



LINDA M. HODGDON
Commissioner
(603) 271-3201

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120
Concord, New Hampshire 03301

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

July 29, 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 an amendment to the current contract with First Data Services, LLC of Delaware, (VC #175289) for Merchant Card processing services originally approved by Governor and the Executive Council on July 16, 2008, item 23, and as amended on June 19, 2013, item 42F, by extending the completion date from September 1, 2013 to January 1, 2014, effective upon Governor and Executive Council approval. Funding for this service shall be paid through a transaction fee that is deducted from the gross revenue of each respective transaction.

EXPLANATION

This contract for Merchant Card Processing Services was originally approved by Governor and the Executive Council on July 16, 2008, item 23. On June 19, 2013, item 42F, Governor and the Executive Council approved an amendment to extend the term until September 1, 2013. The 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. The contract was originally approved with Paymentech, LLC to which First Data Services, LLC is an assignee and successor in interest and obligation.

The extension is requested to allow the State the requisite time to complete its procurement process related to the solicitation for continued access to these services. All other terms and conditions shall remain in full force and effect.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

**SECOND AMENDMENT
TO THE STATEWIDE CONTRACT FOR CREDIT CARD
PROCESSING SERVICES BY AND BETWEEN
FIRST DATA SERVICES, LLC AND THE STATE OF NEW HAMPSHIRE**

This Amendment ("Amendment") is made and entered into by and between First Data Services, LLC ("FDS"), as assignee of Paymentech, LLC, (collectively, "FDS") and the State of New Hampshire, Department of Administrative Services, located at 25 Capitol Street, Concord, New Hampshire 03301 ("State") as of this 21st day of July, 2013, to amend and supplement that certain Statewide Contract for Credit Card Processing Services Contract (State Contract #8000292) between the parties dated July 16, 2008 (the "Agreement"), and as amended June 19, 2013.

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

- I. The term of the Agreement shall be extended through January 1, 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.

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.

FIRST DATA SERVICES, LLC

By: Ed Sykes
Ed Sykes
(Print Name)

Title: SVP

Date: 7/31/13

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 31st day of July, 2013,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

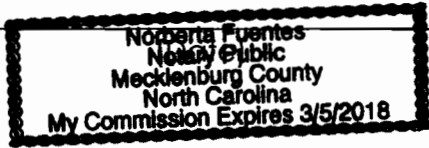
Ed Sykes

And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

Norberta Fuentes
(Notary Public/Justice of the Peace)

My commission expires:



STATE OF NEW HAMPSHIRE

By: Linda M. Hodgdon
Linda M. Hodgdon
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 8/1/13

OFFICE OF THE ATTORNEY GENERAL

By: Michael K. Brown
Michael K. Brown
(Print Name)

Title: Sen. Asst. Atty. General

Date: 8/1/13

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

Signed: _____

(Print Name)

Title: _____

NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
JULY 1, 1991



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:

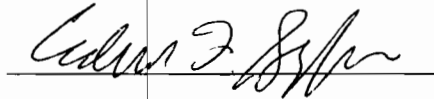
The Senior Vice President of Large Corporate Sales is duly authorized to execute and deliver contracts and other instruments on behalf of BAMS and its wholly owned subsidiaries First Data Services LLC and BA Merchant Services, LLC, as he deems necessary or desirable subject, at all times, to the applicable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

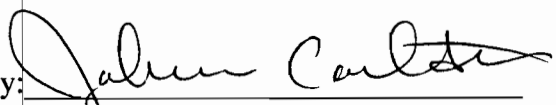
Name

Signature

Edward F. Sykes



IN WITNESS WHEREOF, I have signed this Secretary's Certificate on July 31, 2013
2013

By: 
JoAnn Carlton, Secretary

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 First Data Resources, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on April 10, 2008. 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 11th day of June, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2013

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 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).

PRODUCER Willis Ins Serv of Atlanta Inc One Glenlake Parkway, 11th Fl Atlanta GA 30328	CONTACT NAME: Heather Folsom PHONE (A/C, No, Ext): 404-224-5000 FAX (A/C, No): 404-224-5001 E-MAIL: heather.folsom@willis.com ADDRESS: heather.folsom@willis.com
INSURED FIRSDAT Banc of America Merchant Services, LLC 5565 Glenridge Connector NE, GH-13 Atlanta, GA 30342-1335	INSURER(S) AFFORDING COVERAGE INSURER A: ACE Property & Casualty Insurance C INSURER B: National Union Fire Insurance Co of INSURER C: INSURER D: INSURER E: INSURER F: NAIC #: 47326

COVERAGES CERTIFICATE NUMBER: 1207853567 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			9645234	1/1/2013	1/1/2014	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1000000 MED EXP (Any one person) \$10000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$3000000 PRODUCTS - COMP/OP AGG \$3000000 \$
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO-JECT ☐ LOC ☐						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						
A	☒ UMBRELLA LIAB ☒ OCCUR			XOOG27049217	1/1/2013	1/1/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐						
	DED ☒ RETENTION: 10000						
	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 ☐	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

First Data Services LLC is explicitly included as a named insured in the above referenced insurance policy.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services 25 Capitol Street, room 120 Concord NH 03301	CANCELLATION 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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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

May 28, 2013

*G & C Approved
6/19/13
Item 42F*

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into an amendment to the current contract with First Data Services, LLC of Colorado, (VC #175289) for Merchant Card processing services originally approved by Governor and the Executive Council on July 16, 2008, item 23, by extending the completion date from June 30, 2013 to September 1, 2013, effective upon Governor and Executive Council approval. Funding for this service shall be paid through a transaction fee that is deducted from the gross revenue of each respective transaction.

EXPLANATION

This contract for Merchant Card Processing Services was originally approved by Governor and the Executive Council on July 16, 2008, item 23. The 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. The contract was originally approved with Paymentech, LLC to which First Data Services, LLC is an assignee and successor in interest and obligation.

The extension is requested to allow the State the requisite time to complete its procurement process related to the solicitation for continued access to these services. All other terms and conditions shall remain in full force and effect.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

**FIRST AMENDMENT
TO THE STATEWIDE CONTRACT FOR CREDIT CARD
PROCESSING SERVICES BY AND BETWEEN
FIRST DATA SERVICES, LLC AND THE STATE OF NEW HAMPSHIRE**

This Amendment ("Amendment") is made and entered into by and between First Data Services, LLC ("FDS"), as assignee of Paymentech, LLC, (collectively, "FDS") and the State of New Hampshire, Department of Administrative Services, located at 25 Capitol Street, Concord, New Hampshire 03301 ("State") as of this 14 day of May, 2013, to amend and supplement that certain Statewide Contract for Credit Card Processing Services Contract (State Contract #8000292) between the parties dated July 16, 2008 (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, FDS and State do hereby agree as follows:

- I. The term of the Agreement shall be extended through September 1, 2013.
- 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.

FIRST DATA SERVICES, LLC

By: Ed Sykes
Ed Sykes
(Print Name)

Title: SVP

Date: 5/24/13

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 24th day of May, 2013,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Ed Sykes

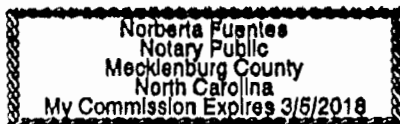
And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

Norberta Fuentes
(Notary Public/Justice of the Peace)

My commission expires:

(Date)



STATE OF NEW HAMPSHIRE

By: Linda M. Hodgdon
Linda M. Hodgdon
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 6/6/13

OFFICE OF THE ATTORNEY GENERAL

By: Michael K. Brown
Michael K. Brown
(Print Name)

Title: Sen. Legisist. H 6

Date: 6/6/13

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

Signed: _____

(Print Name)

Title: _____

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:

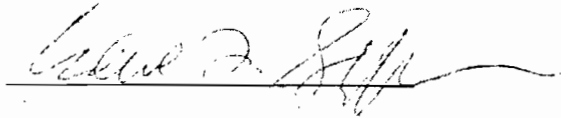
The Senior Vice President of Large Corporate Sales is duly authorized to execute and deliver contracts and other instruments on behalf of BAMS and its wholly owned subsidiaries First Data Services LLC and BA Merchant Services, LLC, as he deems necessary or desirable subject, at all times, to the applicable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

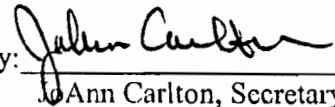
Signature

Edward F. Sykes



IN WITNESS WHEREOF, I have signed this Secretary's Certificate on May 30, 2013

By:



JoAnn Carlton, Secretary

State of New Hampshire

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

item #23

7/16/08

JOSEPH B. BOUCHARD
Commissioner
June 27, 2008

JOSEPH B. BOUCHARD
Assistant Commissioner
June 27, 2008

June 27, 2008

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, N.H. 03301

REQUESTED ACTION

The Department of Administrative Services, request approval to enter into a statewide agreement with Paymentech, LLC, of Dallas, Texas, (Vendor #116770) to provide financial card processing services. The contract shall begin on July 16, 2008 and end on June 30, 2013.

Funding for this service shall be paid through a nominal transaction fee as detailed in the contract that is deducted from the gross revenue of each respective transaction.

EXPLANATION

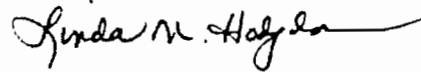
This contract is required to provide financial card processing services, to enable State Agencies to accept credit cards, debit cards or stored value cards for the purchase or payment of registrations, fees, fines, goods and services. In September of 2007, the Bureau of Purchase and Property issued a request for proposals for credit card processing services.

On November 7, 2007, seven firms submitted proposals and were considered to provide financial card processing services. The evaluation committee consisted of representatives from the Bureau of Purchase and Property, Office of Information Technology Management (OIT), Treasury, Liquor Commission and the Secretary of State. The proposals were evaluated in the following categories: pricing, response to a vendor questionnaire, and technical qualifications. The evaluation committee reduced the amount of firms to three. Presentations were held with the following three (3) firms in late November of 2008: Chase Paymentech Solutions, Citizens Bank and Fifth Third Processing Solutions.

His Excellency, Governor John H. Lynch
And the Honorable Council
June 27, 2008
Page 2

Based on the evaluation criteria, Paymentech was chosen as the highest scoring proposal. The evaluation committee utilized consensus scoring in order to assure that the perspective of each committee member received proper consideration during scoring deliberations. Each committee member brings different strengths and knowledge to the table that the other members of the committee quite often may not be aware of. This allows thorough discussion and weighing of the different perspectives during the scoring process. Attached is a copy of the scoring sheet.

Respectfully Submitted,



Linda M. Hodgdon,
Commissioner

LMH/MC

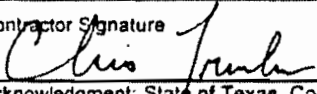
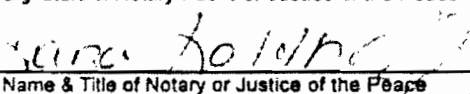
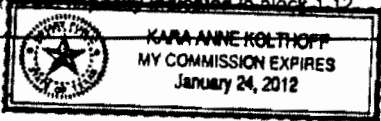
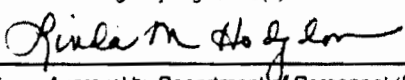
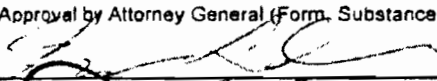
Subject: Credit Card Processing Services

AGREEMENT

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

GENERAL PROVISIONS

1 Identification and Definitions.

1.1 State Agency Name Administrative Services	1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH, 03301
1.3 Contractor Name Paymentech, LLC ("Paymentech" or "Contractor")	1.4 Contractor Address 14221 Dallas Parkway, Building II Dallas, Texas 75254
1.5 Account No. N/A	1.6 Completion Date June 30, 2013
1.7 Audit Date N/A	1.8 Price Limitation \$25,000,000.00
1.9 Contracting Officer for State Agency Robert Lawson	1.10 State Agency Telephone Number (603) 271-3147
1.11 Contractor Signature 	1.12 Name & Title of Contractor Signor Chris Trunks, Executive Vice President and Chief Admin. Officer
1.13 Acknowledgment: State of Texas, County of Dallas	
On June 27, 2008, 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 as the person indicated in block 1.12.	
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 	
1.13.2 Name & Title of Notary or Justice of the Peace Kara Kolthoff, Notary Public	
1.14 State Agency Signature(s) 	1.15 Name/Title of State Agency Signer(s) Linda M. Hodgdon, Commissioner Dept. of Administrative Services
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)	
By:	Director, On:
1.17 Approval by Attorney General (Form, Substance and Execution)	
By: 	Assistant Attorney General, On: 7/2/08
1.18 Approval by the Governor and Council By:  DEPUTY SECRETARY OF STATE On JUL 16 2008	
2 EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods - or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").	
3 EFFECTIVE DATE: COMPLETION OF SERVICES 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date") 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. Subject to any post termination obligations set forth in the Contract Documents, all services must be completed by the date specified in block 1.6	
4 CONDITIONAL NATURE OF AGREEMENT Notwithstanding anything in this agreement to the contrary, in no event shall the State be required to perform any obligations under the Contract in the absence of requisite constitutional, statutory, and/or regulatory authority authorizing the State to perform any such obligations, including but not limited to: payment obligations	

