices used in connection with the Clover devices ("Clover Devices") or other equipment or peripherals compatible with Clover Devices (e.g. receipt printers or cash drawers).

b) For the avoidance of doubt, each Clover Device includes (i) operating software and (ii) the then-current, Clover standard object code version of software resident on or accessible through a Clover Device at the time we provide you with the Clover Device ("Clover Software"), but Clover Software does not include any software that may be obtained by you separately from using the Clover Device (e.g., from the Clover™ App Market).

c) We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose..

d) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties.**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.

b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.

c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, First Data Merchant Services LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.** Reserved.

11. **Use and Return of Equipment; Insurance.**

a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted in the preceding sentence will delay our receipt of the return and possibly result in you being charged \$100. If returned Equipment shows excessive wear and tear or is not in good operating condition (in each case, as determined by us in our reasonable discretion), you will be charged our cost to restore such Equipment to normal or good operating condition, as applicable.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment ("FD Software") other than computer software, related documentation, technology, know-how and processes owned or licensed by the manufacturer of the Equipment ("Manufacturer Software"). Manufacturer Software together with the FD Software is collectively referred to as "Software". You shall have only a nonexclusive license to use the Software in your operation of the Equipment. Notwithstanding the foregoing, ownership and copyright right interest in and to the Clover Software and your license to use the Clover Software and the Clover services is described in and governed by the terms of your MPA or in a separate agreement.

15. **Indemnification.** You are responsible for (and we are not) any and all losses, liabilities, damages and expenses, resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent or assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.

17. **Compliance with Internal Revenue Code**

1. **Tax Exempt Financing.** If the Commonwealth intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. **Governmental status.** Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

18. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1-877-257-2094.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

Participation Addendum

THIS PARTICIPATION ADDENDUM is made by and between First Data Merchant Services LLC, d/b/a Santander Merchant Services and Santander Bank ("Provider") and _____ ("COSTARS Member") this ___ day of _____, 20__.

WHEREAS, Provider responded to a Request For Proposal from the Commonwealth of the State of Pennsylvania and the Commonwealth selected Provider to provide certain merchant acquiring and related services as described in the RFP ("Services");

WHEREAS, Provider and the Commonwealth entered into an agreement dated the ___ day of August, 2016 ("Agreement");

WHEREAS, the Agreement provided that certain COSTARS Members could elect to receive the Services on the same terms and conditions offered by Provider in accordance with the Agreement;

WHEREAS, COSTARS Member desires to receive Services from Provider in accordance with the Agreement and this Participation Addendum.

WHEREAS, COSTARS Member and Provider desire to set forth their agreement in writing.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows;

1. **Definitions.** The capitalized terms used in this Participation Addendum shall have the same definition as provided in the Agreement unless expressly stated herein. COSTARS Member represents that it has received from the Commonwealth and understands the terms of the Agreement and all addenda.
2. **Agreement.** COSTARS Member will provide such financial information as is required to Provider to enable Provider to determine whether to provide Services to COSTARS Member. Upon Provider's acceptance and execution of this Participation Addendum, Provider agrees to provide Services to COSTARS Member. COSTARS Member shall be considered the Commonwealth for all purposes under the Agreement as it relates to the Services that Provider provides to COSTARS Member under this Participation Addendum and shall comply with the obligations of the Commonwealth under the Agreement and any addenda.
3. **Miscellaneous Information.** COSTARS Member agrees to provide Provider any and all information on COSTARS Member's proposed clients to enable Provider to provide the Services.
4. **Authority.** Provider and COSTARS Member each represent and warrant: (i) they have corporate authority to execute this Participation Addendum; and (ii) this Participation Addendum creates valid, legal and binding obligations that are enforceable against the parties.
5. **Counterparts.** This Participation Addendum may be executed in any number of counterparts, each of which is deemed an original and all of which constitute one and the same instrument.

Facsimile, electronic or other copies of the executed Participation Addendum are effective as an original.

Intending to be bound, the parties execute this Participation Addendum effective as of the date above.

First Data Merchant Services LLC

COSTARS Member

By: _____

By: _____

Name and Title

Name and Title

ADVANCE REPLACEMENT WARRANTY (ARP)

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.

Manufacturer Warranty is 1 year.

Note: ARP is for purchased hardware; warranty language for leased equipment is found in the Equipment Lease Agreement

Part Number	Hardware Brand	Description	ARP Program	1 Year Beyond Mfg Warranty	2 Years Beyond Mfg Warranty	3 Years Beyond Mfg Warranty	4 Years Beyond Mfg Warranty	Comments	Addendum Required Cross Reference
N-TS240-50IJE	Digital Check	DIGITAL CHECK TS240-50, ENERGYSTAR ENHANCED, WITH INK JET 153000-72	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-30-100	Epson	CAPTURE ONE 30-100, CAP1 30-100, A41A266111	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-CAP1-SINGLE	Epson	EPSON CAP ONE SINGLE SCANR (1 POCKET) C130A41A266511	RDC	n/a	\$135.00	\$199.00	n/a	ARP minimum term 2 years	TASQ Advanced Replacement Plan (ARP) Addendum
N-MINIM3800	MagTek Inc	MINIMICR 3800 (22522003)	RDC	\$69.00	\$135.00	\$199.00	n/a		TASQ Advanced Replacement Plan (ARP) Addendum
LTR-GEN-SWAP	First Data	SWAP Fee for ARP program. When Total number of Product replacements for all Client installations utilizing the ARP Program exceeds 10% of the total number of units installed in all Client locations on an annual basis.	n/a	waived	waived	waived	waived		TASQ Advanced Replacement Plan (ARP) Addendum

OFFLINE BAFO COST SUBMITTAL

Overview

The Cost Submittal Worksheets contained in this workbook shall constitute the Offline Best and Final Offer (BAFO) Cost Submittal and is due via email to Jennifer Habowski (jhabowski@pa.gov) by the date and time outlined in the Reverse Auction Package.

Offerors must complete ALL HIGHLIGHTED SPACES shown on the OFFLINE BAFO COST SUBMITTAL OVERVIEW and COST WORKSHEETS (Tabs 2-10).

The selected Offeror will only be reimbursed for the charges as outlined in the Offline BAFO Cost Submittal (Attachment B) and for items acquired by the Commonwealth through the Selected Offeror's Product List (Tab 10). **The pricing in the Offline BAFO Cost Submittal submitted to DGS must be consistent with the Offeror's BAFO Price submitted during the live online auction.**

****Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.****

Cost Formulation: Projected Totals

For purposes of this cost proposal, the following table presents a projection of estimated credit card volumes for Unbundled, Bundled and Non-Bank Card Costs. These projections reflect the Commonwealth's best estimate of future volumes and are based on existing applications or applications under development. No consideration is given for potential future applications. The following projected information is provided for the Offeror's use in developing its costs under this proposal and should NOT be considered a guarantee of actual transactions or dollar amounts over the life of the Contract.

OFFLINE BAFO COST SUBMITTAL

**PROJECTED FULL SERVICE PROCESSING
FOR THE FIVE YEAR PERIOD: 2017 TO 2021
(Transaction Volumes in Thousandths)**

	<u>Year 2017</u>	<u>Year 2018</u>	<u>Year 2019</u>	<u>Year 2020</u>	<u>Year 2021</u>
1. PLCB MC/VISA					
Transaction Volume:	15,319.00	16,238.00	17,212.00	18,244.00	19,339.00
Dollar Volume:	\$ 699,014.00	\$ 740,955.00	\$ 785,412.00	\$ 832,537.00	\$ 882,489.00
2. COPA MC/VISA/DIS					
Transaction Volume:	6,549.00	6,942.00	7,358.00	7,800.00	8,268.00
Dollar Volume:	\$ 309,173.00	\$ 327,723.00	\$ 347,386.00	\$ 368,229.00	\$ 390,323.00
3. PLCB DIS					
Transaction Volume:	1,228.00	1,302.00	1,380.00	1,463.00	1,551.00
Dollar Volume:	\$ 52,372.00	\$ 55,514.00	\$ 58,845.00	\$ 62,376.00	\$ 66,119.00
4. PLCB AMEX					
Transaction Volume:	1,959.00	2,077.00	2,202.00	2,467.00	2,615.00
Dollar Volume:	\$ 218,014.00	\$ 231,095.00	\$ 244,961.00	\$ 259,659.00	\$ 275,239.00
5. COPA AMEX					
Transaction Volume:	426.00	451.00	478.00	506.00	536.00
Dollar Volume:	\$ 33,291.00	\$ 35,291.00	\$ 37,405.00	\$ 39,649.00	\$ 42,028.00
6. PLCB Debit Card					
Transaction Volume:	20,799.00	22,047.00	23,370.00	24,772.00	26,258.00
Dollar Volume:	\$ 632,678.00	\$ 670,639.00	\$ 710,877.00	\$ 753,530.00	\$ 798,742.00
7. COPA Debit Card					
Transaction Volume:	-	-	-	-	-
Dollar Volume:	\$ 4.00	\$ 4.00	\$ 4.00	\$ 5.00	\$ 5.00

OFFLINE BAFO COST SUBMITTAL

Cost Submittal Worksheets (Tabs 3 - 10)

1. Offerors must enter a single rate or % (as applicable) into each of the highlighted fields on Tabs 3 - 6. The numerical rate or % (as applicable) entered must account for all costs for processing a transaction. If a cost does not apply, enter "0". DO NOT leave any highlighted fields blank, or the proposal may be rejected.
2. On Tabs 7-9, Offerors must enter into the highlighted fields any additional Gateway Fees, Merchant Account fees, and ACH fees not included in any fees previously identified in this cost submittal. Gateway fees must be a past-thru cost.
3. As part of the Offline BAFO Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth (Tab 10). The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format.

Evaluated Costs

For evaluation purposes, Offerors must indicate pricing in the form of the transaction fee (\$ per transaction) based upon the annual volume of transactions for each type of transaction as indicated in the Cost Submittal Worksheets. The cost submittal will be evaluated as follows:

The Commonwealth will score the Cost submittals based upon costs set forth in 3. Unbundled Rate, 4. On-line Debit Card Costs, 5. Non-Bank Card Costs, 7. Gateway Fees and 8. Merchant Account Fees

Cost will be calculated pursuant to the formulas contained in the attached spreadsheets. The spreadsheets will calculate cost by applying the \$ per transaction fee and gateway fee (as appropriate) to the projected volume of transactions over the initial five years of the contract. The spreadsheet will also calculate the estimated monthly Merchant Account Fees over the initial term of the contract. These costs will be automatically calculated in the attached spreadsheets and the Group Total cost will automatically populate into the Cost Summary. Where the formulas in the spreadsheets and this written description may differ, the formulas in the spreadsheet take precedence.

Non-Evaluated Costs

The following services will not be included as a part of the cost evaluation; however, Offerors must enter a cost for these service/products.

1. Bundled Rates
2. ACH Fees
3. Product List

OFFLINE BAFO COST SUBMITTAL

Additional Notes

- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- Do not include any reiteration of the technical proposal in the revised cost submittal.
- Do **not** modify the revised cost submittal in any way .
- Do not make assumptions in the revised cost submittal or your proposal may be rejected.

**FINAL NEGOTIATED COST SUBMITTAL OVERVIEW
RFP 6100033736**

OFFEROR NAME		CONTACT PERSON	
Santander Merchant Services		Dan McCurdy	
OFFEROR ADDRESS		EMAIL ADDRESS	
5565 Glenridge Connector NE		Daniel.mccurdy@firstdata.com	
Atlanta, Georgia 30342		PHONE NUMBER	FAX NUMBER
		717-576-7200	n/a
		VENDOR NUMBER	FEDERAL ID OR SSN
		n/a	59-2126793

COST SUMMARY

Unbundled Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Unbundled Dial Up	0.0390	6,549,000	255,143.70
2017	Unbundled Leased	0.0090	15,319,000	137,245.76
2018	Unbundled Dial Up	0.0390	6,942,000	270,454.66
2018	Unbundled Leased	0.0090	16,238,000	145,479.25
2019	Unbundled Dial Up	0.0390	7,358,000	286,661.69
2019	Unbundled Leased	0.0090	17,212,000	154,205.50
2020	Unbundled Dial Up	0.0390	7,800,000	303,881.65
2020	Unbundled Leased	0.0090	18,244,000	163,451.38
2021	Unbundled Dial Up	0.0390	8,268,000	322,114.54
2021	Unbundled Leased	0.0090	19,339,000	173,261.68
Estimated Unbundled Rate for 5 years				2,211,899.81

***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

Debit Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Online Debit Dial up	0.0090	-	-
2017	Online Debit Leased	0.0090	20,799,000	186,342.10
2018	Online Debit Dial up	0.0090	-	-
2018	Online Debit Leased	0.0090	22,047,000	197,523.16
2019	Online Debit Dialup	0.0090	-	-
2019	Online Debit Leased	0.0090	23,370,000	209,376.16
2020	Online Debit Dialup	0.0090	-	-
2020	Online Debit Leased	0.0090	24,772,000	221,936.94
2021	Online Debit Dialup	0.0090	-	-
2021	Online Debit Leased	0.0090	26,258,000	235,250.29
Estimated Debit Rate for 5 years				1,050,428.65

Non-Bank Card Rate

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Non-Bank Dial up	0.0090	426,000	3,816.61
2017	Non-Bank Leased	0.0090	3,187,000	28,552.92
2018	Non-Bank Dial up	0.0090	451,000	4,040.59
2018	Non-Bank Leased	0.0090	3,379,000	30,273.09
2019	Non-Bank Dial up	0.0090	478,000	4,282.49
2019	Non-Bank Leased	0.0090	3,582,000	32,091.80
2020	Non-Bank Dial up	0.0090	506,000	4,533.35
2020	Non-Bank Leased	0.0090	3,930,000	35,209.60
2021	Non-Bank Dial up	0.0090	536,000	4,802.12
2021	Non-Bank Leased	0.0090	4,166,000	37,323.97
Estimated Non-Bank Card Rate for 5 years				184,926.54

Monthly Merchant Account Fee

Year	Rate Type	Rate	Projected Volume	Extended Price
2017	Monthly Account Fee	239.400	75	17,955.00
2018	Monthly Account Fee	239.400	80	19,152.00
2019	Monthly Account Fee	239.400	85	20,349.00
2020	Monthly Account Fee	239.400	90	21,546.00
2021	Monthly Account Fee	239.400	95	22,743.00
Estimated Monthly Merchant Account Fees for 5 years				101,745.00

Group Total to be Evaluated for the Initial Term of the Contract - 5 Years	\$ 3,549,000.00
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***Any figures presented in the RFP are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

A. **Unbundled Rate.** Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for the unbundled rate. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 1&2 (PLCB MC/VISA and COPA MC/VISA/DIS) as outlined on Tab 1. Instructions.

Annual Volume of Transactions for Visa/MasterCard / Discover* / Offline Debit Cards *Does not include PLCB Discover processing		UNBUNDLED TRANSACTION FEE																														
		Transaction Fee for each Visa, MasterCard, Discover*, Offline Debit Card Transaction (\$ per transaction)																														
		Year 1					Year 2					Year 3					Year 4					Year 5										
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost			
0	-	5,000,000	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93
5,000,001	-	10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85
10,000,001	-	11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04
11,000,001	-	12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22
12,000,001	-	13,000,000	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41
13,000,001	-	14,000,000	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59
14,000,001	-	15,000,000	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78
15,000,001	-	16,000,000	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96
16,000,001	-	17,000,000	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15
17,000,001	-	18,000,000	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34
18,000,001	-	19,000,000	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52
19,000,001	-	20,000,000	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71
20,000,001	-	21,000,000	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89
21,000,001	-	22,000,000	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08
22,000,001	-	23,000,000	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26
23,000,001	-	24,000,000	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45
24,000,001	-	25,000,000	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63
25,000,001	-	26,000,000	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82
26,000,001	-	27,000,000	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00
27,000,001	-	28,000,000	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19
28,000,001	-	29,000,000	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37
29,000,001	-	30,000,000	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56
					3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75
					Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs. **

FINAL NEGOTIATED COST SUBMITTAL

B. On-line Debit Card Costs. Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Online Debit Card transactions. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 6 & 7 (PLCB Debit Card and COPA Debit Card transactions) as outlined on Tab 1. Instructions.

ANNUAL VOLUME OF TRANSACTIONS FOR ONLINE DEBIT CARDS		ONLINE DEBIT TRANSACTIONS																								
		Transaction Fee for Online Debit Card Transactions (\$ per transaction)																								
		Year 2						Year 3						Year 4						Year 5						
Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost			
0 - 5,000,000	\$0.00896	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93
5,000,001 - 10,000,000	\$0.00896	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85
10,000,001 - 11,000,000	\$0.00896	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04
11,000,001 - 12,000,000	\$0.00896	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22
12,000,001 - 13,000,000	\$0.00896	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41	\$0.00896	0.00%	116,469.41
13,000,001 - 14,000,000	\$0.00896	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59	\$0.00896	0.00%	125,428.59
14,000,001 - 15,000,000	\$0.00896	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78	\$0.00896	0.00%	134,387.78
15,000,001 - 16,000,000	\$0.00896	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96	\$0.00896	0.00%	143,346.96
16,000,001 - 17,000,000	\$0.00896	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15	\$0.00896	0.00%	152,306.15
17,000,001 - 18,000,000	\$0.00896	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34	\$0.00896	0.00%	161,265.34
18,000,001 - 19,000,000	\$0.00896	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52	\$0.00896	0.00%	170,224.52
19,000,001 - 20,000,000	\$0.00896	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71	\$0.00896	0.00%	179,183.71
20,000,001 - 21,000,000	\$0.00896	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89	\$0.00896	0.00%	188,142.89
21,000,001 - 22,000,000	\$0.00896	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08	\$0.00896	0.00%	197,102.08
22,000,001 - 23,000,000	\$0.00896	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26	\$0.00896	0.00%	206,061.26
23,000,001 - 24,000,000	\$0.00896	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45	\$0.00896	0.00%	215,020.45
24,000,001 - 25,000,000	\$0.00896	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63	\$0.00896	0.00%	223,979.63
25,000,001 - 26,000,000	\$0.00896	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82	\$0.00896	0.00%	232,938.82
26,000,001 - 27,000,000	\$0.00896	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00	\$0.00896	0.00%	241,898.00
27,000,001 - 28,000,000	\$0.00896	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19	\$0.00896	0.00%	250,857.19
28,000,001 - 29,000,000	\$0.00896	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37	\$0.00896	0.00%	259,816.37
29,000,001 - 30,000,000	\$0.00896	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56	\$0.00896	0.00%	268,775.56
		3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75			3,807,653.75
		Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover*/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section 1-32 of the RFP, if opted by the successful Offeror.

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

C. **Non-Bank Card Costs.** Enter the transaction fee in the highlighted cells (Pass-Thru + Dial-up and Pass-thru + Leased Lined) for Discover and American Express. The estimated transaction volume being used for evaluation purposes for the unbundled rate is the sum of the Project Totals for Items 3, 4 & 5 (PLCB Dis/PLCB Amex/COPA Amex) as outlined on Tab 1. Instructions.

Note: The Commonwealth and PLCB separately contract with American Express and the finding is covered under those Contracts. In addition, PLCB contracts with Discover with the funding being covered under that Contract.

Number of Transactions for American Express and Discover (Annual Volume)	Transaction Fee for American Express and Discover Transactions (\$ per Transaction)	NON-BANK CARD TRANSACTIONS															NON-BANK CARD TRANSACTIONS														
		Year 1					Year 2					Year 3					Year 4					Year 5									
		Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost	Pass-Thru + Dial-Up	% of Change	Estimated Cost	Pass-Thru+Leased	% of Change	Estimated Cost						
0 - 2,000,000	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37	\$0.00896		17,918.37							
2,000,001 - 2,500,000	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96	\$0.00896	0.00%	22,397.96							
2,500,001 - 3,000,000	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56	\$0.00896	0.00%	26,877.56							
3,000,001 - 3,500,000	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15	\$0.00896	0.00%	31,357.15							
3,500,001 - 4,000,000	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74	\$0.00896	0.00%	35,836.74							
4,000,001 - 4,500,000	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33	\$0.00896	0.00%	40,316.33							
4,500,001 - 5,000,000	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93	\$0.00896	0.00%	44,795.93							
5,000,001 - 5,500,000	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52	\$0.00896	0.00%	49,275.52							
5,500,001 - 6,000,000	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11	\$0.00896	0.00%	53,755.11							
6,000,001 - 6,500,000	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70	\$0.00896	0.00%	58,234.70							
6,500,001 - 7,000,000	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30	\$0.00896	0.00%	62,714.30							
7,000,001 - 7,500,000	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89	\$0.00896	0.00%	67,193.89							
7,500,001 - 8,000,000	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48	\$0.00896	0.00%	71,673.48							
8,000,001 - 8,500,000	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08	\$0.00896	0.00%	76,153.08							
8,500,001 - 9,000,000	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67	\$0.00896	0.00%	80,632.67							
9,000,001 - 9,500,000	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26	\$0.00896	0.00%	85,112.26							
9,500,001 - 10,000,000	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85	\$0.00896	0.00%	89,591.85							
10,000,001 - 10,500,000	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45	\$0.00896	0.00%	94,071.45							
10,500,001 - 11,000,000	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04	\$0.00896	0.00%	98,551.04							
11,000,001 - 11,500,000	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63	\$0.00896	0.00%	103,030.63							
11,500,001 - 12,000,000	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22	\$0.00896	0.00%	107,510.22							
12,000,001 - 12,500,000	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82	\$0.00896	0.00%	111,989.82							
			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06			1,428,990.06							
			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease			Pass-Thru Dial			Pass-Thru Lease							

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks agency rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.

FINAL NEGOTIATED COST SUBMITTAL

D. Bundled Rate. A bundled rate includes all service fees, including pass-through fees. Enter the bundled rate in the highlighted fields for both “card present” and “card not present” transactions, as outlined below. Separate fees must be presented for Visa, MasterCard, Discover*, offline Debit Cards and online Debit Cards.

Note: PA State Police is the only agency currently using the bundled rate.

B-1: Bundled Rate Year 1.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-2: Bundled Rate Year 2.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-3: Bundled Rate Year 3.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

B-4: Bundled Rate Year 4.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

B-5: Bundled Rate Year 5.	% of net \$ amount of transaction	\$ per transaction
Transaction fee for each Visa/MasterCard/Discover* and offline debit card transaction*		
Card Present:	2.15%	\$ 0.009
Card Not Present:	2.66%	\$ 0.009
Transaction Fee for online Debit Cards		
Card Present:	1.83%	\$ 0.009
Card Not Present:	2.13%	\$ 0.009

Note: The fee to be charged for the first quarter of the Contract period will be based on the activity during the first four of the immediately preceding five quarters. For instance, for the quarter beginning on July 1, 2016, the fee will be based on the activity for the four quarters ending March 31, 2016, and for the quarter beginning October 1, 2016, the fee will be based on the activity for the four quarters ending June 30, 2016. If the transactions fall above or below the current tier, the transaction fee will be adjusted accordingly the first month of the next quarter.

- Pass-Through Fees. Fees charged by Visa, MasterCard, Discover* and Debit Card Networks must be passed through the selected Offeror to the Commonwealth. These fees may vary through the term of the Contract. The selected Offeror must provide written notification 30 days prior to the effective date of any change in the pass-through fees.
- The selected Offeror must agree to charge the Commonwealth the actual, published Visa, MasterCard and Debit Card Networks industry rates. These industry rates include interchange fees, assessment fees, network fees for Debit cards, and fees for offline Debit cards.

The Annual Volume of Transactions for Visa/MasterCard/Discover/Offline Debit Cards shall be based on the total Contract Volume for all participating agencies including COSTARS and buying organizations participating in External Procurement Activity as detailed in Section I-32 of the RFP, if opted by the successful Offeror.*

***Any figures presented in the RFP, including the cost submittal are future projections based on historical usage and may fluctuate based on future needs.**

FINAL NEGOTIATED COST SUBMITTAL

E. Gateway Fees*/Set-up Fees. Identify additional gateways/set-up fees not included in any fees previously identified in this cost submittal.

*Gateway fees refers to all fees related to any technology costs associated with the overall solution (including the hosted payment page). The commonwealth expects to pay one flat fee for all technical components of the service. The gateway fees, set-up fees and ongoing fees should be passed through at cost to the commonwealth (i.e. One Time Set Up Fees Per Merchant ID and On Going Per Transaction)

Item Description	Fee
Payeezy/CommerceHub Per Transaction Gateway Fee	\$ 0.0300
Payeezy/CommerceHub Monthly Gateway Fee.	\$ 19.95
First Data Global Gateway (Payeezy/CommerceHub) Set-up Fee	\$ -

** Payeezy/CommerceHub Monthly fee waived for state agencies but does apply to CoStars

Billing #	Element
5243	GATEWAY FEES FOR CARD TRANSACTIONS
5245	GATEWAY FEES FOR ACH TRANSACTIONS
5246	CONSUMER PAYMENTS
5247	CONSUMER PAYMENTS SUMMARY PRESENTMENT
5241	ADMINISTRATION SITE PAYMENTS
5242	IMPLEMENTATION FEE
5244	IVR MINUTES
5248	ON-SITE TRAINING
5249	DEVELOPMENT SURCHARGE
5252	MONTHLY MINIMUM TRANSACTION FEE
5254	PAYMENT EMAIL NOTIFICATION

Special Fees

Commonwealth will be responsible for paying for its own costs associated with installation and configuration of Commonwealth

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5277

PayPoint Account
Validation Services

Description	Price (USD \$)
<p>This element identifies the charge for processing PayPoint transaction for One-time Credit Card transactions and Recurring Credit Card Transactions.</p> <p>Pricing does not include merchant processing fees, (i.e. interchange fees, dues, assessments, etc), custom implementations, or custom reporting.</p> <p>For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.</p>	0.08
<p>This element identifies the charge for processing One-Time eCheck Transactions and Recurring eCheck Transactions.</p> <p>Standard eCheck processing includes basic processing through TeleCheck. Additional TeleCheck services are priced and contracted separately.</p> <p>For applications that charge convenience fees, two transaction fees will be incurred- one for the primary payment and a separate fee for the convenience fee.</p>	0.1
<p>This element identifies the per transaction surcharge for a payment using Consumer Payments Web or Consumer Payments IVR in addition to the Gateway Fees,</p>	0.02
<p>This element identifies the per transaction surcharge to use summary presentment feature – includes uploading summary billing data and displaying it to a consumer using the Consumer Payments interface. This is in addition to the Consumer Payments and Gateway Fees,</p>	0.02
<p>This element identifies the per transaction surcharge to use the PayPoint Administration Site for making and canceling payments in addition to the Gateway Fees,</p>	0.02
<p>This element identifies the charge for implementing the PayPoint Payment Gateway.</p> <p>Maximum of ten PayPoint applications will be boarded under this pricing. Additional applications are \$100/application.</p> <p>*Waived with \$500 monthly minimum and three year contract</p>	3000*
<p>This element identifies the charge for telecommunication fees for using Consumer Payments IVR</p>	0.08
<p>This element identifies the charge for PayPoint training, if delivered on site.</p> <p>Standard Pricing includes remote training for PayPoint Administration Site and Consumer Payments, if applicable.</p>	2000
<p>This element identifies the custom development charges.</p> <p>Custom development or custom client integration are not included in the Standard Pricing and will be quoted separately.</p>	200/hour
<p>This element identifies the monthly minimum charges. This will be charged if the total of all other charges do not exceed this minimum amount.</p>	500
<p>This element identifies the charge for payment notification emails.</p>	0.01
<p>data transmission costs, including the cost of high-speed connectivity (i.e., leased line charge wealth’s high-speed connections.</p>	
<p>This element applies to the account validation services that PayPoint performs:</p>	<p># of validations each calendar month</p>

<p>for each account registered to make ACH payments through the PayPoint Gateway, and for each update to such accounts, and all one-time WEB debit ACH payment transactions being processed through the PayPoint Gateway, Fiserv will perform a validation of those accounts.</p>	<p>1-50,000</p>
	<p>50,001-100,000</p>
	<p>100,001-400,000</p>
	<p>400,001+</p>
	<p>Note: Transactions for Eler Tier a</p>

Per Unit

/transaction

/transaction

/transaction

/transaction

/transaction

one-time

/minute

One-time

/month

/transaction

es) and the set-up fees

Price

\$0.27

\$0.24

\$0.21

\$0.17

ment 5277 only are Pick the
above.

Card Connect gateway fees

Tiered pricing based on annual credit card processing volume through Card Connect

Gateway only, Tokenization is mandatory

Min number of transactions
0
25001
50001
100001
250001
500001
1000001
3000001

Integration to ERP Systems

ERP system integration is charged a subscription fee as opposed to a per transaction fee . Tiers a

Tier
1
2
3
4
5

SnapPay Fee Structure
Tier
1
2
3
4
5
6
7

Hardware

Hardware*
PSU US 100-240V/8V-2A LEVEL VI
IPPxx Stand tilt & Swivel, 0-65 degrees part # SEN351013
IPPxx Stand tilt & Swivel, 0-90 degrees Part #SEN351014

IPP3XX PIN Shield. NOTE: N/A for ISC250
IDTECH SREDkey Device
IDTECH SREDkey Device
SHREDKey 2
iSC Touch 250 Stand
iSC Touch 250Stylus 296162309
296196699 Battery Pack for all ISMP4 models. Works with Wi-Dock charger.
IDK351432 Wi-Dock Single-Bay Charger. Charges 1 Wi-Case tablet case. Simultaneous charging of tablet + iSMP4. PSU w/ power cable included
ENS Conversion kit for Verifone stand
ENS Conversion kit for 250 stand
Ingenico Lane 5000 Deluxe for use with bolt / Card Connect
Ingenico Lane 7000 Deluxe for use with bolt / Card Connect
Ingenico Lane 8000
Ingenico Lane 8000Deluxe for use with bolt / Card Connect
Ingenico Link 2500
Ingenico Desk 3500
Ingenico Desk 5000

Bolt P2PE Device Fees

Tier
1
2
3
4
5
6
7

Professional services*

Card Connect Training (train the trainer)
Card Connect Project Management
Card Connect Implementation
Card Connect Programming Services

* Professional Services are time and materials (T&M) and will be quoted on a project by project basis

*Hourly rates do not include travel and expenses which are negotiated per SOW.

Maximum number of transactions	Card Gateway Fee	Token Fee
25000	0.085	0.05
50000	0.075	0.05
100000	0.065	0.05
250000	0.055	0.05
500000	0.045	0.05
1000000	0.045	0.05
3000000	0.045	0.05
+	0.035	0.05

are based on merchant's monthly processing volume through Card Connect

Monthly Processing Volume (\$)	Subscription fee Cost (\$)
0 – 2,499,999	4,500
2,500,000 – 4,999,999	5,250
5,000,000 – 7,499,999	6,500
7,500,000 – 9,999,999	8,250
10,000,000+	9,500

		Either ERP or S
Monthly tran volume	Monthly tran volume	ERP - SaaS Fees
1	25,000	\$30,000
25,000	50,000	\$32,500
51,000	100,000	\$35,000
101,000	250,000	\$37,500
251,000	500,000	\$42,500
500,100	1,000,000	\$47,500
	> 1,000,000	\$55,000

Purchase Cost	Shipping
18.00	FOB
66.00	FOB
66.00	FOB

10.00	FOB
192.00	FOB
192.00	FOB
239.00	FOB
102.00	FOB
24.00	FOB
23.00	FOB
132.00	FOB
34.80	FOB
20.00	FOB
575.00	FOB
755.00	FOB
975.00	FOB
1,150.00	FOB
575.00	FOB
265.00	FOB
419.00	FOB

		Annual Recurring Fees
# of Devices Ordered	# of Devices Ordered	Fees Per Device
1	25	\$160.00
26	100	\$140.00
101	500	\$120.00
501	1,000	\$100.00
1,001	5,000	\$80.00
5,001	10,000	\$70.00
10,000	9,999,999	\$60.00

Hourly rate
\$165 per hour
\$175 per hour
\$185 per hour
\$200 per hour

basis via a mutually agreed to Statement of Work (SOW).

Annual Recurring Fees

SOE Intg. Req'd.	Optional					Required
EIPP addition	Invoice History Year 2&3	Reconcilia tion Module	3rd Party Integratio n	Dunning Module	P2PE Per Device	Gateway Charges
\$25,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	Table Below	Table below
\$27,500	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000		
\$30,000	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500		
\$32,500	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000		
\$37,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500		
\$42,500	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000		
\$47,500	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000		

One Time		
Required	Optional	
Set-up / Configure / Implement	Re- tokenizati on	Additional Services
Billed at professional services rates below estimated \$ 20,000 to \$ 75,000 depending on project size	\$12,000	As needed

OFFLINE BAFO COST SUBMITTAL

F. Merchant Account Fee. Identify monthly merchant account fees and merchant account set-up fees.

Item Description	Fee
Monthly Fee per Merchant ID	\$ 19.95
Set up Fee per Merchant Account	\$ -
Chargeback Fee per each chargeback	\$ 5.50

OFFLINE BAFO COST SUBMITTAL

waived for State agencies . Applys for CoStars

OFFLINE BAFO COST SUBMITTAL

G. ACH Fees. Identify additional ACH fees not included in any fees previously identified in this cost submittal.

Item Description	Fee
TeleCheck® ECA Warranty Chargeable Rate	0.68%
TeleCheck® ECA Warranty Rate per check	\$0.12
TeleCheck® ECA Warranty Effective Rate	0.95%
TeleCheck® ECA Warranty Per Check \$	\$ 0.42
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ECA Verification Chargeable Rate	0.00%
TeleCheck® ECA Verification Rate per check	\$0.12
TeleCheck® ECA Verification Effective Rate	0.27%
TeleCheck® ECA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Warranty Chargeable Rate	1.25%
TeleCheck® ICA Warranty Rate per check	\$0.12
TeleCheck® ICA Warranty Effective Rate	1.52%
TeleCheck® ICA Warranty Per Check \$	\$ 0.68
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$7,500
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® ICA Verification Chargeable Rate	0.00%
TeleCheck® ICA Verification Rate per check	\$0.12
TeleCheck® ICA Verification Effective Rate	0.27%
TeleCheck® ICA Verification Per Check \$	\$ 0.12
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck’s Electronic Check Acceptance (ECA) offers ACH settlement within 48 hours (or two banking days). Electronically process checks at the point of sale. The TeleCheck Internet Check Acceptance (ICA) service provides a secure and easy way to accept check payments over the Internet. TeleCheck’s Internet Check Acceptance offers funding and settlement next banking day for all approved transactions received prior to 4PM CST.

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® Pro21 Warranty Chargeable Rate	0.68%
TeleCheck® Pro21 Warranty Rate per check	\$0.18
TeleCheck® Pro21 Warranty Effective Rate	1.08%
TeleCheck® Pro21 Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

Item Description	Fee
TeleCheck® Pro21 Verification Chargeable Rate	0.00%
TeleCheck® Pro21 Verification Rate per check	\$0.18
TeleCheck® Pro21 Verification Effective Rate	0.40%
TeleCheck® Pro21 Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® Pro21SM
 Back office solution for mail-in or drop box payments that authorize and electronically settle all Personal, Business and Corporate checks with least cost routing via ACH or imaging.

Back office– Not a face to face transaction-payments received in drop box or mailed in. Merchant can process checks when they have the time such as the end of the day.

Reduction in Fees– TeleCheck absorbs deposit and return fees (warranty) on behalf of the merchant.

Client is funded in 2 banking days

Item Description	Fee
TeleCheck® e-Deposit Warranty Chargeable Rate	0.68%
TeleCheck® e-Deposit Warranty Rate per check	\$0.18
TeleCheck® e-Deposit Warranty Effective Rate	1.08%
TeleCheck® e-Deposit Warranty Per Check \$	\$ 0.48
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	\$99,999
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

OFFLINE BAFO COST SUBMITTAL

Item Description	Fee
TeleCheck® e-Deposit Verification Chargeable Rate	0.00%
TeleCheck® e-Deposit Verification Rate per check	\$0.18
TeleCheck® e-Deposit Verification Effective Rate	0.40%
TeleCheck® e-Deposit Verification Per Check \$	\$ 0.18
Monthly processing fee	Waived
Monthly minimum	Waived
Warranty max	N/A
Commonwealth Requested Operator Call (CROC)	\$2.50/Call

TeleCheck® e-Deposit

A point of sale or back office solution that authorizes and electronically settles all other check types via image exchange (Check 21/RDC) that are dropped off, mailed in or face to face.

Telecheck e-Deposit also offers

* Ability to accept other payment types– Money Orders, Cashier, Travelers, Insurance and Government checks can be processed

* No Risking– Items are imaged and sent to the bank-less trips to the bank

* Reporting provided– Merchant will still receive a funding report from TeleCheck showing them the transactions processed and approved

* Returns-Merchant does assume all risk.

Reduction in Fees– TeleCheck Warranty Programs absorb deposit and return fees (warranty) on behalf of the merchant.

OFFLINE BAFO COST SUBMITTAL

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or “Miscellaneous” fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.

Warranty language for leased equipment is found in the Equipment Lease Agreement

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms	
PAX s300 pinpad	PAX, S300 PINPAD PCI 4.0 (S300-000-364-02NA)	NA	NA	NA	\$200.00	N-S300-4	FOB DEST
S300 USB HUB CABLE	S300 USB HUB CABLE for use with Pax s300	NA	NA	NA	\$30.00	CBL-04030000177	FOB DEST
FIRST DATA 150 Terminal	FD150 terminal PCI 5 N-FD-150	\$35.93	\$29.94	\$61.95	\$549.00	N-FD-150	FOB DEST
FIRST DATA RP10 Pin pad	N-RP10 Pin Pad for use with FD150	\$12.93	\$9.94	\$32.95	\$219.00	N-RP10	FOB DEST
Verifone ENGAGE,P200 pin pad	ENGAGE,P200,NAA NON TOUCH ,128MB+256MB,2 SAM, STD KEYPAD,PG 1.3(M430-003-01-NAA-5), PCI 5 N-P200	\$12.93	\$9.94	\$32.95	\$219.00	N-P200	FOB DEST
Verifone ENGAGE, V400C PLUS	ENGAGE, V400C PLUS, CTLS, NAA, DE, STD KPD, NO BATT, 512/512MB(M425-053-04-NAA-5), PCI 5 N-V400CPLUS	\$39.93	\$32.94	\$66.95	\$699.00	N-V400CPLUS	FOB DEST
Verifone ENGAGE, V400M Terminal	ENGAGE, V400M,NAA,PORTABLE,TOUCH,4G/BT/WIFI,STD,KPD ,CTLS/BATT,LARGE MEMORY,PCI 5.0(M475-013-34-NAA-5), PCI 5 N-V400M	\$39.93	\$32.94	\$66.95	\$699.00	N-V400M	FOB DEST
Ingenico Lane 5000 P2PE non Card Connect	Ingenico Lane 5000. 3.5" Display, Stylus, POE, USB + RS232, Contactless, Audio Jack, Ethernet PCI V5 Must be used Semi intergrated	NA	NA	NA	\$ 492.00	N-LANE5000/TBD	FOB DEST
Ingenico Lane 7000 Standard P2PE non Card Connect	Ingenico Lane 7000 Standard Plus 5" AWWA Display USB, RS232, ETH, CLESS, POE. PCI V5 Must be used Semi intergrated	NA	NA	NA	\$ 536.00	N-LANE7000+	FOB DEST
Ingenico Deluxe Lane 7000. P2PE non Card Connect	Ingenico Deluxe Lane 7000. 5" Display, Stylus, POE, USB + RS232, Contactless, Audio Jack, Ethernet Switch, Wi-Fi. BLE, BT. PCI V5 Must be used Semi intergrated	NA	NA	NA	\$ 629.00	N-LANE7000	FOB DEST
Ingenico Wall plug	Ingenico Wall plug PSU for US 110V- Lane 3000, 5000, and 7000	NA	NA	NA	\$ 26.00	PWR-296196003	FOB DEST
Ingenico Lane 7000 Stack stand	Ingenico Lane 7/8000 Stack stand – ABS/PC tilt / swivel base with Lane 7/8000 UPM. Includes glue pad. Non-locking. To lock, add SEN351603. Plastic stand	NA	NA	NA	\$ 62.00	SEN351573	FOB DEST
Ingenico Push Lock	Ingenico Push Lock For use on Lane Series using UPM system	NA	NA	NA	\$ 33.00	MIS-SEN351603	FOB DEST

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms	
Ingenico Lane7000 /8000 duratilt stand	Ingenico Lane7000 /8000 duratilt stand - tilt/swivel steel base with Lane/7000 & Lane/8000 UPM. Includes glue pad Non-locking.	NA	NA	NA	\$ 80.00	STCK-SEN351574	FOB DEST
Magtek Mini USB Card Reader	Magtek Mini USB Card Reader 21040109	n/a	n/a	n/a	\$199.00	N-miniM-usb	FOB DEST
Magtek Mini Micr 3800 Check Reader works with FD150	Magtek Mini Micr 3800 Check Reader Needs cable kit KIT-FD-MAG CBL	\$12.93	\$9.94	n/a	\$249.00	N-MINIM3800	FOB DEST
USB Epson Check Imager Package	Epson CaptureOne DUAL SIDED IMAGER (replaces the Excella22310102 part# CAP1-30-100 and Power Cord-US 3 Prong 6 FT(attaches to power pack) part# CBL-07152-02 and USB Cable Digital Check TSXXX / Canon CR-25 CR-55 / P7000S (A to B) part# CBL- CA0039 and Power Supply EPSON 220E/325/375/675/6000/9000/9100 W/ US Cord part# PWR-C825343 and Ink Cartridge EPSON Capture One Franking part# MIS-EFC-01 Available TeleCheck products for this device are;Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD	\$28.93	\$22.94	n/a	\$699.00	N-CAP1-30-100	FOB DEST
Serial Magtek Check Scanner Package	Magtek Image Safe Scanner (replaces the MDX22360001) part# 22370001 and Cable- USB Cable Digital Check TSXXX, Canon CR-25 CR-55, P7000S part # CBL-CA0039 and Power Supply part# PWR-64300090 Available TeleCheck products for this device are; ECA, Lockbox, Pro21, e-Deposit, Paper Check, Check Cashing, Hold Check, Mail Order and COD Works with Clover	\$19.93	\$14.94	n/a	\$499.00	N-MAG2237001	FOB DEST
ZH10 FD100/MAGTEK CHECK READER CABLE KIT works with FD150	ZH10 FD100/MAGTEK CHECK READER CABLE KIT allows the Mag teck mini to connect to FD150	n/a	n/a	n/a	\$4.29	KIT-FD-MAG CBL	FOB DEST
PWR SUPPLY VX520/FD55 PWR252-001-02-A	PWR SUPPLY VX520/FD55 PWR252-001-02-A	n/a	n/a	n/a	\$6.02	PWR-252-011-02A	FOB DEST
POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	POWER SUPPLY MAGTEK MICR IMAGE PWR ADAPTOR	n/a	n/a	n/a	\$10.04	PWR-64300090	FOB DEST
POWER ADAPTOR (MAGTEK)	POWER ADAPTOR (MAGTEK)	n/a	n/a	n/a	\$7.04	PWR-MAGTEK	FOB DEST
TransArmor	TransArmor - tokenization - fee is per transaction	n/a	n/a	n/a	\$0.01	TransArmor	n/a
TransArmor P2PE	TransArmor P2PE - tokenization - fee is per transaction	n/a	n/a	n/a	\$0.03	TransArmor	n/a

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms
Address Verification Service (AVS)	Address Verification Service (AVS) - fee is per transaction	n/a	n/a	n/a	waived	Address Verification Service (AVS) Fee n/a
PCI Compliance Program Fee	PCI Compliance Program Fee - charged per Merchant Id (MID) per year, waived for Level 1 and 2 Merchants	n/a	n/a	n/a	\$99.00	PCI Compliance Program Fee n/a
PCI Non-Compliance Fee	PCI Non-Compliance Fee - charged per Merchant Id (MID) per Month, Cost for Non-Compliance with PCI; waived for PCI Level 1 and Level 2 Merchants	n/a	n/a	n/a	\$19.95	PCI Non-Compliance Fee n/a
PCI-RAPID-COMPLY	First Data's PCI Rapid Comply simplifies the PCI DSS process. It will assist level 3 and 4 merchant to complete the components required for compliance certification, which include a Self-Assessment Questionnaire (SAQ). Applicable to PCI level 3 and 4 merchants.	n/a	n/a	n/a	Waived for Commonwealth agencies, available to COSTARS participants via the TransArmor bundle	PCI-RAPID-COMPLY n/a
Smart Routing	Smart Routing for Card present debit transactions - charged per debit transaction	n/a	n/a	n/a	\$0.003 per debit transaction	Smart Routing n/a
No-Problem-Found (NPF) Repair / Repair Diagnostic Fee	For denied warranty Claims where the client elects to not have the unit repaired once quoted or for returned equipment that tests out as No-Problem-Found (NFP).	n/a	n/a	n/a	\$45 per unit, shipping is not included	No-Problem-Found (NPF) Repair / Repair Diagnostic Fee Merchant Pays for shipping to First Data unless cover by ARP. Returned item shipping by Merchant unless repairs covered by ARP or manufacturer Warranty.
Programming fees						
Debit Key Injection (per injection)		n/a	n/a	n/a	\$15	n/a n/a
TransArmor Encryption Key Injection (per injection)		n/a	n/a	n/a	\$39	n/a n/a
Application Load (per load)		n/a	n/a	n/a	\$10	n/a n/a
EVM Application Load		n/a	n/a	n/a	\$10	n/a n/a

Additional Products and Services					Unit base	
DataFile Manager (DFM) Setup Fee	Raw Data and report wizard. A contract product addendum will be required to order this.	n/a	n/a	n/a	\$3,125.00 one time set up fee	n/a

OFFLINE BAFO COST SUBMITTAL

Name	Description	Lease 36 months	Lease Rental 48 months (monthly)	Purchase	Part Number	Shipping Terms
DataFile Manager (DFM) per User per Month fee	DFM user fee charged monthly	n/a	n/a	n/a	\$165.00 per month per user	n/a
Legacy Data Conversion - any Token to TransArmor Tokens	Bulk conversion of old tokens to new Trans Armor tokens. Cost is per token submitted for conversion.	n/a	n/a	n/a	0.05 per token converted	n/a
Card Brand decals LARGE 6 X 8 IN	DEC-6SPOT-LRG (TP) VISA-M/C-DISC-DCI-JCB-AMEX LARGE 6 X 8 IN	n/a	n/a	n/a	\$3.35	DEC-6SPOT-LRG
Card Brand decals MEDIUM	DEC-6SPOT-MED (TP) DECAL, VISA-M/C-DISC-DCI-JCB-AMEX MEDIUM	n/a	n/a	n/a	\$0.55	DEC-6SPOT-MED
Card Brand decals SMALL WINDOW 4 X 5 IN	DEC-V/M DECAL-S (TP) DECAL, VISA-MC SMALL WINDOW 4 X 5 IN	n/a	n/a	n/a	\$0.80	DEC-V/M DECAL-S

OFFLINE BAFO COST SUBMITTAL

Addendum Required
not available for rent or lease
n/a
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
FDMS POS Lease Agreement Standalone (when leasing or renting) Telecheck Addendum
n/a
n/a
n/a
n/a
TransArmor Addendum or TransArmor bundle
new

OFFLINE BAFO COST SUBMITTAL

Addendum Required
n/a
n/a
n/a
TransArmor Bundle for COSTARS participants. First Data Relational Manager will generate userids for Commonwealth agencies that are level 3 or 4 merchants that wish to use the service. http://www.pcirapidcomply.com
n/a
n/a

OFFLINE BAFO COST SUBMITTAL

Addendum Required

H. Product List. As part of the Cost Submittal submission, the selected Offeror shall provide to the Commonwealth a product/services/equipment list along with associated pricing that is available to the Commonwealth. The updated list shall include any additional discounts available to the Commonwealth for bulk purchases or discounts based on other factors. All warranties/service agreements shall be provided to the Commonwealth. At no time shall the Commonwealth be responsible for any unidentified or "Miscellaneous" fees. The product list shall be updated on a semi-annual basis and provided to the Contract Administrator in Microsoft Format. **Shipping terms are FOB Destination.**

CLOVER EQUIPMENT

Manufacturer Warranty is 1 year. **All parts/equipment warranties begin per the shipping terms - FOB DEST - when the title to the goods passes from the seller to the buyer at the destination.** **Warranty language for leased equipment is found in the Equipment Lease Agreement**

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase (Old Contract Price) or new item price	Part Number	Addendum Required	Notes
Clover Mini w/ Accessory Kit 3rd Gen	Clover Mini gen 3 with Accessory kit (Wifi, Cellular) all the power cables, mini hub, The screw driver for the sim card slot, 1 roll of thermal paper	n/a	n/a	n/a	\$679.00	N-CLVRMIN3YJ3C + N-CLVRMIN3AKIT	Clover Addendum	
Clover Mini 3rd Generation Pin Shield	Pin Pad Shield for Clover mini gen 3	n/a	n/a	n/a	\$19.00	MIS-CLVRM3PSHLD	Clover Addendum	
Clover Mini 3rd Generation Swivel Stand	Swivel stand for Clover mini Gen 3	n/a	n/a	n/a	\$48.00	STCK-CLVRM3SWSD	Clover Addendum	
Clover Mini 3rd Generation ADA Pad	ADA pad for Clover mini Gen 3	n/a	n/a	n/a	\$30.00	MIS-CLVRM3ADAPD	Clover Addendum	
Clover Station Duo WIFI w/ Printer, Terminal & Starter Kit	Clover Station Duo (WIFI, Lan and Cellular) with printer and starter kit Comes with a Clover Mini to be tethered for customer facing	n/a	n/a	n/a	\$1,833.00	N-FDTABYJ3BSPD + N-YJ5500BASIC + N-FDYJ3BSPTWF + N-FDTABYJ3BSPSK	Clover Addendum	
Clover Station Duo WIFI w/ Printer, Terminal, Starter Kit & Cash Drawer	Clover Station Duo (WIFI, Lan and Cellular) with printer and starter kit Comes with a Clover Mini to be tethered for customer facing and a Cash draw. Lock for Cash Draw sold seperatly.	n/a	n/a	n/a	\$1,938.00	N-FDTABYJ3BSPD + N-YJ5500BASIC + N-FDYJ3BSPTWF + N-FDTABYJ3BSPSK + N-FDCDWCYJ1	Clover Addendum	
Clover Station Bar Code Scanner (Motorola)	CLOVER BAR CODE SCANNER KIT-BLK (MOTOROLA), W/CBL, STAND LI2208-7U21SG-10, PLUG AND PLAY	n/a	n/a	n/a	\$128.80	N-LI2208-PPSW	n/a	
Clover Station STAR Friction Printer	SP742ME STAR FRICTION PRINTER WITH LAN 39336530 REPLACED W/MFG 39336531 (SP742ME) VERSION	n/a	n/a	n/a	\$336.00	N-SP742ML	n/a	
Clover Station Value Scan Barcode Scanner	VALUE SCAN II - USB, BLACK, MID-RANGE CCD BARCODE SCANNER (IDBA-4244MRB)	n/a	n/a	n/a	\$61.00	N-IDBA-4244MRB	n/a	
Clover Station Cash Drawer	CASH DRAWER YJ1(FAYJ1006010,REV3A)	n/a	n/a	n/a	\$99.00	N-FDCDWCYJ1	n/a	
1 ROLL PAPER 3 1-PLY	1 ROLL PAPER 3 1-PLY	n/a	n/a	n/a	\$0.40	1P31	n/a	
1 ROLL PAPER THERMAL (T77)	1 ROLL PAPER THERMAL (T77)	n/a	n/a	n/a	\$1.02	1PT77TH	n/a	
Clover Ribbon Kit	KIT, RIBBON, RC700BR, SP700 PRINTER, 1.5 MILL BLACK/750K 30980720	n/a	n/a	n/a	\$2.36	1RSF742ML	n/a	
Clover Cable YJ1	CABLE - CLOVER YJ1 CABLE ASSY PACK SP, 1HYGZZ0714	n/a	n/a	n/a	\$10.04	CBL-YJ1CBL-PK	n/a	
Clover EE12 Decal	EE12 (TP) DECAL, QUEST (DEBIT)	n/a	n/a	n/a	\$0.44	DEC-QUEST	n/a	
Clover EEI3 Decal	EE3 (TP) DECAL, ECA DECAL AZ,CA,WA DC,IL,MA,ME, MO, NC, NH, NV, OK, RI,VT,WI,WV	n/a	n/a	n/a	\$0.41	DEC-TML187	n/a	
Clover EBT Decal Kit	EBT KIT SEE STATE FOR DECAL	n/a	n/a	n/a	\$2.41	KIT-EBTD	n/a	
Clover Cleaning Cloth	ASUS CHAMOIS MICROFIBER CLEANING CLOTH (6"X5") COLOR=GREY	n/a	n/a	n/a	\$0.89	MIS-ASUS-TODDY	n/a	
Clover Cash Drawer Locking Lid	LOCKING LID CASH DRAWER METAL (FAYJ1009,3A) US	n/a	n/a	n/a	\$8.04	MIS-YJ1CDW-LID	n/a	
Clover 5 Coin Tray	5 COIN TRAY CASH DRAWER YJ1 (FAYJ1008010) - US	n/a	n/a	n/a	\$16.04	MIS-YJ1CDW-TRAY	n/a	
Clover Merchant KeyPAD	CLOVER MERCHANT KEY PAD (AEYJ3000010) (US)	n/a	n/a	n/a	\$35.04	MIS-YJ3-KEYPAD	n/a	
Clover Yj1 Power Cord (US)	CLOVER YJ1 ADP 24V 120W + POWER CORD (US) SP, 1AC0ZZ012T	n/a	n/a	n/a	\$26.04	PWR-YJ1PWR-PK	n/a	
Clover Y13 Adaptor Cord (US)	YJ3 POWER ADAPTER + CORD (US), (AG12033B002 + DM333101417) (US POWER ADAPTER + CABLE	n/a	n/a	n/a	\$24.27	PWR-YJ3PWR-PK	n/a	
Clover FLY-RSASEC-CLVR	SECURITY AND COMPLAINE FLYER – CLOVER STATION	n/a	n/a	n/a	\$0.50	FLY-RSASEC-CLVR	n/a	
Clover HKIT-GENRC-CLVR	HKIT GENERIC CLOVER STATION	n/a	n/a	n/a	\$3.80	HKIT-GENRC-CLVR	n/a	
Clover KIT-SDCS-COMBO	1 PACK OF 10 EA SD-59083M AND CS-69083M	n/a	n/a	n/a	\$0.04	KIT-SDCS-COMBO	n/a	
Clover LBL-BAJV-BOXLBL	BAJV BOX LABEL	n/a	n/a	n/a	\$0.08	LBL-BAJV-BOXLBL	n/a	
Clover B1 PAPER-PRTPAK	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mini	n/a	n/a	n/a	\$0.49	PAPER-PRTPAK	n/a	
Clover B1 PAPER-PPRTPAK case	B1 PAPER THERMAL - 2.25 IN W X 85 FT Mini 72 rolls	n/a	n/a	n/a	\$30.00	72PPRTPAK	n/a	

Name	Description	Lease 36 Months (per Month)	Lease 48 Months (per Month)	Rental (monthly)	Purchase (Old Contract Price) or new item price	Part Number	Addendum Required	Notes
Clover go v 3	MAG STRIPE, CHIP & SIGNATURE AND NFC READER (RP457C-0BP8852B), BLUETOOTH CONNECTIVITY- NEW SLIM FORM FACTOR (FDC-V3)	n/a	n/a	n/a	\$89.00	N-RP457BT-FDC	Clover go addendum	
Clover Go v3 Clip	457C UNIVERSAL CLIP FOR NFC READER (367-4459), NEW SLIM FORM FACTOR (UNIVERSAL CLIP-V2)	n/a	n/a	n/a	\$15.00	MIS-RP457BT-CLP	n/a	
Clover Go Dock	457C STAND FOR NFC READER (RP457C-CRP8852A), BLUETOOTH CONNECTIVITY- NEW SLIM FORM FACTOR (STAND-V2)	n/a	n/a	n/a	\$29.00	STCK-457BT-DOCK	n/a	
Clover GO Monthly Fee	Clover GO Monthly Fee	n/a	n/a	n/a	\$9.95	Clover GO Monthly Fee	NA	
Clover Flex V3 Terminal & Accessory Kit	Clover Flex terminal WiFi and LTE , the Charging cradle, The screw driver for the sim card slot and all the power cables that attach to the cradle.1 roll of thermal paper	n/a	n/a	n/a	\$613.00	N-CLVRFLX3YJ6 + N-CLVRFLX3AKIT	Clover Addendum	
Clover Flex V3 Silicon Sleeve	Protective sleeve for Clover Flex	n/a	n/a	n/a	\$12.00	MIS-CLVRF3SSLV	n/a	
Clover Flex V3 ADA Pad	ADA pad for Clover Flex	n/a	n/a	n/a	\$17.00	MIS-CLVRF3ADAPD	n/a	
Clover Wireless data plan	Clover Flex data plan -Wireless fee \$15/month (up to one Gigabyte of data) with 1st month free. Overage charges (will only affect a small number of merchants) of \$15 per Gigabyte over 1.	n/a	n/a	n/a	\$15/month per 1GB used	Clover Wireless data plan	n/a	
Register Lite software Now called Essentials	Register Lite software for the Flex, Mini, Mobile	n/a	n/a	n/a	\$14.95	n/a	n/a	
Register Software	Register Software Software for Clover Station	n/a	n/a	n/a	\$44.95	n/a	n/a	
Clover Imager N-CLOVER_DS9208	MOTOROLA, DS9208, 1D/2D IMAGER, USB KIT, INCLUDES RANGE SCANNER,7FT STRAIGHT USB CABLE, BLK (HANDS FREE/STANDALONE) (DS9208-SR433U21Z)	n/a	n/a	n/a	\$193.01	N-CLOVER_DS9208	n/a	
MIS-KEY-001	KEY, CLOVER CASH DRAWER KEY 001	n/a	n/a	n/a	\$3.04	MIS-KEY-001	n/a	
MIS-KEY-002	KEY, CLOVER CASH DRAWER KEY 002	n/a	n/a	n/a	\$3.04	MIS-KEY-002	n/a	
3Yr Clover Care - Flex V3	Clover Care plan per device for 3 years.	n/a	n/a	n/a	\$49.00	CLVRCR-3YR-FLX3	Clover care plan addendum	
3Yr Clover Care - Flex 2 WF	Clover Care plan per device for 3 years.	n/a	n/a	n/a	\$49.00	CLVRCR-3YR-F2WF	Clover care plan addendum	
3Yr Clover Care - Mini V3	Clover Care plan per device for 3 years.	n/a	n/a	n/a	\$80.00	CLVRCR-3YR-MIN3	Clover care plan addendum	
3Yr Clover Care - Solo	Clover Care plan per device for 3 years.	n/a	n/a	n/a	\$142.00	CLVRCR-3YR-SOLO	Clover care plan addendum	
3Yr Clover Care - Duo WF	Clover Care plan per device for 3 years.	n/a	n/a	n/a	\$232.00	CLVRCR-3YR-SDWF	Clover care plan addendum	