



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

November 6, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the Department of Administrative Services to **retroactively** enter into a second amendment to the current contract with Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank") of Jamaica Plain, MA, (VC #177856) for Merchant Card Processing Services originally approved by Governor and Executive Council on September 18, 2013, Item #27E, and amended and approved by Governor and Executive Council on August 5, 2014, Item #105. This amendment realigns dates of Conversion Assistance for conversion from the First Data processing platform to the BAMS processing platform ("Second Amendment"), by extending the end date only from November 14, 2014 to March 15, 2016, with all other terms and conditions remaining the same, effective upon Governor and Council approval. Bank of America has agreed to cover the costs of conversion.

EXPLANATION

This request is being submitted **retroactively** because not all state agencies were able to convert from the previous credit card processor's platform to the Bank of America platform during the timeframe originally planned. Some agencies did not start the conversion process until well into 2015. Some are unable to convert even now, because they are tied to an existing platform utilized by the NH Liquor Commission (NHLC). A Second Amendment is now needed to revise the dates of Conversion Assistance to be November 15, 2014 to March 15, 2016.

At the beginning of the original contract, Bank of America was unable to support the conversion of gift cards requested by NHLC, due to the limitations of BAMS' processing platform. NHLC was unable to convert unless they could continue with their existing gift card program. After these issues were resolved, NHLC imposed strict time constraints on when the

conversion could take place at their facilities, based upon NHLC's busy seasons. As the project restarted in early 2014, the NHLC decided to introduce a Premium Gift Card Program rather than the Standard Gift Card Program already in process. This decision caused further delay as work was already underway on the standard program.

There were many starts and stops to this project due to issues with NHLC's antiquated point of sale system. Other issues included a lack of resources, project timeline commitments, and a failed Request for Proposal (RFP) for a new point of sale system. Additionally, NHLC conducted another RFP process this past spring, to select an encryption and tokenization vendor which would allow it to become EMV (Europay, MasterCard and Visa) compliant by the 10/1/15 date required by the major card brands. Lengthy negotiations on that contract, as well as negotiations with their current vendor who is required to work in tandem on the conversion, have caused further delays.

NHLC has committed to begin the process for conversion after the January 1, 2016 holiday, a process that is estimated to take 4-6 weeks. The State of NH and BAMS have agreed the conversion will be completed by March 15, 2016.

Based on the foregoing, I am respectfully recommending approval of the Second Amendment to the Banc of America Merchant Services, LLC contract.

Respectfully submitted,



Vicki Quiram
Commissioner

**State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Merchant Card Processing Services**

- **SECOND CONTRACT AGREEMENT**

P-37

Subject: Amendment to Merchant Card Processing Services

This Amendment ("Amendment") is made and entered into by and between Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank"), (collectively, "Servicers") and State of New Hampshire, Department of Administrative Services, Bureau of Purchase and Property, a New Hampshire corporation, having offices located at State House Annex Room 102, 25 Capitol Street, Concord, New Hampshire 03301 ("State") as of this 29 day of October, 2015, to amend and supplement that certain Statewide Contract for Credit Card Processing Services Contract approved by NH Governor and Council on September 18, 2013, Item #27E, and amended and approved by NH Governor and Council on August 5, 2014, Item #105, (the "Agreement").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Servicers and State do hereby agree as follows:

I. **Conversion Assistance.** The last sentence of Section 3.3 of Exhibit C – Special Provisions to Form P-37 is hereby deleted and replaced in its entirety with the following:

All AGENCIES participating under this Agreement must begin the Conversion by ~~November~~ January 1, 2014 (lp), and be completed by March 15, 2016.

II. **Agreement Confirmation.** Except as otherwise amended hereby, the Agreement is hereby ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized officers, all as of the day and year first written above.

BANC OF AMERICA MERCHANT SERVICES, LLC

By: Carl Spill
Title: SVP
Date: 10/29/15

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 29th day of October, 2015
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Ed Mykes

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hands and seal.

THE STATE OF NEW HAMPSHIRE

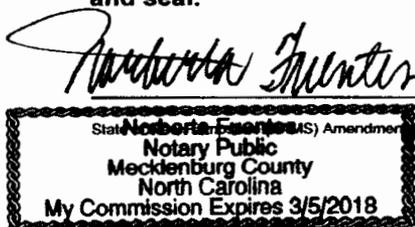
By: Vicki V. Quirran
Title: Commissioner DAS
Date: 11-13-15

OFFICE OF THE ATTORNEY GENERAL

By: Jill Desrochers
(Print Name) Jill Desrochers
Title: Assistant Attorney General
Date: 11/24/15

The foregoing contract was approved by Governor and Council of New Hampshire on:

_____, 2015



**State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Merchant Card Processing Services**

- **SECOND CONTRACT AGREEMENT**

P-37

Subject: Amendment to Merchant Card Processing Services

This Amendment ("Amendment") is made and entered into by and between Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank"), (collectively, "Servicers") and State of New Hampshire, Department of Administrative Services, Bureau of Purchase and Property, a New Hampshire corporation, having offices located at State House Annex Room 102, 25 Capitol Street, Concord, New Hampshire 03301 ("State") as of this 29 day of October, 2015, to amend and supplement that certain Statewide Contract for Credit Card Processing Services Contract approved by NH Governor and Council on September 18, 2013, Item #27E, and amended and approved by NH Governor and Council on August 5, 2014, Item #105, (the "Agreement").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Servicers and State do hereby agree as follows:

I. **Conversion Assistance.** The last sentence of Section 3.3 of Exhibit C – Special Provisions to Form P-37 is hereby deleted and replaced in its entirety with the following:

All AGENCIES participating under this Agreement must begin the Conversion by ~~November 15, 2014~~, and be completed by March 15, 2016. January 1, 2014 (lp)

II. **Agreement Confirmation.** Except as otherwise amended hereby, the Agreement is hereby ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized officers, all as of the day and year first written above.

BANC OF AMERICA MERCHANT SERVICES, LLC

By: *Carl SVP*
Title: SVP
Date: 10/29/15

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 29th day of October, 2015
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Ed Mykes

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hands and seal.

THE STATE OF NEW HAMPSHIRE

By: *Victor P. Sullivan*
Title: Commissioner, DAS
Date: 11-13-15

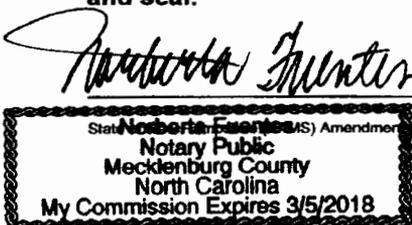
OFFICE OF THE ATTORNEY GENERAL

By: *Bill Desrochers*
Bill Desrochers
(Print Name)

Title: Assistant Attorney General
Date: 11/24/15

The foregoing contract was approved by Governor and Council of New Hampshire on:

_____, 2015



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 Banc of America Merchant Services, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on October 13, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of October, A.D. 2015

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

William M. Gardner
Secretary of State

Banc of America Merchant Services, LLC

Secretary's Certificate

I, JoAnn Carlton, Secretary of Banc of America Merchant Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("BAMS"), do hereby certify as follows:

The Senior Vice President of Large Corporate Sales is duly authorized to execute and deliver contracts and other instruments on behalf of BAMS and its wholly owned subsidiaries First Data Services LLC and BA Merchant Services, LLC, as he deems necessary or desirable subject, at all times, to the applicable policies of BAMS and other limitations on its officers' authority.

The following person is duly elected, qualified and acting Senior Vice President of Large Corporate Sales for BAMS, he is now serving in such capacity, and his signature as set forth below is genuine:

Name	Signature
Edward F. Sykes	

IN WITNESS WHEREOF, I have signed this Secretary's Certificate on September 1, 2015

By: 
JoAnn Carlton, Secretary

Banc of America Merchant Services, LLC

Secretary's Certificate

I, JoAnn Carlton, Secretary of Banc of America Merchant Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("BAMS"), do hereby certify as follows:

The Senior Vice President of Large Corporate Sales is duly authorized to execute and deliver contracts and other instruments on behalf of BAMS and its wholly owned subsidiaries First Data Services LLC and BA Merchant Services, LLC, as he deems necessary or desirable subject, at all times, to the applicable policies of BAMS and other limitations on its officers' authority.

The following person is duly elected, qualified and acting Senior Vice President of Large Corporate Sales for BAMS, he is now serving in such capacity, and his signature as set forth below is genuine:

Name	Signature
Edward F. Sykes	

IN WITNESS WHEREOF, I have signed this Secretary's Certificate on September 1, 2015

By: 
JoAnn Carlton, Secretary

105
[Signature]



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

June 24, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to amend a contract with Banc of America Merchant Services, LLC, Englewood, Colorado, (VC #177856), originally approved by Governor and Executive Council on September 18, 2013, item #27 for the conversion of the merchant card services processing platform by extending the end date only from August 31, 2014 to November 14, 2014, with all other terms and conditions remaining the same, effective upon Governor and Council approval.

EXPLANATION

Banc of America Merchant Services, LLC provides merchant card services for 17 state agencies. As part of the original agreement approved by Governor and Executive Council on September 18, 2013, Section 3.3 of Exhibit C, the state is required to work with Banc of America to convert from their existing payment transaction processing platform to a Banc of America preferred platform by August 31, 2014. The cost for the conversion is to be paid by Banc of America. Due to the age of some of the state's point of sale devices we have encountered a delay in obtaining the correct pin pad devices that are required to complete the conversion. As a result we are requesting an extension with the timeline to complete the conversion from August 31, 2014 to November 14, 2014. This will allow us enough time to complete the conversion while minimizing any disruption to sales revenue for the Liquor Commission during their busy season. All other terms of the contract will remain in effect.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

**State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Merchant Card Processing Services**

FIRST CONTRACT AGREEMENT

P-37

Subject: Amendment to Merchant Card Processing Services

This Amendment ("Amendment") is made and entered into by and between Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank"), (collectively, "Servicers") and State of New Hampshire, Department of Administrative Services, Bureau of Purchase and Property, a New Hampshire corporation, having offices located at State House Annex Room 102, 25 Capitol Street, Concord, New Hampshire 03301 ("State") as of this 10th day of June, 2014, to amend and supplement that certain Statewide Contract for Credit Card Processing Services Contract approved by NH Governor and Council on September 18, 2013, item #27E. (the "Agreement").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Servicers and State do hereby agree as follows:

- I. **Conversion Assistance.** The last sentence of Section 3.3 of Exhibit C – Special Provisions to Form P-37 is hereby deleted and replaced in its entirety with the following:

All AGENCIES participating under this Agreement must begin the Conversion by January 01, 2014 and be completed by November 14, 2014.

- II. **Agreement Confirmation.** Except as otherwise amended hereby, the Agreement is hereby ratified in all respects and shall remain in full force and effect. THIS AMENDMENT IS NOT BINDING OR EFFECTIVE UNTIL FULL EXECUTION BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized officers, all as of the day and year first written above.

BANC OF AMERICA MERCHANT SERVICES, LLC

By: _____

Title: _____

Date: _____

[Signature]
SVP Sales & Operations
6/12/14

THE STATE OF NEW HAMPSHIRE

By: _____

Title: _____

Date: _____

[Signature]
Commissioner
7/1/14

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Merchant Card Processing Services

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 12 day of June, 2014
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Ed Sykes

And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hands
and seal.

Norberta Fuentes

OFFICE OF THE ATTORNEY GENERAL

By: M.K. Brown

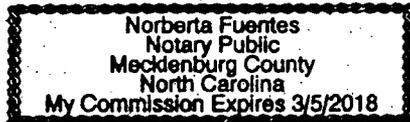
Michael K. Brown
(Print Name)

Title: Sr. Assis. At

Date: 7/7/14

The foregoing contract was approved by
Governor and Council of New Hampshire
on:

_____, 2014



Banc of America Merchant Services, LLC

Secretary's Certificate

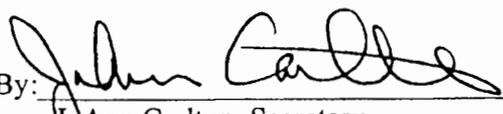
I, JoAnn Carlton, Secretary of Banc of America Merchant Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("BAMS"), do hereby certify as follows:

The Senior Vice President of Large Corporate Sales is duly authorized to execute and deliver contracts and other instruments on behalf of BAMS and its wholly owned subsidiaries First Data Services LLC and BA Merchant Services, LLC, as he deems necessary or desirable subject, at all times, to the applicable policies of BAMS and other limitations on its officers' authority.

The following person is duly elected, qualified and acting Senior Vice President of Large Corporate Sales for BAMS, he is now serving in such capacity, and his signature as set forth below is genuine:

Name	Signature
Edward F. Sykes	 _____

IN WITNESS WHEREOF, I have signed this Secretary's Certificate on June 10, 2014

By: 
JoAnn Carlton, Secretary

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Merchant Card Processing Services

Section of original
Contract being amended.

3.3 Conversion Assistance.

The State and Contractor agree to transition the State's transaction processing to the BAMS-preferred platform (the "Conversion"). The Conversion will be subject to the State's completion of a Technical Survey and implemented pursuant to a mutually agreeable Statement of Work and Project Plan. All AGENCIES participating under this Agreement must begin the Conversion by January 01, 2014 and be completed by August 31, 2014.

3. DELETE PARAGRAPH 4, CONDITIONAL NATURE OF AGREEMENT, AND REPLACE WITH THE FOLLOWING:

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, the State's ability to pay all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, is contingent upon the availability and continued appropriation of 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 T.6 in the event funds in that Account are reduced or unavailable. The State will use best efforts to seek appropriations in order to fulfill its obligations for amounts due and owing to Contractor under this Agreement. In the event that the State fails to timely pay any amounts due under the Agreement as a result of insufficient available legally appropriated funds, then Contractor may terminate this Agreement upon 10 days' notice to the State; provided, however, that (a) such amounts will remain due until paid in full; (b) the State agrees to act in good faith to seek appropriations as soon as practicable; and (c) if such amounts are paid within 10 days of such notice then termination of the Agreement will not occur, and the Agreement will in full force and effect.

4. Delete Paragraph 5, CONTRACT PRICE/PRICE LIMITATION/ PAYMENT, and replace with the following:

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, exclusive of fines or penalties assessed by the Payment Brands, as is more specifically described in Section 12.2 of Exhibit C-1.

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 807 through RSA 807-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 T.8.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT AND ANY APPENDA TO THE CONTRARY, THE STATE'S CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUDING OF THE STATE'S LIABILITY UNDER SECTION 13(A) AND (B) OF EXHIBIT C, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING,

27E
Jm



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

August 28, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a statewide agreement with Bank of America Merchant Services, LLC, Englewood, Colorado, (VC #177856) for Merchant Card processing services. This contract shall be effective upon Governor and Executive Council approval and extend through June 30, 2018. Funding for this service shall be paid through a transaction fee that is deducted from the gross revenue of each respective transaction; the contract price limitation shall be \$25,000,000.00.

EXPLANATION

This contract provides Merchant Card processing services to enable State Agencies to accept credit cards, debit cards or stored value cards for the purchase or payment of registrations, fees, fines, goods and services. In order to solicit for said services, in November of 2012 the Department issued a Request for Proposal ("RFP"). This RFP solicited for Merchant Card Processing Services (Option #1) and for Fully Supported Payment Processing Solutions (Option #2). This contract is for the provision of the Option #1 services.

Notification of the RFP was released to several firms within the industry and public notice was provided in the Manchester Union Leader. Lastly, the RFP was available for review upon the Department of Administrative Services website. In response to Option #1 of the RFP, three firms submitted proposals to provide Merchant Card processing services. Two of the proposals were selected to be reviewed while the third was deemed non-compliant on the basis of having inadequately presented their pricing. Proposals were evaluated on the basis of 185 points in the following categories: pricing (125 points), response to a vendor questionnaire (30 points) and technical qualifications (30 points).

In order to perform the evaluation, a team of representatives from the Department of Administrative Services, the Department of Information Technology, the Department of Treasury, the Liquor Commission and the Department of Safety was engaged. Based upon the evaluation criteria, Bank of America Merchant Services was chosen as the highest scoring proposal. Attached is a copy of the scoring sheet(s).

Based on the foregoing, I am respectfully recommending approval of the contract with Bank of America Merchant Services, LLC.

Respectfully Submitted,

A handwritten signature in black ink that reads "Linda M. Hodgdon".

Linda M. Hodgdon
Commissioner

**State of New Hampshire
 Department of Administrative Services
 Bureau of Purchase and Property
 Statewide Contract for Merchant Card Processing Services**

CONTRACT AGREEMENT

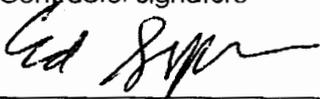
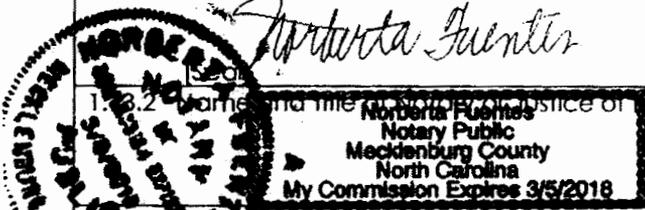
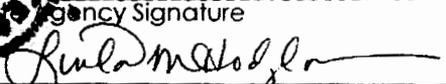
P-37

Subject: Agreement for Merchant Card Processing Services

AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Bank of America Merchant Services		1.4 Contractor Address <i>See Section 17 Exhibit C</i>	
1.5 Contractor Phone <i>502-315-2025</i>	1.6 Account Number <i>N/A</i>	1.7 Completion Date <i>10/30/2018</i>	1.8 Price Limitation <i>\$25,000,000.00</i>
1.9 Contracting Officer for State Agency Rudolph Ogden		1.10 State Agency Telephone Number 603 271 3235	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <i>Ed Sykes, SVP</i>	
1.13 Acknowledgement: State of _____, County of _____ On <i>September 4, 2018</i> , 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 			
1.13.2 Name and Title of Notary Public or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)			

**State of New Hampshire
 Department of Administrative Services
 Bureau of Purchase and Property
 Statewide Contract for Merchant Card Processing Services**

By:	<i>Nick Brown, S.M.A.L.</i>	On:	<i>9/10/13</i>
1.18 Approval by the Governor and Executive Council			
By:	<i>[Signature]</i> DEPUTY SECRETARY OF STATE		
			SEP 18 2013

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages BANK OF AMERICA, NA ("BANK") and BANC OF AMERICA MERCHANT SERVICES, LLC ("BAMS") and, together with BANK and any other third party providers who enter into Supplements to this Agreement in order to perform services hereunder, collectively, "SERVICERS" or "Contractor") for the Services described herein and attached as Exhibit A ("Services").

BANK's obligations hereunder shall be limited to the sponsorship and settlement of certain Card transactions submitted in accordance with the terms and conditions of this Agreement and the Card Organization Rules, and BANK shall not have any obligation or liability of any nature in connection with any services of any kind provided by BAMS or its Affiliates hereunder or pursuant hereto. In performing this Agreement, without diminishing SERVICERS' obligations to CUSTOMER, SERVICERS may use the services of third parties, including, without limitation, their respective Affiliates.

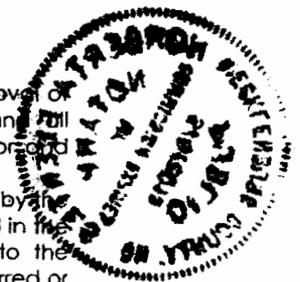
This Agreement governs processing services regarding credit, debit and certain other Card transactions and other services, as those services are further described in this Agreement, the Fee Schedule attached hereto as Schedule A (including any additions and changes thereto, the "Fee Schedule"), any and all concurrent and subsequent addenda, supplements or schedules to this Agreement (each, including the Fee Schedule, as amended from time to time, a "Supplement"), and the Card Organization Rules, all as elected by CUSTOMER and approved by SERVICERS (or their applicable Affiliate) (for the purposes of this Agreement, collectively, the "Services"). Unless otherwise expressly provided in this Agreement or any Supplement, (i) references to each Supplement shall be deemed to include this Agreement and (ii) references to this Agreement shall be deemed to include each Supplement. To the extent the terms of a Supplement directly conflict with the terms of this Agreement, the terms of that Supplement shall control.

Subject to Card Organization Rules, Services may be performed by BAMS or BANK subject to the agreements between them as the same may be modified from time to time. In addition to SERVICERS, one or more affiliates of BAMS may assist in providing Terminals or other equipment and local support functions in connection with this Agreement.

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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.



State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Merchant Card Processing Services

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. 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 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.

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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.

irregular Card sales by CUSTOMER, excessive Chargebacks (in excess of 1.0% of transaction or dollar volume) ; or thirty (30) days' and concurrent cure period

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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.

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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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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.

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Exhibit A - Statement Of Work

DEFINITIONS.

Capitalized terms used in this Contract shall have the meanings given below:

ACH/EFT	Automated Clearing House/electronic funds transfer; often used interchangeably; an ACH payment is a form of electronic funds payment that is sent from one bank to another via the ACH network which is federally regulated and operates pursuant to the rules and stands set by National Automated Clearing House Association (NACHA)
Agency	A State of New Hampshire agency, division, office, department, bureau, commission or other entity performing a governmental or proprietary function for the State of New Hampshire.
Association or "Card Organization"	"Any entity formed to administer and promote Cards, including without limitation Visa U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") and DFS Services LLC ("Discover"), and any applicable Debit Networks
"Association Rules" or "Payment Brand Rules" or "Card Organization Rules"	The rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBT, the Quest Operating Rules and with respect to PIN debit Cards, the rules, regulations, policies and procedures of the applicable Debit Network). (i) www.pcisecuritystandards.org/ (ii) http://www.mastercard.us/ (iii) http://usa.visa.com/ (iv) https://www.discover.com/ (v) https://www.americanexpress.com/
"Card"	See either Credit Card or Debit Card.
Cardholder	A Person whose name is embossed on the Card (or Debit Card, as applicable) and any authorized user of such Card.
Chargeback	A Card transaction (or disputed portion thereof) that is returned to SERVICERS by the Issuer, the liability of which is the CUSTOMER's responsibility.
Confidential Information	Information the parties shall keep confidential from unauthorized disclosure.
Contract	Statewide Contract for Credit Card Processing Services
Contract Documents	Documents that comprise this Contract as identified in Exhibit A, <i>SOW</i> , Section 1.1.

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Contract Manager	The persons identified by the State and Contractor in Exhibit A, <i>SOW</i> .
“Contractor”	Banc of America Merchant Services, LLC
“Customer”	State of New Hampshire
Credit	Deposit into an account
DAS	N.H. Department of Administrative Services
Debit	A charge against a bank account
“Electronic Check” or “E-Check”	A generic term for a non-credit/debit card payment that results in an ACH debit to consumer's account and credit to the receiver's account
Effective Date	The date on which this Contract takes effect upon Governor and Executive Council approval.
EMV	Chip based payment card, Aka smart card, containing and embedded microprocessor that has information needed to use the card for payment. The chips are protected by various security features. The EMV chip cards are a more secure option to the magnetic stripe payment cards.
Form P-37	The State of New Hampshire standard form contract, Form P-37, <i>General Provisions</i> .
Fully loaded	Rates that are inclusive of all expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Initial Term or Term	The period from the Effective Date through the initial completion date set forth in Section 1.7 of the Form P-37.
IP	Internet Protocol
IVR	Interactive Voice Response System available via Touch-Tone phone
Merchant or Merchants	The State of NH entities identified in Exhibit A-2, <i>Merchants</i> , as modified from time to time by the State, at its sole discretion, during the Term.
Merchant Account	Merchant settlement bank accounts assigned by the Treasurer, as amended by the Treasurer from time to time.
“Merchant ID Number” or “Merchant Identification Number”	An identification number assigned by the Contractor to an individual Merchant.
Non-Exclusive Contract	A contract that does not restrict the State from seeking alternative contractors or sources for the products and services provided under this Contract.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

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Not to Exceed Contract	A contract that has a fixed price limitation. See Exhibit B.
Notice to Proceed	The State Contract Manager's written direction to the Contractor to begin work on this Contract on a specified date and time.
Order of Precedence	The order in which Contract Documents govern in the event of any conflict or ambiguity among them.
"Payment Card Industry Data Security Standards" or "PCIDSS"	A set of security standards established by Payment Card Industry Security Standards Council.
Payment Method Provider	Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other Credit Card and Debit Card providers, or any debit network providers, whose payment method Contractor accepts for processing.
PCI	Payment Card Industry
PCI Security Standards Council	The PCI Security Standards Council is an open global forum for the ongoing development, enhancement, storage, dissemination and implementation of security standards for account data protection. The PCI Security Standards Council's mission is to enhance payment account data security by fostering broad adoption of the PCI Security Standards. The organization was founded by American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc.
"POS" or "Point of Sale"	Point of sale service for Credit and/or Debit cards and E-checks.
Proposal	The Contractor's written Proposal submitted to the State in response to RFP 2013-153.
"RFP" or "Request for Proposal"	Request For Proposal 2013-153 issued by the N.H. Department of Administrative Services.
Sales Data	Electronic record of a sale representing payment by use of a Card or a refund/credit to a Cardholder.
Services	The services and products Contractor shall furnish the State under this Contract.
"Statement of Work" or "SOW"	Exhibit A, <i>Statement of Work</i> .
"State" or "State of New Hampshire"	DAS and/or Merchants, as applicable.
"State Fiscal Year" or "SFY"	The New Hampshire State Fiscal Year which begins on July 1 st and ends on June 30 th of the following calendar year
Settle	Deposit of funds into an account
Tokenization	The process of breaking a stream of text up into words, phrases, symbols or other meaningful elements called tokens
Transaction	An agreement between a buyer and a seller for the exchange of goods or services for payment
Treasurer	State of N.H. Treasurer
Wire Transfer	Electronic transfer of funds with settlement the same business day.