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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Turnpikes

December 10, 2020

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

REQUESTED ACTION

1. Authorize the Department of Transportation to exercise contract renewal options with Citizens Bank National Association (Vendor #165622) of Manchester NH, 03101 for the second of two contract extensions for Toll Revenue Processing and Armored Car Services for the Bureau of Turnpikes within the Division of Operations, in an amount not to exceed $949,394.90 beginning on February 1, 2021 through January 31, 2023. This two-year contract amendment increases the amended contract from $2,718,187.18 to $3,667,582.08. The original contract was approved by Governor and Council on January 27, 2016, Item #25. The first amendment was approved by Governor and Council on January 23, 2019, Item #39. 100% Turnpike Funds.

Funding is available as follows for State Fiscal Year 2021 and is contingent upon the availability and continued appropriation of funds in Fiscal Years 2022 and 2023, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	FY 2021	FY 2022	FY 2023
04-096-096-961017-7050 Toll Collection 020-500204 Banking Fees	$198,443.14	$474,958.46	$275,993.30

2. Authorize the Department of Transportation to extend the completion date from January 31, 2021 to January 31, 2023, as authorized by the original contract approved by G&C.

EXPLANATION

On January 27, 2016, Governor and Council approved the original contract with Citizens Bank National Association (Citizens) for Toll Revenue Processing and Armored Car Services for the Bureau of Turnpikes to be effective for a 3-year period through January 31, 2019. The contract also included provisions for two 2-year optional operation periods up to but not beyond January 31, 2023.

On January 23, 2019, Governor and Council approved the first 2-year contract extension and amendment from February 1, 2019 through January 31, 2021. The amendment also changed the term of the second extension option from two (2) years to five (5) months, from February 1, 2021 to June 30, 2021, subject to Governor and Council approval.

The amended second extension would have ended on June 30, 2021 to coincide with the ending date of the Toll Collection System Maintenance Services Contract (RFP 2012-60), currently held by Conduent State and Local Solutions, Inc. However, that contract has been extended to June 30, 2022 (approved by G&C on May 6, 2020, Item #50).

During development of the upcoming RFP for the Toll Collection System Maintenance Services Contract, the Bureau concluded that any technological changes in toll revenue collection would not require any changes to the computer data file transmitted from the lane system to the toll revenue processor. Therefore, the Department is requesting that the second amendment ending date be extended to January 31, 2023, as authorized by the original contract approved by G&C.

The contract amendment has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-055
Turnpike Toll Revenue Processing Services
CONTRACT AMENDMENT 2

WHEREAS, pursuant to an Agreement approved by Governor and Council on January 27, 2016 (Item #25), as a result of Toll Revenue Processing Services Request for Proposal (herein after referred to as the "Agreement"), Citizens Bank, National Association (VC# 165622) (hereinafter referred to as "Vendor" or "Citizens") agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department of Transportation (hereinafter referred to as the "Department" or "NHDOT") acting for the benefit of the Agency, agreed to manage the Toll Revenue Processing Services for the Bureau of Turnpikes.

WHEREAS, pursuant to Provision 18 of the Form P-37 to the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

WHEREAS, the Governor and Council approved the first amendment to the Agreement (Contract 2016-055), between the State of New Hampshire Department of Transportation and Citizens Bank National Association (VC#165622) of Manchester NH on January 23, 2019 Item #39, to be effective through January 31, 2021.

WHEREAS, the Parties now wish to amend the Agreement further as set forth in this Second Amendment;

WHEREAS, Citizens and the Department have agreed to amend the Agreement in certain respects:

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

1. **General Provisions of the Agreement (Form P-37) are hereby amended as follows:**

    a. On Form P-37, amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of January 31, 2021 and adding a new completion date of January 31, 2023.

    b. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of $2,718,187.18 and adding a new price limitation of $3,667,582.08.

2. **Under Exhibit A Scope of Services, Paragraph 1, item e) shall be amended as follows:**
    e. Merrimack Toll Exit 11 closed effective December 31, 2019 at 11:59 pm. Pickups for this location have been discontinued.

3. Under Exhibit A Scope of Services, Paragraph 1, Notes 1 and 2 shall be deleted and replaced with a single note as follows:

Note: Rochester and Dover Toll Plazas are anticipated to have All Electronic Toll Facilities in operation by Summer/Fall, 2022.

4. Under Exhibit A Scope of Services, Paragraph 6 shall be amended as follows:

Processing of toll collections seven days per week including weekend safekeeping if necessary;

Current daily average coin and currency processing is $56,408 with approximately 20% coin versus 80% currency. However, processing has decreased by 34% compared to the prior year, due to COVID-19 effects on traffic. The total contract estimates assume that collection volume will return to pre-COVID level before the start of the contract. Fees charged are based on actual volume, not on estimates;

5. Under Exhibit A Scope of Services, Paragraph 17 shall be amended as follows:

In the event of any dispute governing the interpretation of this Contract, the Bureau of Turnpike Administrator's decision shall be final for the State as defined below.

Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved (the Invoking Party) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	BANK	THE STATE
Primary	Kim Little, Senior Vice President or Lori Temple, Assistant Vice President	Margaret Blacker, Turnpike Business Administrator
Secondary	Lyn Gelinas, Senior Vice President or Bev Tilley, Assistant Vice President	John Corcoran, Turnpike Administrator

Any unresolved discrepancies shall require mediation from the State Treasurer or Attorney General offices.

6. Under Exhibit A Scope of Services, Paragraph 20 shall be amended as follows:

The preceding service and contract amendment shall begin subsequent to approval of Governor and Council, but no earlier than February 1, 2021 and ends on January 31, 2023, as per Form P-37, Paragraph 3.

7. Under Exhibit A Scope of Services, Paragraph 21 shall be amended as follows:

The contract term may be extended by one (1) additional two (2) year term (ending January 31, 2021) and a second additional two (2) year term (ending June 30, 2023) at the sole option of the State, subject to the parties' prior written agreement and Governor and Council approval. Contract extension pricing shall be based on the annual increases outlined in Exhibit B – Contract Payments, Paragraph 4.

8. Under Exhibit A Scope of Services, Paragraph 22 shall be added as follows:

The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any impacts.
If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.
In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1. The service required to be performed under the terms of this Agreement as written;
2. The services actually performed;
3. Any replacement or substituted services performed with reference to the associated unperformed contracted services.

9. Under Exhibit B Contract Payments, Paragraph 1 shall be amended as follows:

The CONTRACTOR agrees to pick up and transport all toll revenue from each toll facility to a processing center via fully insured armored car service as outlined in Exhibit A, Paragraphs 1 and 3, at a flat rate for each plaza of One Thousand, Four Hundred Nine Dollars and Thirty-Eight Cents ($1,409.38) per Month.

10. Under Exhibit B Contract Payments, Paragraph 2 shall be amended as follows:

The CONTRACTOR agrees to Pick up and transport of revenue from each E-ZPass Walk-In Center, servicing E-ZPass customers as outlined in Exhibit A, Paragraphs 2 and 3, at a flat rate for each Walk-In Center of Nine Hundred Seventy-Eight Dollars and Seventy-Six Cents ($978.76) per Month.

11. Under Exhibit B Contract Payments, Paragraph 3 shall be amended as follows:

The CONTRACTOR agrees to process toll revenue as outlined in Exhibit A, Paragraphs 4 through 16, at a rate of Twelve Dollars and Forty-One Cents ($12.41) per $1,000 of Revenue Processed.

12. Under Exhibit B Contract Payments, Paragraph 5 shall be amended as follows:

The total contract price shall not exceed Three Million, Six Hundred Sixty-Seven Thousand, Five Hundred Eighty-Two Dollars, and Eight Cents ($3,667,582.08)

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-055
Turnpike Toll Revenue Processing Services
CONTRACT AMENDMENT 2

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Kim Little, Senior Vice President
Citizens Bank National Association

Date 12/7/20

LYN M. GELINAS
Notary Public - State of New Hampshire
My Commission Expires
May 1, 2024

Victoria F. Sheehan
Commissioner
State of New Hampshire
Department of Transportation

Date: 12/28/2020

Allison B. Groenstein
Approval by Attorney General's Office

Date: 12/29/2020

Approval by the Governor and Council

Date: _____

Citizens Bank

Kim Little, SVP
Government Banking Division
900 Elm Street
Manchester, NH 03101

December 7, 2020

Ms. Margaret Blacker, Turnpike Financial Manager
State of New Hampshire
36 Hackett Hill Road
Hooksett, NH 03106

RE: Certificate of Corporate Existence

Dear Mag:

Please note that the attached document (certified copy of our latest "Certificate of Corporate Existence" issued by the Comptroller of the Currency), is being presented in lieu of a "Certification of Authorization" from the Secretary of State.

Citizens Bank, N.A. is a nationally chartered bank and is not issued a Certification of Authorization by the Secretary of State for this reason.

Please let me know if you have any questions. My direct line is 603-634-7121.

Sincerely

Kim Little
Senior Vice President
Citizens Bank -Government Banking Division

EXHIBIT B

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Joseph Otting, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "Citizens Bank, National Association," Providence, Rhode Island (Charter No. 24571), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, December 31, 2018, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia

Joseph Otting

Comptroller of the Currency

CITIZENS BANK, N.A.

Certificate of Incumbency

I, Gary A. Ashjian, the undersigned, Assistant Corporate Secretary of Citizens Bank, N.A. a national banking association, (the "Bank") hereby certify that the following is a true excerpt of a certain Resolution of the Board of Directors of the Bank duly adopted at a meeting held on February 13, 2020 relating to the execution of documents.

I further certify that said Resolution is in full force and effect and has not been amended, abrogated or in any way altered, added to or revised:

". . . That transfers of stocks, bonds, and other securities, and proxies, and powers of attorney to vote with respect to shares or accounts of institutions or stock of other corporations, owned by, or standing in the name of, Citizens Financial Group, Inc. or Citizens Bank, N.A. (each hereinafter referred to as the "Company") shall be executed and delivered from time to time in the name and on behalf of the Company by the Chairman, President, CEO, any Vice Chairman, any Vice President, any State President, any Division President, the Treasurer, any Assistant Treasurer, the Secretary, or any Assistant Secretary of the Company or by such other officer or employee of the Company so designated by the Chairman, President, CEO or any Vice Chairman or authorized by the Board or the Executive Committee of the Board (each, an "Authorized Officer" and collectively, "Authorized Officers");

That notes and other evidences of indebtedness of the Company, other than checks and drafts, and pledges of its assets as security for the repayment thereof, shall be executed and delivered by an Authorized Officer, subject to applicable law, rules, or regulations;

That checks and drafts drawn on the Company or other banks, certificates of deposit, orders for payment from the funds of the Company, notes and other evidences of indebtedness payable to the Company, shall be executed or endorsed by an Authorized Officer, provided, however, that the signatures of such officers may be in facsimile form;

That the Chairman, President, CEO, any Vice Chairman, any State President, any Division President, any Executive Vice President or any Senior Vice President may create special accounts and may direct from time to time how orders and confirmations of orders for the payment of funds from such accounts may be executed;

That reports to a federal, state or municipal authority, reconciliations of bank accounts and such other verifications and reports as may be required in the usual course of business shall be executed by an Authorized Officer, severally, or together with such other Authorized Officer as may be required by the authority to which such reports, reconciliations or verifications are submitted;

That documents, contracts, agreements, schedules, endorsements, discharges or releases of indebtedness or obligations and other instruments with respect to the closing, service administration, modification or satisfaction of any loan or other obligation of any borrower or obligor shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company as may be designated from time to time by the Chairman, President, CEO, or any Vice Chairman in accordance with the Bylaws of the Company;

That deeds, agreements, leases, documents, affidavits, statements and other instruments with respect to the administration, management or disposition of any real or personal property of the Company, or property taken by foreclosure, or in lieu of foreclosure, shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company as may be designated from time to time by the Chairman, President, CEO or any Vice Chairman in accordance with the Bylaws of the Company;

That all documents, contracts, agreements, leases, schedules, endorsements, participation agreements, signature guarantees, agreements between affiliates, letters of credit, releases of indebtedness or obligations and other instruments necessary or convenient for the transaction of the business of the Company not specifically covered by this resolution or the Bylaws of the Company shall be executed, verified, acknowledged, and delivered by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other officer or employee of the Company having been granted authority from time to time by the Chairman, President, CEO or Vice Chairman in accordance with the Bylaws of the Company; and . . ."

I further certify that the following individual currently occupies and has been duly elected to the office of the Bank set forth and as such is an Authorized Officer and that such person is authorized to execute and deliver documents on behalf of the Bank.

Name	**Title**
Kim Little	Senior Vice President

DATED this 7th day of December 2020.

[SEAL]

Gary A. Ashjian
Assistant Corporate Secretary
Citizens Bank, N.A.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/24/2020

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).

PRODUCER
Willis Towers Watson Northeast, Inc. fka Willis of Massachusetts, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: Liberty Insurance Corporation	42404
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Citizens Financial Group, Inc.
One Citizens Bank Way
Mailstop: JCCL45
Johnston, RI 02919 USA

COVERAGES CERTIFICATE NUMBER: W15887844 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y		TB2-611-004526-030	03/31/2020	03/31/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA7-61D-004526-100	03/31/2020	03/31/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

All terms and coverages evidenced on this certificate will only apply to the extent of the requirements within the written agreement or lease.

State of New Hampshire, Department of Transportation is included as an Additional Insured as respects to General Liability as required by written contract.

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation

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

Julie M Powers

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Citizens Bank

Kim Little, SVP
Government Banking Division
900 Elm Street
Manchester, NH 03101

December 7, 2020

Ms. Margaret Blacker, Turnpike Financial Manager
State of New Hampshire
36 Hackett Hill Road
Hooksett, NH 03106

RE: Fee Practices

Dear Mag:

Our general practice for charging fees is stated in our "Cash Management Services Terms and Conditions" document which includes all the terms and conditions that govern our entire product selection.

To reduce paper and simplify your approval process, below is an excerpt from this document that is applicable to this practice:

> "**Fees.** Customer agrees to compensate Citizens for all Services that Citizens provides pursuant to these Terms and Conditions. Customer authorizes Citizens to debit the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or allowances or compensating balances from Customer's account(s)."

Please let me know if you have any questions. My direct line is 603-634-7121.

Sincerely

Kim Little
Senior Vice President
Citizens Bank -Government Banking Division

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #39
Date 1-23-19

William Cass, P.E.
Assistant Commissioner

Bureau of Turnpikes
December 5, 2018

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

REQUESTED ACTION

1. Authorize the Department of Transportation to exercise contract renewal options with Citizens Bank National Association (Vendor #165622) of Manchester NH, 03101 for the first of two contract extensions for Toll Revenue Processing and Armored Car Services for the Bureau of Turnpikes within the Division of Operations, in an amount not to exceed $1,004,142.83 beginning on February 1, 2019 through January 31, 2021. This two-year contract amendment increases the original contract from $1,714,044.35 to $2,718,187.18. The original contract was approved by Governor and Council on January 27, 2016, Item #25. 100% Turnpike Funds.

Funding is available as follows for State Fiscal Year 2019 and is contingent upon the availability and continued appropriation of funds in Fiscal Years 2020 and 2021, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	FY 2019	FY 2020	FY 2021
04-096-096-961017-7050			
Toll Collection			
020-500204 Banking Fees	$207,825.97	$501,523.23	$294,793.63

2. Authorize the Department of Transportation to amend the second contract renewal option from two (2) years to five (5) months so that the contract ending date will coincide with the Toll Collection System Upgraded Maintenance Contract.

EXPLANATION

On January 27, 2016, Governor and Council approved the original contract with Citizens Bank National Association (Citizens) for Toll Revenue Processing and Armored Car Services for the Bureau of Turnpikes to be effective for a 3-year period through January 31, 2019. The contract also included provisions for two 2-year optional operation periods up to but not beyond January 31, 2023.

This request is for approval of the first 2-year contract extension and amendment from February 1, 2019 through January 31, 2021. The amendment also changes the term of the second extension option from

two (2) years to five (5) months, from February 1, 2021 to June 30, 2021, subject to Governor and Council approval.

The optional second extension will end on June 30, 2021 to coincide with the ending date of the Toll Collection System Upgraded Maintenance Contract, currently held by Conduent State and Local Solutions, Inc. Major technological changes in toll revenue collection will require a change to both contracts, which interact with each other, specifically with the computer data file exchanged as detailed in Exhibit A, Paragraph 9 of RFP 2016-055, Request for Proposal for Turnpike Toll Revenue Processing Services.

The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Services Office; and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this contract is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-055
Turnpike Toll Revenue Processing Services
CONTRACT AMENDMENT 1

WHEREAS, pursuant to an Agreement approved by Governor and Council on January 27, 2016, as a result of Toll Revenue Processing Services Request for Proposal (herein after referred to as the "Agreement"), Citizens Bank, National Association (VC# 165622) (hereinafter referred to as "Vendor" or "Citizens") agreed to supply certain services upon the terms and conditions specified in the Agreement and the Department of Transportation (hereinafter referred to as the "Department" or "NHDOT") acting for the benefit of the Agency, agreed to manage the Toll Revenue Processing Services for the Bureau of Turnpikes.

WHEREAS, pursuant to Provision 18 of the Form P-37 to the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and approved by the Governor and Council;

WHEREAS, the Parties now wish to amend the Agreement further as set forth in this First Amendment;

WHEREAS, Citizens and the Department have agreed to amend the Agreement in certain respects:

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do agree as follows:

1. **General Provisions of the Agreement (Form P-37) are hereby amended as follows:**

   a. On Form P-37, amend Section 1.7 of the General Provisions of the Agreement by deleting the current Completion Date of January 31, 2019 and adding a new completion date of January 31, 2021.

   b. On Form P-37, amend Section 1.8 of the General Provisions of the Agreement by deleting the current Price Limitation of $1,714,044.35 and adding a new price limitation of $2,718,187.18.

   c. On Form P-37, amend Section 1.9 of the General Provisions of the Agreement by deleting the current name of William Cass, Assistant Commissioner and adding a new name of Victoria F. Sheehan, Commissioner.

2. Under Exhibit A Scope of Services, Paragraph 1, Notes 1 and 2 shall be amended as follows:

Note: Rochester and Dover Toll Plazas are anticipated to have All Electronic Toll Facilities in operation by Spring, 2021.

3. Under Exhibit A Scope of Services, Paragraph 2 shall be amended as follows:

Pickup and transport of revenue from each E-ZPass Walk-In Center, servicing E-Z Pass customers at the following locations. (Pickup will be five days per week, with the exception of State Holidays):

a. Nashua Walk-In Center; 110 Broad Street, Nashua NH
b. Portsmouth Walk-In Center; 14 Manchester Square, Portsmouth NH
c. Concord Walk-In Center; 54 Regional Drive, Concord NH

These pickups may or may not be required for the entire term of the contract. RFP 2016-055 "Section V-RFP Pricing" allows for additions or deletions of sites throughout the duration of the contract.

4. Under Exhibit A Scope of Services, Paragraph 6 shall be amended as follows:

Processing of toll collections seven days per week including weekend safekeeping if necessary;

Current daily average coin and currency processing is $76,500 with approximately 20% coin versus 80% currency;

5. Under Exhibit A Scope of Services, Paragraph 17 shall be amended as follows:

In the event of any dispute governing the interpretation of this Contract, the Bureau of Turnpike Administrator's decision shall be final for the State as defined below.

Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved (the Invoking Party) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	BANK	THE STATE
Primary	Kim Little, Senior Vice President or Terri Connors, Vice President	Margaret Blacker, Turnpike Business Administrator
Secondary	Lyn Gelinas, Senior Vice President or Lori Dutcher, Assistant Vice President	John Corcoran, Turnpike Administrator

Any unresolved discrepancies shall require mediation from the State Treasurer or Attorney General offices.

6. Under Exhibit A Scope of Services, Paragraph 20 shall be amended as follows:

The preceding service and contract amendment shall begin subsequent to approval of Governor and Council, but no earlier than February 1, 2019 and ends on January 31, 2021, as per Form P-37, Paragraph 3.

7. Under Exhibit A Scope of Services, Paragraph 21 shall be amended as follows:

The contract term may be extended by one (1) additional two (2) year term (ending January 31, 2021) and a second additional five (5) month term (ending June 30, 2021) at the sole option of the State, subject to the parties' prior written agreement and Governor and Council approval. Contract extension pricing shall be based on the annual increases outlined in Exhibit B – Contract Payments, Paragraph 4.

The second amendment will end on June 30, 2021 to coincide with the ending date of the Toll Collection System Upgraded Maintenance Contract. Major technological changes in toll revenue collection will require a change to both contracts, which interact with each other, specifically with the computer data file exchanged as detailed in Exhibit A, Paragraph 9 of RFP 2016-055.

8. Under Exhibit B Contract Payments, Paragraph 1 shall be amended as follows:

The CONTRACTOR agrees to pick up and transport all toll revenue from each toll facility to a processing center via fully insured armored car service as outlined in Exhibit A, Paragraphs 1 and 3, at a flat rate for each plaza of One Thousand, Three Hundred Sixty-Nine Dollars and Thirty-Eight Cents ($1,369.38) per Month.

9. Under Exhibit B Contract Payments, Paragraph 2 shall be amended as follows:

The CONTRACTOR agrees to Pick up and transport of revenue from each E-ZPass Walk-In Center, servicing E-ZPass customers as outlined in Exhibit A, Paragraphs 2 and 3, at a flat rate for each Walk-In Center of Nine Hundred Fifty Dollars and Ninety-Seven Cents ($950.97) per Month.

10. Under Exhibit B Contract Payments, Paragraph 3 shall be amended as follows:

The CONTRACTOR agrees to process toll revenue as outlined in Exhibit A, Paragraphs 4 through 16, at a rate of Twelve Dollars and Six Cents ($12.06) per $1,000 of Revenue Processed.

11. Under Exhibit B Contract Payments, Paragraph 5 shall be amended as follows:

The total contract price shall not exceed Two Million, Seven Hundred Eighteen Thousand, One Hundred Eighty-Seven Dollars, and Eighteen Cents ($2,718,187.18).

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Turnpikes
RFP 2016-055
Turnpike Toll Revenue Processing Services
CONTRACT AMENDMENT 1

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Kim Little

Date: 12/3/18

Kim Little, Senior Vice President
Citizens Bank National Association

Corporate Signature Notarized:

STATE OF NH COUNTY OF Hillsborough

On this the 3rd day of December, 2018, before me, Kim Little, the undersigned Officer _____, personally appeared and acknowledged her/himself to be the Signatory, of Citizens Bank NA, a corporation, and that she/he, as such SVP being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as SVP.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/~~Justice of the Peace~~

My Commission Expires: LYN M. GELINAS, Notary Public My Commission Expires June 4, 2019 (SEAL)

Date: 12/7/18

Victoria F. Sheehan
Commissioner
State of New Hampshire
Department of Transportation

Date: 12/31/18

Approval by Attorney General's Office

Date: JAN 23 2019

Approval by the Governor and Council

DEPUTY SECRETARY OF STATE

Citizens Bank

Kim Little, SVP
Government Banking Division
900 Elm Street
Manchester, NH 03101

November 29, 2018

Ms. Margaret Blacker, Turnpike Financial Manager
State of New Hampshire
36 Hackett Hill Road
Hooksett, NH 03106

RE: Fee Practices

Dear Mag:

Our general practice for charging fees is stated in our "Cash Management Services Terms and Conditions" document which includes all the terms and conditions that govern our entire product selection.

To reduce paper and simplify your approval process, below is an excerpt from this document that is applicable to this practice:

> "**Fees.** Customer agrees to compensate Citizens for all Services that Citizens provides pursuant to these Terms and Conditions. Customer authorizes Citizens to debit the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or allowances or compensating balances from Customer's account(s)."

Please let me know if you have any questions. My direct line is 603-634-7121.

Sincerely

Kim Little
Senior Vice President
Citizens Bank -Government Banking Division

Citizens Bank

Kim Little, SVP
Government Banking Division
900 Elm Street
Manchester, NH 03101

December 3, 2018

Ms. Margaret Blacker, Turnpike Financial Manager
State of New Hampshire
36 Hackett Hill Road
Hooksett, NH 03106

RE: Certificate of Corporate Existence

Dear Mag:

Please note that the attached document (certified copy of our latest "Certificate of Corporate Existence" issued by the Comptroller of the Currency), is being presented in lieu of a "Certification of Authorization" from the Secretary of State.

Citizens Bank, N.A. is a nationally chartered bank and is not issued a Certification of Authorization by the Secretary of State for this reason.

Please let me know if you have any questions. My direct line is 603-634-7121.

Sincerely

Kim Little
Senior Vice President
Citizens Bank -Government Banking Division

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Keith A. Noreika, Acting Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "Citizens Bank, National Association," Providence, Rhode Island (Charter No. 24571), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, May 8, 2017, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Acting Comptroller of the Currency

CITIZENS BANK, N.A.

Certificate of Incumbency

I, Gary A. Ashjian, the undersigned, Assistant Secretary of Citizens Bank, N.A. a national banking association, (the "Bank") hereby certify that the following is a true excerpt of a certain Resolution of the Board of Directors of the Bank duly adopted at a meeting held on February 16, 2018 relating to the execution of documents.

I further certify that said Resolution is in full force and effect and has not been amended, abrogated or in any way altered, added to or revised:

". . . That transfers of stocks, bonds, and other securities, and proxies, and powers of attorney to vote with respect to shares or accounts of institutions or stock of other corporations, owned by, or standing in the name of, Citizens Financial Group, Inc., Citizens Bank, N.A. or Citizens Bank of Pennsylvania (each hereinafter referred to as the "Company") shall be executed and delivered from time to time in the name and on behalf of the Company by the Chairman, President, CEO, any Vice Chairman, any Vice President, any State President, any Division President, the Treasurer, any Assistant Treasurer, the Secretary, or any Assistant Secretary of the Company or by such other officer or employee of the Company so designated by the Chairman, President, CEO or any Vice Chairman or authorized by the Board or the Executive Committee of the Board (each, an "Authorized Officer" and collectively, "Authorized Officers");

That notes and other evidences of indebtedness of the Company, other than checks and drafts, and pledges of its assets as security for the repayment thereof, shall be executed and delivered by an Authorized Officer, subject to applicable law, rules, or regulations;

That checks and drafts drawn on the Company or other banks, certificates of deposit, orders for payment from the funds of the Company, notes and other evidences of indebtedness payable to the Company, shall be executed or endorsed by an Authorized Officer, provided, however, that the signatures of such officers may be in facsimile form;

That the Chairman, President, CEO, any Vice Chairman, any State President, any Division President, any Executive Vice President or any Senior Vice President may create special accounts and may direct from time to time how orders and confirmations of orders for the payment of funds from such accounts may be executed;

That reports to a federal, state or municipal authority, reconciliations of bank accounts and such other verifications and reports as may be required in the usual course of business shall be executed by an Authorized Officer, severally, or together with such other Authorized Officer as may be required by the authority to which such reports, reconciliations or verifications are submitted;

That documents, contracts, agreements, schedules, endorsements, discharges or releases of indebtedness or obligations and other instruments with respect to the closing, service administration, modification or satisfaction of any loan or other obligation of any borrower or obligor shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company as may be designated from time to time by the Chairman, President, CEO, or any Vice Chairman in accordance with the Bylaws of the Company;

That deeds, agreements, leases, documents, affidavits, statements and other instruments with respect to the administration, management or disposition of any real or personal property of the Company, or property taken by foreclosure, or in lieu of foreclosure, shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company as may be designated from time to time by the Chairman, President, CEO or any Vice Chairman in accordance with the Bylaws of the Company;

That all documents, contracts, agreements, leases, schedules, endorsements, participation agreements, signature guarantees, agreements between affiliates, letters of credit, releases of indebtedness or obligations and other instruments necessary or convenient for the transaction of the business of the Company not specifically covered by this resolution or the Bylaws of the Company shall be executed, verified, acknowledged, and delivered by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other officer or employee of the Company having been granted authority from time to time by the Chairman, President, CEO or Vice Chairman in accordance with the Bylaws of the Company; and . . ."

I further certify that the following individual currently occupies and has been duly elected to the office of the Bank set forth and as such is an Authorized Officer and that such person is authorized to execute and deliver documents on behalf of the Bank.

Name	**Title**
Kimberly A. Little	Senior Vice President

DATED this 3rd day of December 2018.

Gary A. Ashjian
Assistant Corporate Secretary

[SEAL]

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On this 3rd day of December, 2018 before me, the undersigned notary public, personally appeared Gary A. Ashjian, provided to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed such document in his capacity as the Assistant Corporate Secretary of Citizens Bank, National Association and voluntarily for its stated purpose.

(official signature and seal of notary)

BARI S. FREDERICKS
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 30, 2023

My commission expires:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2018

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).

PRODUCER
Willis of Massachusetts, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: Liberty Insurance Corporation	42404
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Citizens Financial Group, Inc.
One Citizens Bank Way
Mailstop: JCCL45
Johnston, RI 02919

COVERAGES CERTIFICATE NUMBER: W9462398 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y		TB2-611-004526-038	03/31/2018	03/31/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA7-61D-004526-109	01/01/2019	01/01/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

State of New Hampshire, Department of Transportation is included as an Additional Insured as respects to General Liability as required by written contract.

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation

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

Julia M Powers

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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

January 12, 2016
Bureau of Turnpikes

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a contract with Citizens Bank, National Association, Manchester, N.H. (Vendor #165622), in the amount of $1,714,044.35 for Toll Revenue Processing and Armored Car Services for the Bureau of Turnpikes, effective upon Governor and Council approval or February 1, 2016, whichever is sooner, and end January 31, 2019, with an option to renew, at sole discretion of the State, for up to two (2) additional two (2) year optional operation periods up to but not beyond January 31, 2023. 100% Turnpike Funds.

Funding is available as follows for FY 2016 and FY 2017, and is contingent upon the availability and continued appropriation of funds in FY 2018 and FY 2019.

04-96-96-961017-70500000 Turnpikes Toll Collection 020-500204 Banking Fees	FY 2016	FY 2017	FY 2018	FY 2019
	$233,363.33	$564,739.27	$576,034.05	$339,907.70

EXPLANATION

A Request for Proposal (RFP) was issued on September 28, 2015 for Turnpike Toll Revenue Processing Services. The RFP was sent directly to thirteen (13) commercial banks listed on the NH Treasury's Bank Contact Directory. It was also advertised in the Manchester Union Leader on September 28, 29 and 30, 2015 and listed on Purchase & Property's and Turnpikes' Websites from September 28 through October 23, 2015.

The RFP included alternate pricing for a pilot program for smart safe and cash recycling systems at the Merrimack Exit 10 Ramp Plaza with the intent to increase security in the plazas if the systems were implemented.

Four banks, Citizens Bank, National Association (Citizens), Bank of America/Merrill Lynch (Bank of America), TD Bank, and Wells Fargo Government Banking had responded with a non-binding notification of intent to bid on October 7, 2015. However, on October 23, 2015, Turnpikes only received

two responses to the RFP: one from Citizens, in partnership with Loomis, and one from Bank of America.

Consistent with Section VII: Evaluation and Selection Process of the RFP, the Selection Committee (Committee) conducted a "Preliminary Evaluation" of Citizens' and Bank of America's proposals. The Committee confirmed that Citizens responded to all the requirements of the "Technical" portion. Bank of America only expressed interest in the optional Pilot Program. They did not submit information regarding the full contract scope. Accordingly, it was determined their proposal did not meet the technical requirements of the RFP and as such, their cost for services proposal was returned unopened.

Citizens received a total score of 78.4 by the committee (by consensus, results attached):

Scoring Category	Score	Weight	Weighted Score
Response to Requirements	81	40%	32.4
References	85	10%	8.5
Cost	75	50%	37.5
Total Score			78.4

The contract has two major cost components. The first is the cost of transportation services. This is the cost for an armored car to pick up and drop off coin and currency at eight toll locations as well as three E-ZPass customer service centers. The second major component is for processing the coin and currency. Processing is essentially counting the coin and currency picked up each day and reporting back to the DOT by location (plaza location, lane, attendant, and bag), types of currency and the amount collected and deposited.

Citizens holds the current contract for these services. The proposed cost to process and transport coin and currency is $11.50 per thousand dollars of revenue processed (11% increase over the current contract pricing: $10.34 per thousand dollars processed) and $13,131.00 per month for armored car services (22% increase over the current contract pricing: $10,766.07 per month). Reasons for the increases included the cost of plastic security bags, opening the revenue processing building on holidays, upgrade of bar coding technology and replacement of equipment for better tracking and reporting, and system and software maintenance. The RFP allows for annual adjustments in subsequent years based on a "Cost of Living Adjustment" (COLA) established by the Social Security Administration, applied toward the transportation and processing fees of the contract.

Citizens offered a brief response to the pilot program questions, but did not submit pricing for the pilot program, which was an optional alternative in the RFP. The Department will not be proceeding with the pilot program at this time, but will consider it for future processing alternatives.

The contract will begin subsequent to Governor and Council approval, no sooner than February 1, 2016 and end on January 31, 2019 (contract total $1,714,044.35).

The contract has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the

Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments:

Bid Results
Turnpike Toll Revenue Processing Services
RFP 2016-055
October 23, 2015

Sole Qualified Bidder: Citizens Bank, National Association (Note: One unqualified bid received, returned to bidder with pricing sheet unopened)

Scoring Category	Score	Weight	Weighted Score
Response to Requirements	81	40%	32.4
References	85	10%	8.5
Cost	75	50%	37.5
Total Score			78.4

Pricing: 1st 12 months of contract. (Note:Annual increases will be based on Cost of Living Adjustments per RFP 2016-055 Section V: RFP Pricing):

Transportation Services:	Armored Car Services – Toll Facilities	Armored Car Services – EZPass Walk-in Centers	Total Cost
Monthly Cost per Facility	$1,302.00	$905.00	
Number of Facilities	8	3	
Monthly Cost	$10,416.00	$2,715.00	$13,131.00
Annual Transportation Cost	$124,992.00	$32,580.00	$157,572.00

Processing Services:	
Flat Rate per $1,000 of Revenue Processed	$11.50
Estimated Annual Revenue Processed ($1000 units)	35,000
Annual Processing Cost	$402,500

Total Annual Transportation and Processing Cost, 1st 12 months of Contract	$560,072.00

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

1. IDENTIFICATION.

1.1 State Agency Name Department of Transportation - Bureau of Turnpikes	1.2 State Agency Address PO Box 2950 Concord NH 03302-2950
1.3 Contractor Name Citizens Bank, National Association	1.4 Contractor Address 900 Elm Street Manchester NH 03101
1.5 Contractor Phone Number 603-637-7121 / 1.6 Account Number 04-96-96-961017-70500000-020-500204	1.7 Completion Date January 31, 2019 / 1.8 Price Limitation $1,714,044.35
1.9 Contracting Officer for State Agency William Cass, Assistant Commissioner	1.10 State Agency Telephone Number 603-271-1486
1.11 Contractor Signature Kim Little	1.12 Name and Title of Contractor Signatory Kim Little - SVP

1.13 Acknowledgement: State of NH, County of Hillsborough

On 11/23/2015, 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]

PAULA M. TARVES
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES MAY 23, 2017

1.13.2 Name and Title of Notary or Justice of the Peace

Paula Tarves, Business Support Specialist

1.14 State Agency Signature Date: 12/11/15	1.15 Name and Title of State Agency Signatory William Cass, Assistant 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) *(if applicable)*

By: On: 1/6/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: DEPUTY SECRETARY OF STATE JAN 27 2016

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 VM
Date 11/23/2015

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 $1,000,000per 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 11/23/2015

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 KAL
Date 11/23/2015

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TURNPIKE TOLL REVENUE PROCESSING SERVICES
BUREAU OF TURNPIKES CONTRACT RFP 2016-055
EXHIBIT A – SCOPE OF SERVICES

As directed by the State, processing services provided by the Contractor shall include, but are not limited to the following:

1. Pickup and transport of all toll revenue from each toll facility to a processing center via fully insured armored car service. Pickup will be seven days per week, with the exception of New Years, Thanksgiving and Christmas, at all toll facilities which are as follows:
    a. Hampton Main Toll Plaza;
    b. Hampton Side Toll Plaza;
    c. Hooksett Main Toll Plaza;
    d. Bedford Main Toll Plaza (Note 1);
    e. Merrimack Toll, Exit 11;
    f. Merrimack Industrial Toll, Exit 10;
    g. Rochester Toll Plaza (Note 2);
    h. Dover Toll Plaza (Note 2).

    Note 1: This plaza is anticipated to have Open Road Toll Facilities in operation by Summer 2018.
    Note 2: This plaza is anticipated to have Open Road Toll Facilities in operation by Summer 2022.

    These pickups may or may not be required for the entire term of the contract. Furthermore, the frequency of pickup may change for some sites. RFP 2016-055 "Section V-RFP Pricing" allows for additions or deletions of sites, or changes to frequency of pickups throughout the duration of the contract.

2. Pickup and transport of revenue from each E-ZPass Walk-In Center, servicing E-Z Pass customers at the following locations. (Pickup will be five days per week, with the exception of State Holidays):

    a. Nashua Walk-In Center; Exit 6 along F.E. Everett Turnpike;
    b. Portsmouth Walk-In Center; Exit 1 along I-95
    c. Hooksett Walk-In Center; Exit 11 along I-93

    These pickups may or may not be required for the entire term of the contract. The current contract for E-ZPass Back Office Systems Support ends on September 30, 2016. The proposed contract includes three (3) Walk-In Centers in Nashua, Portsmouth and Concord Areas. RFP 2016-055 "Section V-RFP Pricing" allows for additions or deletions of sites throughout the duration of the contract.

Contractor Initials: KA
Date: 11/23/2015

3. Delivery schedules/pick-up times shall be coordinated with the State. The Contractor and its subcontractors shall work in partnership with the State in an effort to maximize efficiencies and safety while reducing costs of both the State and the Contractor's operations.

4. Counting, sorting and packaging of coin and currency;

5. Removal of mutilated coins or non-monetary items collected prior to coins being deposited for credit

    a. Require coin counting machine maintenance consistent with Manufacturer's recommendations and the State's requests to reduce potential misidentification of mutilated coin and consistently maintain operational efficiencies. A daily and monthly piece count is required, detailing the mutilated coin count at each plaza.

6. Processing of toll collections seven days per week including weekend safekeeping if necessary;

   Current daily average coin and currency processing is $120,000 with approximately 20% coin versus 80% currency;

7. Providing same business day bank credit or same day (electronic) cash transfer to a State-banking vendor for toll collection deposits.

8. Provide change fund orders to each toll facility daily or as needed. Current average daily value is $9,400 in coin and currency. The State has standard change fund orders which are subject to adjustment from time to time. Change fund amounts for each plaza for each day will be recorded in a computer file. The "Return" file will contain one record for each plaza. See RFP 2016-055 Exhibit A - Interface Control Document Bank – Host ;

9. Process coin and currency counts for each money bag into a computer data file. Interface Control between Bank and VECTOR Host for processing files from the bank is defined by the State in RFP 2016-055 Exhibit A - Interface Control Document Bank - Host;

    a. Adjustments, for the day's processing will be calculated and recorded in an "Adjustment" file. See RFP 2016-055 Exhibit A - Interface Control Document Bank -- Host , Section 2.2.2 Adjustment Files;

10. Establish a Secure File Transfer Protocol (SFTP) connection with the State toll system host computer. FTP files containing coin and currency counts created daily to the State.

11. Participate in scheduled monthly meetings with the State and Treasury to review contract and performance standards as needed. The Contractor and its subcontractor shall be required to physically attend scheduled meetings, unless the State agrees that a conference call is sufficient.

12. Establish weekend contact procedures to allow for necessary communication between toll processing, armored car operations and toll superintendents.

Contractor Initials: KM

Date: 11/23/2015

13. Resolve discrepancies in piece counts or bag counts versus expected State toll system audit values (beyond a predetermined standard) within a defined process The State compares toll collection audit data to coin and currency counts provided by the Contractor. Shortages and overages of $20.00 or more are investigated by the State. To help with the investigation, the State requests research from the Contractor to document any problems that may have occurred during processing by the Contractor.

14. Processing center shall provide ability to review video surveillance to assist with issue resolution.

15. Provide bar code labels for each plaza as demand requires. White labels are required for attendants, blue labels for Automatic Coin Machines (ACM). Scanning software must accurately identify the bags scanned as attendant or ACM bags.

    a. Exception: Hooksett Main and Hooksett Ramp Tolls do not have ACMs and all bags are held in the Hooksett Main cash vault until picked up by the armored car service. Hooksett Main and Hooksett Ramp toll attendants use different colored labels to distinguish one plaza from another. Scanning software must accurately identify the bags scanned as attendant bags.
    b. The contractor shall implement controls to track serial numbers issued at each plaza and report to the State any gaps in the series.

16. Require regular bar code scanning maintenance to reduce errors.

17. In the event of any dispute governing the interpretation of this Contract, the Assistant Administrator's decision shall be final for the State as defined below.

    Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved (the Invoking Party) shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

    The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Contractor Initials: KH
Date: 11/23/2015

Dispute Resolution Responsibility and Schedule Table

LEVEL	BANK	THE STATE
Primary	Kim Little, Senior Vice President or Terri Connors, Vice President	Margaret Blacker, Turnpike Financial Manager
Secondary	Lyn Gollnas, Senior Vice President or Lori Dutcher, Assistant Vice President	David S. Smith, Turnpike Asst. Administrator

Any unresolved discrepancies shall require mediation from the State Treasurer or Attorney General offices.

18. All work specified in the preceding paragraphs shall be compensated in accordance with Citizens Cash Management Services Terms and Conditions (Exhibit F). The CONTRACTOR shall submit a statement of fees and analytical statement to:

State of New Hampshire
Department of Transportation
Bureau of Turnpikes
P.O. Box 2950
Concord, N.H. 03302-2950

19. The CONTRACTOR is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.

20. The preceding service and contract agreement shall begin subsequent to approval of Governor and Council, but no earlier than February 1, 2016 and ends on January 31, 2019, as per Form P-37, Paragraph 3.

21. The contract term may be extended by two (2) additional two (2) year terms at the sole option of the State, subject to the parties' prior written agreement and Governor and Council approval. Contract extension pricing shall be based on the annual increases outlined in Exhibit B – Contract Payments, Paragraph 4.

Contractor Initials: KL
Date: 11/23/2015

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TURNPIKE TOLL REVENUE PROCESSING SERVICES
BUREAU OF TURNPIKES CONTRACT RFP 2016-055
EXHIBIT B – CONTRACT PAYMENTS

1. The CONTRACTOR agrees to pickup and transport all toll revenue from each toll facility to a processing center via fully insured armored car service as outlined in Exhibit A, Paragraphs 1 and 3, at a flat rate for each plaza of One Thousand, Three Hundred Two Dollars and No Cents ($1,302.00) per Month.

2. The CONTRACTOR agrees to Pickup and transport of revenue from each E-ZPass Walk-In Center, servicing E-Z Pass customers as outlined in Exhibit A, Paragraphs 2 and 3, at a flat rate for each Walk-In Center of Nine Hundred Five Dollars and No Cents ($905.00) per Month.

3. The CONTRACTOR agrees to process toll revenue as outlined in Exhibit A, Paragraphs 4 through 16, at a rate of Eleven Dollars and Fifty Cents ($11.50) per $1,000 of Revenue Processed.

4. The CONTRACTOR agrees that annual increases in the above rates (Paragraphs 1, 2, and 3) will be based upon the "Cost of Living Adjustments" (COLA) identified on the following site... http://www.ssa.gov/cola/...following the criteria set forth for its use on this website and as noted below.

    a. In the instance that the COLA is less than zero (0), no adjustment to the current rate will be allotted.
    b. These escalation rates apply to "transportation and processing" aspects of Paragraphs 1, 2, and 3 above.
    c. Escalation will be applied on a compounding annual basis.

5. The total contract price shall not exceed One Million, Seven Hundred Fourteen Thousand, Forty-Four Dollars, and Thirty-Five Cents ($1,714,044.35).

6. The Department shall record payments in the following account numbers:

    04-96-96-961017-70500000-020-500204 Toll Collection, Banking Fees

Contractor Initials: HL
Date: 11/23/2015

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TURNPIKE TOLL REVENUE PROCESSING SERVICES
BUREAU OF TURNPIKES CONTRACT RFP 2016-055
EXHIBIT C - SPECIAL PROVISIONS

No Special Provisions.

Contractor Initials: [illegible]
Date: 11/23/2015

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TURNPIKE TOLL REVENUE PROCESSING SERVICES
BUREAU OF TURNPIKES CONTRACT RFP 2016-055
EXHIBIT D – NHDOT 2016-055 INCORPORATED (NO ADDENDA)

NHDOT RFP 2016-055 INCORPORATED (NO ADDENDA)

NH Department of Transportation RFP 2016-055 Turnpike Toll Revenue Processing Services dated September 28, 2015 (with no addenda) is included by reference as binding Deliverables to this Contract.

Contractor Initials: KL
Date: 11/23/2015

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
TURNPIKE TOLL REVENUE PROCESSING SERVICES
BUREAU OF TURNPIKES CONTRACT RFP 2016-055
EXHIBIT E – VENDOR PROPOSAL, BY REFERENCE

VENDOR PROPOSAL, BY REFERENCE

Citizens Bank, N.A. Proposal to Department of Transportation RFP 2016-055 Turnpike Toll Revenue Processing Services dated October 23, 2015 is hereby incorporated by reference as fully set forth herein.

Contractor Initials: HA
Date: 11/23/2015

EXHIBIT F

Citizens Bank

Kim Little, SVP
Government Banking Division
900 Elm Street
Manchester, NH 03101

November 20, 2015

Ms. Margaret Blacker, Turnpike Financial Manager
State of New Hampshire
36 Hackett Hill Road
Hooksett, NH 03106

RE: Fee Practices

Dear Meg:

Our general practice for charging fees is stated in our "Cash Management Services Terms and Conditions" document which includes all the terms and conditions that govern our entire product selection.

To reduce paper and simplify your approval process, below is an excerpt from this document that is applicable to this practice:

> "**Fees.** Customer agrees to compensate Citizens for all Services that Citizens provides pursuant to these Terms and Conditions. Customer authorizes Citizens to debit the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or allowances or compensating balances from Customer's account(s)."

Please let me know if you have any questions. My direct line is 603-634-7121.

Sincerely

Kim Little
Senior Vice President
Citizens Bank -Government Banking Division

Contractor Initials: KL
Date: 11/23/2015

Please Note:

The following document is a certified copy of our latest "Certificate of Corporate Existence" issued by the Comptroller of the Currency. This document is being presented in lieu of a "Certification of Authorization" from the Secretary of State. Citizens Bank, N.A. is a nationally chartered bank and is not issued a Certification of Authorization by the Secretary of State for this reason.

Citizens

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "Citizens Bank, National Association," Providence, Rhode Island (Charter No. 24571), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, May 29, 2014, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATION OF NATIONAL BANK TITLE CHANGE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. Effective April 16, 2014, the title of "RBS Citizens, National Association," Providence, Rhode Island (Charter No. 24571), was changed to "Citizens Bank, National Association."

IN TESTIMONY WHEREOF, today, May 29, 2014, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

CITIZENS BANK, N.A.

Certificate of Incumbency

I, Gary A. Ashjian, the undersigned, Assistant Corporate Secretary of Citizens Bank, N.A. a national banking association, (the "Bank") hereby certify that the following is a true excerpt of a certain Resolution of the Board of Directors of the Bank duly adopted at a meeting held on February 13, 2015 relating to the execution of documents.

I further certify that said Resolution is in full force and effect and has not been amended, abrogated or in any way altered, added to or revised:

"... That transfers of stocks, bonds, and other securities, and proxies, and powers of attorney to vote with respect to shares or accounts of institutions or stock of other corporations, owned by, or standing in the name of, Citizens Financial Group, Inc., Citizens Bank, N.A. or Citizens Bank of Pennsylvania (each hereinafter referred to as the "Company") shall be executed and delivered from time to time in the name and on behalf of the Company by the Chairman, President, CEO, any Vice Chairman, any Vice President, any State President, any Division President, the Treasurer, any Assistant Treasurer, the Secretary, or any Assistant Secretary of the Company or by such other officer or employee of the Company so designated by the Chairman, President, CEO or any Vice Chairman or authorized by the Board or the Executive Committee of the Board (each, an "Authorized Officer" and collectively, "Authorized Officers");

That notes and other evidences of indebtedness of the Company, other than checks and drafts, and pledges of its assets as security for the repayment thereof, shall be executed and delivered by an Authorized Officer, subject to applicable law, rules, or regulations;

That checks and drafts drawn on the Company or other banks, certificates of deposit, orders for payment from the funds of the Company, notes and other evidences of indebtedness payable to the Company, shall be executed or endorsed by an Authorized Officer, provided, however, that the signatures of such officers may be in facsimile form;

That the Chairman, President, CEO, any Vice Chairman, any State President, any Division President, any Executive Vice President or any Senior Vice President may create special accounts and may direct from time to time how orders and confirmations of orders for the payment of funds from such accounts may be executed;

That reports to a federal, state or municipal authority, reconciliations of bank accounts and such other verifications and reports as may be required in the usual course of business shall be executed by an Authorized Officer, severally, or together with such other Authorized Officer as may be required by the authority to which such reports, reconciliations or verifications are submitted;

That documents, contracts, agreements, schedules, endorsements, discharges or releases of indebtedness or obligations and other instruments with respect to the closing, service administration, modification or satisfaction of any loan or other obligation of any borrower or obligor shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company as may be designated from time to time by the Chairman, President, CEO, or any Vice Chairman in accordance with the Bylaws of the Company;

That deeds, agreements, leases, documents, affidavits, statements and other instruments with respect to the administration, management or disposition of any real or personal property of the Company, or property taken by foreclosure, or in lieu of foreclosure, shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company as may be designated from time to time by the Chairman, President, CEO or any Vice Chairman in accordance with the Bylaws of the Company;

That all documents, contracts, agreements, leases, schedules, endorsements, participation agreements, signature guarantees, agreements between affiliates, letters of credit, releases of indebtedness or obligations and other instruments necessary or convenient for the transaction of the business of the Company not specifically covered by this resolution or the Bylaws of the Company shall be executed, verified, acknowledged, and delivered by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other officer or employee of the Company having been granted authority from time to time by the Chairman, President, CEO or Vice Chairman in accordance with the Bylaws of the Company; and ..."

I further certify that the following individual currently occupies and has been duly elected to the office of the Bank set forth and as such is an Authorized Officer and that such person is authorized to execute and deliver documents on behalf of the Bank.

Name	Title
Kimberly A. Little	Senior Vice President

DATED this 23rd day of November 2015

Gary A. Ashjian
Assistant Corporate Secretary

[SEAL]

CITIFIN-02 MERCHANTAI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2015

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 of Massachusetts, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: Willis Certificate Center
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: Liberty Insurance Corporation	42404
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Citizens Financial Group, Inc.
1 Citizens Drive, RDC 220B
Riverside, RI 02915

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		TB2-611-004526-034	03/31/2015	03/31/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		WA7-61D-004526-166	01/01/2016	01/01/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New Hampshire, Department of Transportation is included as an Additional Insured as respects to General Liability as required by written contract.

CERTIFICATE HOLDER:

State of New Hampshire
Department of Transportation

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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