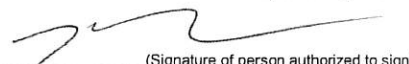
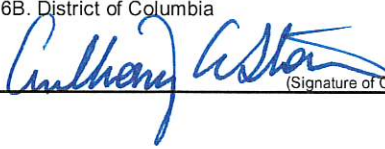


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number		Page of Pages		
			CFOPD-17-C-009		1 1		
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption	
Modification #5		See 16 C below				Merchant Processing Services	
6. Issued by:			Code		7. Administered by (If other than line 6)		
Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E610 Washington, D.C. 20024							
8. Name and Address of Contractor (No. street, city, county, state and zip code) Chase Paymentech 14221 Dallas Parkway Dallas, Texas 75254 732-757-0135 (p) Code Facility				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. X CFOPD-17-C-009			
				10B. Dated (See Item 13) May 19, 2017			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority.							
C. This supplemental agreement is entered into pursuant to authority of:							
x D. Other (Specify type of modification and authority) 27 DCMR Section 3601.2							
E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copy to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
The District intends to achieve the following with Modification #5: A. The District hereby modifies the contract to amend 1) Credit Schedule A – Schedule A to Merchant Agreement to include pricing for DCPS (PC#32480, Rev 072718, dated 04/09/2019) and replace it with Credit Schedule A – DCPS (PC#32480, Rev 072718, dated 10/07/2019); 2) PIN Debit Schedule -DCPS (PC#32480, Rev 072718 dated 01/22/2019 and replace it with PIN Debit Schedule(PC#324840, Rev 072718 dated 10/07/2019). The attachments are hereby incorporated into the contract by reference. B. All other terms and conditions shall remain unchanged.							
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print) Matthew P. Leman, Executive Director				16A. Name of Contracting Officer Dorothy Whisler Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO			
15B. Name of Contractor Paymentech, LLC		15C. Date Signed 11/4/2019		16B. District of Columbia		16C. Date Signed	
 (Signature of person authorized to sign)				 (Signature of Contracting Officer)		11-5-19	



Schedule A to Merchant Agreement

Credit Assumptions			
Transaction - Relation Assumptions			
Annual Payment Transaction Volume	5,683	Average Transaction Amount	\$174.95
1. Processing Fees - (Fees applied to every transaction)			
Transaction Fees & Authorization Fees			
Per Trans	Visa Settled Transactions		No Charge
	MasterCard Settled Transactions		No Charge
	American Express Conveyed Transactions		No Charge
	Diners Settled Transactions		No Charge
	Discover Settled Transactions		No Charge
	JCB Settled Transactions		No Charge
Per Auth	Visa Authorizations		\$0.0500
	MasterCard Authorizations		\$0.0500
	American Express Authorizations		\$0.0500
	Diners Authorizations		\$0.0500
	Discover Settled Authorizations		\$0.0500
	JCB Authorizations		\$0.0500
2. Per Incidence Fees - charged every time your account incurs one of the below items			
Per Incidence Fees - Authorization & Voice Authorization Related			
Visa Auth Reversal - Visa authorization reversal misuse prevention			\$0.0500
MC Auth Reversal - MasterCard authorization reversal misuse prevention			\$0.0500
Audio Response Unit Authorization - Charged when voice auth is handled by automated system			\$0.5000
Voice Authorization - Charged when you call the Voice Auth phone number to authorize a credit card			\$0.6500
Voice AVS Request - Charged to speak to voice operator for each Voice Address Verification request			\$0.6500
Voice Authorization Reversal - Charged for each voice authorization reversal			\$0.6500
Voice AVS Authorization - Charged per each voice Address Verification Service authorization			\$1.75
Voice Operator Assist - Charged for each voice operator assistance			\$1.75
Per Incidence Fees - Chargeback Related			
Visa or MasterCard Chargeback/Dispute Fee			\$2.50
Diners Settled Chargeback/Dispute Fee			\$2.50
Discover Settled Chargeback/Dispute Fee			\$2.50
JCB Chargeback/Dispute Fee			\$2.50
Visa or MasterCard Re-presentment Dispute Response Fee			\$2.50
Diners Settled Re-presentment Dispute Response Fee			\$2.50
Discover Settled Re-presentment Dispute Response Fee			\$2.50
JCB Chargeback Re-presentment Dispute Response Fee			\$2.50
Visa or MasterCard Pre-Arbitration & Compliance Dispute Denied			\$10.00
Diners Pre-Arbitration & Compliance Dispute Denied			\$10.00
Discover Pre-Arbitration & Compliance Dispute Denied			\$10.00
JCB Pre-Arbitration & Compliance Dispute Denied			\$10.00
Visa or MasterCard Collection Letter			\$10.00
Diners Collection Letter			\$10.00
Discover Collection Letter			\$10.00
JCB Collection Letter			\$10.00
Per Incidence Fees - Funding Related			
ACH Transfer Fee - Charged for each ACH (transmission of funds) sent to your account			\$2.50
Wire Transfer Fee - Per each funding via wire transfer			\$10.00

Per Incidence Fees – Miscellaneous Transaction Related	
Rejected Transaction	\$0.0500
Point of Sale Terminal Item Authorized	\$0.0500
Point of Sale Terminal Item Authorized Wireless	\$0.0500
Point of Sale Terminal Item Authorized TCP/IP	\$0.0500
Point of Sale Terminal Item Authorized Special/Misc.	\$0.0500
Point of Sale Terminal Item Authorized Frame Relay	\$0.0500
Point of Sale Terminal Item Authorized Lease Line	\$0.0500
Point of Sale Terminal Item Authorized Netconnect TCP/IP	\$0.0500
Point of Sale Terminal Item Deposited	\$0.0500
Point of Sale Terminal Reject Transaction	\$0.0500
Safetech Encryption (Verifone) Per Item Fee	\$0.1500
Safetech Encryption (Ingenico) Per Item Fee	\$0.1500
Safetech Encryption (Magtek) Per Item Fee	\$0.1500
Safetech Page Encryption Per Item Fee	\$0.0225
Safetech Tokenization Per Item Fee	\$0.0050

If Merchant obtains point of sale device(s) from Paymentech or a third party for use with Safetech Encryption and Paymentech or the third party provides the encryption services, additional fees shall be assessed: (a) a one-time device fee of \$10.90 per device; and (b) an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s).

If Merchant obtains point of sale device(s) from Verifone directly and Verifone provides the Safetech Verifone Point Enterprise Solution encryption injection to the devices, then the above one time device fee(s) and injection fee(s) will not apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enforcement solution (e.g. an encryption product or service), whether provided to merchant by Paymentech, Verifone or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in the Agreement.

If Merchant obtains point of sale device(s) for use with Safetech Encryption, the following additional fee shall be assessed: an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enforcement solution (e.g. an encryption product or service), whether provided to merchant by Paymentech ("Chase") or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in the Agreement.

3. One Time and Periodic Fees

One Time Fees

Not Applicable	N/A
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Monthly Fees

Monthly Maintenance Fee	\$50.00
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4. Other Fees

Per Incidence Fees – Statement & Supply Related

Monthly Fax/Mail Reporting Fee - Charged each month Paymentech faxes or mails statements (whether at the request of Merchant or because delivery to a valid email address has failed)	\$50.00
Postage, Supplies, Equipment & Other Services – service fees will be charged at the time of order	Current Market

5. Payment Brand Fees – Assessed on each transaction. The Payment Brands assess fees on each transaction processed through their network(s). These fees, generally referred to herein as Payment Brand Fees, consist of interchange fees, assessments, data usage fees, and access fees.

Payment Brand Fees - Interchange Fees. Paymentech will "pass through" to merchant an amount equal to the applicable interchange rate established by the Payment Brands.

Visa	Pass-Through
MasterCard	Pass-Through
Diners	Pass-Through
Discover Settled	Pass-Through
JCB	Pass-Through

Payment Brand Fees – Assessments. Paymentech will "Pass through" to merchant an amount equal to the applicable assessment rate established by the Payment Brands. For your convenience, the current assessment rates are set forth below.

Visa Assessments - Debit Transactions	0.130%
Visa Assessments - Credit Transactions	0.140%
MasterCard Assessments (Credit transactions < \$1,000.00 and all Debit transactions)	0.130%
MasterCard Assessments (Credit transactions > \$1,000.00)	0.140%
Discover, Diners, & JCB Assessments	0.130%

Payment Brand Fees - Data Usage Fees

	Credit	Debit
Visa Acquirer Processing Fee (APF) (Charged per Authorization and per Refund)	\$0.0195	\$0.0155
MasterCard Network Access and Brand Usage (NABU) Fee (Charged per Authorization and per Refund)	\$0.0195	\$0.0195
Discover, Diners, & JCB Card Data Usage Fee	\$0.0195	\$0.0195
Visa Financial Transaction Fee	\$0.0018	
MasterCard File Transmission Fee per transaction**	\$0.0014	

Payment Brand Fees – Access Fees. Paymentech will "Pass through" to merchant an amount equal to the applicable access fee/rate established by the Payment Brands. For your convenience, the current access fees/rates are set forth below.

MC Acquiring License Fee*	Charged on MasterCard Gross Sales volume. See Additional Information under Payment Brand Fees below.	0.004%
MC Digital Enablement/Card Not Present Fee	Charged on MasterCard Card Not Present Gross Sales volume.	0.010%
MC Humanitarian Program Fee	Applies to transactions qualifying at the MasterCard Humanitarian card interchange category. When this fee applies, other MC Payment Brand fees will be waived.	0.025%
Discover, Diners, or JCB Network Authorization Fee	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network	\$0.0025
MC Auth Access Fee – AVS Card Present	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address	\$0.0100
MC Auth Access Fee – AVS Card not present		\$0.0100
MC Auth Access Fee	Charged by MasterCard when an authorization is reversed or the authorization is provided by MasterCard if the card issuer is not available	\$0.0050
MC Card Validation Code 2 Fee	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request	\$0.0025
MC SecureCode Transaction Fee	Charged on MasterCard SecureCode transactions that are sent for verification	\$0.0300
MC Account Status Fee - Intra-regional	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid	\$0.0250
MC Account Status Fee - Inter-regional		\$0.0300
Visa Zero \$ Acct Verification Fee		\$0.0250
MC Processing Integrity Fee - Pre Authorization	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. *the minimum fee amount for a Final Authorization is \$0.04	\$0.0450
MC Processing Integrity Fee - Final Authorization*		0.250%
Visa Misuse of Authorization Fee		\$0.0930
Visa Zero Floor Limit Fee	Charged when a transaction is deposited but never authorized	\$0.2000
Visa Transaction Integrity Fee - Credit	Charged on Visa transactions that do not meet qualification standards for Custom Payment Service (CPS) categories.	\$0.1000
Visa Transaction Integrity Fee - Debit/Prepaid		\$0.1000
MC Ineligible Chargeback Blocking Fee	Charged when a fraud related Chargeback is blocked by MasterCard.	\$3.00
MasterCard Cross Border Assessment Fee	Charged by MasterCard, Visa, Discover, Diners and JCB on foreign bank issued cards	0.600%
Visa International Service Assessment Fee		0.800%
Discover, Diners, & JCB International Service Fee		0.800%
MC International Support Fee		0.850%
Visa Interregional Acquiring Fee (IAF) (other MCCs)	Additional fee charged by Visa, MasterCard, Discover, Diners and JCB on foreign bank issued cards	0.450%
Visa Interregional Acquiring Fee (IAF) (high risk MCCs)		0.900%
Discover, Diners, & JCB International Processing Fee		0.500%
Visa Partial Auth Non-Participation Fee	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization.	\$0.0100
MC Global Wholesale Travel Transaction Program B2B Fee	Applies to Travel merchants for transactions qualifying at the MasterCard Commercial Business-to-Business interchange category.	1.570%
Visa Global B2B Virtual Payment Service Fee	Applies to Travel merchants for transactions qualifying at the Visa Global B2B Virtual Payments interchange category.	1.550%

6. Periodic Fees

Monthly Fees	
Visa Fixed Acquirer Network Fee - Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa per tax ID based on Merchant Category Code (MCC), dollar volume, number of merchant locations, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.	Pass-Through
MasterCard Merchant Location Fee – MasterCard Merchant Location Fee of \$1.25 will be applicable for each month with \$200.00 or more in MasterCard volume. This fee will be assessed annually in May based on the previous 12 months activity.	\$1.25

Payment Brand Fees

A substantial amount of the fees that we charge for processing Transactions consists of charges that we must pay to the Payment Brands and card issuing banks (or that are otherwise charged to us by the Payment Brands and card issuing banks) under the Payment Brand Rules. These charges (collectively referred to in this Schedule A as "Payment Brand Fees") include, but are not limited to, interchange, assessments, file transmission fees, processing fees, network access fees, and cross border fees. Whether a particular Payment Brand Fee applies is based on several factors, like the type of Payment Instrument presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant's domicile and industry.

Please note that Paymentech, LLC ("Chase") may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Fees. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Fees at any time in the future, upon notice to you. No such Payment Brand Fees will be imposed retroactively.

Additional information about significant Payment Brand Fees (Interchange and Assessments), can be found at:
www.chasepaymentech.com/interchange_and_assessment_understanding.html

*MasterCard assesses the MasterCard Acquiring License Fee annually to each Acquirer based on the total annual volume of MasterCard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all Paymentech MasterCard-accepting merchants, a rate of .004% will be applied to all of your MasterCard gross sales transactions.

**MasterCard assesses a file transmission fee based on the number of bytes of data contained in a transmitted file. Because file size may vary from transaction to transaction, the parties acknowledge that it is not possible to accurately translate the byte based fee into a consistently accurate transaction-based fee.

In light of the foregoing, the parties have agreed that Merchant shall pay Paymentech ("Chase") a fee in the amount stated above for each transaction submitted under this Agreement. Such fee shall be deemed to be the file transmission fee imposed by MasterCard on each transaction for all purposes of this Agreement, and Paymentech ("Chase") may change the amount of such fee in accordance with the terms of this Agreement in the event MasterCard changes the amount or calculation of its file transmission fee.

Amount due upon Termination

In addition to the other amounts due under this Agreement (including without limitation, the fees and charges described in this Schedule A), you may owe an amount in the event you terminate this Agreement. Whether you will owe that amount, and how much you will owe, will be determined in accordance with the terms of the Agreement, including, without limitation, the "Termination" section.

Agreed and Accepted by:

The Government of the District of Columbia	1100 4th Street, suite E610
Merchant Legal Name	Washington, DC 20024
Address	
<u>Anthony A. Stover</u>	<u>Contracting Officer</u>
Printed Name	Title (Print of Type)
Authorized Representative Signature:	
X <u>[Signature]</u>	<u>November 5, 2019</u>
Signature	Date

(Internal Use Only) Agreed and Accepted by:

Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A.	8181 Communications Pkwy
Merchant Legal Name	Plano, TX 75024
Address	
Matthew P. Leman	Executive Director
Printed Name	Title (Print of Type)
Authorized Representative Signature:	
X <u>[Signature]</u>	<u>November 4, 2019</u>
Signature	Date



Pricing Schedule to Agreement PIN Debit

PIN Debit Assumptions	
Transaction - Relation Assumptions	
Annual PIN Debit Transactions	143
Avg. PIN Debit Transaction Amount	\$175.00
1. Debit Processing Fees - (Fees applied to every transaction)	
Transaction Fees & Authorization Fees	
PIN Debit Online Authorization	\$0.05
PIN Debit Settled Transactions	No Charge
PIN Debit Settled Transactions	No Charge
2. Per Incidence Fees - charged every time your account incurs one of the below items	
PIN Debit Authorization Reversal	\$0.05
PIN Debit Adjustment Fee	No Charge
PIN Debit Re-presentation Fee	\$2.50
PIN Debit Reject Fee	\$0.05
PIN Debit Point of Sale Terminal Item Authorized	\$0.05
PIN Debit Point of Sale Terminal Item Authorized Wireless	\$0.05
PIN Debit Point of Sale Terminal Item Authorized TCP/IP	\$0.05
PIN Debit Point of Sale Terminal Item Authorized Special/Misc.	\$0.05
PIN Debit Point of Sale Terminal Item Authorized Frame Relay	\$0.05
PIN Debit Point of Sale Terminal Item Authorized Lease Line	\$0.05
PIN Debit Point of Sale Terminal Item Authorized Netconnect TCP/IP	\$0.05
PIN Debit Point of Sale Terminal Item Deposited	No Charge
Point of Sale Terminal Reject Transaction	\$0.05
3. One Time and Periodic Fees	
Not Applicable	N/A
Network Processing Fees - (Applied to every transaction) - All Network fees/Interchange are subject to change from time to time as mandated by the Debit Networks. These rates and fees are "Passed-Through" at cost.	
PIN Debit Network Fees / Interchange	Pass-Through

Agreed and Accepted by:

The Government of the District of Columbia	1100 4th Street, suiteE610
Merchant Legal Name	Washington, DC 20024
Address	
Printed Name	Contracting Officer
Authorized Representative Signature:	Title (Print of Type)
x	
Signature	Date
	November 5, 2019

(Internal Use Only) Agreed and Accepted by:

Paymentech, LLC for itself and on behalf of	8181 Communications Pkwy
JPMorgan Chase Bank, N.A.	Plano, TX 75024
Merchant Legal Name	Address
Matthew P. Leman	Executive Director
Printed Name	Title (Print of Type)
Authorized Representative Signature:	
x	
Signature	Date
	November 4, 2019



Pricing Schedule to Agreement PINless Debit

PINless Debit Assumptions	
Transaction - Relation Assumptions	
Annual PINless Debit Transactions	143
Avg. PINless Debit Transaction Amount	\$175.00
1. PINless Debit Processing Fees - (Fees applied to every PINless Debit transaction)	
Transaction Fees & Authorization Fees	
PINless CPU/Online Authorization (PNS Authorization)	\$0.05
PINless Settled Transaction	No Charge
PINless Settled Transaction	No Charge
2. Per Incidence Fees - charged every time your account incurs one of the below items	
PINless Authorization Reversal	\$0.05
PINless Adjustment Fee	No Charge
PINless Re-presentment Fee	\$2.50
PINless Reject Fee	\$0.05
3. One Time and Periodic Fees	
Not Applicable	N/A
Network Processing Fees - (Applied to every transaction) - All Network fees/Interchange are subject to change from time to time as mandated by the Debit Networks. These rates and fees are "Passed-Through" at cost.	
PINless Debit Network Fees / Interchange	Pass-Through

Agreed and Accepted by:	
The Government of the District of Columbia	1100 4th Street, suiteE610
Merchant Legal Name	Washington, DC 20024
Printed Name	Contracting Officer
Authorized Representative Signature:	Title (Print of Type)
Signature	Date
	November 5, 2019

(Internal Use Only) Agreed and Accepted by:	
Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A.	8181 Communications Pkwy
Merchant Legal Name	Plano, TX 75024
Printed Name	Executive Director
Authorized Representative Signature:	Title (Print of Type)
Signature	Date
	November 4, 2019