



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

MAC

Charles M. Arlinghaus
Commissioner

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Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 12, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into an amendment to an existing contract (Contract #8002554) with Bank of America N.A. (VC#203997), Boston, MA for the administration of a Procurement Card (P-Card) program in the capacity of an intermediary and administrator by extending the completion date from June 30, 2024 to June 30, 2026, effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on May 15, 2019, item #96 and most recently amended with Governor and Executive Council approval on June 1, 2022 item #125.

There is no cost to the State associated with the use of this Contract. An annual rebate is distributed back to the State based on volume of spend. For procurements made using the associated credit cards, funding is provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds in a specific Accounting Unit to cover the expenditure. Agencies use of procurement cards shall be subject to the limitations of the amounts appropriated by the legislature.

EXPLANATION

As previously stated, the original contract was approved by Governor and Executive Council on May 15, 2019, item #96. It was then subsequently amended with Governor and Executive Council approval on June 1, 2022 item #125.

The purpose of this item is to obtain authority to extend the State's current contract with Bank of America to act as an intermediary and administer the procurement card (P-Card) program for State Agencies. Per RSA 21-1:17, the P-Card is a credit card that enables authorized state employees to primarily make payments for supplies, commodities, and services of \$1,000 or less as well as purchases against established statewide contracts that accept P-Card payment method. The P-Card is intended as a streamlined purchase method to minimize paperwork, eliminate the use of field purchase orders, and simplify the administrative effort associated with traditional and emergent- purchase of supplies, commodities, or services. The Department of Administrative Services, Division of Procurement & Support Services (DPSS) oversees and manages the statewide P-Card program. The DPSS continuously monitors the rebate process through tracking State Agency utilization including spend reporting.

The State of New Hampshire's current procurement card program administration contract expires June 30, 2024. This contract resulting from this RFP 1979-18 provides procurement card administration support for all state agencies, municipalities, and other authorized entities. The DPSS solicited responses for Request for Information (RFI) RFI 2024-374, this RFI reached twenty-one vendors through the NIGP electronic sourcing platform with an additional six directly sourced. Five compliant responses were received, and the data supports the extension of contract 8002554 Procurement Card Services for an additional two years. Administrative cost savings by maintaining incumbent vendor, no incurred program fees, and increased rebate potential from contracted rebate grid, all support the extension of this procurement card services contract with Bank of America.

Fiscal Year Analysis: P-Card Spend and Rebate to State

Fiscal Year	Agency Spend	Rebate to State of NH
2023	\$17,533,163	\$ 335,400
2022	\$ 19,333,363	\$ 325,100
2021	*\$ 35,320,673	\$ 444,589

*increased agency spend and resulting rebate in FY2021 due to contract COVID-19 PPE purchases

RFI Rebate Grid Results

	Bank of America	PNC	TD Bank	US Bank	JP Morgan Chase
TOTAL REBATE Based on proposed rebate grid, FY23 Spend	\$ 335,400	\$ 278,119	\$ 308,954	\$ 301,721	\$ 322,510
Benefit of extension with incumbent, Bank of America		\$ 57,281	\$ 26,446	\$ 33,679	\$ 12,890
Percentage benefit of extension with incumbent, Bank of America		19%	8%	11%	4%

This contract extension upon approval will maintain current policies and procurement procedures which streamline contract and off contract agency purchases of commodities, supplies, and services. It is important to note that this no cost contract also provides rebate revenue to the State of New Hampshire. RFI results support extension with Bank of America.

Based on the foregoing, I am respectfully recommending approval of the contract with Bank of America N.A.

Respectfully submitted,



Charles M. Arlinghaus
 Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doiit

Denis Goulet
Commissioner

May 13, 2024

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Bank of America N.A., as described below and referenced as DoIT No. 2014-064G.

The purpose of this request is to provide administration of a Procurement Card (P-Card) program in the capacity of an intermediary and administrator.

As this is a no cost contract amendment, the Total Price Limitation shall not increase and shall remain \$0, effective upon Governor and Executive Council approval through June 30, 2026.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2014-064G

cc: Rebecca Bolton, IT Manager



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFI Summary

Bid Description	Request for Information Relative to the Process of Procurement Card Management				
RFI#	RFI 2024-374				
Agent Name	Corrine Tatro				

Respondents: Business Name, Experience, References	Software Solution	Successes with software migration from one vendor to their own	Rebate Analysis	Customer Support	Expansion to Municipalities
Citizens Financial Group, Inc., One Citizens Plaza, Providence RI; 20 years experience with card solutions; References include: City of Concord, City of Boston, City of Keene	Web-based CentreSuite, card, transactions, administration, and reporting access.	No history detailed	Reports tiers according to volume, due date, grace date. Did not give specific points schedule	M-F 8:30-5; Fraud Dept 24/7	Describes expansion of card services and latest innovations with payments
JPMorgan Chase Bank, NA, Polaris Parkway, Columbus, OH 43240; 31 years experience with P-Cards, References include: States of CT, Rhode Island, and Delaware.	Web-based PaymentNet's, card creation, maintenance, transaction analysis, upload GL	Currently migrating Maine to JPMorgan Chase	Vendor did not supply 30/20 day rebate. *Late payment fees.	Cardholder support 24/7	CT has 90 participants, RI has 7 participants, will develop marketing plan to expand card program
PNC Bank, NA, 2 International Place, Boston MA 02110; 22 years experience, References include: City of Westminster, University of Louisville, Chicago Public Schools.	Web-based Visa Spend Clarity, card management, reporting, managing transactions.	Provides plan, without reference to actual migration	Quarterly rebate; Standard Transaction Rebate 165 pts, Large Ticket 92.5 or 72.5 *Extensive fee schedule for card production and data transmission to ERP	Support M-F 9 - 8pm EST	Assigned team member to facilitate detailed project plan
TD Bank, 5 Commerce Park North, Bedford, NH 03110; 15 years Card Experience, References include: NH Housing Finance, Town of Newmarket, NH, Town of Rye, NH	Web-based TD Commercial Plus Card Online, admin cards, spend, and manage program.	No history detailed	Standard Transaction, 190 pts, Large Ticket 50 pts, Vendor Negotiated 20 pts. *Extensive fee schedule	Card Services M-F 7:30-8 pm	Already service 300 municipalities and government agencies in NH
U.S. Bank NA, 800 Nicollet Mall, Minneapolis, Minnesota 55402, References: Kentucky, West Virginia, Alaska	Web-based Access Online, create user and card accounts, reporting and manage transactions	2 references can report successful migration with 350 participating entities	Standard Transaction, 1.800%, Discount Interchange 0.9000%, Fees include \$12 yearly for receipt imaging and \$5000 for design	Cardholder support 24/7	Assigned team member to facilitate detailed project plan
Bank of America, (incumbent vendor) 100 Federal St, Boston, MA 02110	Web-based Works, create & manage user and card profiles, process transactions, house receipts, uploads to ERP for invoicing	N/A	Standard Transaction, 200 pts, Preferred Partner and Large Ticket 101 pts	Cardholder support 24/7	No municipality growth over past year

Recommendation Summary	
Statewide Contract or Amendment	Contract
Term of Contract	2 year renewal
Price Limitation	Variable
Number of Responses Received	4
Number of Sourced bidders	9
Number of NIGP Vendors Sourced	318
Number of non-responsive bidders	323
Expiring Contract Price Limitation	\$0.00

Special Notes: Request for information RFI 2024-374, supports the extension of amendment for contract 8002554 Procurement Card Services for a 2 year term. Administrative cost savings by maintaining incumbent vendor, no incurred program fees, and increased rebate potential from contracted rebate grid with Bank of America.

State of New Hampshire	Bank of America	Bank of America	PNC Bank	TD Bank	US Bank	JP Morgan Chase
30/20		New rebate				
Total Net Purchase Volume	17,533,162.77	17,533,162.77	17,533,162.77	17,533,162.77	17,533,162.77	17,533,162.77
Total Large Ticket Volume	677,974.01	677,974.01	677,974.01	677,974.01	677,974.01	677,974.01
Total Net Purchase Less Large Ticket	16,855,188.76	16,855,188.76	16,855,188.76	16,855,188.76	16,855,188.76	16,855,188.76
Total Alternative Interchange Volume	863,805.91	863,805.91	863,805.91	863,805.91	863,805.91	863,805.91
Total Net Purchase Less Large Ticket Less Alternative Interchange	15,991,382.85	15,991,382.85	15,991,382.85	15,991,382.85	15,991,382.85	15,991,382.85
Total Rewards Points Earned	0	0	0	0	0	0
Rate	0.02	0.0214	0.0165	0.019	0.018	0.0193
Calculation	$(17,533,162.77 - 677,974.01 - 863,805.91 - 0.00) * 0.0200 =$	$(17,533,162.77 - 677,974.01 - 863,805.91 - 0.00) * 0.0214 =$	$(17,533,162.77 - 677,974.01 - 863,805.91 - 0.00) * 0.0165 =$	$(17,533,162.77 - 677,974.01 - 863,805.91 - 0.00) * 0.0190 =$	$(17,533,162.77 - 677,974.01 - 863,805.91 - 0.00) * 0.0180 =$	$(17,533,162.77 - 677,974.01 - 863,805.91 - 0.00) * 0.0193 =$
Rebate Due	319,827.66	408,203.77	263,857.82	303,836.27	287,844.89	308,633.69
30/20						
Total Large Ticket Volume	677,974.01	677,974.01	677,974.01	677,974.01	677,974.01	677,974.01
Rate	0.0101	0.0106	0.00925	0.005	0.009	0.009
Calculation	$677,974.01 * (101 * .0001) = 6847.54$	$677,974.01 * (101 * .0001) = 6847.54$	$677,974.01 * (92.5 * .0001) =$	$677,974.01 * (50 * .0001) =$	$677,974.01 * (90 * .0001) =$	$677,974.01 * (90 * .0001) =$
Rebate Due	6,847.54	7,186.52	6,271.26	3,389.87	6,101.77	6,101.77
30/20						
Total Alternative Interchange Volume	863,805.91	863,805.91	863,805.91	863,805.91	863,805.91	863,805.91
Rate	0.0101	0.0106	0.00925	0.002	0.009	0.009
Calculation	$863,805.91 * 0.0101 = 8724.44$	$863,805.91 * 0.0101 = 8724.44$	$863,805.91 * 0.00925 =$	$863,805.91 * 0.002 =$	$863,805.91 * 0.009 =$	$863,805.91 * 0.009 =$
Rebate Due	8,724.44	9,156.34	7,990.20	1,727.61	7,774.25	7,774.25
Total Rebate Due - Payment Group (30/20): State of New Hampshire	335,399.64	424,546.64	278,119.28	308,953.75	301,720.91	322,509.71
	Bank of America		PNC	TD Bank	US Bank	JP Morgan Chase
TOTAL REBATE DUE - Payment Group: State of New Hampshire	\$ 335,399.64	\$ 424,546.64	\$ 278,119.28	\$ 308,953.75	\$ 301,720.91	\$ 322,509.71
	Benefit with Incumbent	Benefit with Incumbent	\$ 57,280.36	\$ 26,445.89	\$ 33,678.73	\$ 12,889.93
	Percentage Benefit	Percentage Benefit	19%	8%	11%	4%



**SECOND AMENDMENT TO THE CONTRACT BETWEEN
BANK OF AMERICA, N.A.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PURCHASING CARD SERVICES
CONTRACT # 8002554**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 26 day of April, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and BANK OF AMERICA, N.A. hereinafter referred to as "the Contractor") for PURCHASING CARD SERVICES.

WHEREAS, pursuant to an agreement effective July 1, 2019 set to expire June 30, 2022, amended by the First Amendment on June 1, 2022 and set to expire June 30, 2024 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform purchasing card services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 June 30, 2026
2. Delete in its entirety Exhibit B Payment Terms, section 2. Rebate Structure standard transactions rebate multiplier table and substitute with the amended table as described in amended schedule 3, Amended U.S. Schedule of Revenue Share:

**STANDARD TRANSACTIONS REVENUE SHARE MULTIPLIER TABLE
INCLUDE ALL TRANSACTION VOLUME TO DETERMINE STANDARD TRANSACTIONS REVENUE SHARE MULTIPLIER VOLUME TIER**

State of New Hampshire Annual US Transaction Volume Tiers		Cycle days	7	14	14	30	30	30	30	30
			Grace days	3	3	7	3	7	14	20
		REVENUE SHARE BASIS POINTS								
\$2,000,000	\$2,999,999		122	119	116	115	113	106	100	95
\$3,000,000	\$4,999,999		152	149	146	145	143	136	130	125
\$5,000,000	\$9,999,999		167	164	161	160	158	151	145	140
\$10,000,000	\$14,999,999		205	202	199	198	196	189	183	178
\$15,000,000	\$19,999,999		234	231	228	227	225	218	212	207
\$20,000,000	\$24,999,999		240	237	234	233	231	224	218	213
\$25,000,000	\$34,999,999		243	240	237	236	234	227	221	216
\$35,000,000	\$49,999,999		244	241	238	237	235	228	222	217
\$50,000,000	\$74,999,999		245	242	239	238	236	229	223	218
\$75,000,000	\$99,999,999		246	243	240	239	237	230	224	219
\$100,000,000			247	244	241	240	238	231	225	220

Contractor Initials: egm

Date: 4/26/2024

ALTERNATE and PROP RATE TRANSACTIONS REVENUE SHARE MULTIPLIER TABLES

State of New Hampshire	Cycle days	7	14	14	30	30	30	30	30
US Transaction Volume	Grace Days	3	3	7	3	7	14	20	25
REVENUE SHARE BASIS POINTS									
Alternate Volume		128	125	122	121	119	112	106	101
Prop Rate Volume		62	59	56	55	53	46	40	35

3. All other provisions of the Agreement, approved by the Governor and Executive Council on May 15, 2019, shall remain in full force and effect.

BANK OF AMERICA, N.A.

By: *Elizabeth J. Moroney*
Elizabeth J. Moroney
(Print Name)

Title: Sr. Vice President

Date: 4/26/2024

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: _____

OFFICE OF THE ATTORNEY GENERAL

By: *Duncan A. Edgar*
Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: May 29, 2024

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

Signed: _____

(Print Name)
Title: _____

I. Amended General Product Fees and Charges

To Bank of America, National Association; ("Bank of America") Card Agreement

General Fees	
Corporate Card Program	Annual Card Fee Waived
Purchasing Card Program	Annual Card Fee Waived
Executive Card Program	Fee Waived (maximum of 10 Cards)
Executive Explorer Card Program (For Executive Explorer Card, the following terms apply. Annual fee will be charged to the Card at time of issuance. Program Terms and Conditions apply. Visit www.bofa.com/ExecutiveExplorer for more details.)	\$375 Annual Fee per card
Logo Fee: (single; standard colors only)	Fee Waived
Unique Custom Design Fee per program (Custom Card and Logo designs are subject to review and approval based on product capabilities, customization may not be supported for all programs.)	As quoted
Premium Rewards (billing account must be enrolled by Client and available on Corporate Card, Executive Card and Executive Explorer programs)	\$75.00 Annual Fee per card for each enrolled account
Return Payment Fee (applies to all card programs; per transaction)	Waived
International Transaction Fee*	1% of USD Amount
Expedited Card Delivery Fee per shipment	<ul style="list-style-type: none"> • US Mail/Bulk Mail (Default)=No Fee • Overnight=\$35.00 • 2-day=\$20.00
Cash Advance Fee	2.5% of transaction amount (\$5 Minimum/No Maximum)

Corporate Billed Fees	
Late Fee (assessed 3 days after cycle date when account is past due) (Assessed as a % of the past due amount for the current month's charges and any unpaid balances)	2% of total due (\$35 Minimum; No Maximum)

Individual Billed Fees	
Late Fee (assessed 3 days after due date when account is past due)	\$35.00 per occurrence

*If you make a Transaction in currency other than U.S. dollars, Visa or Mastercard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. Mastercard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add an International Transaction fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

II. Amended Electronic Products Schedule of Fees and Charges

Individual Billed Fees	
Applications (online tools)	Fee Waived
Data File Feeds to Customers / Third Parties:	
<ul style="list-style-type: none"> • Statement Billing File • EDI 811 • Travel Agency File • Visa Commercial Format (VCF) • MC Commercial Data Format (CDF) 	Fee Waived
Custom Requests	
Custom Development and/or Maintenance	\$150.00 per hour

END OF AMENDED SCHEDULES I AND II

III. Amended U.S. Schedule of Revenue Share

(Cycle and Grace Days)

REVENUE SHARE DEFINITIONS

Capitalized terms, which are not defined in this Section III have the meanings ascribed in the applicable Card Agreement.

"Agreement Year" is equivalent to the annual Calculation Period. The initial Agreement Year is equivalent to the initial Calculation Period.

"Alternate Transactions" means certain transactions in the US Transaction Volume, based upon the type of merchant and or transaction dollar amount, at the discretion of Visa and Mastercard, that are subject to significantly reduced interchange rates paid by a merchant. These transactions include Large Ticket, Partner Program and level 3 transactions.

"Calculation Period" means, initially, the twelve (12) month period commencing on the first day of July, 2024 and every year thereafter.

"Credit Losses" means any balances which remain unpaid by Company, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

"Cycle Days" means the number of days from the start of the billing period to the Billing Statement date.

"Excluded Transactions" means US Transaction Volume with an interchange rate equal to or less than 50 basis points. No revenue share rebate will be paid on US Excluded Transaction Volume.

"Grace Days" means the number of days after the Billing Statement closing date within which payment is due.

"Proprietary Rate Transactions" aka Prop Rate, means certain Transactions in the US Transaction Volume which, based on the vendor, issuer, and/or third-party payment facilitator, are subject to a Proprietary Rate interchange, as determined and amended from time to time by Visa, MasterCard, vendor, issuer and/or third-party payment facilitator.

"Revenue Share Multiplier", aka Rebate Multiplier, means the multiplier corresponding to the Transaction Volume, Cycle Days and Grace Days as set forth in the Revenue Share Multiplier Table(s) below, and less any adjustments for file turn as applicable.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Alternate, Excluded and/or Prop Rate Transactions.

"Total Credit Losses" means, for any Calculation Period, the sum of (i) Bank of America's Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank of America's Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any Revenue Share payable under the Agreement.

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase Transactions made with the U.S. Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

REVENUE SHARE CONDITIONS

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a Revenue Share:

- i. Company and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Company and Participant complied with the terms in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Revenue Share Multiplier Table; and
- iv. The Agreement has not been terminated by either party prior to the completion of a Revenue Share Calculation Period.
- v. The four conditions above, together being the "Revenue Share Conditions".

Should one or more of the above Revenue Share Conditions not be met, Bank of America will be under no obligation to pay any revenue share rebate, although Bank of America may, in its sole discretion, determine to pay a revenue share rebate in an amount determined by Bank of America. Bank of America's payment of a revenue share rebate in such circumstance will in no way obligate Bank of America to pay a revenue share rebate with respect to any subsequent Calculation Period.

REVENUE SHARE CALCULATION AND PAYMENT

In the event that all of the above Revenue Share Conditions are met with respect to the Calculation Period, Bank of America will pay a revenue share rebate to Company within ninety (90) days following the end of the Calculation Period. Payment of the revenue share will be made by ACH credit or other means determined by Bank of America. No rebate will be paid to any Participant.

The revenue share shall be calculated at the end of the Calculation Period in accordance with the transactions Revenue Share Multiplier Table(s) and using the equation outlined below.

$$\begin{aligned} & (\text{Standard Transactions} \times \text{Standard Transactions Revenue Share Multiplier}) + \\ & (\text{Alternate Transactions} \times \text{Alternate Transactions Revenue Share Multiplier}) + \\ & (\text{Prop Rate Transactions} \times \text{Prop Rate Revenue Share Multiplier} - \text{Total Credit Losses}) \end{aligned}$$

The Standard Transactions Revenue Share Multiplier will be determined based on the Calculation Period cumulative total of all Transaction Volume from Premium Rewards participants, however, Transaction Volume that is applied to Premium Rewards points will not be included in the revenue share rebate payout calculation. This paragraph is applicable for products with Premium Rewards only.

STANDARD TRANSACTIONS REVENUE SHARE MULTIPLIER TABLE

INCLUDE ALL TRANSACTION VOLUME TO DETERMINE STANDARD TRANSACTIONS REVENUE SHARE MULTIPLIER VOLUME TIER

State of New Hampshire Annual US Transaction Volume Tiers		Cycle days	7	14	14	30	30	30	30	30
		Grace days	3	3	7	3	7	14	20	25
REVENUE SHARE BASIS POINTS										
\$2,000,000	\$2,999,999		122	119	116	115	113	106	100	95
\$3,000,000	\$4,999,999		152	149	146	145	143	136	130	125
\$5,000,000	\$9,999,999		167	164	161	160	158	151	145	140
\$10,000,000	\$14,999,999		205	202	199	198	196	189	183	178
\$15,000,000	\$19,999,999		234	231	228	227	225	218	212	207
\$20,000,000	\$24,999,999		240	237	234	233	231	224	218	213
\$25,000,000	\$34,999,999		243	240	237	236	234	227	221	216
\$35,000,000	\$49,999,999		244	241	238	237	235	228	222	217
\$50,000,000	\$74,999,999		245	242	239	238	236	229	223	218
\$75,000,000	\$99,999,999		246	243	240	239	237	230	224	219
\$100,000,000	+		247	244	241	240	238	231	225	220

ALTERNATE and PROP RATE TRANSACTIONS REVENUE SHARE MULTIPLIER TABLES

State of New Hampshire US Transaction Volume		Cycle days	7	14	14	30	30	30	30	30
		Grace Days	3	3	7	3	7	14	20	25
REVENUE SHARE BASIS POINTS										
Alternate Volume			128	125	122	121	119	112	106	101
Prop Rate Volume			62	59	56	55	53	46	40	35

BONUS INCENTIVE

Bank will pay Company a bonus incentive as set out below, within ninety (90) days of execution the Card Addendum. This bonus incentive is in addition to the Revenue Share noted above. This bonus incentive is contingent upon the State of New Hampshire agreeing to make their best efforts to begin implementation of Virtual Payables before the end of the term of this Contract Extension.

Bonus Incentive
\$30,000

Nothing in these schedules is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedules applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or any of its Schedules all fees, charges and Revenue Shares are subject to change upon 60 days' prior written notice to you if in connection with us providing this card program, or any Services to you:

- i. An event external to us increases the cost or decreases the revenue to us;
- ii. There is any decrease to the interchange rates paid to us by a card network; or
- iii. There is an increase to funding costs due to interest rate changes;
- iv. There is any deterioration in your financial condition.

**END OF AMENDED SCHEDULE III
FINANCIAL OFFER IS VALID FOR 90 DAYS**



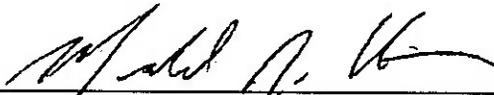
CERTIFICATE OF CORPORATE EXISTENCE

I, Michael J. Hsu, 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. "Bank of America, National Association," Charlotte, North Carolina (Charter No. 13044), 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, January 10, 2024, 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



**ASSISTANT SECRETARY'S CERTIFICATE
OF
BANK OF AMERICA, NATIONAL ASSOCIATION**

The undersigned, Jae E. Kye, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. The following person has been duly elected or appointed to the office in the Association as indicated; and that such person holds such office at this time:

<u>Name</u>	<u>Title</u>
Elizabeth J. Moroney	Senior Vice President

2. The following is a true and complete copy of excerpts from the Bylaws of said Association, and the same is in full force and effect as of the date hereof.

Section 4.1. Officers. The officers of the Association may include a Chief Executive Officer, a President, one or more Vice Chairs, one or more individuals designated by the Board of Directors as a "Regulation O officer" for purposes of Regulation O promulgated by the Board of Governors of the Federal Reserve System (the "Executive Officers"), one or more Managing Directors (including the officer title of Director), one or more Principals, one or more Vice Presidents (including Executive Vice Presidents, Senior Vice Presidents and Assistant Vice Presidents), a Secretary, a Treasurer, and such other officers, assistant or deputy officers and agents, as may be elected from time to time by or under the authority of the Board of Directors (collectively, with the Chief Executive Officer, the President, the Vice Chairs, the Executive Officers, the Managing Directors, the Vice Presidents, the Secretary, the Treasurer, and the Chief Audit Executive, the "Officers"). The Officers shall have such duties and authorities as may be prescribed by these Bylaws, the Board of Directors, the Chief Executive Officer or by the Officer to whom such Officer reports.

Section 5.2. Execution of Instruments. All indentures, mortgages, deeds, conveyances, contracts, notes, loan documents, letters of credit, master agreements, swap agreements, guarantees, discharges, releases, satisfactions, settlements, affidavits, bonds, undertakings, powers of attorney, and other instruments or contracts may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Association by an Officer (as such term is defined in Article IV, Section 4.1), or any individual who is listed on the Association's personnel records in a position equal to any of the Officers, or such other officers, employees or agents as the Board of Directors, the Chief Executive Officer or any Officer reporting directly to the Chief Executive Officer may direct in a written delegation kept in the minute book of the Association. The provisions of this Section 5.2 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

AS A CERTIFICATION TO THE MATTERS SET FORTH HEREIN, I have hereupon set my hand and affixed the seal of said Association this 8th day of April 2024.





Jae E. Kye
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2024

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 MARSH USA LLC. CA Non Resident No. OB22889 100 North Tryon Street, Suite 3600 Charlotte, NC 28202 Attn: BAC.charlotte@marsh.com; Fax 704-374-8500 CN101925409-GA-GA-23-24	CONTACT NAME: PHONE (A/C, No., Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Greenwich Insurance Company	22322	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-17-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001															

COVERAGES **CERTIFICATE NUMBER:** ATL-005704965-01 **REVISION NUMBER:** 3

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			RGD300136506 *This coverage applies only if required by written contract.	08/01/2023	08/01/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ Excluded
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 2,000,000*
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPOP AGG	\$ 2,000,000*
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER State of New Hampshire, Administrative Services Attn: Bureau of Purchase and Property 25 Capitol Street Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-17-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional insureds under the General Liability are included as their interest may appear, but only if required by written contract with the named insured and the amount afforded is limited to the value of the contract or the available limits, whichever is less.



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
Office@das.nh.gov

125
MLC

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Catherine A. Keene
Deputy Commissioner
(603) 271-2059

Sheri L. Rockburn
Assistant Commissioner
(603) 271-3204

5/2/2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services to amend a contract (Contract #800254) with Bank of America N.A. (VC#203997), Boston, MA for the administration of a Procurement Card (P-Card) program in the capacity of an intermediary and administrator by extending the completion date by two (2) years to June 30, 2024, upon Governor and Council approval. The original contract was approved by Governor and Council on May 15, 2019 (item #96):

There is no cost to the State associated with the use of this Contract. An annual rebate is distributed back to the State based on volume of spend. For procurements made using the associated credit cards, funding is provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds in a specific Accounting Unit to cover the expenditure. Agencies use of procurement cards shall be subject to the limitations of the amounts appropriated by the legislature.

EXPLANATION

The purpose of this item is to obtain authority to extend the State's three year contract with Bank of America to act as an intermediary and administer the procurement card (P-Card) Program for State Agencies. Per RSA 21-I:17, the P-Card is a credit card that enables authorized state employees to primarily make payments for supplies, commodities, and services of \$1,000 or less as well as purchases against established statewide contracts that accept P-Card payment method. The P-Card is intended as a streamlined purchase method to minimize paperwork, eliminate the use of field purchase orders, and simplify the administrative effort associated with traditional and emergent purchase of supplies, commodities, or services. The Department of Administrative Services, Division of Procurement & Support Services oversees and manages the statewide P-Card program.

The Department of Administrative Services (DAS) Division of Procurement & Support Services continuously monitors the rebate process through tracking State Agency utilization including spend reporting. As noted below a substantial spend increase has been identified due

in large part to the program's capability to procure commodities and services expediently, with respect to emergent circumstances such as the COVID-19 pandemic.

Fiscal Year	Agency Spend	Rebate	Increase
2021	\$ 34,754,501.15	\$ 350,299.87	50%
2020	\$ 18,458,738.80	\$ 232,860.24	4%
2019	\$ 13,606,802.27	\$ 222,967.52	

As the State seeks to normalize following the apex of the pandemic, DAS believes that the 50% financial expansion of the Procurement Card Program will be difficult to sustain. Granting an extension to this contract will allow the DAS Division of Procurement & Support Services to assess the current state of program operations without compromising the exemplary service delivery our incumbent has provided throughout the partnership. Our goal remains to further enhance focus on growth opportunities thereby maximizing continued return on investment, in the form of a rebate. Under the circumstances it is recommended to remain aligned with our incumbent exercising the first two (2) year extension option. This will ensure continuity of service operation without unintended disruptions associated with a potential migration to a new provider.

RSA 21-I:17-d was amended to allow for the procurement of both commodities, and services, at an expenditure of \$1,000 or less just prior to the pandemic and the effects of this change on the program has yet to be fully realized under normal business circumstances.

While there are a myriad of initiatives underway to increase use of this contract, it is our position that maximizing those efforts, coupled with the continuation of this contracted relationship, would be in the best interest of the State.

During the process of extension discussions with Bank of America N.A. the State negotiated new rebate grids that will be applied to the States accounts for the remaining contract term including any approved extensions. This change represents an increase from 173 to 200 and 65 to 101 rebate basis points associated with standard rebate and large ticket thresholds respectively. This change represents additional rebate opportunities in excess of \$60,000 annually at forecasted spend levels. Ongoing initiatives to expand the utilization of P-Card as a primary payment method in State government will help offset the aforementioned spike associated with COVID-19 and continue to compound the fiscal benefit.

Based on the foregoing, I am respectfully recommending approval of the contract with Bank of America N.A.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-733-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 14, 2022

Charles M. Arlinghaus, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Bank of America, of Boston, MA, for Purchasing Card Services as described below and referenced as DoIT No. 2014-064E.

This statewide contract amendment with Bank of America will continue to provide Purchasing Card Services to State agencies. The purchasing card provides authorized State employees the ability to make payments for supplies, commodities, and services purchased through eligible statewide contracts using a credit card.

There is no cost to the State associated with this contract. The State receives an annual rebate based on a percentage of yearly spend. This amendment increases the rebate points used to calculate the annual rebate back to the State. The contract amendment shall become effective upon Governor and Executive Council approval through June 30, 2024.

A copy of this letter should accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA
DoIT No. 2014-064E
cc: Rebecca Bolton, DOIT.

FIRST AMENDMENT TO THE CONTRACT
BETWEEN BANK OF AMERICA, N.A. AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PURCHASING CARD SERVICES,
CONTRACT # 8002554

This First Amendment (hereinafter referred to as the "Amendment"), doled this 7 day of April, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Bank of America, N.A. hereinafter referred to as "the Contractor") for Purchasing Card Services.

WHEREAS, pursuant to an agreement effective July 1, 2019 and set to expire June 30, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain purchase card services for the State as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7 June 30, 2024

2. All other provisions of the Agreement, approved by the Governor and Executive Council on May 15, 2019, shall remain in full force and effect.

BANK OF AMERICA, N.A.

By: Elizabeth J. MORONEY

Elizabeth J. Moroney
(Print Name)

Title: SVP, Market Leader PSB

Date: 4/7/22

STATE OF NEW HAMPSHIRE

By: Ch. Arl

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 5-5-22

OFFICE OF THE ATTORNEY GENERAL

By: Valerie A. Pothuizen

Valerie A. Pothuizen
(Print Name)

Title: Assistant Attorney General

Date: 5/9/22

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

JUN 01 2022

Signed: [Signature]

(Print Name)
Title: Secretary of State

I. Amended General Product Fees and Charges

To Bank of America, National Association, ("Bank of America") Card Agreement

General Fees

Corporate Card Program	Annual Card Fee Waived
Purchasing Card Program	Annual Card Fee Waived
Logo Fee: (single, standard colors only)	Fee Waived
Unique Custom Design Fee per program (Custom Card and Logo designs are subject to review and approval based on product capabilities, customization may not be supported for all programs.)	As quoted
Return Payment Fee (applies to all card programs; per transaction)	Waived
International Transaction Fee*	2% of USD Amount
Expedited Card Delivery Fee per shipment	<ul style="list-style-type: none"> • US Mail/Bulk Mail (Default)=No Fee • Overnight=\$35.00 • 2:day=\$20.00

Corporate Billed Fees

Late Fee (assessed 3 days after cycle date when account is past due) (Assessed as a % of the past due amount for the current month's charges and any unpaid balances)	2% of total due (\$35 Minimum; No Maximum)
Cash Advance Fee	2.5% of transaction amount (\$5 Minimum/No Maximum)

Individual Billed Fees

Late Fee (assessed 3 days after due date when account is past due)	\$35.00 per occurrence
Cash Advance Fee	2.5% of transaction amount (\$5 Minimum/No Maximum)

*If you make a Transaction in currency other than U.S. dollars, Visa or Mastercard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. Mastercard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add an International Transaction fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

II. Amended Electronic Products Schedule of Fees and Charges

Individual Billed Fees

Applications (online tools)	Fee Waived
Custom Requests	
Custom Development and/or Maintenance	Fee Waived

END OF AMENDED SCHEDULES I AND II

III. Amended U.S. Schedule of Revenue Share

(Cycle and Grace Days)

REVENUE SHARE DEFINITIONS

Capitalized terms, which are not defined in this Section III have the meanings ascribed in the applicable Card Agreement.

"Alternate Transactions" means certain transactions in the Transaction Volume, based upon the type of merchant and or transaction dollar amount, at the discretion of Visa and Mastercard, that are subject to significantly reduced interchange rates paid by a merchant. These transactions include large ticket and partner program transactions.

"Calculation Period" means, initially, the twelve (12) month period commencing on the first day of July, 2022 and every year thereafter.

"Credit Losses" means any balances which remain unpaid by Company, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

"Cycle Days" means the number of days from the start of the billing period to the Billing Statement date.

"Grace Days" means the number of days after the Billing Statement closing date within which payment is due.

"Revenue Share Multiplier", aka Rebate Multiplier, means the multiplier corresponding to the Transaction Volume, Cycle Days and Grace Days as set forth in the Revenue Share Multiplier Table(s) below, and less any adjustments for file turn as applicable.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Alternate Transactions.

"Total Credit Losses" means, for any Calculation Period, the sum of (i) Bank of America's Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank of America's Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any Revenue Share payable under the Agreement.

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase Transactions made with the U.S. Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

REVENUE SHARE CONDITIONS

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a Revenue Share:

- i. Company and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Company and Participant complied with the terms in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Revenue Share Multiplier Table; and
- iv. The Agreement has not been terminated by either party prior to the completion of a Revenue Share Calculation Period.
- v. The four conditions above, together being the "Revenue Share Conditions".

Should one or more of the above Revenue Share Conditions not be met, Bank of America will be under no obligation to pay any revenue share rebate, although Bank of America may, in its sole discretion, determine to pay a revenue share rebate in an amount determined by Bank of America. Bank of America's payment of a revenue share rebate in such circumstance will in no way obligate Bank of America to pay a revenue share rebate with respect to any subsequent Calculation Period.

REVENUE SHARE CALCULATION AND PAYMENT

In the event that all of the above Revenue Share Conditions are met with respect to the Calculation Period, Bank of America will pay a revenue share rebate to Company within ninety (90) days following the end of the Calculation Period. Payment of the revenue share will be made by ACH credit or other means determined by Bank of America. No rebate will be paid to any Participant

The revenue share shall be calculated at the end of the Calculation Period in accordance with the transactions Revenue Share Multiplier Table(s) and using the equation outlined below.

$$\{(\text{Standard Transaction Volume} \times \text{Standard Transactions Revenue Share Multiplier}) + \{(\text{Alternate Transaction Volume} \times 101 \text{ basis points } (1.01\% \text{ or } 0.0101))\} - \text{Total Credit Losses}$$

The Standard Transactions Revenue Share Multiplier will be determined based on the Calculation Period cumulative total of all Transaction Volume from Premium Rewards participants, however, Transaction Volume that is applied to Premium Rewards points will not, be included in the revenue share rebate payout calculation. This paragraph is applicable for products with Premium Rewards only.

STANDARD TRANSACTIONS REVENUE SHARE MULTIPLIER TABLE

INCLUDE ALL TRANSACTION VOLUME TO DETERMINE STANDARD TRANSACTIONS REVENUE SHARE MULTIPLIER VOLUME TIER

State of New Hampshire United States Grid Annual US Volume Tiers		Cycle days	7	14	14	30	30	30	30	30
		Grace days	3	3	7	3	7	14	20	25
		REVENUE SHARE BASIS POINTS								
\$2,000,000	\$2,999,999		100	99	97	95	93	90	87	85
\$3,000,000	\$4,999,999		130	129	127	125	123	120	117	115
\$5,000,000	\$9,999,999		145	144	142	140	138	135	132	130
\$10,000,000	\$14,999,999		183	182	180	178	176	173	170	168
\$15,000,000	\$19,999,999		212	211	209	207	205	202	199	197
\$20,000,000	\$24,999,999		213	212	210	208	206	203	200	198
\$25,000,000	\$34,999,999		215	214	212	210	208	205	202	200
\$35,000,000	\$49,999,999		216	215	213	211	209	206	203	201
\$50,000,000	\$74,999,999		217	216	214	212	210	207	204	202
\$75,000,000	\$99,999,999		218	217	215	213	211	208	205	203
\$100,000,000			219	218	216	214	212	209	206	204

If Company terminates the Agreement for convenience in accordance with the Agreement, or Bank of America terminates the Agreement for cause in accordance with the Agreement within two (2) years from the effective date of the Agreement, and the cumulative bonus Transaction Volume requirement has not been achieved, Company agrees that it will pay back to Bank of America the greater of the proportional amount of the bonus incentive outlined above or one-half of the bonus incentive for each remaining year of the pricing term. Bonus pay back will occur within sixty days of termination of the Agreement.

Nothing in these schedules is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedules applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or any of its Schedules all fees, charges and Revenue Shares are subject to change upon 60 days' prior written notice to you if in connection with us providing this card program, or any Services to you:

- i. An event external to us increases the cost or decreases the revenue to us;
- ii. There is any decrease to the interchange rates paid to us by a card network; or
- iii. There is an increase to funding costs due to interest rate changes;
- iv. There is any deterioration in your financial condition.

END OF AMENDED SCHEDULE III

FINANCIAL OFFER IS VALID FOR 90 DAYS



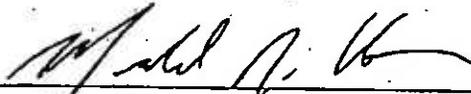
CERTIFICATE OF CORPORATE EXISTENCE

I, Michael J. Hsu, 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. "Bank of America, National Association," Charlotte, North Carolina (Charter No. 13044), 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, March 15, 2022, 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



ASSISTANT SECRETARY'S CERTIFICATE
OF
BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Allison L. Gilliam, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. The following person has been duly elected or appointed to the office in the Association as indicated; and that such person holds such office at this time:

<u>Name</u>	<u>Title</u>
Elizabeth J. Moroney	Senior Vice President

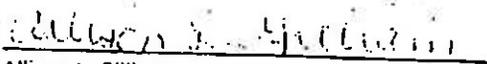
2. The following is a true and complete copy of excerpts from the Bylaws of said Association, and the same is in full force and effect as of the date hereof:

Section 4.1. **Officers.** The officers of the Association may include a Chief Executive Officer, a President, one or more Vice Chairmen, one or more individuals designated by the Board of Directors as a "Regulation O officer" for purposes of Regulation O promulgated by the Board of Governors of the Federal Reserve System (the "Executive Officers"), one or more Managing Directors (including the officer title of Director), one or more Principals, one or more Vice Presidents (including Executive Vice Presidents, Senior Vice Presidents and Assistant Vice Presidents), a Secretary, a Treasurer, and such other officers, assistant or deputy officers and agents, as may be elected from time to time by or under the authority of the Board of Directors (collectively, with the Chief Executive Officer, the President, the Vice Chairmen, the Executive Officers, the Managing Directors, the Vice Presidents, the Secretary, the Treasurer, and the Chief Audit Executive, the "Officers"). The Officers shall have such duties and authorities as may be prescribed by these Bylaws, the Board of Directors, the Chief Executive Officer or by the Officer to whom such Officer reports.

Section 5.2. **Execution of Instruments.** All indentures, mortgages, deeds, conveyances, contracts, notes, loan documents, letters of credit, master agreements, swap agreements, guarantees, discharges, releases, satisfactions, settlements, affidavits, bonds, undertakings, powers of attorney, and other instruments or contracts may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Association by an Officer (as such term is defined in Article IV, Section 4.1), or any individual who is listed on the Association's personnel records in a position equal to any of the Officers, or such other officers, employees or agents as the Board of Directors, the Chief Executive Officer or any Officer reporting directly to the Chief Executive Officer may direct in a written delegation kept in the minute book of the Association. The provisions of this Section 5.2 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

IN WITNESS WHEREOF, I have hereupon set my hand and affixed the seal of said Association this 5th day of April, 2022.

(SEAL)


Allison L. Gilliam
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2023

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 Marsh USA Inc. 100 North Tryon Street, Suite 3600 Charlotte, NC 28202		CONTACT NAME: PHONE (A/C, H/F): FAX (A/C, H/F): EMAIL ADDRESS:	
INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-17-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001		INSURER(S) AFFORDING COVERAGE	
CN101925409-A, II-21-22	RFP	HFP	CASUA
INSURER A: Greenwich Insurance Company		NAIC # 22572	
INSURER B: N/A		N/A	
INSURER C: See attached. Various			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: ATL-004383811-08 REVISION NUMBER: 7

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.

INSURER (A-F)	TYPE OF INSURANCE	ADDL. SUBR. (INSR) (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLARIS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		RG030013654 This coverage applies only if required by written contract.	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 2,000,000 OCCURRENCE REINTEGRATED PREMISES (Ea. occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEG <input type="checkbox"/> RETE/MENTS					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	See Attached	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RFP No: 1510-13 Procurement Car Services

CERTIFICATE HOLDER

State of New Hampshire
 Purchasing Agent
 25 Capitol Street Room 102
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC 1-028-17-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General Liability limit shall not exceed the amount stated in the contract between Bank of America Corporation and the certificate holder.
The certificate holder is an additional insured under General Liability as their interest may appear, but only if required by written contract with the named insured.

Workers Compensation and Employers Liability
Carriers and Policy Numbers:

Carrier: XL Insurance America, Inc.
Effective/Expiration dates: 08/01/2021 - 08/01/2022
Policy Number: RWD943546107

Including the following state(s): AL AR AZ CA CO CT DC DE FL GA HI IA IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NY OH OR PA RI SC SD TN TX UT VA VT WV

Carrier: XL Specialty Insurance Company
Effective/Expiration dates: 08/01/2021 - 08/01/2022
Policy Number: RWR943546207
Including the following state(s): AK, WI

Carrier: XL Specialty Insurance Company
Effective/Expiration dates: 08/01/2021 - 08/01/2022
Policy Number: RWE943546307
Including the following state(s): OH, WA
This policy is subject to a Self-insured Retention of \$1,000,000 per accident.

Carrier: XL Specialty Insurance Company
Effective/Expiration dates: 08/01/2021 - 08/01/2022
Policy Number: RYG300135604
Including the following state(s): AOS



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

96 m/c

Charles M. Arlinghaus
Commissioner
(603)-271-3201

Joseph B. Bouchard
Assistant Commissioner
(603)-271-3204

Catherine A. Keane
Deputy Commissioner
(603)-271-2059

April 15, 2019

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Procurement and Support Services, to enter into a contract with Bank of America, N.A. (Vendor No. 203997), for the administration of a Procurement Card (P-Card) program in the capacity of an intermediary and administrator for the purchase and financial processing of purchases. Effective upon Governor and Council approval for the period of July 1, 2019 through June 30, 2022.

There is no cost to the State associated with the use of this Contract. An annual rebate is distributed back to the State based on volume of spend. For procurements made using the associated credit cards funding is provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds in a specific Accounting Unit to cover the expenditure. Agencies use of procurement cards shall be subject to the limitations of the amounts appropriated by the legislature.

EXPLANATION

On March 2, 2018 the Division of Procurement and Support Services issued a request for proposal, RFP 1979-18, for Procurement Card Services. This RFP was issued to replace the contract currently held by Bank of America, N.A. which is set to expire on June 30, 2019. On March 29, 2018 three (3) compliant proposals were received.

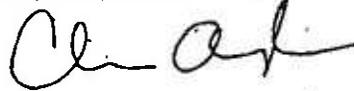
The scoring was based on the areas of: Rebate Schedule (50%), Technical abilities (30%), and Qualifications, Experience, and Resources (20%). Based on the foregoing, the proposal submitted by Bank of America, N.A. received the highest ranking score by the evaluation team.

His Excellency, Governor Christopher I. Sununu
and the Honorable Council
April 15, 2019
Page 2 of 2

The State shall receive an annual rebate based on the expenditures of the utilizing agencies and eligible participants. State agencies shall use the P-Card in place of the paper Field Purchase Order for expenditures \$1,000 or under and for statewide service and commodity contracts awarded through the Division of Procurement and Support Services with a designated payment method of P-Card. There shall be no cost to the State for these services.

Based on the foregoing, I am respectfully recommending approval of the contract with Bank of America, N.A.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
 BID # 1979-18
 3/29/18 @ 11:30 AM
 Procurement Card Service
 Statewide Contract

CATEGORIES	AVAILABLE POINTS	Bank of America	Citizens	JP Morgan
TOTAL POTENTIAL TECHNICAL AND PRICE POINTS	100	92.3	81.6	84.4



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 12, 2019

Charles M. Arlinghaus, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Bank of America, of Boston, MA, for Purchasing Card Services as described below and referenced as DoIT No. 2018-126.

This statewide contract with Bank of America will provide Purchasing Card Services to State agencies. The purchasing card provides authorized State employees the ability to make payments for supplies, commodities, and services purchased through eligible statewide contracts using a credit card.

There is no cost to the State associated with this contract. The State receives an annual rebate based on a percentage of yearly spend. The contract shall become effective July 1, 2019 or upon Governor and Executive Council approval, whichever is later, through June 30, 2022.

A copy of this letter should accompany the Department of Administrative Services submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT No. 2018-126
cc: Rebecca Bolton, DOIT

Subject: PURCHASING CARD SERVICES

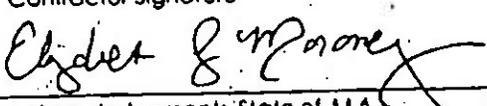
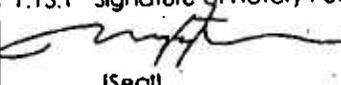
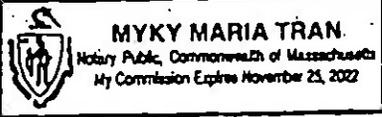
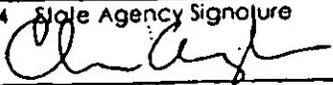
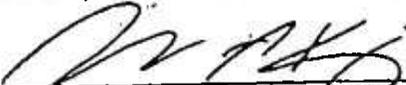
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 033301	
1.3 Contractor Name Bank of America, N.A.		1.4 Contractor Address 100 Federal Street MAS-100-09-12 Boston, MA 02110	
1.5 Contractor Phone Number 617-434-9321	1.6 Account Number N/A	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$0.00 See Exhibit B
1.9 Contracting Officer for State Agency Paul A. Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth J. Maroney, SVP P S B Market Leader - New England	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>SUFFOLK</u> On <u>04/12/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  MYKY MARIA TRAN [Seal]		 MYKY MARIA TRAN Notary Public, Commonwealth of Massachusetts My Commission Expires November 25, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner Date: <u>4/19/19</u>	
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: <u>4/24/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Bank of America, N.A. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Purchasing Card Services in accordance with the proposal submission in response to State Request for Proposal #1979-18 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFP 1979-18
- f. EXHIBIT E Administrative Services
- g. EXHIBIT F Security & Warranty
- h. EXHIBIT G Corporate Card Services Agreement
- i. EXHIBIT H Contractors Proposal to RFP 1979-18

3. TERM OF CONTRACT

This Contract shall commence July 1, 2019, or upon the approval of Governor and Executive Council, whichever is later, and shall terminate on June 30, 2022, a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for an additional two (2) two-year terms thereafter under the same terms, conditions and rebate structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

4. REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of

background screening results in accordance with the Contract Agreement – General Provisions-
Section 11: Use of State's Information, Confidentiality.

5. SCOPE OF WORK

The Contractor agrees to provide to the State the following services, at no cost, in support of the Purchasing Card (P-Card) Program.

The State requires Contractor to make this Purchasing Card (P-Card) Program available to Eligible Participants that utilize a purchase card throughout the State, at their option.

The State requires a P-Card with the highest market penetration or market share comparable to Master Card or Visa.

The Contractor must have a mechanism in place to enroll new suppliers to its system of P-Card acceptance.

1. BUSINESS REQUIREMENTS

1.1 ENROLLMENT AND IMPLEMENTATION

- 1.1.1 If applicable, the Contractor must implement the accounts payable card program for the State. Implementation shall include distribution and activation of cards, where applicable, as well as a functional website.
- 1.1.2 The Contractor shall review and approve any new card requests within three (3) days of an agency's request to participate in the program.
- 1.1.3 The Contractor shall work directly with the participating agency and P-card Program Administrator to enroll and implement the P-Card.

1.2 CARD DESIGN

- 1.2.1 The Contractor shall be responsible for embossing and printing the P-Cards to the State's specifications.
- 1.2.2 The State and participating agencies shall have the ability to customize the standard card stock.
- 1.2.3 The customization options shall include verbiage and/or logo graphic embossing as described below:
 - a. Name: "STATE OF NEW HAMPSHIRE";
 - b. The New Hampshire state seal;
 - c. Phrase: "FOR OFICIAL USE ONLY";
 - d. Cardholder name and his/her associated agency name;
 - e. The State federal tax number embossed on the face of the card with the phrase, "TAX EXEMPT";
 - f. The Contractor's toll-free 'help' telephone number shall be printed on the reverse side of the card; and

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- g. A short statement that the P-Card cannot be used in on Automated Tell Machine (ATM).

1.3 TRAINING

- 1.3.1 The Contractor shall assist the State in the development of a State approved training program.
- 1.3.2 Training sessions shall fully describe the roles and responsibilities of the cardholder, the approving official, and the accounts payable departments.
- 1.3.3 All procurement card users shall be trained in the use of P-Cards and the P-Card reporting system.
- 1.3.4 Training materials shall include, but not be limited to, webinars, printed hand-outs, and power point presentations.
- 1.3.5 If a live training session(s) is requested, training shall be held in Concord, NH.
- 1.3.6 Training shall be scheduled as needed.
- 1.3.7 The curriculum outline and format shall be established in consultation with the State agency's P-Card Program Administrator based on the needs of the target audience.

1.4 CUSTOMER SERVICES/SUPPORT

- 1.4.1 Customer service shall be supplied by the Contractor continuously throughout the term of the Contract.
- 1.4.2 The Contractor's personnel shall provide agencies with complete, accurate, timely information as well as the resolution of issues and problems.
- 1.4.3 The Contractor shall provide toll-free telephone assistance twenty-four (24) hours per day.
- 1.4.4 Assistance shall include reporting lost and stolen cards, transaction authorization and verification, account inquiries, and account maintenance.
- 1.4.5 The Contractor shall provide accounting and billing support services from 8:00 AM to 5:00 PM EST, Monday through Friday.
- 1.4.6 The Contractor shall maintain a quality assurance program in order to monitor and ensure that it is providing quality services. This shall be accomplished through regular intervals of satisfaction surveys or other approved methods that provide comprehensive feedback on all aspects of the P-Card program. The quality assurance findings, results, and

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resolution shall be shared with the State and participating Agencies.

1.5 LIMITS AND RESTRICTIONS

1.5.1 The system shall restrict purchases by defining groups of merchants according to services or commodities they provide.

1.5.2 The system shall have the capability of enforcing restrictions. The Bureau of Purchase and Property shall determine all restrictions in P-Card use including, but not limited to, the following:

- a. Dollar limit per transaction, per day and/or per month of each cardholder;
- b. Restrictions concerning types of merchants in which the P-Card may be used;
- c. Dollar limits per month for each billing unit; and
- d. Cash advances with the P-Card are prohibited.

1.5.3 The system shall provide a secure website for the State agencies to make changes to cardholders' profiles such as credit limit, address, etc.

1.5.4 The system shall provide approval authority for the State P-card Program Administrator to make hierarchy structure changes, additions, and deletions.

1.5.5 The system shall set up a hierarchical structure that resembles the State's Executive Branch organizational structure, i.e. agency, division, bureau, accounting information.

1.6 NEW CARD ISSUANCE

1.6.1 The Contractor shall be responsible for card issuance, re-issuance and activation of cards. With the anticipation of continual growth in the P-Card program, the Contractor's system shall be able to accommodate the ever increasing number of cards.

1.6.2 Each participating agency will determine to whom the cards will be issued and the purchasing authority/limit of each individual.

1.6.3 The P-Card program shall be available for use by individual government employees.

1.6.4 The Contractor shall only issue a card to an employee when authorization is received from the participating agency or P-card Program Administrator.

1.6.5 The Contractor shall mail all cards issued within five (5) business days of it receiving the cardholder's account set-up information.

1.6.6 Cards shall be mailed to the P-Card Program Administrator at 25 Capitol St., Concord, NH 03301.

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1.6.7 The State, all participating entities, and the Judiciary Branch of State government will not have a common P-Card Program Administrator, nor do they currently share a common budget/appropriation accounting information. Therefore, the Contractor must identify, account for, and report each entity's transactions separately.

1.6.8 The current hierarchy in place consists of a Cardholder, Approver, Accountant, Agency Administrator, and P-Card Program Administrator. Approval of a single transaction must pass through three (3) levels of review before being authorized for payment (Cardholder, Approver, and Accountant). The Agency Administrator oversees the P-Card program for an individual agency or a designated division, bureau or unit of an agency. The P-Card Program Administrator oversees the entire P-Card program and is the primary point of contact for the agencies and Contractor. Contractor's solution must have these roles at a minimum.

1.7 ACCOUNT MAINTENANCE/CHANGES

1.7.1 Participating agencies may make changes to cardholder accounts.

1.7.2 Cardholder account changes shall be in real time and may include but are not limited to changes to: names, addresses, zip codes, telephone numbers, e-mail addresses, purchase limits, transaction limits, approving officials, temporarily suspended cardholder activity, and termination of cardholder's account.

1.7.3 The Contractor shall not make any account changes without prior written approval from the participating agency.

1.8 DISPUTED TRANSACTIONS; LOST OR STOLEN CARDS; UNAUTHORIZED USE

1.8.1 The State shall contact the Contractor to report disputed transactions as soon as practicable upon discovery of the disputed transaction. The State shall complete a disputed transaction form by accessing Contractor's online system. The Contractor shall process disputed transactions in accordance with the operating rules and regulations of such card network to resolve any disputed transactions resulting from unauthorized charges, credits, or errors in billing for all procurement cards within sixty (60) days.

1.8.2 The system shall record, track, and document disputed transactions, charges, credits, and account charges for the duration of the contract.

1.8.3 The State must notify Contractor to report any lost, stolen or unauthorized use of a Card, including actual or suspected lost, stolen or unauthorized use of a Card, as soon as practicable but in any event no later than the business day after discovery. Notification of lost, stolen or unauthorized use of a Card must include as much information as the Cardholder is able to provide. The State is responsible for reporting disputed transactions

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within sixty (60) days from the date the disputed item appears on the statement.

1.9 LIABILITY FOR CARD USE

1.9.1 All participating agencies shall only be liable for the use of their P-Cards on acquisitions that are authorized transactions.

1.9.2 Authorized transactions are defined as acquisitions which meet the following requirements:

The participating agency authorized the employee as a P-Card user:

- a. The transaction is within cardholder setup limits and restrictions specified by each participating agency;
- b. The transactions are authorized by the merchant in accordance with established payment card association rules and regulations; and
- c. The participating agency receives the product, commodity or service.

1.9.3 The use of the P-Card outside of this definition is defined as an unauthorized transaction and is outside the scope of the participating agency's liability.

1.9.4 The Contractor shall report lost, stolen, or apparent fraudulent P-Cards to the participating agency and P-Card Program Administrator via telephone, fax, or email immediately upon report, with prompt replacement by mail within seven (7) business days.

1.9.5 The State shall have no liability for lost or stolen cards or fraudulent use, if properly reported in accordance with 1.8 DISPUTED TRANSACTIONS; LOST OR STOLEN CARDS; UNAUTHORIZED USE.

1.9.6 The Contractor shall report fraud transactions through immediate system generated letters to the agency cardholders and P-card Program Administrator.

1.10 REPORTS IN GENERAL

1.10.1 Critical to the operation of every participating agency is the ability to obtain required transaction data as well as overall P-Card program information. The required data may vary from one agency to the next.

1.10.2 The Contractor shall be required to provide versatile and comprehensive reporting capabilities:

1.10.3 The system shall have reporting capabilities at all hierarchical program levels and be deliverable through an electronic format compatible with Microsoft Office products and accessible to state agencies from the Contractor's online software system.

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1.10.4 The Contractor shall have the ability to restrict and implement changes.

- Cardholders shall have the ability to print statements for record or bill payment

1.10.5 This secured system shall have the capability of disseminating different levels of secure information.

1.10.6 The Contractor shall be able to provide varying levels of security. High levels of security shall be required for items such as reviewing detailed transaction date, cardholder account numbers, or making changes. Lower levels of security shall be needed for obtaining items such as forms or training materials.

1.10.7 The Contractor shall make representatives available over the phone or in person to work with the State in tailoring reports to meet its needs.

1.10.8 Additionally, the reporting system shall have the following capabilities:

- a. Cardholders shall have the ability to view their individual statements online;
- b. P-Card Program Administrator shall have the ability to view all statements for all cardholders;
- c. Online self-registration;
- d. E-mail notification indicating availability of statement;
- e. At minimum, twelve (12) months of statements housed online;
- f. Cardholders shall have the ability to print statements for record or bill payment.

1.11 SPECIFIC REPORTS

1.11.1 The Contractor shall have the capability to provide specific reports pertaining to:

- a. Disputed items;
- b. Past due items;
- c. Summary report(s) for each participating agency that show individual and combined totals. The reports at a minimum shall depict the following:
 - i. Total dollars purchased;
 - ii. Total transactions;
 - iii. Total number of cards;
 - iv. Total number of active cards;
 - v. Average dollars for all transactions;
 - vi. Custom ad-hoc reports using multiple data attributes, filters, and metrics with export capabilities; and

1.11.2 The Contractor's system shall provide the following reports:

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- a. Aging reports that reflect, in detail, the aging of past due items, including the number of days past due;
- b. Vendor code group report showing all merchant codes and all merchant registration groups by name, detailing the codes within each group as either 'included' or 'excluded'; and
- c. Cardholder restricted merchant code groups showing all cardholders with their restricted merchant group.

1.12 ROLL-UP REPORTING

1.12.1 The Contractor shall generate management and other reports to be provided to cardholders, P-Card Program Administrator, the State Contract Manager, and the State's fiscal and auditing units.

1.12.2 Reports shall be sorted with roll up capabilities at all levels, for at least the following entities:

- a. Cardholder;
- b. Cardholder's Bureau Level;
- c. Cardholder's Division Level;
- d. Agency Level;
- e. State Contract Manager Level;
- f. State P-card Program Administrator

1.13 SPECIALIZED AUDIT REQUIREMENTS

1.13.1 The State requires reasonable electronic access to the Contractor database in sufficient detail to permit auditors to make a judgment of validity of a transaction.

1.13.2 All reports supplied by the Contractor shall satisfy all audit requirements and provide management with the tools necessary to make informed decisions on procurement activities.

1.13.3 The Contractor shall provide ad hoc reports, as required by the participating agencies.

1.13.4 The Contractor shall assist the State in ensuring that the adequacy of internal controls is maintained in accordance with generally accepted auditing standards.

1.14 INFORMATION TECHNOLOGY REQUIREMENTS

1.14.1 The Contractor's software must be browser-based, robust, functional, easily navigable, and secure.

1.14.2 The solution shall allow for functional and easy management of cardholder accounts and comprehensive reporting.

1.14.3 The Contractor's system shall be able to interface and electronically feed all charges/information into the State of New Hampshire's Enterprise Resource Planning system, Infor ("NHFIRST ERP"), AP module.

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1.14.4 In addition, the Contractor's software must be capable of adopting to any changes to the State's systems so that the P-Card interface can continue to generate transactions and provide data feeds in any new system adopted by the State.

1.14.5 The Contractor's software and technology, at a minimum, must provide the following features:

- a. Browser-based access to Contractor's purchasing card software must be through a standard browser (IE10 or 11);
- b. Security features to ensure secure data transfer as well as secure storage of cardholder, card number, and transaction information on file servers. Software shall provide means for users to establish and change their own passwords;
- c. Security of transaction data, card numbers and process flow;
- d. Support for real time access and changes, including account and hierarchy changes; and
- e. Archiving features.

1.15 SYSTEM SAFEGUARDS

1.15.1 The State anticipates that the usage of P-Cards will change as technology evolves.

1.15.2 The system shall incorporate safeguards that are appropriate for interfacing as well as the use of the Contractor's software.

1.15.3 The Contractor shall guarantee 99% uptime, exclusive of the regularly scheduled maintenance window.

1.15.4 A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.

1.15.5 The Contractor shall give two (2) business days prior notification to the State P-Card Manager of all changes/updates and provide the State with training due to the upgrades and changes.

1.16 DATA INTERFACE

1.16.1 At no additional cost to the State, the Contractor shall agree to work with the State for data interface and/or data transfer matters. The file format will be as specified by the State, currently .CSV files. The State utilizes an enterprise resource planning (ERP) system by Infor, formerly known as Lawson ERP to interface invoice/payment data with vendors.

1.16.2 Upon the completion of each P-Card cycle, an invoice and detailed distribution file will be sent to the State.

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1.16.3 The Contractor shall collaborate with the State when reviewing current systems and processes and make recommendations for improvement.

1.16.4 It is the State's standard to exchange data with its vendors using the State of New Hampshire's Secure File Exchange Server. This Secure File Exchange Server is accessible by anyone with Internet access. All data files on this server are encrypted while at rest. The data stays protected until downloaded by the receiver. Contractor will be required to use this method for sending data files to the State.

1.17 ROLE BASED SECURITY

The current hierarchy in place consists of a Cardholder, Approver, Accountant, Agency Administrator, and P-Card Program Administrator. Approval of a single transaction must pass through three (3) levels of review before being authorized for payment (Cardholder, Approver, and Accountant). The Agency Administrator oversees the P-Card program for an individual agency or a designated division, bureau or unit of an agency. The P-Card Program Administrator oversees the entire P-Card program and is the primary point of contact for the agencies and Contractor. Contractor's solution must have these roles at a minimum.

1.17.1 Contractor's online solution shall provide security measures for assigned roles.

1.17.2 Each assigned role will have access to the following tasks, and not be permitted to access tasks for the other defined roles, unless otherwise specified.

1.17.2.1 Cardholder tasks shall include:

- a. Search for payable documents associated with the account.
- b. Review the details of transactions made with the account.
- c. Modify the editable details of the transactions.
- d. Add comments, if necessary, to the transactions.
- e. Sign off on the reviewed transactions.
- f. Upload receipts

1.17.2.2 Approver tasks shall include:

- a. Signs off on payable documents and approves purchase requests that originated from a member of the group(s) to which they have assigned authority
- b. Upload and view attached receipts
- c. Run reports for assigned group(s)

1.17.2.3 Accountant tasks shall include:

- a. Responsible for making sure the GL coding on a transaction request is correct before closing.

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- b. Edit/dispute/divide/llog transactions
- c. Close any user's open, approved transaction
- d. Create and reports
- e. Batch/download transaction detail data
- f. Sweep outstanding transactions into the Accounting queue before the Cardholder and/or Approver have performed sign-off
- g. Upload and view attached receipts
- h. Run reports for assigned agency(ies)

1.17.2.4 Agency Administrator tasks shall include:

- a. Add and Remove users and cardholders
- b. Assign permissions (approver, accountant roles)
- c. Add and remove groups for assigned agency(ies)
- d. Run reports for assigned agency(ies)

1.17.2.5 P-Card Program Manager

1.18 CARD TERMINATION

1.18.1 All card terminations shall be furnished to the Contractor via Contractor's online system, telephone or email by the P-Card Program Administrator.

1.18.2 Cancellations shall become effective immediately upon receipt of the earliest communication by the Contractor.

1.19 TRANSACTION FEE

1.19.1 The State shall not pay any fees or charges, including, but not limited to, the following:

- a. Annual membership fee;
- b. Annual card fee;
- c. Transaction fee;
- d. Implementation fee;
- e. Training fee;
- f. Electronic delivery;
- g. Reporting (standard or customized, paper or electronic);
- h. Consulting fee;
- i. IT software and hardware costs;
- j. Penalty cost for failure to achieve dollar threshold on annual basis; and
- k. Any other fees/charges not previously mentioned that may apply to the card program.
- l. With the exception of The State being responsible for paying International Transaction fees up to 1% of the USD amount.

1.19.2 The Contractor shall provide a schedule of rebates based upon annual sales volume, as listed in Exhibit B.

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1.20 PROCESS IMPROVEMENT AND RE-ENGINEERING

1.20.1 The State reserves the rights to review and accept any recommendations which further streamline the procurement and the account payable process based on opportunities identified by the Contractor for savings and system re-engineering.

1.21 ELIGIBLE PARTICIPANTS

1.21.1 Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

1.21.2 These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the terms and conditions established under this Contract.

1.21.3 Any aforementioned entity shall have its purchase volumes combined with that of State to increase the overall benefit of rebates for the State and eligible participants.

1.21.4 Participants are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

1.22 PARTICIPATING ADDENDUM

1.22.1 Each participant will complete a participating addendum supplied by the Contractor.

1.22.2 A copy of said participating addendum, after being executed by the participant and the Contractor, shall be maintained with the State.

1.22.3 A participating addendum allows for each participant to add terms and conditions that may be unique to their entity. For example, payment grace days and billing cycle days may vary with each participant.

1.22.4 The participant and the Contractor shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the participating addendum.

1.23 PARTICIPANT REPORTS

1.23.1 Contractor shall send the State semi-annual (by June 30th and December 31st) reports containing the following information:

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- a. A list of entities participating in the Contract; and
- b. The volume of purchases of each participant; and
- c. The annual rebate for each participant; and
- d. The added rebate benefit amount that each participant receives as a result of participating in the Contract.

2. APPLICATION REQUIREMENTS

2.1 GENERAL SPECIFICATIONS

- 2.1.1 Ability to access data using open standards access protocol (please specify supported versions in the comments field).
- 2.1.2 Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.
- 2.1.3 Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1

2.2 APPLICATION SECURITY

- 2.2.1 Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.
- 2.2.2 Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.
- 2.2.3 Enforce unique user names.
- 2.2.4 Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy
- 2.2.5 Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.
- 2.2.6 Encrypt passwords in transmission and at rest within the database.
- 2.2.7 Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy
- 2.2.8 Provide the ability to limit the number of people that can grant or change authorizations.
- 2.2.9 Establish ability to enforce session timeouts during periods of inactivity.
- 2.2.10 The application shall not store authentication credentials or sensitive data in its code.

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- 2.2.11 Log all attempted accesses that fail identification, authentication and authorization requirements.
- 2.2.12 The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.
- 2.2.13 All logs must be kept for (XX- days, weeks, or months).
- 2.2.14 The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.
- 2.2.15 Do not use Software and System Services for anything other than they are designed for.
- 2.2.16 The application Data shall be protected from unauthorized use when at rest.
- 2.2.17 The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.
- 2.2.18 Subsequent application enhancements or upgrades shall not remove or degrade security requirements.
- 2.2.19 Utilize change management documentation and procedures.
- 2.2.20 Web Services: The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.

3. TESTING REQUIREMENTS

3.1 APPLICATION SECURITY TESTING

- 3.1.1 All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.
- 3.1.2 Contractor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.
- 3.1.3 Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.
- 3.1.4 Test for Access Control; supports the management of permissions for logging onto a computer or network.
- 3.1.5 Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.

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- 3.1.6 Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.
- 3.1.7 Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.
- 3.1.8 Test the User Management feature; supports the administration of computer, application and network accounts within an organization.
- 3.1.9 Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.
- 3.1.10 Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.
- 3.1.11 Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
- 3.1.12 For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))
- 3.1.13 Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review.
- 3.1.14 Prior to the System being moved into production, Contractor shall provide results of all security testing to the Department of Information Technology for review and acceptance.
- 3.1.15 Contractor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.

3.2 STANDARD TESTING

- 3.2.1 Contractor must test the software and the system using an industry standard and State approved testing methodology.
- 3.2.2 Contractor must perform application stress testing.
- 3.2.3 Contractor must provide documented procedure for how to sync Production with a specific testing environment.

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3.2.4 Contractor must define and test disaster recovery procedures.

4. HOSTING REQUIREMENTS – Intentionally omitted

4.1 DISASTER RECOVERY

4.1.1 Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.

4.1.2 The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.

4.1.3 Contractor shall adhere to a defined and documented back-up schedule and procedure.

4.1.4 Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.

4.1.5 Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.

4.1.6 Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.

4.1.7 Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Contractor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.

4.2 HOSTING SECURITY

4.2.1 Contractor shall employ security measures ensure that the State's application and data is protected.

4.2.2 If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.

4.2.3 All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.

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- 4.2.4 All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.
- 4.2.5 Contractor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.
- 4.2.6 Contractor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Contractor's hosting infrastructure and/or the application upon request.
- 4.2.7 All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.
- 4.2.8 Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA
- 4.2.9 Contractor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Contractor learns of their occurrence.
- 4.2.10 Contractor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

4.3 SERVICE LEVEL AGREEMENT

- 4.3.1 Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
- 4.3.2 Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
- 4.3.3 Contractor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
- 4.3.4 All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc. shall be applied within sixty (60) days of release by their respective manufacturers.

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- 4.3.5 The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.
- 4.3.6 Contractor shall conform to the specific deficiency class as described: For monthly cycle closing the 25th of each month, or nearest prior business day, and the 1st of each month, or nearest following business day will always fall into Class A:
- Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.
 - Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.
 - Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.
- 4.3.7 As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:
- a. Class A Deficiencies - Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within twenty-four (24) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;
 - b. Class B & C Deficiencies - The State shall notify the Contractor of such deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.
- 4.3.8 The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
- 4.3.9 A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.

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- 4.3.10 Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.
- 4.3.11 A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
- 4.3.12 Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.
- 4.3.13 Contractor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.

5. SUPPORT & MAINTENANCE REQUIREMENTS

5.1 SUPPORT & MAINTENANCE REQUIREMENTS

- 5.1.1 Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
- 5.1.2 Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
- 5.1.3 Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
- 5.1.4 The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.
- 5.1.5 Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.
- 5.1.6 For all maintenance Services calls, Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;

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- 5.1.7 Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 5.1.8 Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.
- 5.1.9 A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
- 5.1.10 Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.
- 5.1.11 The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
- 5.1.12 Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.
- 5.1.13 A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.
- 5.1.14 Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
- 5.1.15 All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within thirty (30) days of release by their respective manufacturers.
- 5.1.16 Contractor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files if applicable.

6. PROJECT MANAGEMENT REQUIREMENTS

6.1 PROJECT MANAGEMENT

- 6.1.1 Contractor shall participate in an initial kick-off meeting to initiate the Project.
- 6.1.2 Contractor shall provide Project Staff.

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- 6.1.3 Contractor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.
- 6.1.4 Contractor shall provide detailed bi-weekly or monthly status reports on the progress of the Project, which will include expenses incurred year to date.
- 6.1.5 All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)

6. SERVICES

The Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7. ADMINISTRATIVE SERVICES

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services.

8. TESTING SERVICES

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Security & Testing.

9. WARRANTY SERVICES

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit G: Warranty & Warranty Services.

10. TRANSITION ASSISTANCE

If an awarded contract is not renewed, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees ("transition services"). The State shall notify Contractor of any request for transition services, including any request to permit cards or accounts to be used for a limited transition period and the State shall be liable for the funds charged to said cards or accounts, provided said total does not exceed the Price Limitation set forth in Section 1.8 of the Form P-37 above, incurred during such transition period in accordance with the terms of the contract. Such transition services shall be deemed by the parties to be governed by the terms and conditions of the contract, except for those terms or conditions that do not reasonably apply to such transition services. The State shall pay the Contractor for any resources utilized in performing such transition

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services at the most current rates provided by the Contract. If there are no established Contract rates, then the rate shall be mutually agreed upon.

11. ADDITIONAL REQUIREMENTS

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

12. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

13. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #1979-18, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.

14. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

15. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide purchasing card services in complete compliance with the terms and conditions specified in Exhibit A at no cost to the State from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. REBATE STRUCTURE

1.1 REBATES

- 1.1.1 The core element of the Contract consists of the rebate structure based on the total combined P-Card spend for all transactions posted during each fiscal year of the Contract.
- 1.1.2 The rebates earned by the State shall be based on the total combined P-Card spend from all State government branches (Executive, Legislative, and Judicial) and eligible participants. The rebate schedule shall reflect the leveraged power of the combined entities, while at the same time accounting for, reporting on, and providing rebates to each State government branch (Executive, Legislative, and Judicial) and eligible participant.
- 1.1.3 For the purpose of calculating its earned rebate, the State reserves the right and intends to combine any and all eligible spend from any State entity, Executive, Judicial, Legislative, and eligible participant.
- 1.1.4 Large ticket transactions for rebate calculation are defined as the following:
 - a. Certain transactions in the total transaction volume which, based upon the merchant or transaction dollar amount, are subject to a Large Ticket Interchange Program determined by Visa and MasterCard.
- 1.1.5 The rebate period shall be clearly defined with beginning and ending period dates identified as fiscal year dates.
- 1.1.6 Eligible participant and State annual purchasing volumes shall be combined to determine rebate tier.
- 1.1.7 The annual rebate amount for each participant shall be calculated based off each individual entity's purchasing volume multiplied by the rebate basis points that corresponds to the rebate tier of the combined purchasing volume of the State and all participants.

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- 1.1.8 Rebate basis points are determined, not only according to combined purchasing volume of all participants and the State, but also according to the number of billing cycle days and payment grace days agreed upon by Contractor and participant.
- 1.1.9 Cycle days and payment grace days may vary for each participating entity according to participating addenda between Contractor and eligible participant.
- 1.1.10 Participants shall receive 100% of the added rebate benefit from participating in the State contract.
- 1.1.11 Relevant rebate variables shall be verifiable, accurate, and reproducible by the Contractor's reporting system at a point in time (cut-off time) agreed to by the State and the Contractor.
- 1.1.12 Any early payment incentives provided by the Contractor shall be in addition to the rebate schedules and shall be clearly specified in conjunction with the terms for eligibility.
- 1.1.13 The Contractor shall notify the State at least thirty (30) days in advance of the date of the annual rebate calculation.

The Contractor shall provide the State with an annual rebate check based on the spend to date and with the rebate calculation analysis based on actual total combined spend.

1. General Product Fees and Charges

To Bank of America, National Association, ("Bank of America") Card Agreement

General Fees

Annual Card Fee	Waived
Logo Fee: (single, standard colors only)	Fee Waived
Unique Custom Design Fee (Custom Card and Logo designs are subject to review and approval based on product capabilities, customization may not be supported for all programs.)	As quoted
Return Payment Fee	Waived
International Transaction Fee	1% of USD amount
Expedited Card Delivery Fee	<ul style="list-style-type: none"> > U.S. Mail/Bulk Mail (Default)=No Fee > Overnight=\$35.00 > 2-day=\$20.00
Executive Cards	Fee Waived (maximum of 10 Cards)
Overlimit Fee	Waived

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

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The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

II. Electronic Products Schedule of fees and Charges.

Reporting and Data Works	Fee Waived
Global Reporting and Account Manager (GRAM)	Fee Waived
Payment Center	Fee Waived
Data File Feeds To Customers / Third Parties:	
<ul style="list-style-type: none"> • Statement Billing File • EDI 811 • Travel Agency File • Visa Commercial Format (VCF) • MC Commercial Data Format (CDF) • 1099 & Socioeconomic Reporting 	Fee Waived

END OF SCHEDULES I AND II

III. U.S. Schedule of Rebates (Cycle and Grace Days)

Rebate Definitions

Capitalized terms, which are not defined in this Section III have the meanings ascribed in the applicable Card Agreement.

"Calculation Period" means, initially, the fourteen (14) month period commencing on the first day of the month after Bank of America receives a fully executed original of the Agreement and thereafter, each subsequent twelve (12) month period.

"Credit Losses" means any balances which remain unpaid by Company, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

"Cycle Days" means the number of days from the start of the billing period to the Billing Statement date.

"Grace Days" means the number of days after the Billing Statement closing date within which payment is due.

"Large Ticket Transactions" means certain Transactions in the Transaction Volume which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large

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ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

"Partner Program Transactions" means certain Transactions in the Transaction Volume which, based upon the merchant and/or transaction dollar amount, are subject to a Visa or MasterCard partner program, as determined by and amended by Visa and MasterCard from time to time.

"Rebate Multiplier" means the multiplier corresponding to the Standard Transactions volume, Cycle Days and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table below.

"Standard Transactions" means the Transaction Volume not meeting the criteria for Large Ticket Transactions and/or Partner Program Transactions.

"Total Credit Losses" means, for any Calculation Period, the sum of (i) Bank of America's Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank of America's Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Agreement.

"Transaction Volume" means, for any Calculation Period, the total dollar amount of purchase Transactions made with the U.S. Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

Rebate Conditions

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

- i. Company and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Company and Participant complied with the terms in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and
- iv. The Agreement has not been terminated by either party prior to the completion of a rebate calculation period.
- v. The four conditions above, together being the "Rebate Conditions".

Rebate Calculation and Payment

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank of America will pay a rebate to Company, which shall be calculated at the end of the Calculation Period in accordance with the Standard Transactions Rebate Multiplier Table and using the following equation:

$$\begin{aligned} & ((\text{Transaction Volume for Standard Transactions} \times \text{Rebate Multiplier}) + ((\text{Transaction Volume for Large} \\ & \text{Ticket Transactions} \\ & + \text{Transaction Volume for Partner Program Transactions}) \times 65 \text{ basis points (0.65\% or 0.0065)}) - \text{Total} \\ & \text{Credit Losses} \end{aligned}$$

The Standard Transactions rebate multiplier will be determined based on the Calculation Period cumulative total of all Standard Transactions volume, including Standard Transactions volume from Premium Rewards participants, however, Standard Transactions volume that is applied to Premium

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Rewards points will not be included in the rebate payout calculation. This paragraph is applicable for products with Premium Rewards only.

Payment of any rebate will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period. No rebate will be paid to any individual card holder.

Should one or more of the above Rebate Conditions not be met, Bank of America will be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a rebate in such circumstance will in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period

STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE*

State of New Hampshire Annual US Volume Tiers Excludes Large Ticket and Partner Program Transactions		Cycle days Grace days	7	14	14	30	30	30	30	30
			3	3	7	3	7	14	20	25
		REBATE BASIS POINTS								
\$	\$ 2,999,999		100	98	96	94	92	90	88	85
\$	\$ 3,000,000 4,999,999		130	128	126	124	122	120	118	115
\$	\$ 5,000,000 9,999,999		147	145	143	141	139	136	133	130
\$	\$ 10,000,000 14,999,999		157	155	153	151	149	146	143	140
\$	\$ 15,000,000 19,999,999		177	176	175	174	173	172	171	169
\$	\$ 20,000,000 24,999,999		179	178	177	176	175	174	173	170
\$	\$ 25,000,000 34,999,999		181	180	179	178	177	176	174	172
\$	\$ 35,000,000 49,999,999		182	181	180	179	178	177	175	173
\$	\$ 50,000,000 74,999,999		183	182	181	180	179	178	176	174
\$	\$ 75,000,000 99,999,999		184	183	182	181	180	179	177	175
\$	\$ 100,000,000 +		185	184	183	182	181	180	178	176

Nothing in these schedules is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedules applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

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Notwithstanding anything to the contrary in the Agreement or any of its Schedules all fees, charges and rebates are subject to change upon sixty (60) days' prior written notice to you if in connection with us providing this card program, or any Services to you:

- i. An event external to us increases the cost or decreases the revenue to us;
- ii. There is any decrease to the interchange rates paid to us by a card network; or
- iii. There is an increase to funding costs due to interest rate changes;
- iv. There is any deterioration in your financial condition

Notice of the change shall allow the State to either continue with services or to terminate services. In addition, related to other changes, these changes will be mutually agreed to and documented in writing.

END OF US SCHEDULE III

3. INVOICE

1.1 INVOICING/PAYMENTS

1.1.1 The Contractor shall be required to furnish the State a complete itemized electronic invoice for all P-Card transactions for each of the billing accounts established within an agency and include the following minimum requirements on a monthly basis:

- a. P-Card number;
- b. Item detail, if available from merchant;
- c. Merchant;
- d. Transaction date;
- e. Posting date;
- f. Charge; and
- g. Transaction number

1.1.2 The invoices shall be sent promptly after the end of each billing cycle.

1.1.3 The Contractor may receive separate payment(s) from each billing unit or a consolidated payment.

1.1.4 The Contractor shall also be required to receive their payment(s) electronically.

1.1.5 The State, by law, cannot be obligated to pay for goods and services which have not been received and accepted, and therefore cannot be penalized for deferred payment of transactions that fall within these categories. Under these circumstances, interest, late charges, and number of days past due shall not apply.

5. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials

efm

Date 7/12/19

EXHIBIT C
SPECIAL PROVISIONS

1. Delete Section 13 of Form P-37 and substitute with the following:

INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all actual losses suffered by the State, its officers and employees, and any and all claims, liabilities, penalties, actual costs and expenses including reasonable attorney's fees and court costs 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 direct acts or omissions of the Contractor, up to USD \$25,000.00 under this contract for the State and its Eligible Participants. Contractor is not responsible for any damages caused by the actions or omissions of the State, its officers, employees and agents. 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.

2. Add to Section 10 of Form P-37 the following:

In the event of termination under Section 10 of form P-37, the State may procure services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative actual costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties and staff time costs not to exceed the sum total USD \$25,000 under this Contract for the State and its Eligible Participants; all of which shall be subject to the limitations of liability set forth in the Contract. In the event of default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days, or a mutually agreed up timeframe. 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 shall survive termination or Contract Conclusion.

3. Delete Section 6.3 of Form P-37 and substitute with the following:

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. In the event that the State is undertaking such a review, the State will provide prior notice to Contractor. Any review by the State will occur during Contractor's regular business hours at a date and time agreed to by both parties. Such review shall be related to the State and its transactions.

4. Delete Section 9 of Form P-37 and substitute with the following:

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

The Contractor agrees to comply with all applicable state and federal laws regarding the use and disclosure of Data, including RSA 91-A. Disclosure of Data, excluding cardholder data

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and transaction data which is disclosed in accordance with State and Federal banking regulations or other operation of applicable law, requires prior written approval of the State.

5. Delete Section 12 of Form P-37 and substitute the following:
12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. This Agreement is not assignable or otherwise transferable by the Contractor, either in whole or in part, without consent of the State in the form of a formal written amendment; which consent shall not be unreasonably withheld.

6. Delete Section 14.3 of Form P-37 and substitute the following:
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. 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.

7. Delete Section 18 of Form P-37 and substitute the following:
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. Notwithstanding the foregoing, if due to events outside of our control (including regulatory, card network or market conditions), Contractor may request an amendment to change, add or delete any effected terms of the Agreement by providing sixty (60) days' notice to the State in writing.

Contractor Initials ELM
Date 4/12/19

EXHIBIT D

RFP # 1979-18 is incorporated here within.

Contractor Initials egm
Date 4/2/19

**EXHIBIT E
ADMINISTRATIVE SERVICES**

1. DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

2. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

The Contractor shall maintain books, records, documents, and other evidence of accounting procedures and practices; which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor shall retain all such records for a rolling period of six (6) years from the date of transaction or the conclusion of any claim, litigation or exception relating to this contract taken by the State or a third party.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review, unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

3. ACCOUNTING REQUIREMENTS

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The rebate applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services.

Contractor Initials efm
Date 7/12/10

EXHIBIT F
SECURITY & WARRANTY

1. SECURITY

Application Security

IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation. This shall include but is not limited to:

- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle.
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.
- PCI DSS Payment Application Data Security Standard (PA DSS).

Whereas the Contractor provides the production environment which transmits, processes or stores cardholder data and therefore is considered a "service provider" under Requirement 12.8 of the PCI DSS;

Contractor agrees to the following provisions:

- PCI DSS Payment Application Data Security Standard (PA DSS) - As the Contractor's product is part of the processing, transmission, and/or storage of cardholder data it is hereby agreed that:
 - o Contractor agrees to participate in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS)
 - o PCI DSS Requirement 12.8, Service Provider requirements
 - Contractor agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.
 - Contractor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
 - Contractor agrees to supply the current status of Contractor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Agency. Contractor must supply to Agency an attestation of compliance at least annually, upon request.
 - Contractor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall Contractor's notification to Agency be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.

Contractor Initials EM
Date 7/2/19

- Contractor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Contractor to be and to remain PCI DSS compliant.

2. WARRANTIES

2.1 System

The Contractor warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

2.2 Software/Application License

The Contractor warrants that it is entitled to grant you licenses to access and use the Applications.

Disclaimers: THE APPLICATIONS, RELATED SERVICES AND INFORMATION PROVIDED PURSUANT TO THE APPLICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE AND OUR THIRD PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.

Warranties. We warrant that we have taken reasonable commercial steps to ensure that the Applications and related services are free from computer viruses, known technical bugs or vulnerabilities. We warrant that the Applications will perform in accordance with any related documentation we provide you. The Applications will on a continuous basis maintain the integrity of your data that is processed, transmitted or stored by the Applications. The foregoing warranties apply to the Bank and its subsidiaries and third party providers.

2.6 Services

The Contractor warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

Contractor Initials ERM

Date 4/12/10

EXHIBIT G
CORPORATE CARD SERVICES AGREEMENT

Bank of America Corporate Card Service Agreement is incorporated here within. See Attachment A.

Contractor Initials *EM*
Date *4/12/19*

EXHIBIT H

Bank of America, N.A. response to RFP # 1979-18 is incorporated here within.

Contractor Initials ebm
Date 4/12/19

Bank of America Corporate Card Service Agreement

This Bank of America Corporate Card Service Agreement (the "Agreement") is made by and between Bank of America, N.A., a Bank of America company, ("Bank of America"), and State of New Hampshire ("Company") and shall be effective as of April 12, 2019 ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to Company.

With our Corporate Card Services you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program, travel and entertainment card program, accounts payable card program or fleet card program, and the ancillary services set out in Section 18 of this Agreement (each a "Service", collectively, the "Services"). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

1. DEFINITIONS

AML/Sanctions Laws. All applicable laws relating to client identification, the prevention of money-laundering, terrorism, the use of proceeds of crime, economic or political sanctions, including Sanctions, and any other similar matter.

Applications. Proprietary Software and/or Materials accessed through our digital platforms or through any of our third party vendor sites; and any related services used to provide the Services, including (i) the Global Reporting Management System ("GRAM") hosted by MasterCard, (ii) a pin platform run by us, (iii) a payment center for US cardholders run by Total Systems, (iv) the Works System, and (v) any other third party vendor we may use from time to time.

Authorized User. Any person or entity, including any Cardholder, with your actual, implied or apparent authorization to use the Services and/or Applications.

Billing Statement. The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Each day on which we are open for business related to the Services.

Card. Each plastic card which we issue for your Card Account using a Service.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.

Cardholder. Your employee or any other person who you designate in writing and who we approve to receive a Card. If you or a Cardholder makes a Card Account number, Convenience Check, or a number associated with a Cardless Account available to another party, that person will also be considered a Cardholder.

Cardholder Account. A sub-account of your Card Account, which is set up by us for each Cardholder (at your request) for reporting and/or billing purposes.

Cardless Account. An Account for which we assign only an account number, but no Card is issued.

Cash Advance. As of the Effective Date, you agree and we acknowledge that you will not utilize the Cash Advance feature. Use of a Card Account through a Card or Convenience Check to obtain cash from a participating financial institution, merchant or automated teller machine. "Cash" for these purposes includes currency, and any other, items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers, regardless of whether you allow Cardholders to purchase such items.

Client Proprietary Information or CPI. All the data of a Client stored on our database systems related to the Services that constitute Confidential Information, including Personal Data.

Confidential Information. All Information concerning or relating to a party or any of its affiliates, employees, agents or representatives, including:
i. a party's business practices and strategies or information concerning business practices or strategies, including any documents prepared by a party or any of its employees, agents or representatives (including lawyers, accountants and financial advisors); and

- ii. any other information which is manifestly confidential by virtue of its nature or description or which a party expressly designates as being confidential.

Convenience Check. As of the Effective Date, you agree and we acknowledge that you will not utilize the Convenience Check feature. A check which we may provide to you, upon your request, to draw on a Card Account.

Data Protection Laws. Collectively, all U.S. national and state laws and regulations, the EU Data Protection Directive (Directive 95/46/EC), the EU General Data Protection Regulation (Regulation 2016/679), and the United Kingdom Data Protection Act 1998, and all other applicable laws regarding the collection, use, storage, transfer and processing of data, including Personal Data, relating to individuals (or, where applicable, legal persons). The term Data Protection Laws includes any laws, regulations or decrees promulgated by a financial regulator governing the use and/or disclosure of customer data, including bank secrecy obligations.

Data Protection Authority. The competent authority for regulating the processing of Personal Data in a relevant jurisdiction.

De-identification or De-identified. Removing, obscuring, masking, or obfuscating enough Personal Data from a record to ensure that the remaining information does not directly or indirectly identify an individual.

E-Commerce Laws. All applicable laws for or on the regulation of commerce and business via electronic means.

Employee Misuse. Use of a Card Account, Convenience Check or Card where: (i) the person or entity using the Card Account, Convenience Check or Card is your employee or agent; (ii) that person or entity has actual, implied or apparent authority to use the Card Account, Convenience Check or Card; and (iii) that use does not benefit you directly or indirectly.

Extended Workforce. Any of our subcontractors or vendors with access to CPI.

Financial Services Industry Best Practices. The standards, policies and practices generally used in the corporate card issuing business by banks of comparable size and scope to us, including appropriate mitigating controls.

Fraud. Misuse or theft of card information by individuals that are not your employees or agents that involves, but is not limited to, account takeover, counterfeit cards, lost/stolen cards, fraudulent card not present Transactions, skimming, database hacking, franchise software hacking, or phishing.

Grace Days. The number of days after the Billing Statement closing date within which payment is due.

Guarantor. A person or entity, other than you or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

Information Processing System(s). The individual and collective electronic, mechanical, and software components of our and our Extended Workforce's operations that store, access, process or protect data related to the Services.

Information Security Event. Any situation where there is unauthorized access, acquisition, unauthorized use or disclosure of unencrypted CPI or encrypted electronic CPI and the relevant confidential process(es) or key(s), that is capable of compromising the security, confidentiality or integrity of the CPI maintained by us and, with respect to Personal Data, that we have determined creates a substantial risk of identity theft or fraud against an individual.

Information Security Policy. Our written information security policy, which may be amended from time to time by us in our discretion.

License. A non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services, in a manner intended for authorized use, and to the extent authorized by us.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, authenticators, personal identification numbers, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and any documentation we provide to you in connection with the Services.

Notifiable Event. Any actual or suspected loss or theft of a Card, Convenience Check or Card Account or any actual or suspected Unauthorized Use or Fraud.

Participant. A Subsidiary, affiliate or division of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

Payment Due Date. The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days or such other agreed between us in writing.

PCI-DSS. The Payment Card Industry - Data Security Standard as amended from time to time and any successor standard adopted by the payment card industry establishing security standards for payment cards.

Personal Data. Means (i) any "non-public personal information" as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. and the rules and regulations issued thereunder; (ii) any "personal data" as defined in EU Directive 95/46/EC, EU Regulation 2016/679, the United Kingdom Data Protection Act 1998 or any equivalent or similar concept of personal data or personal information under any applicable law; or (iii) any other information that can specifically identify an individual, such as name, address and social security number ("SSN"), together, in each case, with any other information that relates to an individual who has been so identified.

Program Administrator. One or more individuals designated by you, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Program Data. Any Software, Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained.

Sanctions. Any sanctions administered or enforced by the United States Government (including the U.S. Department of the Treasury's Office of Foreign Assets Control), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other relevant sanctions authority.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Services.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned or controlled, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Transaction. The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Convenience Check or Card Account.

Unauthorized Use. Use of a Card Account, Card or Convenience Check by a person or entity (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account, Convenience Check or Card and (iii) whose use does not benefit you directly or indirectly.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.

Website. Any internet website and/or online access channel for use in accessing the Services.

Workforce. Our employees with access to CPI.

2. OUR OBLIGATIONS

2.1 Card Accounts. We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. All Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Cardless Account. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

2.2 Qualifications. We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in performing the Services, however we will remain responsible for their performance of any services under this Agreement.

2.3 Compliance with law. We will provide the Services in a manner which is materially compliant with all laws to which we may be subject (including all AML/Sanctions Laws and Data Protection Laws). We represent and warrant to you on and as of each day on which we provide a Service to you that our performance of our obligations does not materially violate any law applicable to us or facilitate illegal Transactions in the United States.

2.4 OFAC. We will implement reasonable systemic protocols to decline attempted Transactions that would violate Sanctions, or that would result in a violation by any person (including any person participating in the Transaction, whether as advisor, investor or otherwise) of Sanctions. We will monitor activity on your Card Accounts for activity that may be expected to lend, contribute, or otherwise fund any activities of a business or person in countries subject to Sanctions and may review such activity with you as may be necessary.

2.5 External Fraud. We will assume the financial liability for Fraud, including Unauthorized Use, subject to Sections 9.2 and 11.3 if you, or a Cardholder has not authorized or participated in the specific Transaction and you give us notice as soon as practicable but not later than 60 days after you receive the Billing Statement on which the Transaction occurs or the Business Day after discovery of the Fraud, whichever is earlier.

2.6 Internal Fraud. We are not responsible for internal fraud or collusion, including Employee Misuse. However, we offer misuse insurance which may help you with recovery from card networks.

3. YOUR OBLIGATIONS

3.1 Use of accounts. You shall use, and shall ensure each Cardholder uses, each Card Account solely for your business purposes in accordance with the terms of the relevant Service.

3.2 Management of the Services. You must actively manage, monitor and review your program activity, Billing Statements, Transactions and Services. You agree to use commercially reasonable fraud prevention control tools as provided by us.

3.3 Obligation to pay. Except for Unauthorized Use that has been properly reported to us (when such report is necessary), you shall pay for each Transaction, regardless of its purpose or whether the Cardholder signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

3.4 Status of Cardholders. You represent and warrant to us that each Cardholder is a current employee or agent of the Company. Each Cardholder will be acting as your agent in connection with the receipt of the Services by you. If a Cardholder ceases to be your employee or agent, or otherwise becomes ineligible to use a Card, you must immediately inform us and destroy or return to us as soon as practicable the Card allocated to that Cardholder.

3.5 Your ability to perform your obligations. You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that, on the date of the Agreement and on each day that you use the Services or provide any information, all such information about your employees, agents and your company is true, accurate and complete.

3.6 Verification of details. You must check, and must ensure that each Cardholder checks, to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

3.7 Change in Program Administrator. You acknowledge that the Program Administrator(s) is authorized to manage all changes to your Cardholder Accounts. You assume and accept all responsibility for the actions, authorized or unauthorized, of your Program Administrator. You must give us prompt written notice upon any Program Administrator being added, replaced or removed.

3.8 Security of your data. You are responsible for protecting and maintaining the security and confidentiality of your data and the data of your Cardholders (including any and all user IDs, passwords and card personal identification numbers (PINs) issued in connection with a Service), for ensuring that it is adequately backed-up and that no person makes such data available to any other person or for any unauthorized purpose. We are not responsible for your loss of your data or the data of your Cardholders that is not maintained on our or our vendors' systems.

3.9 Compliance with law. You must comply, and you must ensure that your Cardholders and all Transactions comply, with all laws to which you, that Cardholder or that Transaction may be subject, including all AML/Sanctions Laws and Data Protection Laws. You must do all things and provide all information which we may request from you to allow us to comply with our obligations under any AML/Sanctions Laws, including (if necessary) providing us with any information required to establish and verify the identity and background of any Cardholder. You represent and warrant to us on and as of each day on which we provide a Service to you that your performance of your obligations do not and will not violate any law applicable to you or facilitate illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.

3.10 OFAC Covenant. You covenant that you will not use or permit any Cardholder to use, any Card, Cardless Account, Cash Advance or Convenience Check to transact, lend, contribute, or otherwise make available funds to any Subsidiary, joint venture partner or other individual or entity ("Person"), to fund any activities of or business with any Person, in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

3.11 Binding on Participants. If you are a Participant, you agree and acknowledge that the Company has executed the Agreement for and on behalf of you, and that by using the Services, you agree to be bound by all provisions of the Agreement, including this Agreement and authorize the Company to take any and all actions on your behalf in respect of the Agreement, including entering into this Agreement on your behalf.

3.12 Approvals. In addition to any approvals you are required to obtain pursuant to Section 21.3, you must obtain any governmental or regulatory mandated approvals necessary for you to use the Services, including any labor relations related approvals.

3.13 Security over Real Property. Unless we agree with you in writing, we will not take real property as collateral for amounts you owe us.

4. CREDIT LIMITS

4.1 Credit limit. For each Service, we will establish one total credit limit for all your Card Accounts issued to the Company and all Participants. The Company shall determine an individual credit limit for each Cardholder Account which is part of any of your Card Accounts issued to the Company and all Participants. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Company and all Participants. However, this will not increase the total credit limit. Upon your request and if approved by us, we may increase the total credit limit or any individual limit. We may, without prior notice, decrease the total credit limit or any individual limit in our reasonable discretion. We also may, at our discretion, delay in crediting payments received from you against your credit limit if you have only made a partial payment of amounts due or if your payment has not cleared.

4.2 Transactions exceeding the credit limit. You agree not to incur obligations which would cause the total credit limit for all your Card Accounts to be exceeded. We may make available online tools and standard reporting for you to monitor cardholder activity. If you do exceed the total credit limit for all of your Card Accounts, we may refuse any Transactions on all of your Card Accounts. We also may require the entire balance owing on your most recent Billing Statement to be immediately due and payable before we allow for further use of your Card Accounts. If an individual Card limit is exceeded, we may (i) refuse any Transactions as applicable on that Cardholder Account that is individually billed, until a payment is made to reduce the balance below the individual Cardholder's credit limit or, for centrally billed Cardholders, until you increase that Cardholder's credit limit or wait until the next billing cycle for the account credit limit to refresh; and/or (ii) charge you a fee as set out in the schedule of charges currently in effect for you.

5. TRANSACTIONS IN OTHER CURRENCIES

5.1 Currency conversion. If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate.

5.2 International Transaction Fee. We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you and will be rounded up to the nearest penny, cent or centime (as applicable).

6. DISPUTES WITH MERCHANTS AND SUPPLIERS

6.1 Disputes with merchants and suppliers. We will have no liability for goods or services purchased using a Service, or for a merchant's or supplier's failure to honor purchases made with, or for a merchant's or supplier's failure to deliver goods or services purchased using, a Service. If you have any questions, problems or disputes concerning the quality of any goods or services purchased using a Service, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, you must contact the merchant or supplier directly. You may not rely on any claim or dispute concerning the purchase of goods or services using a Service to avoid your payment obligations under the Agreement.

Notwithstanding the foregoing, where we process any request for a Transaction refund through a card network on your behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, you agree that in a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

6.2 Authorization for Transactions. A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to prevent Transactions from merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given. We may also refrain from authorizing a Transaction for any reason whatsoever in our reasonable discretion.

6.3 Forms of Consent. You need to consent to each Transaction (whether by a Cardholder giving consent or otherwise) so that we can verify that it is genuine. A Transaction can be consented to by:

- i. using a Card with the relevant card PIN or a signature;
- ii. using the account number and other details requested;
- iii. presenting a Card to the supplier's terminal if the Transaction is made using contactless technology; or
- iv. such other means as you and we may from time to time agree.

We may deem Transactions which have not been consented to in one of the above manners to be unauthorized and we may decline to process such Transactions. This is in addition to any other rights we have to decline Transactions.

7. CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

8. CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

We may, at your request, establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. You may provide the number associated with the Cardless Account to your employees and agents.

9. STATEMENTS

9.1 Issue of statements. We will provide to the Program Administrator, or other person you designate in writing to us, a Billing Statement for centrally or corporate billed accounts which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. For individually billed Cardholder Accounts, we will provide a copy of the Billing Statement covering the use of the relevant Cardholder Account to the appropriate Cardholder at the address which you or the Cardholder provides to us at no additional cost and we will not provide any Billing Statements for those accounts to the Program Administrator. The Program Administrator will have the ability in the online application tool to review and sort all Cardholder activity.

9.2 Review of statements. Once you receive a Billing Statement, you must review it and notify us by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by you and us, of any Transaction appearing on that Billing Statement which you consider may have resulted from any Fraud, including Unauthorized Use. You must give us this notice as soon as practicable but in any event not later than 60 days after you receive the Billing Statement. If you opt to have individual statements sent to individual Cardholders, you must ensure that each relevant Cardholder complies with the provisions of this Section 9.2. Subject to the requirements of any applicable laws, if you do not (or if a relevant Cardholder does not) give us notice in accordance with this Section 9.2, we will not be liable for refunding any amounts relating to that Transaction.

9.3 Electronic disclosures. You agree that we may provide or make available Billing Statements and any other disclosures or information by electronic means, including by way of electronic mail or a Website.

10. PAYMENT OF CARD ACCOUNTS; SET-OFF

10.1 Payment of statement amount. You will pay to us the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the statement. Where we have agreed with you in writing to take payments from Cardholders you must ensure that the relevant Cardholder pays on your behalf. If we do not receive payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account. For the avoidance of doubt, even if we have agreed to take payments from Cardholders, you will remain solely responsible for and we will collect from you for any amount due which is not paid by a Cardholder.

10.2 Service Fees and Charges. You will pay us each of the fees and charges we assess you, including the fees for each Service, as set out in the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time.

10.3 Electronic management information fees and charges. You will pay us for Software support in excess of that contemplated in the Section 16 of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time in writing.

10.4 Account identification. If you or any Cardholder makes any payment to us in connection with a Card Account, you must, or ensure that they must, at the same time provide us with either the account number or the Card number. We shall not be liable for any delay in crediting any such payment or recording any Transaction, or for failing to do so, where this information is not provided to us in accordance with this Section 10.4.

10.5 Payment method. Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

10.6 Set-off – Intentionally Omitted.

10.7 Transactions outside normal processing hours. If we receive any payment from you or a Cardholder in respect of any statement amount outside our normal processing hours in any jurisdiction to which that payment relates, that payment shall be deemed to have been received by us on the next Business Day. We will provide you with a list of our normal processing hours upon your request.

10.8 Credit balances not permitted on a Card Account. You are not permitted to have a credit balance on any Card Account. If any such credit balance arises (for example, by a refund), then in addition to our rights of set-off, we may retain the credit balance in or towards prepayment of any amount you owe us in the future under the Agreement, or if the amount of the credit balance is material we may, at our option, pay it to you using any method mutually agreed upon between you and us. You also may request that we refund such credit balances to you.

11. LOST OR STOLEN CARDS; UNAUTHORIZED USE

11.1 Unauthorized Use. We may refrain from authorizing any Transaction if:

- i. we suspect that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
- ii. we suspect that the Transaction constitutes or might constitute Unauthorized Use; or
- iii. to authorize that Transaction would cause us to breach any law (including any AML/Sanctions Laws by which we must abide).

11.2 Failure to authorize. Subject to applicable law, we will not be liable to you if we or any other party fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, you may seek, and we will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

11.3 Reporting a loss, theft or unauthorized use; assisting with investigations. If you become aware of any Notifiable Event, including actual or suspected loss or theft of a Card, Convenience Check or Card Account or any actual or suspected Fraud, including Unauthorized Use, you must notify us. You must ensure that, if any Cardholder or user of a Card Account becomes aware of any Notifiable Event, that person notifies us.

Any notice to be given by you, a Cardholder or a user of a Card Account must be given to us as soon as practicable but in any event no later than the Business Day after discovering the Notifiable Event, provided that if a Notifiable Event is discovered on a Billing Statement, Section 9.2 will apply. The notice must contain as much information relating to the Notifiable Event as the person giving the notice is able to provide.

Upon a Notifiable Event occurring, you must provide us, and you must ensure that each relevant Cardholder or a user of a Card Account provides us, with such information and assistance as we may request to: (i) Investigate that Unauthorized Use; and (ii) (to the extent applicable or required by any relevant Data Protection Laws) communicate the fact of that Unauthorized Use to the relevant Cardholder.

If we receive notice and assistance in accordance with this Section 11.3 (including obtaining any witness statement or similar written, signed statement which we may require from any relevant Cardholders or other users of a Service), then you will not be liable for Transactions resulting from the Notifiable Event. If we do not receive notice or assistance in accordance with this Section 11.3, we may not refund any amounts relating to that Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, Convenience Check, or Card Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card.

12. LICENSE TO USE YOUR MARKS

Upon your written request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. If such a written request is made by the State, you grant us a non-exclusive license to use, during the term of the Service, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place or amend your Company Marks on the cards or collateral materials, you must pay us in advance any agreed fees. You shall assume sole responsibility for your own acts and omissions with respect to third parties which give rise to any claim arising out of this Section 12.

13. EXTENSION OF CORPORATE CARD SERVICE TO AFFILIATES

Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in a Service. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

14. TERMINATION

14.1 Termination upon notice. We may terminate the Agreement or a Service, or withdraw or suspend any Card or Card Account, upon 60 calendar days' written notice to you, or such longer period as prescribed by applicable law. You may terminate the Agreement or a Service upon 30 calendar days' written notice to us.

14.2 Termination upon specific events. Notwithstanding Section 14.1, we may to the extent permitted by law terminate the Agreement or a Service in respect of you and/or any Participant, or withdraw or suspend any Card or Card Account, with immediate effect, (in which case we may send you notice of the termination, withdrawal or suspension) if any of the following occurs with respect to you, a Participant or a Guarantor:

- You fail to pay any amount pursuant to the Agreement as and when due (whether upon demand, at maturity or by acceleration);
- You breach any other term or condition of the Agreement or any other agreement with us or any of our affiliates or Subsidiaries, including any representation, warranty or failure to deliver information;
- You enter or are placed into liquidation, insolvency, administration, receivership, administrative receivership, bankruptcy, reorganization, judicial management or any other similar procedure (other than in the context of a solvent re-structuring), or any step is taken to do so, or you cease to carry on all or a substantial part of your business or dispose of all or a substantial part of your assets;
- You fail generally to pay your debts as they become due;
- You initiate or enter into any composition or arrangement with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the Agreement;
- You fail to pay or perform any other obligation, liability or indebtedness to any other party;
- There is an entry of a judgment against you which we deem to be of a material nature;
- You experience seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property;
- You fail to comply with any material law or regulation, including any AML/Sanctions Laws.

14.3 Consequences of termination. Upon any termination of a Service or the Agreement as a whole for any reason set forth in section 14.2: (i) the entire balance outstanding on all Card Accounts with respect to that Service or the Agreement as a whole (as applicable) shall, at our option, become immediately due and payable; otherwise your payment will be due in accordance with the agreed upon payment cycle including any grace period; and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. Notwithstanding any termination, you will continue to be responsible for paying all Transactions on all of your Card Accounts. After termination, neither you nor any Cardholder may make any further Transactions on any Card Account. If, however, such Transactions are made, you will be liable for them.

14.4 Return/deletion of Materials and Software. If a Service you are using and/or the Agreement is terminated for any reason, you will do the following:

- Stop using any Materials relating to that Service immediately;
- If applicable, erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your systems; and
- At our option, either return to us or destroy all Materials relating to that Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

15. APPLICATIONS LICENSE

15.1 Application of this section. The terms of this Section govern the provision and use of the Applications. Your, and your Cardholders', use of the Applications and any related services means you have read, acknowledge and agree to the terms and the conditions of this Section. You will ensure that your Cardholders comply with these provisions. We are entitled to grant you licenses (including to your affiliates and Subsidiaries) to access and use the Applications.

15.2 License. The license granted under this Section is a non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services in accordance with the terms of this Section, in a manner intended for authorized use, and to the extent authorized by us (the "License"). Software provided by us or a third party may be subject to separate license terms, including "click-wrap" terms that you will be required to agree to in order to utilize such services. The License shall terminate upon the occurrence of any one of the following events: (i) the Agreement is terminated for any reason; or (ii) this License is terminated pursuant to Section 15.11 below. Additionally, unless such use is promptly stopped after we have notified you of it, we reserve the right to revoke the License granted hereunder if you or your Cardholders use the Applications and any related services in an illegal or unauthorized manner, including in contravention of these terms. We reserve the right to suspend your and your Cardholders' access to, and use of, the Applications upon prior written notice of a violation of any of these terms. In addition, we may suspend your access to, and/or use of, the Applications immediately without notice where such action may be required to prevent interference with or disruption to services to our other customers, to protect the integrity of our systems, or as may be required by law or regulation.

15.3 Disclaimers. THE APPLICATIONS, RELATED SERVICES, AND INFORMATION PROVIDED PURSUANT TO THE APPLICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE AND OUR THIRD PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.

15.4 Modifications. We may modify, withdraw or suspend the Applications or any part of it without notice at any time.

15.5 Protection of Software. The Software and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. All such intellectual property in the Software and the related services is protected by applicable copyright, patent, trademark or other intellectual property law. The entire content of the Software is subject to our and our third party providers' intellectual property rights, including copyright with all rights reserved. You acknowledge that the License does not convey or grant any intellectual property or other proprietary right to you, except for the limited license granted hereunder. You will follow our instructions concerning access to the Software through our third party vendor platforms. You will ensure that all Participants and Cardholders comply with instructions provided by us and are responsible for any and all acts and omissions of Participants and Cardholders. You further agree not to engage, and will ensure that your employees and agents do not engage, in unacceptable use of the Applications, including the following activities: (i) creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the Applications; (ii) using accounts, account numbers, or attempting to authorize transactions through accounts for which you do not have full authority to conduct such activities; (iii) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Applications or that contain anything that is obscene, defamatory, harassing, offensive, or malicious; (iv) disseminating or transmitting files, graphics, software, or other material that actually or potentially infringes the intellectual property right of any person or entity; or (v) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Applications hosted by us or our third party vendors and made accessible to you. We may rely on the instructions of any Authorized Users and we will have no liability following any such instruction. You are responsible for all actions taken by Authorized Users with regard to the Applications.

15.6 Accessibility - Your computer systems. Subject to the terms of this Section 15, we will make the Applications available over either the internet or through an intranet site to allow you to electronically and remotely access the Applications. You will provide at your own expense, all necessary telephone lines, internet connections, equipment, software (including a compatible web browser), and services for you to effectively access the Applications. Your access to the Applications will be controlled by a user name and password, as well as the authorization approved by your Program Administrator.

15.7 Infringement Protection. Notwithstanding Section 22 of this Agreement and except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based on your use of the Applications and the Software including, our entitlement to allow your use of the Applications or your use of the Applications infringe any copyright, patent, trade secret or trademark of any third party in the jurisdictions where you are using the Applications, and we will pay all actual and direct costs and damages finally awarded in any such action. Our obligations under this protection are subject to (i) prompt notice from you of any such claim or action; (ii) your not having made any admission of liability or agreed to any settlement or compromise; (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request; (iv) our having sole control of defending such claim or action; (v) your having used the current version of the Applications, as provided to you by us, in compliance with this Agreement; (vi) your using the Applications only in the manner for which the Applications were designed; (vii) your not modifying the Applications; (viii) your not incorporating the Applications with products not approved by us; and (ix) the claim or action is not due to your negligence or willful misconduct. You acknowledge and agree that our obligations under this infringement protection are our only obligations to you with respect to any infringement claim in connection with your use of the Applications.

15.8 Software updates. We may provide upgrades or new releases of Software which we make generally available to our other customers to whom we license the same Software, which will be deemed part of the Applications once we have delivered or made it accessible through our third party vendors to you.

15.9 Training. At your request, we will use commercially reasonable efforts to train persons to use the Software, but we will not bear any responsibility for such training. You will be deemed to have accepted the Software upon its installation, once it is made available to you, or on your use of the Software.

15.10 Software problems. You will inform us of all errors, difficulties or other problems with the Software of which you become aware. We will make all reasonable efforts to promptly fix or promptly provide workarounds for any material errors reported to us. We may request your reasonable cooperation in resolving any such errors, difficulties or other problems by providing us an overview of input, output and all other data we may

reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

15.11 Termination of license. Your license to use the Applications will terminate automatically if you breach a term of this Section 15. If, for whatever reason, we cease to be entitled or permitted to license any Applications to you, the license shall immediately terminate. Where possible we shall provide you with reasonable prior notice of this. In addition, if you breach any of your confidentiality obligations with respect to the Applications, we may seek any and all remedies provided by law or equity.

15.12 Limitations. You acknowledge that the Applications have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to our provision to you of your use of any Software and/or Materials.

16. CHANGES TO A SERVICE

16.1 Requests for changes. You may request us at any time to change the processing instructions for a Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

16.2 Our right to make changes. If due to events outside of our control (including regulatory, card network or market conditions), we may change, add or delete any of the terms of the Agreement (including the schedule of charges currently in effect for you) and/or any terms, conditions and/or pricing and/or rebates applicable to a Service by providing 60 days' notice to you in writing or by electronic means. All such changes will be effective as of the date set forth in such notice. Your continued use of or failure to terminate the Service after the effective date of the change will indicate your agreement to the change. Any other changes shall be mutually agreed upon in writing between the parties.

16.3 Right to terminate. If you disagree with our proposed changes, you may terminate the Agreement in accordance with its terms by providing us with 30 days' advance written notice as set out in Section 14.1 at no additional cost.

If you serve notice on us under this Section 16.3 at least 30 days before our proposed changes are due to come into effect, then unless required by law our proposed changes will not take effect and the Agreement will continue unamended until it terminates pursuant to your notice.

If you serve notice on us under this Section 16.3 less than 30 days before our proposed changes are due to come into effect, then we are entitled (in our absolute discretion) to choose that:

- i. our proposed changes will not apply to the Agreement and the Agreement will terminate on the date on which those changes would otherwise have come into effect (as long as that date is no later than 30 days after the date of your notice); or
- ii. our proposed changes will not apply to the Agreement and the Agreement will terminate 30 days after the date of your notice; or
- iii. our proposed changes will apply to the Agreement with effect from the date on which they are due to come into effect and the Agreement will terminate 30 days after the date of your notice, but, if as a result of the changes you incur any additional fee, charge, expense or other liability, we will promptly apply a corresponding credit to your account with us so as to put you in the same position in which you would have been had the proposed changes never taken effect.

17. ANCILLARY SERVICES

17.1 Adding services. Upon your request and our approval we may provide additional services to you and such participants as we may agree from time to time. Such services may be subject to additional terms and conditions.

17.2 Receipts imaging service. You may elect to use our receipts imaging service whereby you send us copies of your transaction receipts, which we will electronically store for you (the "receipts imaging service"). It is your obligation to send us legible copies of your transaction receipts. You acknowledge and agree that we will not review the transaction receipts and that you are responsible for retaining the original receipts. Notwithstanding Section 22, we will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide. Images will be made available to you by website at such times as may be set forth in the applicable user documentation or as otherwise established by us. There is no charge for this service. We may delete any images we hold for you after seven (7) years from our receipt of the relevant Transaction receipt without notice to you. Upon termination of this Agreement you will no longer have access to any images we hold for you, and we may delete all images we hold for you without notice.

17.3 File feeds to third parties. You may request us to send certain program data to your third party servicers. We will do so on the basis that you have reviewed and accepted our standard file layout and you agree that any file transfer shall only be in such standard file layout. You agree to indemnify, defend and hold us, our successors and permitted assigns, our affiliates and their respective directors, officers, agents and employees harmless from and against every claim, demand, proceeding or suit, and from every liability, loss, damage, cost, charge, expense (including any

actions or expenditures required by law or regulations, reasonable attorney, auditor and other fees, and costs) whether or not material, liquidated, contingent or prospective in nature, arising out of, resulting from or related to our compliance with your data transfer request.

17.4 **Fee Increases.** You acknowledge and agree that any changes to the services which you request and use pursuant to this Agreement may increase the fees which you are required to pay to us in accordance with the Payment of Card Accounts section of this Agreement.

18. ADDITIONAL COSTS AND TAXES

18.1 **Relevant taxes.** You and we agree that the issuance of any Card Account to you or any Card to a Cardholder or any other person pursuant to the Agreement shall be deemed exclusive of any applicable value added tax, any tax or duty that applies or is levied on the issue of any Card, or any similar tax, levy, duty or impost (a "Relevant Tax") and that, where any Relevant Tax is levied on the issue of any Card or Card Account (or on any other Service or product provided by us under or pursuant to the Agreement), we may issue an appropriate invoice for the Relevant Tax addressed to you, and you must promptly pay to us the amount specified in that invoice.

18.2 **Other duties and taxes.** Where any tax, levy, duty or impost of any kind is applied or levied on the issue or import of any Card into any territory (an "Import Tax"), you must promptly indemnify, keep us indemnified and hold us harmless in full against and for the amount of the Import Tax applied or levied. Where any tax, levy, duty or impost of any kind is applied or levied on the execution, delivery or performance of the Agreement (a "Contract Tax"), you must promptly indemnify and keep us indemnified and hold us harmless in full against and for the amount of the Contract Tax applied or levied.

18.3 **Withholding tax.** You may be required to make withholding tax payments or other deductions on account of tax from any amounts which you are required to pay to us under the Agreement (a "Withholding Deduction"). Where any individual Cardholder or any individual who holds a Cardless Account makes any payment to us under the Agreement, that person may also be required to make a Withholding Deduction. You must ensure that you (or the relevant Cardholder or other relevant individual) make all Withholding Deductions where required to do so. You must also inform all individual Cardholders and all persons holding a Cardless Account who use or may use a Service of the circumstances in which they must make a Withholding Deduction. You must indemnify us, keep us indemnified and hold us harmless against all losses, costs, expenses and damages which we incur or are reasonably likely to incur as a result of you, any individual Cardholder and/or any other relevant individual failing to make any Withholding Deduction when required.

18.4 **Gross-up.** If any sum payable to us under the Agreement is subject to any tax, impost, duty, levy, deduction, set-off, counterclaim, contribution or withholding of any nature whatsoever (wherever in the world imposed), including any and all related penalties, charges and interest (in each case a "Tax Deduction"), the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

19. COMMUNICATIONS; NOTICES

19.1 **Giving notices.** Any written notice or other written communication to be given under the terms of this Agreement will be sent to us at the address we specify in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials. If you are a Participant, you agree and acknowledge that any notice we provide to the Company shall be deemed to be given to you.

19.2 **Monitoring of phone calls.** You agree that we may electronically monitor and/or record any telephone or other electronic communications (whether by telephone, short message service (SMS) message, multimedia messaging service (MMS) message or any other form of telephonic text message, electronic mail or otherwise) with you in those jurisdictions which permit that practice. If our records about any such communication are different from yours, our records are presumed to be correct, but such presumption may be rebutted by you.

19.3 **E-mail Communications.** If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss. In addition, you agree that we may rely on the integrity of facsimile transmissions that you send us, and you agree to bear the risk that the information we receive differs from that sent to us, and that such reliance may result in a loss. In the event that an electronic transmission or facsimile transmission is unclear or if we become aware that it is not an authorized communication from you, we will not act on such transmission and will contact you to clarify any intended content of such transmission.

20. CONFIDENTIALITY AND MATERIALS

20.1 **General.** We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of the Agreement may be Confidential Information. You acknowledge that the Agreement, our pricing information, and the Materials shall be considered to be our Confidential Information. You also acknowledge our claim to proprietary rights in the Materials and our Confidential Information and that the Materials and our Confidential Information constitutes our "trade secrets" or trade secrets of our licensors or vendors.

20.2 Restrictions. In respect of a party's Confidential Information, the other party will:

- i. Safeguard the Confidential Information at all times;
- ii. Establish and maintain procedures to assure the confidentiality of the Confidential Information and any password or code;
- iii. Use the Confidential Information only for the purposes for which we provide them; and
- iv. Notify the other promptly by telephone, confirmed in writing, if any Confidential Information is lost or its confidentiality is compromised.

Neither party will, nor will allow anyone else to, do any of the following without the other party's prior consent:

- i. Disclose any Confidential Information of the other party to any person or entity, except to its employees and agents, with a need to know the Confidential Information.
- ii. Make any copies, in whole or in part, of Confidential Information of the other party in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in this Agreement.
- iii. Translate, reverse engineer, disassemble or decompile any Software or security devices of the other party.

20.3 Use of the Materials. You have sole responsibility for the custody, control and use of all Materials. You must ensure that no individual will be allowed to initiate a request or other instruction contemplated in the Agreement or to have access to any Materials without proper supervision and strict security controls to ensure that the Materials are only used in accordance with this Agreement. If the Service requires use of user identification codes or passwords, we will be entitled to rely on the correct user identification codes and passwords, as described in the relevant User Documentation and shall not be responsible for any loss resulting from our correct use of such data.

20.4 Exceptions. This section does not limit either your or our ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which you or we are subject or submits, or (vii) as otherwise required to be disclosed by law or by legal or governmental process. In addition, either party may disclose to its offices, affiliates, officers, employees and agents (and those offices, affiliates, officers, employees and agents may disclose) such information as permitted under this Section or to otherwise carry out its duties or exercise its rights under the Agreement. This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

20.5 No Use of Name. Neither you nor we will use the other's name or refer to the other directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for use.

20.6 Damages insufficient remedy. You and we acknowledge that damages may not be an adequate remedy to protect the other party against breach of this Section 20 of the Agreement. You and we agree that the other party may seek injunctive or other equitable relief in respect of a breach of Section 20 of the Agreement.

20.7 Survival. The obligations enumerated in this Section 20 continue after the Service you are using and/or the Agreement is terminated.

21. INFORMATION SECURITY/DATA PROTECTION

21.1 Overall Data Security Regulations. As a financial institution, we are required to comply with the information security standards established under national and international legal and regulatory requirements applicable to us. We are evaluated regularly for compliance with these obligations by various US and international regulators as applicable.

21.2 Security and Confidentiality. We maintain an Information Security Policy that:

- i. contains appropriate administrative, technical and physical safeguards designed to protect against information security events;
- ii. conforms as required to the requirements of applicable data protection laws; and
- iii. sets forth policies and procedures that are designed to be consistent with, to the extent applicable to the Services, PCI-DSS standards; the card networks rules and regulations; and Financial Services Industry Best Practices.

21.3 Data Protection. You hereby represent and warrant to us now and on each day on which we provide a Service to you that you are in compliance with all data protection laws and where required under such data protection laws you will maintain at all times during the term of the Agreement a valid registration or authorization with any applicable data protection authority. You shall inform us of any requirement of which you are aware which would require us to be registered or authorized with any applicable data protection authority in order to provide the Services to you. You shall obtain on your and, as applicable, our behalf all necessary and valid consents, including cardholder consents, and provide all necessary data protection notices in order for us to process the Personal Data using such forms as we may prescribe for the purposes described in the Agreement, and to disclose the Personal Data to the types of recipients described in the Agreement, including if applicable where the recipients are located outside of the EEA. You shall retain, and upon request provide us with, copies of such notices and consents. With regard to our processing of Personal Data, we will comply with our obligations as a financial institution as set out in Section 21.1 and all applicable data protection laws.

We may process Personal Data for the following purposes:

- i. to provide and manage the Services;

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- ii. to help monitor, assess and carry out statistical product analysis and development;
- iii. to develop for our own use internal data on the types of clients and the markets we service;
- iv. to perform system testing and training;
- v. to manage our business;
- vi. as part of any internal or external audit or compliance review that we or any of our affiliates may undertake;
- vii. to help prevent crime, fraud and terrorism; and
- viii. to comply with card networks rules and all applicable laws and other legal and regulatory requirements.

We will never use Personal Data for direct marketing to Cardholders.

You agree that we may disclose Personal Data to:

- i. our affiliates, agents, auditors and service providers;
- ii. card networks and and fraud prevention agencies;
- iii. to any other person if legally required, including to law enforcement agencies, authorities, regulators and courts; and
- iv. any other person to whom we may transfer or intend to transfer, assign or sell any of our rights or obligations under the Agreement.

Any disclosures of Personal Data that we make will be made in compliance with applicable Data Protection Laws.

Where we are deemed to be processing Personal Data on your behalf, we agree to the following:

- i. We will process the Personal Data only as required for the purposes providing the Services or as otherwise set out in the Agreement. We will only act on your instructions in relation to the processing of the Personal Data in accordance with the terms of the Agreement. You are responsible for providing us with any relevant instructions concerning the Processing of Personal Data in connection with Services.
- ii. During the term of the Agreement, we take appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing having regard to the state of technological developments and the cost of implementing those measures, so as to ensure a level of security appropriate to the harm that may result from breach of those measures and the nature of the Personal Data to be protected. In addition, we will ensure that our staff processing Personal Data hereunder keep any Personal Data strictly confidential and not use such Personal Data for any other purposes other than for the provision of Services to you or as otherwise set out in the Agreement.

You acknowledge and agree that data processing related to a Service and your Card Accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide a Service.

21.4 Security Policy. Our Information Security Policy has been approved by our management and is published and communicated to our Workforce. We have procedures designed to ensure that our Extended Workforce are subject to similar policies and processes. We conduct periodic risk assessments to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality and integrity of electronic, paper and other records containing CPI. We require our Extended Workforce to have a similar risk assessment process. The remainder of this Section 21 sets out the key aspects of our Information Security Policy.

21.5 Organizational Security. All information is stored in the United States for programs in the United States and Canada. Such information may be accessed by our Workforce and any Extended Workforce from locations within or outside the United States. Our Information Security Policy applies to all such access. We include, as part of our agreements with any Extended Workforce that has access to CPI, provisions that are consistent with those set out in this Section 21.

21.6 Human Resources Security. We take reasonable steps to ensure that our Workforce is aware of our obligations in the provisions of the Services and Applicable Data Protection Laws, including that any unauthorized processing or disclosure of the CPI may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to CPI, the Workforce and any Extended Workforce receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of our Workforce with access to Information Processing System(s) or media containing CPI are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function in accordance with the Information Security Policy.

21.7 Physical and Environmental Security. We protect all areas that contain Information Processing System(s) or media containing CPI by the use of security controls deemed appropriate by us.

21.8 Communications and Operations Management. We use detection, prevention, and recovery controls which are consistent with Financial Services Industry Best Practices to protect against malicious software and attacks, and train our Workforce on the prevention and detection of

malicious software and attacks. We dispose of any paper, electronic or other record containing CPI using all reasonable steps to destroy (based on our determination of the sensitivity of the information) the CPI. To protect the confidentiality and integrity of CPI in transit, we use encryption tools that are consistent with Financial Services Industry Best Practices, to encrypt records and files containing CPI that we: (i) transmit or send wirelessly across public networks; (ii) store on our laptops; (iii) where technically practicable, store on allowed portable devices; and (iv) store on any device that we authorize to be transported outside of our physical or logical controls. We use appropriate measures to safeguard the security and confidentiality of all encryption keys associated with encrypted CPI.

21.9 Access Control. To protect CPI from the risks inherent in mobile computing and remote access, we perform a risk assessment which, at a minimum, is designed to identify and mitigate risks to CPI from mobile computing and remote access, maintain a policy and procedures for managing mobile computing and remote access, and use security controls that are consistent with Financial Services Industry Best Practices to manage authentication of mobile and remote users.

21.10 Information Systems Acquisition, Development and Maintenance. To protect Information Processing System(s) and system files containing CPI, we restrict access to source code to authorized users whom we have determined have a need to know such CPI in the performance of their duties.

To protect Information Processing System(s) and system files containing CPI, we:

- i. Use a change control process which is consistent with Financial Services Industry Best Practices to implement Information Processing System(s) changes; and
- ii. Use security controls which are consistent with Financial Services Industry Best Practices.

21.11 Information Security Event Management. We maintain an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, we will:

- i. Provide you prompt, but in no event later than (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by us as part of our standard incident response process that involves, or which we reasonably believe involves, the unauthorized access, use or disclosure of your CPI.
- ii. Such notice shall, to the extent we are legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by us, if known at that time. We will promptly take all corrective action deemed necessary or appropriate by us.

21.12 Business Continuity Management. In order to protect the confidentiality and availability of CPI, we maintain a business continuity management program that is consistent with Financial Services Industry Best Practices which we update and test at planned intervals and as required.

21.13 Security Assessments. We permit your representatives to perform one on-site or written assessment of the security controls used at our data processing and business facilities. Such assessments will be performed during regular business hours, at a date and time agreed to by both parties, and will not require access to Information Processing System(s). Such assessments will be subject to our security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

We scan internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server, application and database scanning tools) at a minimum once per month and perform mitigations that we deem appropriate to address issues identified.

We perform a comprehensive application penetration test and security evaluation of all websites used to store, access, or process CPI prior to use and at least annually thereafter.

21.14 De-identification of Personal Data Used In Non-Production Environments. We perform De-identification of all Personal Data prior to storing, accessing, or processing the information in environments other than in our production environments or those of our Extended Workforce, provided that we do not do so if:

- i. The security controls used in the environment are equivalent to the security controls used in the production environment.
- ii. De-identification would interfere with the resolution of a current production failure.
- iii. De-identification would interfere with an atypical, short-term, non-production activity (e.g., near-production final testing) where De-identification would distort the results of the activity; or
- iv. De-identification would interfere with our legal or regulatory obligations.

22. LIMITATION OF LIABILITY

22.1 Indirect and other loss. Subject to the remaining provisions of this Section 22, we are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a service. In no event will either party be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature. In addition, to the extent permitted by applicable law, in no event shall either party be liable for any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to the other party's data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

22.2 Failure to authorize. You acknowledge that we shall have no obligation or liability to you or any Cardholder where:

- i. any third party fails to honor any payment or transaction requested in connection with a Card, Card Account or Convenience Check (if applicable); or
- ii. we refuse or fail to authorize the use of any Card, Card Account or Convenience Check (if applicable).

22.3 Acts and omissions. Neither party will be responsible for the acts or omissions of the other's officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information received). We will not be responsible for the acts or omissions of any other person or entity, including any clearing-house, card network or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier (except for our suppliers providing the Services under this Agreement), and no such person or entity will be deemed our agent.

22.4 Subsidiaries and other persons. If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote-access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to a Service.

22.5 Force majeure. Neither you nor we will be liable for and will be excused from any failure or delay in performing our respective obligations for a Service if such failure or delay is caused by circumstances beyond the control of the other party, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, or for the act, omission, negligence or fault of the other.

22.6 Compliance with law. Neither party will be liable for any failure to act on its part if such party reasonably believed that its action would have violated any law, rule or regulation.

23. PROTECTION FROM THIRD PARTIES - INTENTIONALLY OMITTED.

24. GOVERNING LAW

The Agreement and the Services are governed by the United States laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of New Hampshire, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder resides or uses a Card Account.

25. RESOLUTION OF DISPUTES

To the extent permitted by law, any dispute or controversy concerning this Agreement shall be resolved in court by a judge without a jury. The jurisdiction for any such court proceedings would be the State of New Hampshire. The parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any dispute. THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

26. SEVERABILITY

If any provision of the Agreement or its application to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remaining provisions of the Agreement and their application to any other persons or circumstances shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

27. WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

28. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us now and on each day on which we provide a Service to you that:

- (i) you are a body corporate acting within the scope of your ordinary course of business and you are not a "consumer" for the purposes of any consumer credit legislation, or regulatory guidance or codes of conduct applicable to consumers (and, if you believe that you have or may become a "consumer" for any of those purposes, you will notify us immediately of that fact). Further, you acknowledge that you will not be treated as a consumer for purposes of the Agreement, and laws and regulations relating to consumer protection shall not apply;
- (ii) the Agreement and its provisions constitute and create legal, valid and binding obligations on you which are enforceable in accordance with their terms;

- (iii) your performance of your obligations will not violate any law applicable to you or facilitate any unlawful transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq;
- (iv) you are in compliance with all AML/Sanctions Laws and are not aware of any breach by you or your Cardholders of any such laws;
- (v) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account;
- (vi) you have obtained all approvals and authorizations required to enable you to enter into, deliver and perform the Agreement and the transactions contemplated under it, including but not limited to any authorizations required from any applicable third party to allow you to transfer funds and access information from that party's account; and
- (vii) there are no bona fide proceedings, tax claims or disputes pending or threatened against you in respect of which, if judgment is given against you, would materially affect your financial condition or ability to pay us under the terms of this Agreement;
- (viii) if you are a Participant, you have authorized the Company to take any and all actions on your behalf related to the Agreement and any Services you receive, including binding you to the terms of this Agreement; and
- (ix) the person executing the Agreement has full authority, permission and approval to execute and bind the Company and Participants. You will not dispute such authority, permission and approval regardless of whether you have provided board resolutions or similar documentation to us.

29. ASSIGNMENT

You may not assign the Agreement, or transfer any right or delegate any duty or performance under the Agreement, without our prior written consent, which shall not be unreasonably withheld. Any purported assignment by you of rights or delegation by you of obligations contrary to the provisions of the Agreement shall be void. We may assign our rights and delegate our obligations to a third party. If we do so, we will provide notice to you.

30. AGREEMENT

30.1 Entire agreement. The Agreement and the schedule of charges in effect for you, as amended from time to time, constitute and represent the entire agreement between you and us regarding a Service we provide to you anywhere in the world and supersede and extinguish all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the parties relating to a Service. The Agreement controls in the event of any conflict between it and any relevant User Documentation or any other document.

30.2 Successors and assigns. The Agreement shall be binding upon and inure to your and our benefit and to the benefit of your and our respective successors and permitted assigns.

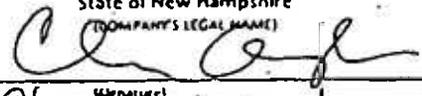
30.3 Third parties. Except for any person or entity to whom this Agreement provides any express indemnity or covenant, you and we do not intend that the Agreement shall confer any right or benefit on any person or entity who is not a party to the Agreement (including any right or requirement to consent to any variation, amendment or termination of the Agreement), and any and all laws or regulations conferring such rights or benefits are hereby excluded (to the maximum extent permissible). Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership between you and us.

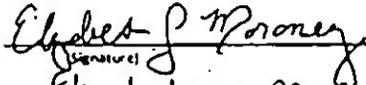
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

COMPANY

BANK OF AMERICA, N.A.

State of New Hampshire
(COMPANY'S LEGAL NAME)

By: 
Name: Charles Arlinghaus
(Print or Type)
Title: Commissioner
(Print or Type)

By: 
Name: Elizabeth J. MORONEY
(Print or Type)
Title: SVP, Market Leader NEPSB
(Print or Type)

Address for Notices:

Address for Notices: ●

Bank of America
Bank of America Office Park
Mail Code FL9-200-02-04 Resolution Services
JACKSONVILLE, FL 32256

US Corp Card 112017 v2

State of New Hampshire_April 5, 2019

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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. "Bank of America, National Association," Charlotte, North Carolina, (Charter No. 13044), 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,

September 4, 2018, I have hereunto

subscribed my name and caused my seal

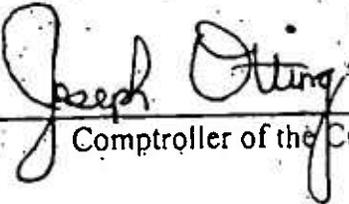
of office to be affixed to these presents at

the U.S. Department of the Treasury, in

the City of Washington, District of

Columbia




Comptroller of the Currency

ASSISTANT SECRETARY'S CERTIFICATE
OF
BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Elizabeth Andrews, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. The following person has been duly elected or appointed to the office in the Association as indicated below; and that such person holds such office at this time:

<u>Name</u>	<u>Title</u>
Elizabeth J. Moroney	Senior Vice President

2. The following is a true and complete copy of an excerpt from the Bylaws of said Association, and the same is in full force and effect as of the date hereof.

Section 5.2. Execution of Instruments. All indentures, mortgages, deeds, conveyances, contracts, notes, loan documents, letters of credit, master agreements, swap agreements, guarantees, discharges, releases, satisfactions, settlements, affidavits, bonds, undertakings, powers of attorney, and other instruments or contracts may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Association by the Chairman of the Board, the Chief Executive Officer, the President, any Vice Chairman of the Board, any Division President, any Managing Director, any Director (as described in Section 4.7 of these Bylaws), any Principal, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Officer, or any individual who is listed on the Association's personnel records in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors, the Chief Executive Officer or any officer reporting directly to the Chief Executive Officer may direct in a written delegation kept in the minute book of the Association. The provisions of this Section 5.2 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

IN WITNESS WHEREOF, I have hereupon set my hand and affixed the seal of said Association this 12th day of April, 2019.

(SEAL)




Elizabeth Andrews
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2018

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 Marsh USA Inc. 100 North Tryon Street, Suite 3600 Charlotte, NC 28202	CONTACT NAME: PHONE: _____ FAX: _____ JAC. No. FAX: _____ E-MAIL: _____ ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
055943-A-II-18-19 RFP RFP CASUA	INSURER A: Greenwich Insurance Company	NAIC # 22322
INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-078-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28755-0001	INSURER B: N/A	NAIC # N/A
	INSURER C: (See Page 2)	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: ATL-004363811-05 REVISION NUMBER: 7

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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____ <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DGD RETENTION 1: _____			RGO3001365-01 * This coverage applies only if required by written contract.	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (E & occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ _____ COMBINED SINGLE LIMIT (E & occurrence) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	See Page 2	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RFP No: 1510-13 Procurement Card Services

CERTIFICATE HOLDER State of New Hampshire Purchasing Agent 75 Capitol Street Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Marilyn F Burns <i>Marilyn F Burns</i>
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AGENCY CUSTOMER ID: 055943

LOC #: Charlotte



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marla USA Inc.		NAMED INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General Liability limit shall not exceed the amount stated in the contract between Bank of America Corporation and the certificate holder.
The certificate holder is an additional insured under General Liability as their interest may appear, but only if required by written contract with the named insured.

Workers Compensation and Employers Liability (continued from page 1)
Carriers and Policy Numbers:

Policy # RWD943548104 (08/01/2018 - 08/01/2019) XL Insurance America, Inc.
Including the following state(s): AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NY NY OK OR PA RI SC SD TN TX
UT VA VT WV

Policy #RWR943548204 (08/01/2018 - 08/01/2019) XL Specialty Insurance Company
Including the following state(s): AX, WI

Policy No. #RWE943548304 (08/01/2018 - 08/01/2019) XL Specialty Insurance Company
Including the following state(s): OH WA
This policy is subject to a Self-Insured Retention of \$1,000,000 per accident.

Policy #RWG300136601 (08/01/2018 - 08/01/2019) XL Insurance America
Including the following state(s): AOS