Subject: AGREEMENT FOR WEX BANK

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services	1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301
1.3 Contractor Name WEX Bank	1.4 Contractor Address 7090 South Union Park Center, Suite 350 Midvale, UT 84047
1.5 Contractor Phone Number 888-842-0075 1.6 Account Number	1.7 Completion Date February 28, 2018 1.8 Price Limitation $450,000
1.9 Contracting Officer for State Agency Tara Merrifield	1.10 State Agency Telephone Number (603) 271-7411
1.11 Contractor Signature Kirk S. Weiler APPROVED AS TO FORM NLD WEX Legal	1.12 Name and Title of Contractor Signatory Kirk S. Weiler President / CEO

1.13 Acknowledgement: State of Utah, County of Salt Lake

On September 5, 2014 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

Dena Kay Nafus

[Seal]

DENA KAY NAFUS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 672121
COMM. EXP. 11-22-2017

1.13.2 Name and Title of Notary or Justice of the Peace

Dena Kay Nafus, Executive Assistant
Notary Public

1.14 State Agency Signature Linda M. Hodgdon	1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: M. K. Brown On: Sept 29, 2014

1.18 Approval by the Governor and Executive Council

By: DEPUTY SECRETARY OF STATE OCT 15 2014

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

Contractor Initials KSW
Date 9/6/14

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.

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Date 9/5/14

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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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.

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

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

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

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

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

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

Contractor Initials KSW
Date 9/5/14

EXHIBIT A
AGREEMENT FOR FUEL CARD SERVICES

1. PURPOSE

WEX Bank (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services, with Fuel Card Services for the State of New Hampshire in accordance with NH State Bid 1640-14 and described herein.

2. TERM

This contract shall become effective (effective date) upon the approval of Governor and Executive Council of said contract. Prior to agency participation (execution date), there shall be an implementation period. The implementation period shall last until no later than February 28, 2015. The contract shall go live (execution date) on March 1, 2015. There shall be no cost to the State during this implementation period. This contract shall terminate on February 28, 2018 (approximately three (3) years from the execution date) unless terminated earlier in accordance with the terms of this contract. This agreement may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, with the approval of the Governor and Executive Council, but not to exceed five years.

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

3. ELIGIBLE PARTICIPANTS

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 at their discretion. In doing so, they are entitled to the prices established under this contract. However, they are responsible for their association with the Contractor. The State of New Hampshire assumes no liability of any kind between the Contractor and any of these entities.

Each eligible participant will be given their own accounts and invoice in accordance with the billing terms set forth herein and shall be responsible for the payment thereof.

The State does not guarantee any obligations for payment by any eligible participant arising under this Agreement. Each eligible participant shall be evaluated for credit individually using that eligible participant's financial information.

All purchases made on Cards issued to eligible participants and/or their respective representatives will be included in the rebate calculation to the State. Prior to participating in the Program, each eligible participant will be required to acknowledge their agreement to the terms of this Agreement in writing through the completion of an account request form. The Contractor shall share aggregate account volume information among the participating eligible participants as it relates to their Rebate qualifications. Specific information regarding eligible participants and account information may only be shared with the State or the eligible participant to which the activity belongs.

4. GENERAL

4.1 CONTRACT. 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 Agreement for Fuel Card Services
c. Exhibit B Pricing and Payment Schedule

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d. Exhibit C Special Provisions

4.2 ENTIRE AGREEMENT. The documents referenced in 3.1 above contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties, subject to New Hampshire Governor and Council Approval.

5. SCOPE OF WORK

The purpose of this contract is for supplying and servicing the State of New Hampshire agencies with fleet fuel credit cards as described herein, and shall be ordered as needed during the term of the contract, in accordance with the requirements of bid # 1640-14 and this contract. Cards ordered under this contract must be delivered F.O.B. destination.

5.1 ABILITY TO PROVIDE. The Contractor must be capable of providing each State of New Hampshire agency and eligible participants with their entire requirements of the contract without any delay or substitution.

5.2 IMPLEMENTATION. The Contractor must have the card program and all interfaces implemented and operational before the March 1, 2015. The implementation period will begin upon approval of the contract by the Governor and Executive Council and run until no later than February 28, 2015. There will be no cost to the State during this implementation period.

5.3 AUDITS AND ACCOUNTING. Upon reasonable notice to the Contractor, the Contractor shall allow representatives of the State of New Hampshire to have complete access to all pertinent records for the purpose of determining compliance with the terms and conditions of this contract and for monitoring the contract.

5.4 ESTIMATED CONTRACT VALUE. The annual value of the contract is estimated to be $150,000. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure does not include any eligible participant figures.

6. SERVICES

6.1 INTRODUCTION. The purpose of this contract is to provide fleet fuel credit card services for approximately 200 cardholders. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure.

The fleet fuel credit card services shall primarily involve the State of New Hampshire department vehicles and therefore commands the services to be available 24 hours a day, 7 days per week, and 365 days a year. This service shall also include an informational report online to coincide with the State's current Information Technology System to capture pertinent data.

The term "vehicle(s)" shall include but not be limited to automobiles, trucks, aircraft, watercraft, motorcycles and ATV's.

6.2 ACCOUNT MANAGEMENT. The Contractor shall provide administrative account management in support of the Program by appointing an account(s) manager who shall assume overall responsibility for the coordination of all contract issues.

6.3 CUSTOMER SUPPORT. The Contractor shall provide customer support service to all Program accounts and users to resolve problems, answer questions, deal with lost or stolen cards, and support in general all aspects of the Program. At a minimum, the customer support service must be provided by skilled technicians who are proficient in the English language and include a toll free telephone line for assistance on a 24-hour-a-day, 7-day-a-week basis. In addition, Contractor shall provide direct telephone access to account

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representatives for inquiries involving accounts, billings, and all technical support questions that arise during the course of a regular business day between the hours of 8 a.m. to 5 p.m., Monday through Friday.

6.4 INTERFACE. The Contractor's system shall be capable and shall be able to interface all charges into the State of New Hampshire's NHFIRST ERP system. It is desired that the contractor's system have the capability to assign funding at the transaction level.

6.5 FLEET CARD REQUIREMENTS. A universally accepted fuel card (shall be accepted at all major U.S. retailing fueling locations):

- Magnetic, embossed cards.
- Capture all fuel transactions electronically.
- Pay at the pump capability, requiring odometer input.
- Individual driver PINs, usable at the pump.
- No cost for initial or replacement cards.
- Immediate access to transaction data as it posts.
- Provide undercover cards for law enforcement.
- No transaction cost to customer.

6.6 ONLINE CAPABILITIES. All online capabilities, access and use of the Contractor's website shall be provided to the State of New Hampshire free of charge and available 24/7.

6.6.1 Fuel Price Searches. The Contractor shall provide the capability to obtain the lowest price by searching a current price list of all fuel locations on the expected route.

6.6.2 Fuel Location Mapping. The Contractor shall provide the capability to print a map of all available fuel locations along the driver's route, with current prices and product availability.

6.6.3 Management Reports. The Contractor shall provide the State with the capability to, through utilization of the Contractor's website, generate reports throughout the duration of the contract. These reports shall be available in an electronic format compatible with Microsoft Office products and accessible to state agencies from the Contractor's software system. The Contractor shall make representatives available over the phone or in person to work with the State in tailoring reports to meet its needs. At a minimum reports shall be capable of conveying the following data:

- Transaction dates;
- Customer ID (By vehicle or user);
- Card #;
- Average Miles Per Gallon ("MPG"); and
- Locations of fuel purchased

6.6.4 Online Account Management and Maintenance. The Contractor shall provide the State with the ability to perform the following account management functions through the Contractor's website by an authorized user:

- Agencies must be brought online in a timely manner, with assistance from the vendor, once they request participation;
- Ability to add, activate or delete Personal Identification Numbers ("PINs") in real-time;
- Ability to easily delegate assignment of PINs to agency level;
- Ability to easily add or delete/cancel/deny cards;
- Ability to control the limits as well as set restrictions on purchases; and
- Ability to access transaction data as it posts in real time

6.7 CARD SERVICES. The Contractor shall provide the following services at a minimum:

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- **Toll-Free Telephone.** The Contractor shall provide a toll-free telephone number for cardholder/account support with 24-hour availability;
- **Website.** The Contractor shall provide a website for problem technical issues and problem solving;
- **Off-site Storage of Data.** The Contractor shall provide, at its location, complete and secure data storage for all State card and transaction information. The Contractor shall provide electronic archival data for each account as requested. The Contractor shall maintain a comprehensive backup and disaster recovery plan for State card data;
- **IT Support.** The Contractor shall provide information technology (IT) support by trained and experienced IT personnel;
- **On Demand Data Access.** The Contractor shall provide, as requested, complete and separate card and transaction information. In addition, the Contractor shall provide complete documentation of table structure, relationships, etc., of database so that the data can be uploaded to a local database to allow for ad hoc queries in order to satisfy internal and external audit requirements;
- **Fraud/Loss Provisions and Fraud Security Notification System.** The Contractor shall monitor and identify suspect cardholder transactions, including reports of declined transactions by account and shall provide a fraud security notification system that mitigates unauthorized or irregular card use;
- **Third Party Services.** Upon request, the Contractor shall provide documentation detailing all third party dependencies, including processes that are used by its system.

6.8 TECHNICAL SUPPORT. The Contractor shall provide all necessary technical support to implement the Program within a mutually agreed to timeframe. The Contractor shall provide all necessary technical support over the course of the contract to resolve problems or make any Program adjustments that become necessary due to any information technology changes or advances, etc. Technical support personnel must be adequately trained in their area of support and be proficient in the English language.

6.9 SOFTWARE/TECHNOLOGY. The Contractor's proposed software must be browser-based, robust, functional, easily navigable, and secure. It shall allow for functional and easy management of cardholder accounts and comprehensive reporting. 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, Lawson ("NHFRIST ERP"). In addition, the Contractor's software must be capable of adapting to any changes to the State's systems so that the fuel card interface can continue to generate transactions and provide data feeds in any new system adopted by the State. The Contractor's software and technology, at a minimum, must provide the following features:

- **Browser-based Access** to Contractor's purchasing card software must be through a standard browser (IE5 or greater) with a minimum of downloaded additions;
- **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;
- **Security of Transaction** Data, Card Numbers and Process Flow;
- **Support for Real Time Access and Changes**, including account and hierarchy changes;
- **Archiving Features**;
- **Management Capabilities** for Flat File Transfer to the various state systems;
- **Process to Feed/Provide Access** to the card data;
- **Global Program Defaults**, Defaults by Agency, and the process of overriding these defaults for individual cards;
- **Standard Reporting Capabilities**;
- **Month-End Reporting Capabilities.** The Contractor shall provide the State with the capability to, through utilization of the Contractor's website, generate reports to include at minimum the following data:

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    - Quantity of fuel purchased
    - Cost of fuel purchased
    - Taxes paid, if applicable; taxes shall be broken down in detail by tax
    - Person or vehicle (defined by identification number) receiving fuel
    - Date and time of purchase
    - Total of the fuel bill
    - Location(s) of fuel purchased
- **Custom Reporting Capabilities**;
- **Standard Output Format for Reports**, e.g., .PDF, Excel, Access, WORD, or other text formats; and
- **Documentation** to the Contractor's technology and services provided, including, but not limited to, the database structures, data dictionary, and online availability.

6.10 RECEIPTS. The Contractor shall be required at the point of service to record the following information on each fuel purchase transaction for processing by State Personnel:

- Quantity of fuel purchased
- Cost of fuel purchased
- Card/account number
- Date and time of purchase
- Location

The reported data will be made available to the State through the Contractor's online portal or through other reporting as requested. Receipts may be available to the State personnel at the point of sale via the merchant. It is the responsibility of the State personnel to retain a copy of the point of sale receipt.

6.11 INVOICING. The Contractor shall be required to furnish to the State of New Hampshire a complete itemized electronic invoice and/or paper invoice (if required by the agency) for all fuel purchased per vehicle and include the following minimum requirements on a monthly basis:

- Quantity of fuel purchased
- Cost of fuel purchased
- Taxes paid, if applicable (see 5.8 below); taxes shall be broken down in detail by tax.
- Person receiving fuel
- Date and time of purchase
- Total of the fuel bill
- Location

Any invoice that cannot be substantiated by documentation will not be paid until sufficient documentation has been provided to support the charges being billed.

6.12 TAXES. The Contractor shall deduct the following from any invoice, in accordance with the guidelines of the law:

- State taxes for all In-State purchases
- Federal taxes for all purchases
- Out of State taxes, if applicable

Please note this is subject to change as legislation dictates.

6.13 TRAINING. The Contractor shall provide training and associated materials for State staff that details the use of Program and/or account controls and assists the relevant staff and/or agencies in developing Program restrictions and controls. This training must be provided upon request by the State, and, at a minimum, at contract implementation and then annually during the entire term of the contract. In addition, Contractor

shall notify the State and provide training any time there is a major software upgrade. All live training shall be conducted in locations designated by the State. At a minimum training shall include:

- How to build an account (or accounts) to meet the State of New Hampshire's needs;
- Basic card functionality: a) driver card vs. vehicle card, b) prompting, c) profiles, d) exception limits and tracking;
- How to use the card at the point of sale device (provide instructions and pictures);
- Card maintenance: a) add a card, b) edit a card, c) replace a card;
- Report builder: a) reporting options and functionality, b) reporting issues with merchants;
- Real-time transaction history: a) real-time authorizations and declines, b) decline reasons in real-time to assist with cardholders issues; and
- Understanding invoicing and billing.

The Contractor shall provide training in various methodologies and delivery channels including but not limited to:

- Instructor Led Training (ILT) – via onsite and/or web-based conference with live facilitators;
- Printed (hard-copy) training materials; and
- Online Training Webinars

6.14 FUELING LOCATIONS. The Contractor shall provide a list of all fueling locations within the State of New Hampshire to include the physical address, phone number, and hours of operation for each location. In addition, the Contractor shall provide the ability to lookup all accepting locations nationwide.

6.15 CARD PRODUCTION. The Contractor shall produce, customize, emboss, provide card guides, and distribute via regular mail (or overnight upon request) the Fuel Cards for the Program per the State's requirements. Plastic card protectors must also be provided with the request of a card. Undercover cards may also be requested for law enforcement. Fuel cards shall be furnished at no cost to the State. Within the period of the contract implementation but no later than three (3) business days prior to the contract execution date, the State's Liaison shall provide an initial list of the cards needed to support the program. Over the course of the contract the State Liaison shall have authority to order additional/replacement cards on an as needed cost-free basis. At minimum Cards shall meet the following requirements:

- **Security and Controls.** The Contractor shall have in place security precautions, such as electronic pins and other controls that shall ensure the security of the purchasing card transactions. Contractor shall provide adequate security within the software package to mitigate fraud and misuse.
- **Spending and Transaction Limits.** The credit card shall provide spending limits by individual purchase, daily and cycle limits, and transaction count and have the provision to block by product class as determined by the State's program administrator or their designee(s). Both the Contractor and the State shall monitor the limits.
- **No Annual Fee/No Transaction Fee.** The Contractor shall not charge an annual fee for cards issued under the contract; there shall be no transaction costs charged to the State.
- **No Late Fees or Penalties.** The Contractor shall not charge any type of late fee or penalty. The Contractor shall have the right to suspend the Agency's account until breach is cured (see section 16).
- **No Cash Advances.** The Contractor shall not allow cash advances from Automatic Teller Machines ("ATMs") or from any financial institution.
- **No List Sale or Distribution.** The Contractor shall not sell or distribute a list of participating agencies/institution addresses, cardholder names and addresses, or any other information to any person, firm, or other entity for any purpose; excluding, but not limited to, the associations, third-party service providers, merchants, and merchant processors, during the course of normal business operations.

- **An Electronic and/or Paper Application Process.** The Contractor shall supply an electronic and/or paper application process that minimizes cardholder exposure to identity theft. Application forms shall be mutually reviewed and approved for use.
- **Guaranteed Time for Issuance of Card by New Cardholder.** The Contractor must issue a card within three (3) business days hours to a new cardholder after a valid and properly completed application is received by the Contractor. Requests/issuances of new cards are to be handled through the State's Liaison.
- **Process and Time Required for Issuance of Renewal/Replacement Cards.** The Contractor shall promptly issue renewal cards, at no cost, prior to a card's expiration date. Replacement cards for lost or stolen cards shall be issued at no cost and shall be issued within three (3) business days of notification of the lost/stolen card. Requests/issuances of replacement cards are to be handled through the State's Liaison.

7. ACCESS AND RETENTION OF RECORDS

7.1 Access to Records. The Contractor shall provide the State, or any authorized agents, access to any records necessary to determine contract compliance.

7.2 Retention Period. The Contractor shall create and retain records supporting the Program for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State or a third party.

8. SUBCONTRACTING

In addition to the provisions of Section 12 of the P-37 related to assignment and subcontracting of contractual rights and obligations, the Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

The State acknowledges that Contractor's parent company WEX Inc. will provide certain services for Contractor, including but not limited to Legal, Human Resources, Customer Service, and Collections services. The Contractor is responsible for issuing credit and fuel cards as required by the RFP.

9. CONTRACT TERMINATION

9.1 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination at the election of the State.

9.2 Material Breach. The non-breaching party may terminate this contract in whole or in part after thirty (30) days' written notice, as described in the Form P-37 General Terms and Conditions Section 8, in the event of the breaching party's failure to perform a material obligation of this contract.

9.3 Written Notice by State. The State may terminate this contract in whole or in part at any time by giving the Contractor thirty (30) days' written notice.

10. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that shall provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Tara Merrifield shall be the liaison for the State:

Contractor Initials KPW
Date 9/5/14

Tara Merrifield, Fleet Management Administrator
Fixed and Mobile Assets, Department of Administrative Services
(P) 271-7411
E-mail Address: fuel.cards@nh.gov

Chris McVetty shall be the liaison for the Contractor (WEX Bank).

Chris McVetty
Telephone Number: (207) 523-7187
Fax Number: (207) 253-1555
E-Mail Address: chris.mcvetty@wexinc.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. The other party shall be notified within ten (10) business days of the change. Written notices, requests, or complaints shall first be directed to the liaison.

11. MEETINGS AND REPORTS

11.1 Technical or Contractual Problems. The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the State. Meetings shall occur as problems arise and shall be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems shall result in termination of the contract.

11.2 Progress Meetings. During the term of the contract, the State shall plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the State in the performance of their respective obligations. These progress meetings shall include any personnel involved in the performance of the contract, as required. At each such meeting, the Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report.

12. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, 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, subject to section 17, 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 this contract. Such transition services shall be deemed by the parties to be governed by the terms and conditions of this 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 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.

13. CONTRACTOR PERFORMANCE ASSESSMENTS

The State shall do assessments of the Contractor's performance. The Contractor shall have the opportunity to respond to any poor performance assessments. One or more poor performance assessments shall be

Contractor Initials KAW
Date 9/5/14

considered an event of default subject to the provisions of the Form P-37 General Terms and Conditions, Section 8.

14. TRANSACTION DISPUTE PROCESS

The State shall use its best efforts to resolve business-to-business purchase disputes directly with the relevant merchant; such as disputes arising out of quality, warranty, or performance issues.

If the dispute cannot be resolved directly with the relevant merchant, charges must be disputed in writing to the Contractor no later than sixty (60) days from the billing date or they will be considered final and binding. The State may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) the State does not believe it is liable for that amount. Transactions made at an island card reader where the State or Account User did not obtain a receipt at the time of sale are not eligible for dispute.

Certain Transactions in dispute may qualify for charge back to the merchant due to fraud or other circumstances in which the merchant may be liable. The Contractor shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. If the item is found to be a valid charge, however, the State shall be notified and payment shall be due on the next statement. If the Transaction is found to be an invalid charge pursuant to the rules and the State has already processed payment, the Contractor shall credit the State's account.

15. LOST/STOLEN CARD PROCESS

15.1 Notification. If a Card is lost, stolen or remains in the possession of a person who has ceased to be an authorized cardholder, the State, through its liaison or its individual cardholders, must immediately notify the Contractor's 24 hour a day 7 day a week customer service by phone at 1-800-492-0669 and within 48 hours must confirm such initial notification in writing by fax to 1-800-395-0809, via the Contractor's website at https://go.wexonline.com/online/, or via mail to:

WEXONLINE
PO BOX 639
PORTLAND, ME 04140

15.2 Confirmation of Notification. The Contractor shall issue a written notice to the State by either by fax or e-mail to confirm the date and time of the State's initial notification regarding the card loss, theft or potential misuse by an unauthorized user.

15.3 Return of Cards if Found. All cards reported under 15.1 must be returned to the Contractor if they are subsequently found by, or returned to, the State.

15.4 Limitation of Liability for Charges. When the Contractor has issued a written confirmation to the State in accordance with 15.2, the State shall have no further liability for the card transactions made with that card after the date and time of the initial notification set forth in the Contractor's confirmation.

15.5 Requests for information/Replacement of Cards. The State shall give the Contractor all the information in its possession as to the circumstances surrounding the loss, theft or misuse of the reported card and take all reasonable steps to assist the Contractor to recover any missing or stolen card. The Contractor shall issue replacement cards in accordance with Section 6.15 above.

16. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved

Contractor Initials KGW
Date 9/5/14

(the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking party's right to any other remedy permitted by this Contract.

The following table sets forth the responsible parties for each level of the dispute resolution and the corresponding time allotment for resolution at each level.

Level	THE CONTRACTOR	THE STATE	CUMULATIVE TIME ALLOTTED
Primary	Chris McVetty (Government Account Manager)	Tara Merrifield	5 business days
First	Sharon Linnane (Manager, Government)	Leonard Rautio and/or Robert Stowell	10 business days
Second	Bernie Kavanagh (VP, Strategic Accounts)	Michael Connor	15 business days

The allotted time for the first level negotiations shall being on the date the invoking party's notice is received by the other party.

The foregoing dispute process shall not apply to disputes involving card transactions or merchant disputes. All card transaction disputes and merchant disputes shall be governed by and subject to Section 14.

17. CREDIT LIMIT, DEFAULT BY STATE

The Contractor will establish a credit limit for the Account which is subject to periodic review and adjustment by mutual agreement between the Contractor and the State. The State shall repay the Contractor for all credit extended by the Contractor and shall not allow its unpaid balance, including unbilled transactions, fees and other charges on the Account, to exceed its credit limit at any time. In the event of the State's failure to comply with the credit limit and payment terms provisions hereof, the Contractor shall have the right to immediately suspend the Account until such breach is cured.

18. NATURE OF ACCOUNT AND CARD USE

The Contractor will provide the State with one or more accounts through the use of which the State may access the financial information and other services provided for in this Agreement (collectively, the "Account"). In connection with the Account, the Contractor, in accordance with the State's request, shall provide special WEX Bank Fleet Cards (collectively, "Cards"), which are issued by WEX Bank, headquartered in Midvale, Utah, or another financial institution ("Issuing Bank"). The State represents that it is a governmental enterprise and agrees that the Account is for business purposes only, and any Card(s) issued under the Account will not be used for personal, family or household purposes. Further, the Account and Card(s) may be used only for valid and lawful purposes. If the State uses, or allows someone else to use, the Card(s) or Account for any other purpose, the State shall be responsible for such use and may be required to reimburse the Contractor and the Issuing Bank for all amounts or expenses either the Contractor or the Issuing Bank pays as a result of such use. All Cards issued to State shall remain the property of the Issuing Bank and must be returned or destroyed (with certification of destruction) upon request. The Contractor or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time.

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

The Contractor certifies, by submission 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.

Contractor Initials KSW
Date 9/5/14

20. INSURANCE

The Contractor shall furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident. The Contractor also agrees to maintain workers' compensation and employer's liability insurance for all employees of the contractor engaged in the performance of the agreement.

Certificate of insurance amounts must be met as per the P-37, section 14.2 and the holder is identified not simply "state of NH" but the agency, agency contact person or successor as noted in 1.9 of the P-37 with the full address listed and certificate identifies that the insurance cannot be cancelled until the State receives 10 day prior written notice.

Contractor Initials KSW
Date 9/5/14

EXHIBIT B
PRICING AND PAYMENT

Payment shall be remitted to the address set forth in Section 1.4 of the Form P-37 unless otherwise directed by the Invoice.

1. Payment Schedule. The State shall pay 26 days from receipt of properly documented invoices.

2. Billing and Payment. Each transaction shall be electronically posted to the respective agencies' account. Agencies with accounts, shall receive an individual statement at the conclusion of each billing cycle for all account transactions. At a minimum the monthly statement(s) shall include the following data:

- Quantity of fuel purchased
- Cost of fuel purchased
- Taxes paid, if applicable; taxes shall be broken down in detail by tax.
- Person or vehicle (defined by identification number) receiving fuel
- Date and time of purchase
- Total of the fuel bill
- Location(s) of fuel purchased

Any statement that cannot be substantiated by documentation shall not be paid until sufficient documentation has been provided to support the charges being billed.

3. Taxes. The Contractor shall deduct the following from any invoice, in accordance with the guidelines of the law:

- State taxes for all in-state purchases
- Federal taxes for all purchases
- Out of state taxes, if applicable

4. Billing Disputes. Billing disputes concerning particular transactions must be communicated to the Contractor in accordance with Exhibit A Section 13.

5. Trailing Transactions. Upon cancellation of an account, the State and/or cardholder need to cancel the billing of all reoccurring transactions to the account.

6. Liability. The State is solely liable to the Contractor for all authorized and properly billed transactions. The State shall not be liable, however, for charges (for a card or account) that occur after the State notifies the Contractor of the loss, theft or possible unauthorized use of a card in accordance with Exhibit A Section 14.

Contractor Initials KGW
Date 9/5/14

Fee Structure/Discount Rates and Early Payment Incentives

The following fee structure, discounted rates and early payment incentives are offered by the Contractor for the Fuel Card Program:

Fixed Fee Percentage
0 %

Discount Rate		Net Terms	
0.08	% off	10	Days
0.06	% off	15	Days

Payment Timing Rebate

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table (Net 10 or 15).

Calculation
Rebate shall calculated commencing at the closing of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment
Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Retail Rebate

Subject to the express conditions below, monthly rebate will be issued, paid one month in arrears, of **100 basis points (1.00%)**, off all your Monthly Retail Transactions (the "Rebate").

Conditions
The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) electronic reporting; (3) payment in full within 26 calendar days of the billing date appearing on invoice.

Calculation
Calculating the Volume Rebate shall commence as of the closing of the first billing cycle after the Agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment
Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid monthly in arrears.

Contractor Initials KW
Date 9/5/14

EXHIBIT C

SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per incident and no less than $1,000,000 in excess/umbrella liability each occurrence; and

2. There are no other special provisions for the contract.

Contractor Initials KGW
Date 9/5/14

State of New Hampshire
Department of State

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that documents regarding the Incorporation of WEX Bank, were filed in this office on August 21, 2014.

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

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of September, A.D. 2014

William M. Gardner
Secretary of State

WEX BANK
SECRETARY CERTIFICATE

The undersigned, Hilary A. Rapkin, being the duly appointed Corporate Secretary of WEX Bank (the "Company") does hereby certify that Kirk Weiler is qualified and acting in his capacity as Chairman, President & CEO of the Company and that he has the authority to provide written or oral direction and confirmation and to execute documents.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this certificate as of this 5th day of September, 2014.

Name: Hilary A. Rapkin
Title: Corporate Secretary

198223

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/5/2014

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

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

PRODUCER
Commercial Lines - (617) 330-1005
Wells Fargo Insurance Services USA, Inc.
699 Boylston St, 6th Floor
Boston, MA 02116

CONTACT NAME:
PHONE (A/C, No, Ext): 617-330-1005 **FAX (A/C, No):** (866) 597-9827
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Accident and Indemnity Company	22357
INSURER B :	Continental Casualty Company	20443
INSURER C :	Maine Employers' Mutual Ins Co	11149
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
WEX Bank fka Wright Express Financial Services Corporation
97 Darling Ave.
South Portland ME 04106-2301

COVERAGES **CERTIFICATE NUMBER:** 8126140 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			08 UEN HX9514	6/1/2014	6/1/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			L5085100271	06/01/2014	06/01/2015	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			5101800626	06/01/2014	06/01/2015	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Administrative Services
State House Annex, Room 102
25 Capitol Street
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

The ACORD name and logo are registered marks of ACORD **© 1988-2014 ACORD CORPORATION. All rights reserved.**

(This certificate replaces certificate# 8075226 issued on 8/25/2014)