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STATE OF NEW HAMPSHIRE  
 DEPARTMENT of NATURAL and CULTURAL RESOURCES  
 DIVISION of PARKS and RECREATION  
 172 Pembroke Road Concord, New Hampshire 03301  
 Phone: (603) 271-3556 Fax: (603) 271-3553  
 Web: www.nhstateparks.org

February 20, 2019

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Division), to enter into a contract with Century Bank and Trust Company (VC #246604), Medford, MA in the amount of \$13,108.08 for lockbox services for the Seacoast Parking Enforcement Program upon Governor and Executive Council approval through March 31, 2021, with the option to renew for an additional two (2) year period upon consent of both parties and subject to Governor and Executive Council approval. **100% Agency Income**

Funding is available as follows pending budget approval for Fiscal Years 2020 and 2021:

	FY 2019	FY 2020	FY 2021	Total
03-35-35-351510-73000000 Hampton Meters 103-502664 Contracts for Op Services	\$1,092.34	\$6,554.04	\$5,461.70	\$13,108.08

**EXPLANATION**

This contract will allow the Division of Parks and Recreation to maximize efficiencies for check payment processing, capturing, and depositing all payment stubs and checks. Century Bank and Trust Company (Century Bank) will process timely deposits and provide same-day remittance documents and payment information to the Division. Further, Century Bank will provide the Division a secure Web Portal to access relational database(s) or other technical means to provide a robust and user-friendly reporting environment and access to images of the payment and remittance slip. Century Bank will collect and process all payments received through the lockbox service daily and provide the Division with an electronic report and upload file of all transactions received. Finally, Century Bank shall transfer all payments into the State Treasury account on a daily basis with a report being sent to the Division indicating amount of transfer.

Tickets are issued for parking violations, with a minimum charge of \$25 if the ticket is paid within 20 days. If payment is not received within 20 days, a \$25 late fee is assessed on top of the original fine amount. If payment is not received within 40 days, a second \$25 late fee is assessed on top of the original fine amount. If payment is still not received, a third and final \$25 late fee is assessed bringing the minimum outstanding balance to \$100 (and maximum \$325 depending on the fine). If payment is not received within 80 days, the citation and outstanding fees are referred to our collection agency for further action.

On November 19, 2018, a Request for Proposals (RFP) for "DPR – Seacoast Parking Citation Lockbox Services" was advertised on the Department of Administrative Services' website. The RFP was also sent to a list of vendors provided by the Department of Administrative Services. Two (2) firms submitted proposals by the closing date of December 13, 2018. Century Bank was subsequently selected as the

preferred vendor based on the scoring provided by the review panel. Century Bank is the incumbent contractor currently providing these services to the Division. A summary of the scoring is attached for your review.


As an operationally self-funded agency, the Division must manage its funds very closely and must focus on a positive financial performance to maintain the NH State Park System into the future. This contract allows the Division to continue to provide quicker processing time with payments and issuing late fee notices. The Division uses less staff time processing the payments thus saving the Division over \$20,000 in staff salary and benefits. The lockbox services will also assure the Division remains audit compliant with collection procedures.

The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully Submitted,

Concurred,

  
Philip A. Bryce  
Director

  
Sarah L. Stewart  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**Department of Natural and Cultural Resources**  
**DPR - Seacoast parking Citation Lockbox Services**  
**DNCR - RFP 2019-218**

**Scoring Summary**

Company	Company Address	Solution Cost	Vendor Qualifications	Vendor Approach	Quality Control Plan	Business Continuity Plan	TOTAL
		20 Pts Max	20 Pts max	40 Points Max	10 Points Max	10 Points Max	100 Pts Max
Century Bank	400 Mystic Avenue Medford MA 02155	20.00	20.00	40.00	10.00	9.00	119.00
Citizens Bank	900 Elm Street NE 1680 Manchester NH 03101	16.94	17.50	39.00	10.00	10.00	93.44


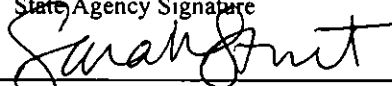
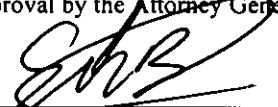
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

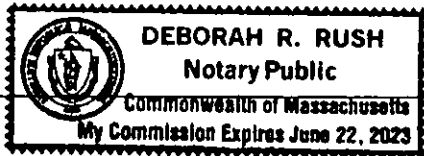
**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name DNCR - Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name  <p style="text-align: center;"><b>Century Bank and Trust Co.</b></p>		1.4 Contractor Address 400 Mystic Avenue, Medford MA 02155	
1.5 Contractor Phone Number 781-393-4041	1.6 Account Number 73000000-103 -502644	1.7 Completion Date 3/31/2021	1.8 Price Limitation \$13,108.08
1.9 Contracting Officer for State Agency Dee Dee Hanson, Program Specialist		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brian J. Feeny, Executive Vice President	
1.13 Acknowledgement: State of _____, County of _____  On <u>2/15/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <u>Deborah R. Rush</u>			
1.13.2 Name and Title of Notary or Justice of the Peace  <u>Deborah R. Rush, SVP</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Sarah L. Stewart, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: <u>N/A</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>2/27/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			



**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

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<b>1.3 Contractor Name</b> Century Bank and Trust Company <div style="text-align: right; margin-top: 10px;"> </div>		<b>1.4 Contractor Address</b> 400 Mystic Avenue, Medford MA 02155	
<b>1.5 Contractor Phone Number</b> 781-393-4041	<b>1.6 Account Number</b> 73000000-103-502644	<b>1.7 Completion Date</b>	<b>1.8 Price Limitation</b> 13,108.08
<b>1.9 Contracting Officer for State Agency</b> Dee Dee Hanson, Program Specialist		<b>1.10 State Agency Telephone Number</b> 603-271-3556	
<b>1.11 Contractor Signature</b>		<b>1.12 Name and Title of Contractor Signatory</b> Brian J. Feeney, Executive Vice President	
<b>1.13 Acknowledgement:</b> State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>			
<b>1.14 State Agency Signature</b>  Date: _____		<b>1.15 Name and Title of State Agency Signatory</b>	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By: _____ On: _____			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b>  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

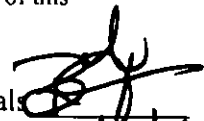
**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date

  
2/15/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.


**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials   
Date 2/15/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.


**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials   
Date 2/15/19 



**State of New Hampshire  
Department of Natural and Cultural Resources  
Division of Parks & Recreation**

**SEACOAST PARKING CITATION PAYMENT LOCK BOX SERVICES**

**Exhibit A: Scope of Agreement**

Century Bank (Vendor) to provide lockbox service in connection with payments received for Seacoast parking meter citations issued by the State of New Hampshire – Division of Parks and Recreation (Agency). The Vendor agrees to process payments on behalf of the Agency in a secure facility. Services include:


- Collect, process, and report payments received through the mail.
- Scan necessary supporting documentation including parking citations and checks when available.
- Provide daily electronic file(s) of payments received with all required data fields for uploading purposes to the Agency's citation control management system.
- Process all lockbox transactions received on same day by 2:00 pm EST. Daily report for uploading payments shall be received by Agency by 3:00 pm EST.
- Provide scanned images daily through web inquiry tools. Further, provide monthly detailed file of all images and collections received during the month.
- In accordance with RSA 6:11, the vendor shall transfer funds daily to the State Treasury bank account with summary report of daily total activity to facilitate revenue collection, except \$500 which may be maintained on a daily basis to offset returned deposit items.
- Provide local Post Office Box for payments that Vendor will retrieve and process.
- Vendor agrees to achieve an overall error ratio of less than 1 in over 25,000 transactions and encoding error ratio of less than 1 in 114,000 items. Additionally, they assure same day timely processing.
- Provide information about new products and services as they become available.
- Provide capability for additional reporting as needed.
- Annually provide State with SOC-1 reporting.

Additionally, PCI DSS compliance certification responsibilities include the following:

**Whereas** Department of Resources and Economic Development, Division of Parks and Recreation ("Agency") secures services from Century Bank ("Vendor") under a Contract dated \_\_\_\_\_ (date), which services involve the processing of merchant card transactions, specifically Seacoast Parking Citation payments; and

**Whereas** Agency is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and


**Whereas** Vendor processes, transmits, and/or stores cardholder data in the performance of services provided to Agency, and is therefore considered a "service provider" under Requirement 12.8 of the PCI DSS; and

  
2/15/19

**Whereas** Requirement 12.8.2 of the PCI DSS requires the Agency to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses; and

**Whereas** Requirement 12.8.4 of the PCI DSS requires the Agency to maintain a program to monitor the service provider's PCI DSS compliance status at least annually;  
It is hereby agreed that:

- 1) Vendor agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.
- 2) Vendor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- 3) Vendor agrees to supply the current status of Vendor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Agency. Vendor must supply to Agency an attestation of compliance at least annually.
- 4) Vendor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall Vendor's notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
- 5) Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.

  
2/15/19

**Exhibit B: Payment Schedule**

<b>Processing Fees:</b>	<b>Unit Price</b>
Check	\$0.00
Invoices	\$0.10
Check Only Transaction	\$0.25
MICR Correction Keystrokes	\$0.00
Scanline Correction Keystrokes	\$0.00
Data Entry Keystrokes	\$0.00
Amount Keystrokes	\$0.00
Non-Processable	\$0.10
<b>Monthly Fees:</b>	
Monthly CD-Rom	\$15.00
Monthly Maintenance Remote Lockbox	\$20.00
Web Inquiry	\$25.00
File Transmission	\$30.00
<b>Administrative/Returned Check Fees:</b>	
Returned Check redeposited	\$2.00
Returned check chargeback	\$6.00
Incoming electronic credits/debits	\$0.00
Postage (at cost)	At Cost
Annual PO Box Rental Fee	At Cost
Lockbox deposits	\$0.50
Deposited Checks	\$0.05
Transfer to State	\$5.00
Correspondence	\$0.00

The Vendor agrees to submit a monthly invoice based on number of transactions and monthly maintenance. Fees are expected to be expended as follows:

FY2019: \$1,092.34 (May 1, 2019 to June 30, 2019)  
FY2020: \$6,554.04 (July 1, 2019 to June 30, 2020)  
FY2021: \$5,461.70 (July 1, 2020 – April 30, 2021)

Total contract not to exceed: \$13,108.08.


This contract shall commence upon approval by the Governor and Executive Council with a completion date of March 31, 2021. The contract term may be extended by an additional term of two (2) years at the sole option of the State, subject to the Vendor's prior written agreement on terms and applicable fees for each extended term, contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval, as required.

  
2/15/19

### Exhibit C: Additional Provisions

The following Additional Provisions shall apply to this contract. In the event that any of these provisions conflict with the General Provisions, the Additional Provisions shall prevail.

- 1) Vendor Processing of Checks – The Agency authorizes the Vendor to endorse all checks received on Agency’s behalf through this service. Vendor may accept checks for deposit to the State Treasury account without endorsement and regardless of any difference between the name of the payee and the legal name of the customer. Agency will be deemed to warrant the endorsement of all items Vendor receives through this service, as well as Agency’s right to receive such items for deposit to the State Treasury account.
  
- 2) Confidential Information – Confidential Information can only be used for the purpose of evaluating each party and for the purposes of providing the ongoing Services, and each party shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Each party may disclose Confidential Information to its Affiliates, employees and consultants (“Representatives”), in each case if such Representatives have a need to know, and providing such Representatives: (i) use the Confidential Information for the purposes of the provision of the Services only, and (ii) are bound to protect the Confidential Information as required hereunder. The parties shall each be responsible for any breach of the terms of this Agreement by them or their Representatives and agree, at their sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain their respective Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Each party shall establish and maintain appropriate controls and measures designed to ensure the security and confidentiality of Confidential Information, to protect against any anticipated threats or hazards to the security and integrity of such information, and to protect against unauthorized access to or use of such information. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
  - a. the receiving party can demonstrate is in its possession or control at the time of its disclosure hereunder;
  - b. is or becomes publicly known, through no wrongful act of the receiving party;
  - c. the receiving party can demonstrate was received by such party from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to the disclosing party;
  - d. the receiving party can demonstrate was developed independently by such party without reference to the Confidential Information; or
  - e. is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law; provided, however that before making such disclosure, the receiving party shall give the disclosing party an adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information.

  
2/15/19

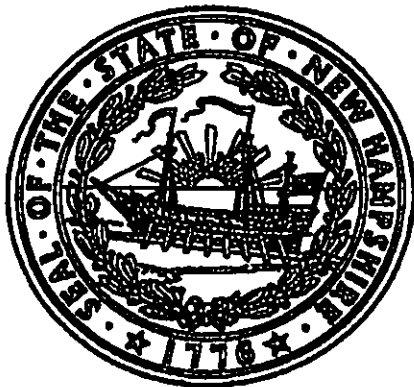
**State of New Hampshire  
Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that documents regarding CENTURY BANK AND TRUST COMPANY, were filed in this office on July 31, 2015.

INFORMATION REGARDING ANNUAL REPORTS AND/OR FEES MUST BE OBTAINED FROM THE NEW HAMPSHIRE BANKING DEPARTMENT.

Business ID: 729890



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of February A.D. 2017.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



Our family's bank. And yours.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Century Bank and Trust Company held on August 11, 2015, at which a quorum was present and voting throughout, it was

VOTED: That any one of the following officers are hereby authorized and empowered to make, enter into, sign, seal and deliver on behalf of this Corporation, a contract for banking services with any governmental corporation, including, but not limited to state, municipal and/or their public agencies:

Any member of the Management Committee; including the Head of Government Banking or his designee

ATTEST: Rosalie Lunis  
Secretary

Medford, Massachusetts

I hereby certify that I am President and CEO and a member of the Management Committee of said Corporation, that Brian J. Feeney is Executive Vice President, and a member of the Management Committee, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

[Signature]  
Barry R. Sloane, President and CEO

ATTEST: Rosalie Lunis  
DATE: 2-15-19



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1  
DATE (MM/DD/YYYY)  
05/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 1-877-945-7378      FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Century Bank & Trust Company 400 Mystic Avenue Medford, MA 02155	<b>INSURER A:</b> National Fire Insurance Company of Hartford      NAIC# 20478	
	<b>INSURER B:</b> Valley Forge Insurance Company      20508	
	<b>INSURER C:</b> Continental Casualty Company      20443	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W6345800      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEM. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6042608776	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6042608793	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2090608702	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	6042608809	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property		6042608776	06/01/2018	06/01/2019	BPP \$49,972,385 Business INC with EE \$3,925,000 Deductible Excl Flood \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  State of New Hampshire- Department of Resources and Economic Development Attn: DeeDee Hanson 1720 Pembroke Rd. Concord, NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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