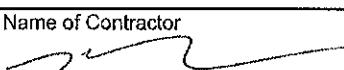
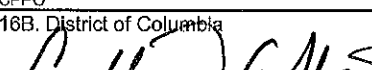


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-17-C-009		Page of Pages 1 1	
2. Amendment/Modification Number Modification #6		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E610 Washington, D.C. 20024		Code		7. Administered by (If other than line 6)	
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)		9A. Amendment of Solicitation No.		9B. Dated (See Item 11)	
Code		Facility		10A. Modification of Contract/Order No. CFOPD-17-C-009	
		X		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 #6: A. The District hereby modifies the contract to amend Attachment A-Price Schedule A to Merchant Agreement to include pricing for the Department of Motor Vehicles(DMV) as described in the following attachment: Credit Schedule A - DMV (PC#324840, Rev 071819, dated 10/17/2019). The attachment is 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  (Signature of person authorized to sign)		15C. Date Signed 12/10/2019		16B. District of Columbia  (Signature of Contracting Officer)	
				16C. Date Signed 12-18-19	



Schedule A to Merchant Agreement

Credit Assumptions			
Transaction - Related Assumptions			
Annual Payment Transaction Volume	168,548	Average Transaction Amount	\$125.00
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		\$0.0000
	MC Auth Reversal - MasterCard authorization reversal misuse prevention		\$0.0500
	Audio Response Unit Authorization - Charged when voice auth is handled by automated system		\$0.6000
	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
	Paymentech Gateway Transaction		\$0.1000
	Hosted Pay Page Transaction		\$0.1000
	Safeleach Page Encryption Per Item Fee		\$0.0225
	Safeleach Tokenization Per Item Fee		\$0.0050
Account Updater Inquiry Related			
	Account Updater Inquiry		No Charge
	Visa Account Updater Match - Batch		\$0.2700
	MasterCard Account Updater Match - Batch		\$0.2700
	Account Updater Validation		No Charge
	Account Updater Reject Transaction Fee		\$0.0500

3. One Time and Periodic Fees		
One Time Fees		
Paymentech Gateway Setup Fee		No Charge
Monthly Fees		
Monthly Paymentech Gateway Fee (per division)		No Charge
Account Updater Monthly Fee		\$350.0000
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, generically 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 Domestic Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0195	\$0.0155
Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0395	\$0.0355
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
VI Reporting & Data Transfer		\$0.0002
MC Reporting & Infrastructure		\$0.0003
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.	0.250%
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.	\$0.0450
MC Processing Integrity Fee - Final Authorization*	*The minimum fee amount for a Final Authorization is \$0.04	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		0.600%
Visa International Service Assessment Fee	Charged by MasterCard, Visa, American Express, Discover, Diners and JCB on foreign bank issued cards	1.000%
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%
MC Freight Program Fee	Applies to Freight transactions qualifying at the Freight Program Interchange category	0.500%

D. Penalty 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 quarterly based on the previous 3 months activity.	\$1.25

Merchant Name: The Government of the District of Columbia
Transactions For: DMV

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.

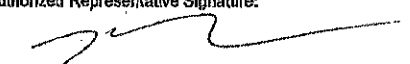
Amount due upon Termination

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
Merchant Legal Name	Washington, DC 20024
Address	
Anthony A. Stover	Contracting Officer
Printed Name	Title (Print of Type)
Authorized Representative Signature:	
X 	December 18, 2019
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	
Christine Kutt	Executive Director
Printed Name	Title (Print of Type)
Authorized Representative Signature:	
X 	December 13, 2019
Signature	Date