

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20041304

1. REQUESTED MOTION: 1) Approve the utilization of the State of Florida Contract No. RFP 00/01-07, MERCHANT SERVICES (Acceptance of Credit Cards, Charge Cards, Debit Cards, and Other Electronic Payments) for Visa & MasterCard, at the rates specified in the State of Florida Pricing Schedule, the Bank of America Merchant Pricing Schedule, and the Master Card and Visa Interchange Program Schedules. The term of the State Contract is in effect from 11/1/01 to 10/31/05, with (1) remaining 1-year renewal option. Current fees are projected to reach \$300,000/year Countywide. 2) Authorize Board Chairman to execute Participation Agreement with contracted vendor, Bank of America.

WHY ACTION IS NECESSARY:

In accordance with the Lee County Contracts Manual, Board approval is required for utilizing State Contract services over the formal level of \$50,000.

WHAT ACTION ACCOMPLISHES:

Allows County departments to utilize Merchant Services at a substantial savings over the current provider, due to the negotiated pricing based on the State's considerable sales volume.

2. DEPARTMENTAL CATEGORY: CLH
COMMISSION DISTRICT #

3. MEETING DATE: 11-16-2004

4. AGENDA:

CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE
 ORDINANCE
 ADMIN. CODE
 OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
 B. DEPARTMENT Independent
 C. DIVISION Internal Services/Fiscal
 BY: _____

7. BACKGROUND: Most County departments currently utilize the Merchant Services that are part of Lee County Finance's contract with SunTrust. However, increased sales volumes have highlighted the need for lower discount rates and transaction fees, along with better reporting and enhanced customer service. Based on current usage projections, the change in Merchant Service providers could save the County over \$25,000 per year. State Contract Services have already gone through a competitive process. Discover and American Express transactions can be accepted, authorized, and processed by the Bank of America, but the discount rate is not part of the State Contract

Funding for these services will be available from the budgets of various countywide departments utilizing the contract.

Attachments: Copy of State Contract, with renewal letter
 (2) Original Participation Agreements, Bank of America
 Bank of America Merchant Services Pricing
 Visa & MasterCard Interchange Program Fees

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
					OM	Risk	GC	
<i>Peter Cloutier</i> 10/20/04	<i>[Signature]</i>			<i>[Signature]</i> 10/21/04	<i>[Signature]</i> 10/21/04	<i>[Signature]</i> 10/21/04	<i>[Signature]</i> 10/21/04	<i>[Signature]</i> 10-20-04

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: 10/21/04
 Time: 1:05
 Forwarded To: _____

RECEIVED BY
 COUNTY CLERK
[Signature]
10/21/04

**STATE OF FLORIDA
DEPARTMENT OF INSURANCE AND TREASURER
CONTRACT
ACCEPTANCE OF CREDIT CARDS, CHARGE CARDS, DEBIT CARDS AND
OTHER ELECTRONIC PAYMENTS**

THIS CONTRACT entered into the 29th day of October 2001, between the Department of Insurance and Treasurer of the State of Florida, hereinafter "Treasurer" AND Bank of America, N.A., a nationally-chartered banking corporation and BA Merchant Services, Inc. a Bank of America company and a Delaware corporation hereinafter "Contractor".

WITNESSETH THAT, WHEREAS, the Treasurer has determined a need for certain services as described in its Request for Proposal No. 00/01-07, (RFP) or described herein.

WHEREAS, Contractor, an independent contractor of the Treasurer, has the expertise and ability to faithfully perform such services.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1: DEFINITIONS.

Department or Treasurer. Used interchangeably, these terms shall mean the Department of Insurance, Treasurer, and Fire Marshal.

Electronic Payment Program. The State's program for agencies to accept credit cards, debit cards, charge cards, and other electronic collections for the purchase of goods, services, or information.

Entities. Shall mean the State, state agencies, the judicial branch, and units of local government.

Merchant. Shall mean the State, any state agency, the judicial branch, or unit of local government that accept credit cards, charge cards, debit cards, or electronic payments.

Participation Agreement. Shall mean an agreement executed by a state agency, the judicial branch, or a unit of local government between the Contractor and the applicable entity to solidify the contractual arrangement based on terms, conditions, and pricing of the Standard Contract.

Payment. Shall mean a credit card, charge card, debit card, or electronic check that is accepted by a merchant to purchase goods, services, or information.

Reconciliation. Shall mean the process of insuring that ACH settlement credits to batches and to transactions processed for credit to the designated bank account, agree with the transactions and related batches processed and reported in the Daily Settlement Reconciliation File.

State. Shall mean the State of Florida and its agencies, the judicial branch, or units of local government.

SECTION 2: CONTRACT TERMS AND CONDITIONS

2.1 Standard Contract. This contract is developed pursuant to Chapter 215.322, Florida Statutes. The Contractor agrees to render the services and other units of deliverables described in RFP 00/01-07, May 14, 2001, and its Response thereto. This contract incorporates the RFP, amendments to this RFP, and the Contractor's proposal response, as an integral part of the contract except to the extent that the contract explicitly provides to the contrary. In the event of a conflict in language among any of the documents referenced above, the provisions and requirements of the contract shall govern.

2.2 Amendments. This contract may be amended only by written agreement between the Treasurer and Contractor subject to the provisions of Chapter 287, Florida Statutes.

2.3 Term of Contract. This contract shall be in effect from November 1, 2001, through October 31, 2004, unless terminated earlier by the Treasurer under the terms provided herein, subject to an annual appropriation by the state legislature. Upon mutual consent, the Treasurer and Contractor may renew the contract or any portion of the contract for two (2) additional one-year periods, or portions thereof.

2.4 Renewal or Transition. Renewals shall be contingent upon availability of funds and satisfactory performance by the contractor. If at any time the contract is canceled, terminated, or expires, and a contract is subsequently executed with a firm other than the Contractor, the Contractor has the affirmative obligation to assist in the smooth transition of contract services to the subsequent Contractor.

2.5 State's Data. All data collected, stored, or otherwise utilized by the Contractor, in conjunction with the execution of the duties and responsibilities specified in the contract with the State, shall remain the sole property of the State. If at any time the contract is canceled, terminated, or expires, the Contractor is obligated to return all such data to the State at no additional cost and in a medium specified by the Treasurer.

2.6 Contractor Responsibility. The Treasurer will consider the Contractor to be the sole point of contact with regard to contractual matters. The Contractor will assume sole responsibility for providing the commodities and/or services offered in its proposal, whether or not the Contractor is the supplier of said commodities and services or any component.

2.7 Termination Clauses. Either the Department or the Contractor, at either party's sole discretion, may terminate the contract at any time by giving 120 days written notice to the other party.

A. In case of either party's termination of the contract, should the Contractor thereafter fail to perform all services under this contract, the Contractor shall be liable to the Department for any fees or expenses, legal or otherwise, that the Department may incur in securing a substitute provider to assume completion of those services.

B. The Contractor shall also be liable for any and all legal fees and expenses necessary to enforce payments by Contractor for those fees and expenses incurred by the Department to secure a substitute provider. In such event, the 120-day written notice provision set forth in this paragraph shall not apply. The Contractor shall not be required to disclose to the public any proprietary copyrighted trade secrets or other materials protected by law as referred to in Section 119.07, Florida Statutes.

C. In the event the Department or Contractor defaults in the performance of any covenant or obligation contained in this proposal, including but not limited to the inability or refusal of Contractor to provide or arrange for the provision of covered services, or in the event of any material breach of any other provision of the contract by the Department or Contractor where such default or breach is not cured within fifteen (15) days after written notice is given to the defaulting party specifying the nature of the alleged default or breach, then the other party may at its option, upon giving written notice to the defaulting party, terminate the contract effective as of the date of receipt of said notice.

D. As provided in Section 287.058, Florida Statutes, the Department may terminate the contract immediately in the event that the Department requests in writing that Contractor allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by Contractor in conjunction with the contract, and Contractor refuses to allow such access.

2.8 Compliance with Chapter 287, Florida Statutes. This Agreement, by its terms, has been divided into units of deliverables within the meaning or contemplation of Chapter 287, Florida Statutes. Services must be delivered or accepted by the State Agency prior to payment therefor.

2.9 Expenses of Financial Institution. This agreement does not envision payments for expenses of the Contractor. Any travel for which reimbursement may be sought must receive the Treasury's advance approval. Bills for travel expenses (as provided for by, or within the meaning or contemplating of Section 112.061, Florida Statutes), shall be submitted in accordance with Section 112.061, Florida Statutes.

2.10 Public Access to Records. The Treasurer has the right of unilateral cancellation of this Agreement for and upon refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and of this Agreement and made or received by the Contractor in conjunction with this Agreement,

subject to federal laws and regulations. The Financial Institution shall be entitled to compensation at standard cost for any research and reproduction of materials so provided.

2.11 Legislative Appropriation. This Agreement together with any renewals provided for herein shall be subject to the availability of funds and legislative appropriation.

2.12 Conflict of Interest. The Contractor warrants that neither it nor to its knowledge any of its officers, directors, trustees, members, partners, or employees has any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services to be rendered hereunder. The Contractor further covenants that in this Agreement, no persons known to have such an interest shall be employed by it.

2.13 Annual Compliance Certificate. The Contractor shall provide, upon request, any information regarding the Contractor's performance of its obligations under this Agreement as may be reasonably requested by the Treasurer.

2.14 Duty to Remain a Qualified Public Depository. The Financial Institution represents and warrants that on the date of this Agreement it is, and at all times during, the term of this Agreement, it shall remain a Qualified Public Depository and maintain a clearing account at a Florida Branch of the Federal Reserve Bank of Atlanta.

SECTION 3. IMPLEMENTATION AND AGENCY PARTICIPATION.

3.1 Establishing Service. The Contractor agrees to accept the Treasurer's Standard Contract as the basis for providing services to state agencies, the judicial branch, and units of local government. Establishing service and participating in the Payment Program by a Merchant is accomplished by executing an Agency Participation Agreement between the Contractor and the individual agency or unit of local government, and completion of a user profile form for each separate Point of Sale, Interactive Voice Response, Internet, or other location where payments will be accepted.

A. The Agency Participation Agreement sets forth the terms and conditions of an entity's participation in the Standard Contract between the Treasurer and the Contractor. The Participation Agreement shall include all relative merchant service agreement information.

B. The Treasurer's Office, in conjunction with the State Technology Office, will be the focal point for coordinating new initiatives for state agencies and the judicial branch. After approval requirements are met the appropriate Merchant will work directly with the Contractor for service needs.

3.2 Total Solution. Contractor agrees to provide a "total solution" to meet the State's electronic payment processing needs including reconciliation, and recognizes that different state agencies have varying needs. Contractor also recognizes the changing needs of agencies and will provide alternative service options for the State on a case-by-case basis where solutions cannot be provided solely by the Contractor's proprietary network and services.

3.3 Project Plan. Contractor shall develop a project plan according to specifications outlined the Action Plan for start-up and implementation as outlined in the RFP response, plus any other considerations necessary to identify requirements for the Contractor and the State, and facilitate a smooth transition and conversion. When appropriate, the Contractor shall develop specific strategic plans for individual state agencies. This plan shall have the following minimum components, and delivered within thirty days after the contract is executed to the Treasurer. This plan will require the approval of the Treasurer and the State Technology Office.

- (1) Resources.
- (2) Tasks.
- (3) Timetable
- (4) Customer Service

SECTION 4: SCOPE OF SERVICES.

A. The Contractor shall provide a program for the acceptance of credit cards, charge cards, debit cards and other electronic payments that will integrate Internet electronic payment acceptance, over the counter electronic payment acceptance (POS), interactive voice response (IVR) capabilities, and self-service terminals.

B. This system shall provide sufficient detail to enable the State to automatically update state accounting records, provide transaction detail information to state agencies, and reconcile the settlement amount to front-end processing systems. The Contractor's system shall provide prompt authorizations and will deliver collected funds to the designated account of a financial institution.

C. Acceptance methods also vary according to agency needs, and include all forms of Point of Sale, including card reader/swipe, electronic cash register, PC based, batch processing, telephone, mail in, interactive voice response units, self-service terminals, and the Internet.

SECTION 5: PRICING. All pricing relative to this contract is specified in Addendum 1.

B. SECTION 6: PROCESSING REQUIREMENTS. Contractor will be the service provider for all payment types listed below.

6.0 Types of Payments. Payments accepted shall include Visa, MasterCard, American Express, Discover, Debit Cards, Electronic Checks, and other electronic payments. Services provided for these types of payments shall include authorization, processing, training, operations, and marketing support. Processing services provided for American Express and Discover Card transactions will be authorization, capture, and routing.

Settlement and reporting will be sent directly to the merchant by American Express and Discover. The State expects to take full advantage of opportunities to accept electronic checks as a form of payment through the Internet, Point of Sale and Accounts Receivable conversion. Contractor agrees to support the State's acceptance of electronic checks by providing such opportunities that are available, and/or will become available.

6.1 Acceptance Methods. Contractor will support the following acceptance methods:

- Internet
- Interactive Voice Response
- Point of Sale Card/Check Reader/Swipe
- PC-Based or mainframe Batch Processing
- Electronic Cash Register
- Telephone
- Mail In Transactions.
- Self-Service Terminals.

6.2 Authorizations. Contractor will provide standard authorization methods for electronic terminals and other types of transactions, which shall include:

- A. Electronic authorization terminal.
- B. Electronic authorization services twenty-four hours per day, seven days per week.
- C. A back-up system in the event that the primary system is down.
- D. Provide a toll-free number for credit card, charge cards, and bank debit card authorizations, as needed, including verbal authorizations.

6.3 Response Time. Average authorization response should be in the range from 5 to 10 seconds, not including terminal dial time or the delivery of the call to the Contractor's network through an entry point called a gateway.

6.4 Chargebacks. The Contractor shall provide options for returning chargebacks, such as debiting an account or netting against daily deposits. Chargebacks for State agencies shall be debited to an account established with the Contractor by the Treasurer. Details of chargebacks for state agencies shall be returned to the Treasurer.

6.5 Availability of Service. Acceptance and authorization will be available twenty-four hours a day, seven days a week.

6.6 Settlement and Availability of Funds. Settlement will be made by sending funds electronically to the bank accounts(s) designated by the participating governmental entity via either the Automated Clearing House (ACH) or credit to an account at Bank of America.

A. For transactions received by 5:00 P.M. EST, Contractor will deliver funds the following business day by credit to an account at Bank of America, or within two business days for funds credited through the Automated Clearing House.

B. Unless otherwise authorized by the Treasurer, all settlements for state agencies will be through a Treasurer account at Bank of America.

6.7 Equipment Support. Contractor will offer and support the most current equipment available to meet individual merchant needs. Merchants will provide their own communications lines. Participating Merchants may use their own equipment or purchase, lease, or rent equipment from Contractor. Point of Sale equipment for state merchants will be configured to accept both credit and debit card transactions as well as checks. Supplies, training, and servicing will be provided at no cost for Contractor provided equipment.

6.8 Convenience Fees. Merchants may assess a convenience fee within the confines of the following criteria. Contractor agrees to assist merchants in the development of convenience fee structures.

A. It must not be prohibited by state law or credit card company or association rules and regulations.

B. It must be related to convenience to the consumer, such as eliminating a need to make a payment in person.

C. It should be assigned to payment methods such as stand-alone terminals, self-service terminals, Interactive Voice Response, or the Internet.

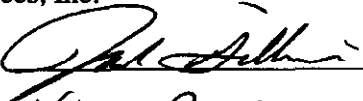
6.9 Reports and Statements. In addition to standard reports, Contractor agrees to make available custom reporting as outlined in the RFP response, including reports to facilitate funds settlement and reconciliation, and updating of state accounts. The Contractor's On-Line System that provides on-line detail through the Internet will be available to the Treasurer, State Agencies, and merchants.


6.10 Billing and Payment of Fees. Participating state agencies, the judicial branch, or units of local government shall be given the option of having billing and payment by an invoice process, or payment month end by electronically debiting an account through an ACH debit.


Signed, witnessed and delivered.

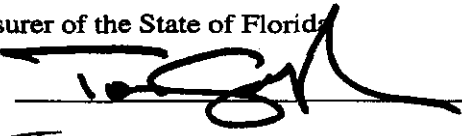
Bank of America, N.A. and BA Merchant Services, Inc.


Witness

By: 
Title: Vice President

By: 
Title: SR Vice President


Witness

Treasurer of the State of Florida
By: 
Title: Treasurer

**PRICING SCHEDULE FOR STATE OF FLORIDIA
BANK OF AMERICA CONTRACT
RFP 00/01-07,CREDIT CARDS, DEBIT CARDS,
CHARGE CARDS, AND OTHER ELECTRONIC PAYMENTS**

BANK OF AMERICA CONTRACT

EFFECTIVE: November 1, 2001

	FEE	BASIS
Contractor's Fees		
Visa, Master Card, Debit Cards (POS, IVR, INTERNET)		
Percentage of Volume	0.07%	Dollar Value
Transaction Fee	\$0.15	Transaction
Debit Cards		
Point of Sale	\$0.59	Transaction

American Express/Discover

Transaction & Authorization No Charge

Fees charged by American Express (2.15%), and Discover (1.65 % for card swiped, and 1.85% for Internet, are not included)

Electronic Checks

Per Transaction \$0.25 Transaction

Point of Sale

Terminal With Printer \$20.00 Monthly

With Pin Pad (Extra) \$5.00 Monthly

Internet Gateway (CIP)

Set-up Costs \$550.00 Internet Location

Monthly Fee \$30.00 Internet Location

Transaction Fees \$0.21 Transaction

Internet Gateway Verisign

VirtualNet \$0.06 Transaction

Plus fees assessed By Verisign

Internet Reporting

Monthly Fee \$40.00 Location

Transaction Fee \$0.03 Transaction

Reports

No Charge

Chargebacks \$10.00 Item

FIXED PRICING

Except for interchange, dues and assessments, the prices will be fixed for the duration of the contract and any renewals. Pricing and billing will be calculated on actual volumes (dollar amount and transactions) for individual entities.

INTERCHANGE, DUES AND ASSESSMENTS

The State expects to receive the best available rate, as most transactions will have the program rate category for emerging markets, i.e. CPS Retail 2 for Visa, and Merit 3 for MasterCard with card present (swiped), and Merit 1 for Internet. Additional fees (such as surcharges) for nonqualified presentments are allowable. All card Association and Interchange fees will be passed directly to the State of Florida without mark-up. Because interchange Fees are passed directly to the State of Florida they will receive the benefit of reverse interchange on reversals and chargebacks. (SEE INTERCHANGE SCHEDULES)

PAYMENT OF FEES.

Bank of America will invoice each agency directly for all processing fees on a monthly basis. Fees for state agencies will not be debited directly from the State or agency account without the approval of the Treasurer.

ADDENDUM TO STATE OF FLORIDA
DEPARTMENT OF INSURANCE AND TREASURER CONTRACT
ACCEPTANCE OF CREDIT CARDS, DEBIT CARDS, AND
OTHER ELECTRONIC PAYMENTS

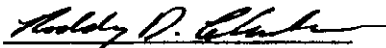
This Addendum to State of Florida Department of Insurance and Treasurer Contract, Acceptance of Credit Cards, Debit Cards, and Other Electronic Payments (" Addendum") of even date with the State of Florida Department of Insurance and Treasurer Contract, Acceptance of Credit Cards, Debit Cards, and Other Electronic Payment (" Agreement") amends the Agreement between the State of Florida ("Treasurer") and BA Merchant Services, Inc, a Bank of America company and Bank of America, N.A. (together, "Contractor") The words and phrases not otherwise defined herein will have the same meanings ascribed to them in the Agreement. The Agreement is hereby amended as follows:

1. Subparagraph 2.7B of the Agreement is hereby removed and replaced in its entirety with the following:

A Party shall be liable for any and all legal fees and expenses necessary to enforce payments by the other Party. Neither Party will be required to disclose to the public any proprietary, copyrighted, trade secret or other materials protected by law as referred to in Section 119.07, Florida Statutes.

2. Subparagraphs 2.7B and D and Paragraph 2.10 of the Agreement refer to Contractor's duties under Florida Statutes 119.07. Contractor recognizes its duties to maintain public records and allow access to the public in accordance with Florida Statutes 119.07. Treasurer recognizes Contractor's duties to maintain the confidentiality of credit card, debit card and other electronic payments ("Payments") in accordance with, among other things, the Gramm-Leach-Bliley Act of 1999. In the event Contractor receives a request for records related to the Agreement or an individual Payment processed pursuant to the Agreement other than from Treasurer, an Entity or the payor to whom the information or record is directly related, Contractor will notify the requesting Party that Contractor will not provide the requested information or record.

Signed, witnessed and delivered.


Witness

For BA Merchant Services, Inc and Bank of America N.A

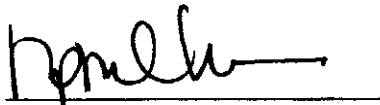
By: 

Title: Vice President

By: 

Title: SR. Vice President.

Treasurer for the State of Florida


Witness

By: 

Title: Treasurer

**RENEWAL NUMBER ONE TO THE CHIEF FINANCIAL OFFICER'S
CONTRACT FOR THE ACCEPTANCE OF CREDIT CARDS, CHARGE CARDS,
DEBIT CARDS AND OTHER ELECTRONIC PAYMENTS**

THIS RENEWAL entered into this 24th day of August, 2004, by and between the State of Florida, Department of Financial Services (formerly the State of Florida Department of Insurance and Treasurer), 200 East Gaines Street, Tallahassee, Florida 32399-0346, and the Bank of America, 315 South Calhoun Street, Tallahassee, Florida, 32301.

WITNESS THAT:

WHEREAS, on November 1, 2001, the above named Parties entered into a Contract regarding banking services relative to the Department's Request For Proposal (RFP) 00/01-07, (Acceptance of Credit Cards, Charge Cards, Debit Cards and Other Electronic Payments), AND

WHEREAS, the Contract for the period November 1, 2001 until October 31, 2004 permits the Chief Financial Officer to exercise two additional one year period renewals, AND

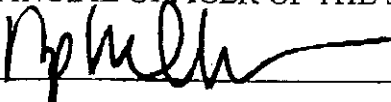
WHEREAS, the Chief Financial Officer desires to renew the Contract for one year, AND,

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

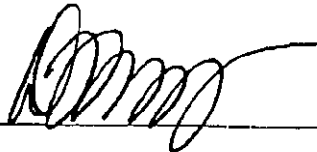
- *1. The Contract is renewed until October 31, 2005.
2. All terms and conditions of the original Contract, the supporting RFP, and the Bank of America RFP response dated June 25, 2001, will remain in effect.

Signed, Witnessed, and Delivered.

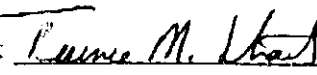
CHIEF FINANCIAL OFFICER OF THE STATE OF FLORIDA:

By: 
CHIEF OF STAFF
(Title of person signing)

BANK:

By: 
SENIOR VICE PRESIDENT
(Title of person signing)

ATTEST:

By: 
Financial Administrator
(Title of person signing)

**PARTICIPATION AGREEMENT
BETWEEN
BANK OF AMERICA, N.A. AND LEE COUNTY B.O.C.C
BOARD OF COUNTY COMMISSIONERS**

THIS PARTICIPATION AGREEMENT ("Agreement") is made and entered into this day of 2004, between Bank of America, N.A., a Delaware company whose permanent address is 101 East Kennedy Blvd, Tampa, Florida 33602- ("hereinafter" Contractor"), and Lee County B.O.C.C, a municipal corporation organized and existing under the Laws of the State of Florida (the "Entity"), whose permanent address is 1500 Monroe Street 5th Floor Fort Myers, Florida 33901.

I. PARTICIPATION TERMS AND CONDITIONS

- A. By signing this Participation Agreement, the Entity and the Contractor agree to be bound by the terms of this Participation Agreement and the Agreement between the Contractor and the State of Florida (the "Contract") in the performance of their obligations. The terms of the Contract between the State of Florida (the "State") and the Contractor, including the Operating Regulations, take precedence over this Participation Agreement.
- B. By signing this Participation Agreement, the Entity agrees to be bound by the terms of the Merchant Services Agreement as modified from time to time ("Merchant Agreement"). Entity is referred to as "you" or "your" in the Merchant Agreement. The standard form Merchant Agreement booklet is modified as provided in Section IV below.
- C. The Entity will retain copies of Sales Slips, Credit Slips and other related documents for no less than three (3) years from the transaction date.

II. FEES TO BE PAID TO THE CONTRACTOR

- A. The Entity agrees to pay the Contractor a discount rate or transaction fee based on the fee schedule in Attachment 1 of the Contract.
- B. Such fees will be debited monthly or billed to the Entity via an invoice process.

III. EFFECTIVE DATE AND TERMINATION

- A. This Participation Agreement will become effective on the date it is signed by both parties.
- B. This Participation Agreement remains in full force and effect until terminated as provided in this section or until the Contract is terminated.
- C. Either party may terminate this Participation Agreement at any time by giving the other thirty (30) days prior written notice.

IV. MERCHANT SERVICES TERMS AND CONDITIONS

- A. Section 2.01(B) of the Merchant Agreement is hereby removed and replaced in its entirety with the following:

You must provide us with your updated business and financial information, including evidence of required licenses and other information and documents we may reasonably require from time to time. All such information will be used only by us, Card Organizations and other persons and entities we deem to be appropriate, and only as we deem appropriate in performing services under this Agreement. We and Card Organizations may audit your files and records relevant to this Agreement at any reasonable time.

- B. Section 11.01 of the Merchant Agreement is hereby removed and replaced in its entirety with the following:

To secure your performance of your obligations under this Agreement, you grant to us a security interest in each Charge and its proceeds, the Deposit Account, and the Reserve Account, whether now existing or established in the future, and in the proceeds of all those accounts, and any funds due you from us. We may enforce these security interests without notice or demand. The security interests granted under the Agreement will continue even if this Agreement terminates, until you pay all of your obligations to us.

- C. Section 14 of the Merchant Agreement is hereby deleted.

- D. Section 18.01 of the Merchant Agreement is hereby removed and replaced in its entirety with the following:

Florida law, as applied to agreements made and performed entirely in Florida without reference to conflict of laws provisions, governs this Agreement.

- E. Section 24 of the Merchant Agreement, "Continuing Guaranty," is hereby deleted in its entirety.

V. NOTICES

- A. Any notice required or permitted to be given under this Participation Agreement by one party to the other will be in writing and will be given and deemed to have been given if hand-delivered, delivered by telephonic facsimile transmission equipment and confirmed by telephone with an original mailed or hand-delivered thereafter, or mailed by certified or registered mail with postage prepaid to the party or their successor at the address specified as follows:

The Entity: Lee County B.O.C.C.

Attention: Peter Cloutier

1500 Monroe Street 4th Floor Fort Myers, Florida 33901

The Contractor: Bank of America
Charles E. Martin
Vice President Merchant Services
101 E. Kennedy Blvd 5th Floor
813-225-8303
Tampa, Florida 33602

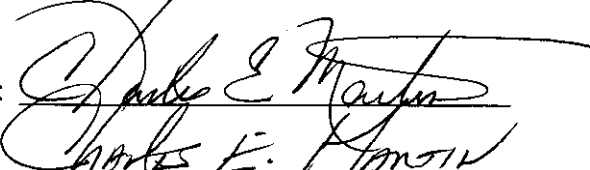
- B. All such notices will be deemed given when received, as evidenced by the signed acknowledgment of receipt of the person to whom such notice or communication will have been delivered by hand, the document transmission summary generated by the telephonic facsimile transmission equipment, or the acknowledgment of receipt returned to sender by the United States Post Office, if such receipt is requested.
- C. The absence of the forms of documentary evidence of date of delivery, however, will not be interpreted as invalidating the form of notice utilized.
- D. Either party may change the address to which notices are to be delivered by giving to the other party not less than ten calendar days prior written notice thereof.

VI. MISCELLANEOUS PROVISIONS

- A. This Participation Agreement, incorporating the terms of the Contract and the Merchant Agreement, contains the entire understanding of the parties and supersedes any and all previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof.
- B. This Participation Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the parties.
- C. This Participation Agreement is binding on the parties and their successors and assigns.

Bank of America, N.A.

ENTITY

By: 

By: _____

Printed Name

Printed Name

Title: Vice President
Date: October 5, 2004

By: _____

Printed Name

Title: _____

Date: _____



MERCHANT SERVICES PRICING UNDER STATE OF FLORIDA CONTRACT

LEE COUNTY (BOCC)

MERCHANT SERVICES:

Bank of America welcomes the opportunity to provide a world-class payment processing solution with a focus on delivery of quality service in a timely manner. Bank of America Merchant Services delivers services as requested and beyond. We have a team of associates committed to excellence. The collective expertise of our team is used to deliver comprehensive capabilities while we grow and nourish our valued relationships with our merchants.

Bank of America, a leader in the card industry since 1958, has held the distinction of being the largest bank processor in the nation for several years. Being the largest has been accomplished through the process of adding one customer at a time through the delivery of quality products and services. Ongoing development is done with enthusiasm to support the retention of our existing merchants and new business.

Bank of America Merchant Services is committed to providing technologically superior consulting services for the development of payment processing solutions for our partners. It is this expertise that enables the development of payment processing solutions that are flexible and meet the complex variable requirements of card associations, our clients and their consumers. Bank of America provides the capability to accept credit cards in person, by phone, by mail, and through the Internet tailored to meet your needs.

Since the inception of the first BankAmericard, Bank of America has continued to develop processing services that are responsive to our merchant's needs. Bank of America Merchant Services supports POS equipment designed to be efficient and secure. Our terminals include all the security and fraud control features required by bankcard associations, including Address Verification Service (AVS). Our printers save time by generating sales slips automatically as

transactions are authorized. And, to aid in balancing, these printers can also print hard copy terminal reports.

Bank of America Merchant Services can accommodate your specific point-of-sale and payment processing needs. Besides POS terminals, we offer a wide variety of other processing solutions including Internet, PC software, and industry specialized products.

By offering your customers the convenience of other payment options, you can also accept debit card through all of these networks.

Debit Cards

- Interlink®
- Maestro®
- Explore®
- Cash Station®
- Pulse Pay®
- Star®
- MAC®
- NYCE®
- Accel®
- TYME®
- Bank Mate®
- Shazam®
- Magic Line®

And, through Bank of America Merchant Services you can accept both online and offline debit cards. An online debit card, such as an ATM card, requires your customers to enter a personal identification number (PIN) in a PIN pad at the time of the sale.

An offline debit card, such as a Visa Check Card or a Master Money® Card, does not require your customer to enter a PIN. To accept an offline debit card, you handle it just like a credit card.

Funds Availability:

Visa and MasterCard:	
	Funds availability for batches closed before 1 AM ET will be credited next day into your Bank of America account(s).
Discover, and Other Cards:	
	Funds availability is per your contractual terms and agreements between other card associations.

Implementation:

The standard Bank of America Project Management Methodology (PMM) will be used to manage the implementation of credit card acceptance programs. Our PMM is a proven systematic approach integrating four fundamental phases (Business Assessment, Design, Development and Implementation) of a project life cycle:

Business Assessment - Business Assessment is the first phase of a project wherein the definition of a new business opportunity or problem is obtained. The phase is an iterative process to gain an understanding of a client's needs and the current environment to clearly define the business opportunity or problem. During this phase, solution alternatives to satisfy the purpose and objectives are identified, high-level costs are estimated, benefits are outlined, and recommendations are made.

Design - The Design phase refines a project's scope and objectives and determines the best solution from the alternatives provided. System and design options are selected and the implementation approach and effort are planned. Identification of the project's major tasks and resolution of key issues are completed. This phase is a team effort involving technology, systems support, and line of business, operations, and other groups working together. Signoffs are obtained from management and the client to finalize scope and expectations.

Development - The Development phase translates the Design elements into defined functional specifications. The developers create the business solution to satisfy the client needs identified in the Business Assessment phase. At the end of Design, Bank of America completes extensive testing. The goal of this phase is to minimize the negative impact of the overall changes. Management and client approval for implementation is the final step.

Implementation - Implementation puts into effect the design and development systems/application, procedures, training, and communications to support the new environment.

Implementation timeframes vary based on the size and complexity of the implementation project.

Customer Service:

Bank of America Merchant Services views every customer as being unique, with specialized needs for service, payment solutions and account support. We dedicate significant resources to help you meet your business objectives. We intend to develop a professional partnership with you by providing expertise, reliability and responsiveness. It is a goal shared by all valued employees, and it a promise we plan to keep to you and ourselves.

The staff selected for the merchant services relationship team offers a strong record of service delivery and account management. Bank of America Merchant Services team will support the daily processing of your merchant card program. They will also help finalize procedures, define specific needs, and offer high quality of service.

Our associates are committed to delight clients with “One Call Resolution” ensuring their processing needs are exceeded by providing the best merchant services solutions, while at the same time deepening the overall relationship. Our Customer Service Team is available 24 hours a day, seven days a week. When you place a call to Customer Service, the first level of support is with our First Call Resolution Team. The First Call Resolution Team is trained to support you with most of your daily operational needs including technical support, reconciliation, reporting and billing questions.

Customer Service would elevate any requests or issues that cannot be resolved by this team to our Special Services Consulting Team. Elevated requests would include but are not limited to adding new locations, ordering additional equipment or requests requiring research.

Any issues that cannot be resolved by Customer Service’s First Call Resolution Team or Special Services Team would be elevated to your Client Relationship Account Manager. Your Client Relationship Account Manager would then engage any additional experts needed to meet your needs. You would also have the ability to contact the Client Relationship Account Manager directly if at any time they are not satisfied with any service or resolution provided by Customer Service.

Bank of America Merchant Services has an extensive Client Relations Team to support your relationship after implementation and activation. Your Client Relationship Account Manager, will work with you as a business partner providing you information on products and opportunities proven successful within your industry.

Reporting:

Monthly statements of card processing account activity of both the individual merchant account number level as well as summary information of all accounts are available in both paper and HTML format.

Through the use of *Merchant Services Online* reporting, access to a wide range of data is achieved via secure Internet connection. These reports can be viewed online in HTML format through any web

browser, be automatically created and placed in the systems My Mailbox feature for pickup, or downloaded in comma or tab delimited files for use in you own accounting systems.

With *Merchant Services Online* you can:

- Access transaction reports.
- Tailor your reports.
- Receive your reports electronically.
- Search for specific information.
- View your monthly merchant statements.
- Read our merchant newsletter.
- Update your password as often as you like.
- Access frequently asked questions and glossary of terms.

Some of the reports that are available include:

- Authorization and capture activity
- Settlement reports
- Financial reconciliation reports
- Interchange reports
- Charge back reports
- Search transaction detail by Batch Number
- Search Transaction detail by Batch Amount and more...

In the event of a transaction Charge back or Retrieval Request, a paper letter is mailed and/or faxed to you requesting information. The data on the letter includes a transaction date, processing date, card number, dollar amount, a case number, and if applicable a reason code.

Pricing Restrictions

Point of Sale processing equipment is available for purchase or rent. Bank of America Merchant Services is able to reprogram and provide support for any owned compatible POS equipment. Also, terminal purchase bulk rates are available upon request.

MasterCard and Visa cards are credited at gross. All processing fees are debited from the designated account monthly.

You may have other terms and agreements between Discover Card/NOVUS Card, and other card brands. The discount rates,

settlement and billing terms, charge backs and customer service, are negotiated and supported separately by those issuers.

Equipment Pricing:

The recommended piece of equipment for the State of Florida to process their credit card transactions would be the Hypercom T7P electronic data capture terminal. The State of Florida pricing for this terminal is \$450.00 per unit. The Debit pin pad S-8 for processing Debit transactions, the cost would be \$180.00 per unit. If you do not need equipment we could re-program your existing equipment on to the Bank of America platform providing it is a compatible unit. You may also rent this equipment at a cost of \$20.00 monthly for Terminal with Printer and \$5.00 monthly for the S-8 Pin Pad.

Merchant Pricing

Bank of America is pleased to offer the State of Florida pricing of Interchange Plus. .07% per Sales \$ and \$0.15 per transaction. Online debit transactions are \$.59 per Item. You may review the State pricing, by visiting the State of Florida website @ My Florida.Com click on to resources.

A breakdown of the merchant transaction fee detail is as follow:

Visa:

- **Card Present Transaction: (CPS/Retail)**
 - Interchange fee (to Visa): 1.43% per Sales \$ and \$.05 per item fee.
 - BOA fee: .07% per Sales \$ + \$0.15/per Item
 - Dues & Assessments (to Visa): .0925% of total Sales \$
- **Key entered (electronic Terminal 'swipe' is not used)**
 - Interchange fee (to Visa): 1.43% per Sales \$ and \$.05 per item.
 - BOA fee: .07% per Sales \$ + \$0.15/per item .0925%
 - **Card Not present Transactions (over the internet or phone): (CPS/Retail2)**
 - Interchange fee (to Visa): 1.43% per Sales \$.05 per item.
 - BOA fee: .07% per Sales \$ + \$0.15/item
 - Dues & Assessments (to Visa): .0925% of total Sales\$

MasterCard:

- **Card Present Transaction: (Merit 3)**
 - Interchange fee (to MasterCard): 1.43% per Sales \$\$0.10
 - BOA fee: .07% per Sales \$+ \$0.15/item
 - Dues & Assessments (to MasterCard): 0.095% of total Sales\$
- **Key entered (electronic terminal 'swipe' is not used)**
 - Interchange fee (to Visa): 1.55% per Sales \$0.10
 - BOA fee .07% per Sales \$ + \$0.15 per item
 - Dues & Assessments (to MasterCard): 0.095% of total Sales \$
 - **Card Not present Transaction (over the internet or phone)**
 - Interchange fee (to MasterCard): 1.55% and \$.0.10 per item
 - Public Sector Card not Present 1.55% \$0.10 per sales
 - BOA fee: .07% per Sales \$ + \$0.15/item

Dues & Assessments (to MasterCard): 0.095% of total Sales \$

EXAMPLE:

State of Florida pricing: For Visa= 1.5925% plus \$.20 and for MasterCard is 1.715% plus \$0.25 per transaction.

Public Sector 1.55% + 0.095% plus .07% plus \$.25 per transaction

Please note that rates are subject to association increases by MasterCard and Visa, effective April 1st of each year. If increases are made the additional charge will be passed on to merchants accordingly.

Should you have questions regarding this proposal, please feel free to contact me directly charles.e.martin@bankofamerica.com or Charles Martin 813-225-8303

MasterCard Rates and Requirements*
2004-2005 MasterCard Interchange Programs

(Effective April, 2004)

Program Rate Category	Credit Card		Check Card		Max Days to Deposit & Settle	MasterCard Transaction Qualification Information
	Fee Per Sales \$	Per Item	Fee Per Sales \$	Per Item		
Small Ticket	N/A	N/A	1.60%	\$0.04	2	Debit transactions. Transaction amount \$15.00 or less. Authorization required. Transportation, Suburban, and Local commuter/passenger. Limousines and Taxicabs, Misc Food stores, Convenience Stores, Markets, Specialty Stores and Vending Machines. Eating Places, Restaurants, Fast Food Restaurants, Automobile Parking Lots and Garages, Motion Picture Theatres, Video Entertainment Rental Stores. Magnetic stripe read.
Petroleum CAT/AFD	N/A	N/A	0.70%	\$0.17	2	Transaction must occur at Cardholder Activated Terminal at an Automated Fuel Dispenser. Must be Authorized. Magnetic stripe read. Cardholder must be present.
Petroleum Service Station	N/A	N/A	0.70%	\$0.17	2	Transaction must occur at Petroleum Service Stations at Automated Fuel Dispensers. Authorization required. Service Stations with or without Ancillary Services. Card and cardholder must be present. Magnetic stripe read except if the transaction is conducted via transponder.
Emerging Markets	N/A	N/A	0.80%	\$0.25	3	Debit transactions. Authorized. Transaction must take place at one of the following merchant locations: Cable, Satellite, and other Pay Television and Radio Stations, Utilities – Electric, Gas, Sanitary, Water. Court Costs, Fines, Bail and Bond payments, Tax payments, Government services. Schools elementary and secondary, colleges, universities, professional schools and junior colleges, schools and educational services not elsewhere classified. Direct marketing insurance services. Insurance sales, underwriting and premiums.
Restaurant	N/A	N/A	1.19%	\$0.10	2	Debit transaction. Authorized. Fast Food, Restaurant or Eating Place merchant. Card and cardholder present and transaction must be magnetic stripe read.
Merit 3	1.54%	\$0.10	1.05%	\$0.15	2	Card Present/Magnetic Stripe Read/Signature Obtained/Authorized.
Key Entered	1.90%	\$0.10	1.64%	\$0.16	2	Key entered due to inability to read magnetic stripe. All requirements of Merit 3 except magnetic stripe read. Direct Marketing, Quasi-Cash, specific Transportation and specific Service Industry merchants are not eligible for this rate.
Merit 1	1.90%	\$0.10	1.64%	\$0.16	3	Authorized except for Quick Payment Service transactions. Mail or Phone order. Not magnetic stripe read and does not meet Key-Entered requirements. Does not meet Travel Industries Premier Service requirements. Transaction date is three (3) days old.
Convenience Purchases	1.80%	N/A	N/A	N/A	2	Fast Food, Misc. Food Store, Service Station, Automated Fuel Dispenser and Movie Theater Merchants. Less than \$22.73. Same requirements as Merit 3. Transactions initiated by a transponder without magnetic stripe data.
Warehouse Club	1.36%	N/A	1.05%	\$0.15	2	Warehouse Club merchant. Merchant must be registered at MasterCard. Same requirements as Merit 3. Transaction completed with MasterCard Corporate products may also qualify for this rate. Maximum charge \$0.35.
Travel Industries Premier Service	1.58%	\$0.10	1.36%	\$0.15	2	Hotel or Car Rental merchant. Merchant must be certified with MasterCard. Authorized. Card present, signature obtained. Does not have to be magnetic stripe read. For Hotels: arrival date, departure date, folio numbers are required. For Car Rental merchants: Rental Agreement, Rental Name, Rental Return City, Rental Return State, Rental Return Date, Rental Return Location Identifier are required.
Passenger Transport	1.75%	\$0.10	1.60%	\$0.15	2	Airline or Passenger Railway merchant. Authorized. Magnetic stripe read not required. Itinerary required including Ticket Number, Passenger Name, and Trip Leg Data.
Supermarket	1.36%	N/A	1.05%	\$0.15	2	Merchant is certified with MasterCard. Same requirements as Merit 3. Maximum charge \$0.35.
Standard	2.70%	\$0.10	1.90%	\$0.25	30	Transaction date is more than three (3) days old. Authorization is Referral/Voice-Authorized. Not Authorized.
World T&E	2.20%	\$0.10	N/A	N/A	3	Restaurant, Hotel, Car Rental, or Passenger Railway. MasterCard World Card. Authorized. For Hotel: arrival date, departure date, folio numbers are required. For Car Rental merchants: Rental Agreement, Renter Name, Rental Return City, Rental Return State, Rental Return Date, Rental Return Location Identifier are required. For Passenger Railway, same requirements as Passenger Transport.
Public Sector	1.55%	\$0.10	N/A	N/A	3	Court Costs including Alimony and Child Support, Fines, Bail and Bond Payments, Tax Payments, and Government Services not elsewhere classified. MasterCard Consumer Card. Authorization amount must equal transaction amount. Magnetic stripe read not required.
<i>International Consumer Card Programs</i>						
International Electronic	1.37%	N/A	N/A	N/A	5	Card issued in a foreign country. Same requirements as Merit 3.
International Standard	2.10%	\$0.10	N/A	N/A		Card issued in a foreign country. Transaction date more than five (5) days old. Not authorized.
<i>U.S. Corporate Card Programs</i>						
Corporate Large Ticket	1.20%	\$40.00	N/A	N/A	30	MasterCard Business, Corporate, Purchasing, or Fleet Card. Authorized. Purchase Card and Fleet Card transactions must contain tax amount and customer code. Restaurant, Hotel, Car Rental, and Passenger Transport merchants are not eligible for this rate.
Corporate Face-to-Face	1.54%	\$0.10	N/A	N/A	2	MasterCard Business, Corporate, Purchasing, or Fleet Card. Same requirements as Merit 3. Purchase Card and Fleet Card transactions must contain tax amount and customer code. Restaurant, Hotel, Car Rental, and Passenger Transport merchants are not eligible for this rate.
Corporate Data Rate III	1.65%	N/A	N/A	N/A	3	MasterCard Purchasing or Fleet Card. Authorized. Must contain tax amount and customer code and line item transaction detail. Restaurant, Hotel, Car Rental, and Passenger Transport merchants are not eligible for this rate.
Corporate Data Rate II	1.95%	N/A	N/A	N/A	3	MasterCard Purchasing or Fleet Card. Authorized. Must contain tax amount and customer code. Restaurant, Hotel, Car Rental, and Passenger Transport merchants are not eligible for this rate.
Corporate Data Rate I	2.65%	\$0.10	N/A	N/A	3	MasterCard Business, Corporate, Purchasing, or Fleet Card. Authorized. Does not meet Corporate Face-to-Face requirements. Restaurant, Hotel, Car Rental, and Passenger Transport merchants are not eligible for this rate.
Corporate T&E I	2.30%	N/A	N/A	N/A	2	Restaurant, Hotel, Car Rental, and Passenger Transport merchant. MasterCard Business, Corporate, Purchasing, or Fleet Card. Authorized.

MasterCard Rates and Requirements*
2004-2005 MasterCard Interchange Programs

(Effective April, 2004)

<i>U.S. Corporate Card Programs</i>						
Corporate T&E II	2.15%	\$0.10	N/A	N/A	2	Hotel, Car Rental or Passenger Transport merchant. Same requirements as Corporate T&E I rate. For Hotels: arrival date, departure date, and folio number are required. For Car Rental merchants: Rental Agreement, Renter Name, Rental Return City, Rental Return State, Rental Return Date, Rental Return Location Identifier are required. For Passenger Transport merchants, full itinerary required including ticket number, passenger name, and trip leg data.
Corporate T&E III	2.05%	\$0.10	N/A	N/A	3 (9 for Airlines)	Airline, Passenger Transport, Lodging, Vehicle Rental. MasterCard Purchasing or Fleet Card. Magnetic stripe read not required. Additional data fields required in authorization and settlement.
Corporate Standard	2.70%	\$0.10	N/A	N/A	30	MasterCard Business, Corporate, Purchasing, or Fleet Card. Authorization is Referral/Voice-Authorized. Not authorized.
<i>International Corporate Card Program</i>						
International Corporate Data Rate II	1.55%	N/A	N/A	N/A	5	MasterCard Purchasing or Fleet Card issued in a foreign country. Authorized. Must contain tax amount and customer code.
International Corporate Purchasing Large Ticket	0.75%	\$30.00	N/A	N/A	30	MasterCard Purchasing or Fleet Card issued in a foreign country. Authorized. Must contain tax amount and customer code. Restaurant, Hotel, Car Rental and Passenger Transport merchants are not eligible for this rate.
International Corporate Purchasing	2.10%	N/A	N/A	N/A	30	MasterCard Purchasing or Fleet Card issued in a foreign country. Authorized.
International Corporate	2.10%	N/A	N/A	N/A	30	MasterCard Business, Corporate, Purchasing or Fleet Card issued in a foreign country. Authorized.

2004 Visa Interchange Programs

(Effective April, 2004)

Program Rate Category	Fee Per Sales \$	Per Item	Check Card Fee Per Sales \$	Per Item	Max Days to Deposit & Settle	Visa Transaction Qualification Information
CPS/Restaurant	1.54%	\$0.10	1.19%	\$0.10	2	Same requirements as CPS/Retail. Authorization does not have to match transaction amount and magnetic stripe required. Authorization amount must equal settlement amount on check card transactions.
CPS/Retail Service Station	1.43%	\$0.10	0.70%	\$0.17	2	Same requirements as CPS/Retail. Authorization and magnetic stripe required.
CPS/Small Ticket	1.65%	\$0.04	1.60%	\$0.04	2	Consumer card. Card present/magnetic stripe read and authorized. Eligible merchants include: local commuter transport, taxi cabs and limousines, restaurants, fast food restaurants, parking lots and garages, motion picture theaters, videotape rental stores. Transaction amount must be less than or equal to \$15.00.
CPS: Card Not Present	1.85%	\$0.10	1.60%	\$0.15	2	Card Not Present/Signature Not Obtained/ Mail or Phone Order, Address Verification Required. Authorized. Invoice number required. Authorization amount must equal transaction amount.
CPS: E-commerce Basic	1.85%	\$0.10	1.60%	\$0.15	2	Same requirements as CPS/ Card Not Present. E-commerce requires additional data fields in authorization and settlement. Authorization required.
CPS: E-commerce Preferred	1.80%	\$0.10	1.55%	\$0.15	2	Same requirements as E-commerce Basic, except require Cardholder Authentication Value (CAV) and Address Verification. Authorization required. Requires Verified by Visa.
CPS/Retail - Key Entered	1.85%	\$0.10	1.60%	\$0.15	2	Key-entered due to inability to read magnetic stripe. All requirements of CPS/Retail except magnetic stripe read. Address Verification Required with a positive match on zip code or full address. Automated Fuel, Direct Marketing, Quasi-Cash, and Cardholder Activated Terminal merchants are not eligible for this rate. Authorization required.
CPS Hotel/Car Rental:	1.58%	\$0.10	1.36%	\$0.15	2	Hotel/Car Rental merchant. Authorized. Card is present. Magnetic stripe read and signature obtained. Estimated length of stay required in authorization. Authorization amount within 15% of transaction amount. Authorization amount must be less than one (1) day apart from transaction date.
CPS Hotel/Car Rental: E-commerce Preferred	1.58%	\$0.10	1.36%	\$0.15	2	Hotel/Car Rental merchant. Authorized. Card is present. Magnetic stripe read and signature obtained. Estimated length of stay required in authorization. Authorization amount within 15% of transaction amount. Authorization amount must be less than one (1) day apart from transaction date. E-commerce requires additional data fields in authorization and settlement.
CPS Hotel/Car Rental:	1.58%	\$0.10	1.36%	\$0.15	2	Hotel/Car Rental merchant. Authorized. Card is present. Magnetic stripe read and signature obtained. Estimated length of stay required in authorization. Authorization amount within 15% of transaction amount. Authorization amount must be less than one (1) day apart from transaction date.
CPS/Suppermarket	1.24%	\$0.05	1.05%	\$0.15	2	Merchant is certified with Visa. Same requirements as CPS/ Retail. Authorization and magnetic stripe required. \$0.35 cap maximum charge per transaction.
CPS/Automated Fuel	1.50%	\$0.05	0.70%	\$0.17	2	Fuel Dispensing merchant who is certified with Visa. Same requirements as CPS/ Retail except signature obtained. Must be less than or equal to \$75.00. May be authorized for full amount or for \$1.00. Magnetic stripe required.
Dispenser	1.75%	\$0.10	1.60%	\$0.15	8	Airline or Passenger Railway merchant. Authorized. Does not have to be magnetic stripe read. Address Verification or preferred Customer indicator required. Full itinerary required including ticket number, passenger name, and trip leg data. One (1) or more clearing records for a single authorization. E-commerce requires additional data fields in authorization and settlement.
Express Payment Service	2.00%	\$0.02	1.95%	\$0.02	2	Specific restaurants, movie theater, or parking lot. Less than \$25.00. No authorization required under \$25.00. Magnetic stripe required.
Electronic (EIRF)	2.14%	\$0.10	1.75%	\$0.20	3	Key-Entered due to unreadable magnetic stripe and did not meet CPS/ Retail Key-Entered requirements. Authorized. Mail or phone order and did not meet CPS/ Card Not Present requirements. Did not meet other CPS market specific requirements. Authorization is Referral/ Voice- Authorized transaction.
Signature Electronic	2.14%	\$0.10	N/A	N/A	2	Visa Signature Card. Visa CPS qualified transaction. T&E merchants including: Airlines, Passenger Railway, Cruise Lines, Lodging, Car Rental, Restaurants & Fast Food. Authorization required.
Signature Standard	2.63%	\$0.10	N/A	N/A	30	Visa Signature Card. Visa CPS non-qualified transaction. T&E merchants including: Airlines, Passenger Railway, Cruise Lines, Lodging, Car Rental, Restaurants & Fast Food. Authorization required.
Standard	2.63%	\$0.10	1.90%	\$0.25	30	Transaction date is more than three (3) days old. Not authorized. Limited Acceptance merchants who process transactions on card products they chose not to accept will downgrade to standard rates.
Foreign Standard	1.44%	N/A	N/A	N/A	30	Visa Card issued in a foreign country. Authorization required.
Electronic	1.00%	N/A	N/A	N/A	4	Card Present/ Magnetic Stripe Read/ Signature Obtained/ Authorized. Visa Card issued in a foreign country.
Commercial Card Level 2	1.90%	\$0.10	1.90%	\$0.10	2	Business, Corporate and Purchasing Cards, GSA Purchasing Cards, CPS requirements met, Non-Travel Services transactions, Level 2 data required. (Level 2 or Level 3 data for GSA Purchasing)
Commercial Card Level 3	1.70%	\$0.10	1.70%	\$0.10	2	Non-GSA purchasing cards. CPS requirements met, Non-Travel Services transactions, Level 2 & 3 required.
Commercial Foreign	1.80%	N/A	N/A	N/A	30	Visa Business, Corporate, or Purchasing Card issued in a foreign country. Authorization and magnetic stripe required.
Commercial Electronic	2.20%	\$0.10	2.20%	\$0.10	2	Visa Business, Corporate, or Purchasing Card. Same requirements as EIRF.
Commercial Standard	2.70%	\$0.10	2.70%	\$0.10	30	Visa Business, Corporate, or Purchasing Card. Transaction date is more than two (2) days old. Not authorized. Limited Acceptance merchants who process transactions on card products they chose not to accept will downgrade to standard rates.
Large Ticket	0.95%	\$35.00	N/A	N/A	30	CPS Requirements and both level 2 and level 3 additional data requirements. For GSA transactions \$8,750.00 or greater, a rate of 1.35% will apply. Authorization required. Must be registered with Visa for US Purchasing Card program.
GSA Purchasing Card/ US Purchasing Card	0.95%	\$35.00	N/A	N/A	30	CPS Requirements and both level 2 and level 3 additional data requirements. For GSA transactions \$8,750.00 or greater, a rate of 1.35% will apply. Authorization required. Must be registered with Visa for US Purchasing Card program.

00-39-0045NSB 04-2004

*Where applicable, VISA dues and assessments increase to .0925% x monthly dollar sales.