

State of New Hampshire

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

83 *Jm*

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

September 2, 2014

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

Sole Source

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **sole source** amendment to the State's Contract with Argyle Associates, Inc. d/b/a New Hampshire Print & Mail Services (vendor #165757), formally New Hampshire Mailing Services, Inc., Concord, NH, originally approved by Governor and Executive Council on September 14, 2011, item #19, to extend the end date of the provision of presort flat mailing services from September 30, 2014 to December 31, 2015, with a corresponding increase in the contract price limitation by \$49,005, from \$117,612 to \$166,617, effective upon Governor and Council approval for the period of October 1, 2014 through December 31, 2015.

100% Agency Income

Funds shall be made available in the following account by the Department of Administrative Services. The centralized mail distribution office shall then bill the individual agencies, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

01-14-14-141510-80500000 DEPT. OF ADM. SERVICES – BUREAU PLANT/PROP MANAGEMENT – CENTRALIZED MAIL DISTRIBUTION

<u>Account</u>	<u>FY 2015</u>	<u>FY 2016</u>
020-500216 Current Expense	\$29,403	\$19,602

EXPLANATION

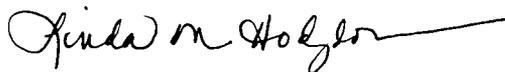
On September 14, 2011, Item #19, Governor and Executive Council approved a three-year contract with New Hampshire Mailing Services, Inc. for presort flat mailing services to the State which ends on September 30, 2014. During the agreement period NH Mailing Services, Inc. conveyed all its right, title and interest in and to all of its property and assets to Argyle Associates, Inc. d/b/a New Hampshire Print & Mail Services through an Asset Purchase and Sale Agreement. As such, Argyle Associates, Inc. d/b/a New Hampshire Print & Mail Services has assumed full responsibility for performance of the entire aforementioned contract, including but not limited to, any and all obligations and liabilities under the contract for the full term of said contract. This request is sole source as the contract price increase is greater than 10% of the original contract and was not rebid. The Department of Administrative Services is seeking an extension of the existing contract in order to align the contract with the presort mailing services contract (8001340) which expires on December 31, 2015. By combining the two contracts, the state can receive higher savings with the combined volumes of

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
September 2, 2014
Page 2 of 2

both contracts. It would be in the best interest of the State to extend this contract under the existing terms and conditions, subject to the requisite approval of Governor and Executive Council.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with Argyle Associates, Inc., d/b/a NH Print & Mail Services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon
Commissioner

**FIRST AMENDMENT TO THE CONTRACT
BY AND BETWEEN THE STATE OF NEW HAMPSHIRE
THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
ARGYLE ASSOCIATES, INC., d/b/a NEW HAMPSHIRE PRINT & MAIL SERVICES**

This First Amendment (hereafter called the "Amendment") dated this 28 day of Aug, 2014 by and between the State of New Hampshire acting through the Department of Administrative Services (hereinafter referred to as the "State") and Argyle Associates, Inc. d/b/a New Hampshire Print & Mail Services (formerly known as NH Mailing Services, Inc.), a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire, with a place of business at 30 Terrill Park Drive, Concord, New Hampshire 03301 (hereinafter referred to as the "Contractor");

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") which took effect the 1st day of October 2011 and set to expire September 30, 2014, the Contractor agreed to provide presort flat mailing services to the State of New Hampshire upon the terms and conditions specified in the Agreement in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to an Asset Purchase and Sale Agreement by and among NH Mailing Services, Inc. (hereinafter referred to as NHMS) and Argyle Associates, Inc. (Contractor) during the Agreement period, NHMS conveyed all its right, title and interest in and to all of its property and assets to Contractor; and

WHEREAS, the State hereby consents to the assignment of the Agreement from NHMS to Contractor (Argyle Associates, Inc. d/b/a NH Print & Mail Services) as such consent to assignment is conditioned upon Contractor having assumed full responsibility for performance of the entire aforementioned Agreement, including but not limited to, any and all obligations and liabilities under the Agreement for the full term of said Agreement; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and only after approval of such amendment by the Governor and Council; and

WHEREAS, the Contractor and the State wish to extend the Agreement for a period of fifteen (15) months at the same terms and conditions, to include pricing, as stated herein; and

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

1. Delete Section 1.3 in its entirety and replace with the following:
1.3 Vendor Name Argyle Associates, Inc. d/b/a NH Print & Mail Services
2. Delete Section 1.7 in its entirety and replace with the following:

Initials:
Date: 8-28-14

1.7 Completion Date December 31, 2015

2. Delete Section 1.8 in its entirety and replace with the following:

1.8 Price Limitation \$166,617

3. Amend Exhibit A, Scope of Services, II. Term as follows:

The term of the contract shall be extended for a period of fifteen (15) months commencing October 1, 2014 and expiring thereafter on December 31, 2015.

4. Amend Exhibit B, #1 as follows:

The Contractor hereby agrees to supply presort flat mailing services in compliance with all the requirements specified in Exhibit A at the accepted bid prices as listed in the Agreement, to include the extension period beginning October 1, 2014 through December 31, 2015.

5. Amend Exhibit B, Contract Price Limitation, #2 as follows:

Price Limitation: The contract price limitation is \$166,617; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure for the term of the contract in return for the services described in Exhibit A.

6. Except as specifically amended herein, all other provisions of the Agreement, approved by Governor and Council on September 14, 2011, Item # 19, shall remain in full force and effect.

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

Initials:
Date: 8-29-14

**ARGYLE ASSOCIATES, INC. D/B/A NH
PRINT & MAIL SERVICES**

By: *Kevin Boyarsky*
Kevin Boyarsky
(Print Name)

Title: President

Date: 8-28-14

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 28th day of August, 2014,
There appeared before me, the state
and county foresaid a person who
satisfactorily identified him/herself as

Kevin Boyarsky

And acknowledge that he/she
executed this document indicated
above.

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

Debra L. Silverstein
(Notary Public/Justice of the Peace)

My commission expires
DEBRA L. SILVERSTEIN
Notary Public - New Hampshire
My Commission Expires December 8, 2016

(Date)

STATE OF NEW HAMPSHIRE

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

Title: Commissioner
Department of Administrative
Services

Date: 9/2/14

OFFICE OF THE ATTORNEY GENERAL

By: *Rosanna A. ...*
(Print Name)

Title: Assistant Attorney General

Date: 9-3-14

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

Signed: _____

(Print Name)
Title: _____

Initials: _____
Date: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Argyle Associates, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 29, 2005. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



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

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

William M. Gardner
Secretary of State

CORPORATE CERTIFICATE

ARGYLE ASSOCIATES, INC.
d/b/a New Hampshire Print & Mail Services

I, Kevin Boyarsky, Secretary of the corporation, do hereby certify that: (1) I am the duly elected and acting President/Treasurer/Secretary of Argyle Associates, Inc., a New Hampshire corporation (the "Corporation"); (2) I am the sole officer of the Corporation; (3) I am the sole individual authorized to enter into contracts on behalf of the Corporation; (4) the tradename, New Hampshire Print & Mail Services, has been duly registered with the Secretary of State of New Hampshire; and (5) the following is a true, accurate and complete copy of the resolution adopted by the Board of Directors of the Corporation by unanimous written consent with an intended effective date of the 28th day of August, 2014, which meeting was duly held in accordance with New Hampshire law and the by-laws of the Corporation:

RESOLVED: That Argyle Associates, Inc. enter into a First Amendment to the Contract with the State of New Hampshire, acting by and through the Commissioner's Office of the Department of Administrative Services ("First Amendment"), providing for the performance by the Corporation of certain presort flat mailing services, and the President of the Corporation is hereby authorized and directed for and on behalf of the Corporation to enter into the said First Amendment and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of the Corporation any and all documents, agreements, and other instruments (and any amendments, revisions or modifications thereto) as he may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of the Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind the Corporation thereby.

The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever and remain in full force and effect as of the date hereof; and the following persons have been duly elected and now occupy the offices indicated below:

Kevin Boyarsky	President
Kevin Boyarsky	Treasurer
Kevin Boyarsky	Secretary

Dated this 28 day of August, 2014.


Kevin Boyarsky, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 28th day of August, 2014, personally appeared before me Kevin Boyarsky in his capacity as Secretary of Argyle Associates, Inc. and acknowledged that he subscribed to the foregoing instrument for the purposes contained therein.



Notary Public

My commission expires:

DEBRA L. SILVERSTEIN
Notary Public - New Hampshire
My Commission Expires December 8, 2016



CERTIFICATE OF LIABILITY INSURANCE

TAB
R022DATE (MM/DD/YYYY)
9/4/2014

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 PAYCHEX INSURANCE AGENCY INC 210705 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No): (888) 443-6112
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

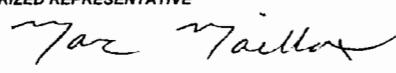
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WFD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG FW5015	10/11/2014	10/11/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER State of New Hampshire 25 CAPITOL ST CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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State of New Hampshire

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

#19
9-4-11

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

August 19, 2011

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

9/4/2011

REQUESTED ACTION

Authorize the Department of Administrative Services, Centralized Mailing Distribution, to enter into a service contract with New Hampshire Mailing Services, Inc, Concord, NH (VC # 53486), in an amount not to exceed \$117,612, to provide presort flat mailing services for the State of New Hampshire. The contract shall commence on October 1, 2011 and expire thereafter on September 30, 2014. **100% Agency Income.**

Funding is available in the account titled Centralized Mail Distribution for FY12 and FY13, and is contingent upon availability and continued appropriations for FY14 & FY15, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

01-14-14-141510-8050 Centralized Mail Distribution

020-500216 Postage	FY12	FY13	FY14	FY15
	\$29,403	\$39,204	\$39,204	\$9,801

EXPLANATION

The current contract with NH Mailing Services, Inc for presort flat mailing services is set to expire September 30, 2011. The Bureau of Purchase and Property issued a Request for Bid for presort flat mailing services on June 1, 2011. Twenty-two (22) vendors received direct notification of this solicitation, public notice was provided through the Manchester Union Leader, and the proposal was posted on the Bureau of Purchase and Property website. On June 16, 2011, one bid was received from NH Mailing.

This contract qualifies the State for per piece discounts ranging from \$0.333 for 1 oz mail up to \$0.693 for 13 oz mail. Based on the volume of first-class mail over the last 12 months, an average of 11,000 pieces per month, the forecasted savings to the State is estimated to be \$693.00 per month, or \$24,948 for the contract term. This savings estimate is based upon thirty percent (30%) of the projected mail volume (3,300 pieces) mefered within the 1 - 3 oz categories at a per piece rate of \$0.21.

Attached is a copy of the public notice advertised in the Manchester Union Leader and a copy of the bid results.

Respectfully Submitted,

Joseph Bouchard, Asst. Comm.
Linda M. Hodgdon
for Commissioner

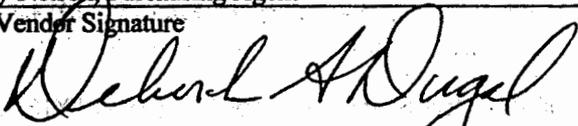
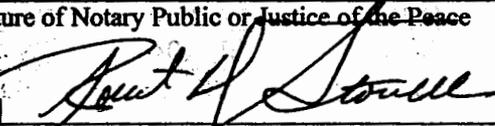
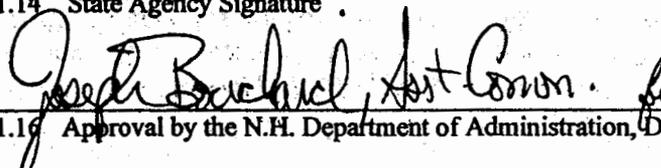
Subject: Service Contract for Presort Flat Mailing Services

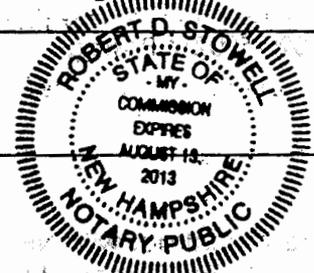
1.0 AGREEMENT

The State of New Hampshire and the Vendor 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, 25 Capitol Street Concord, NH 03301	
1.3 Vendor Name New Hampshire Mailing Services, Inc.		1.4 Vendor Address 30 Terrill Park Drive, Concord NH 03301	
1.5 Vendor Phone Number (603) 226-4300	1.6 Account Number 141510-80500000-020- 500216	1.7 Completion Date September 30, 2014	1.8 Price Limitation \$117,612.00
1.9 Contract(s)ing Officer for State Agency Tammy Nelson, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-2009	
1.11 Vendor Signature 		1.12 Name and Title of Vendor Signatory Deborah A. Dugal, President	
1.13 Acknowledgement: State of New Hampshire, County of <u>HERRINGHAM</u> On <u>19th August, 2011</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  [Seal]			
1.13.2 Name and Title of Notary (or Justice of the Peace) <u>ROBERT D. STOWELL, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Department of Administrative Services	
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: <u>Rosemary Wiant</u> <u>Rosemary Wiant</u> On: <u>8-25-11</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



Subject: Service Contract for Presort Flat Mailing Services

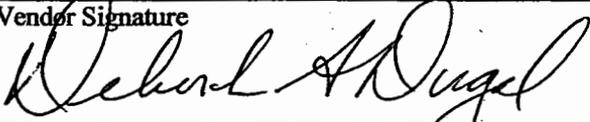
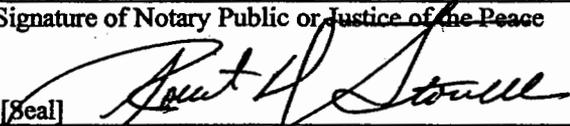
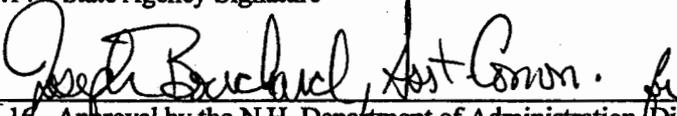
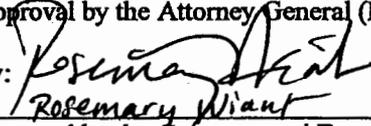
Contract # 8001042
Expires - 9/30/14

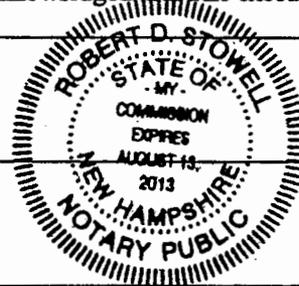
1.0 AGREEMENT

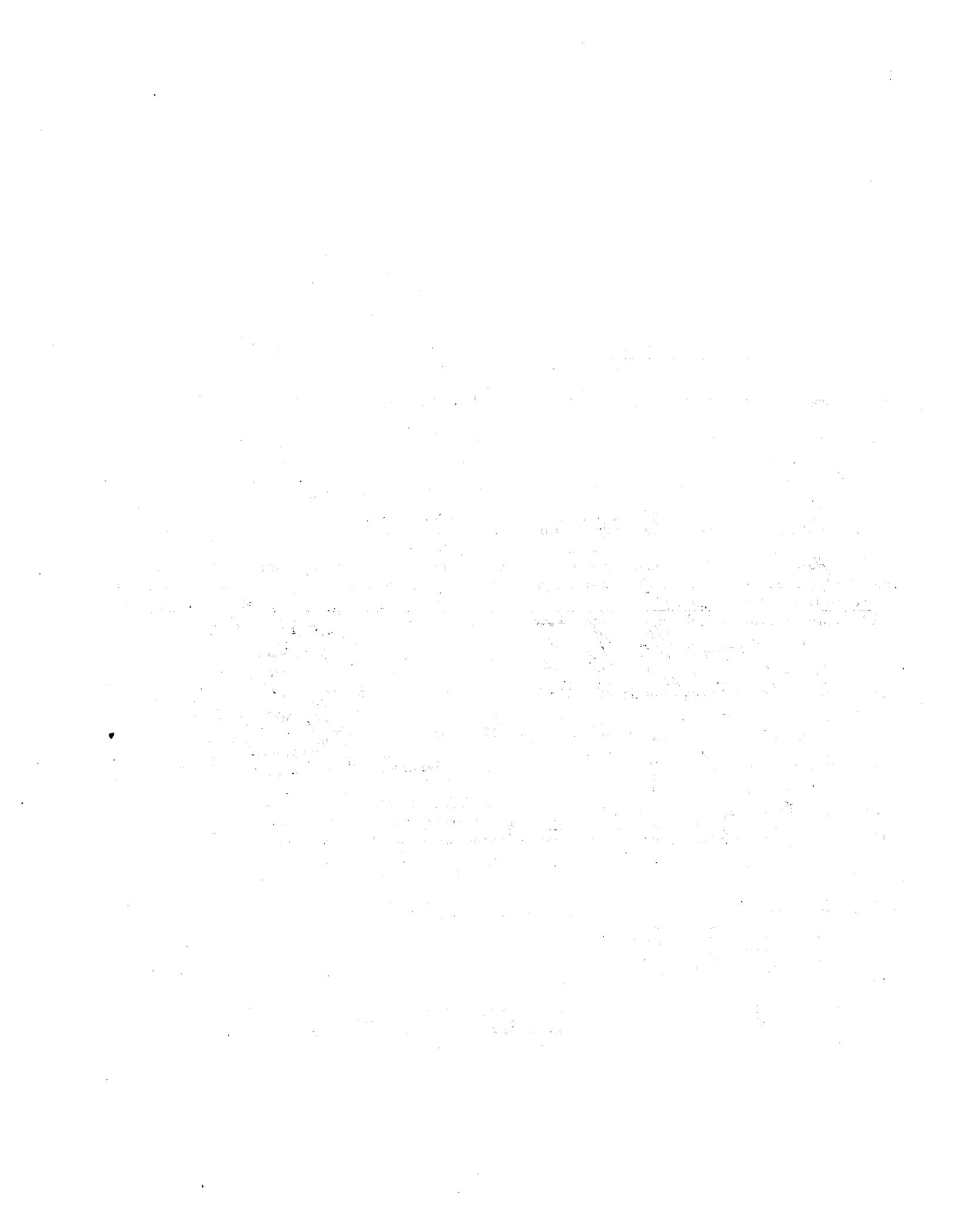
The State of New Hampshire and the Vendor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, 25 Capitol Street Concord, NH 03301	
1.3 Vendor Name New Hampshire Mailing Services, Inc.		1.4 Vendor Address 30 Terrill Park Drive, Concord NH 03301	
1.5 Vendor Phone Number (603) 226-4300	1.6 Account Number 141510-80500000-020-500216	1.7 Completion Date September 30, 2014	1.8 Price Limitation \$117,612.00
1.9 Contract(s)ing Officer for State Agency Tammy Nelson, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-2009	
1.11 Vendor Signature 		1.12 Name and Title of Vendor Signatory Deborah A. Dugal, President	
1.13 Acknowledgement: State of New Hampshire, County of <u>MERRIMACK</u> On <u>19th August, 2011</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  [Seal]			
1.13.2 Name and Title of Notary (or Justice of the Peace) <u>ROBERT D. STOWELL, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Department of Administrative Services	
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:  On: <u>8-25-11</u>			
1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE SEP 14 2011			





2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor 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 Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall 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 Vendor 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(S) PRICE/PRICE LIMITATION/ PAYMENT.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subVendor 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 Contract(s)ing 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 Contract(s)ing 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 Vendor 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 Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor 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 Vendor shall deliver to the Contract(s)ing 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(s) 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. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S). The Vendor 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 subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION: The Vendor 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 Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subVendor 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 Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing 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 Contract(s)ing 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 Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, 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 Vendor.

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.

EXHIBIT A
SCOPE OF SERVICES

I. PURPOSE:

The Contractor hereby agrees to supply the State of New Hampshire with presort flat mailing services in accordance with RFB 1308-12 and as described herein. The term "flat mail" as used herein shall mean a mail piece that exceeds one of the dimensions for letter-size mail, but that does not exceed the maximum dimension for the mail processing category (such dimensions shall be prescribed by and in accordance with the U.S. Postal Service Physical Standards for Commercial Flats). Dimensions are different for automation rate flat-size mail eligibility. Flat-size mail may be unwrapped, sleeved, wrapped, or enveloped.

The term "presort flat mailing services" as used herein shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The State shall not reimburse for travel time or mileage.

II. TERM:

The term of the contract shall be for a period of three (3) years commencing October 1, 2011 and expiring thereafter on September 30, 2014.

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.

III. SPECIFICATIONS / SCOPE OF SERVICES:

1. The Contractor shall be required to pick up mail that meets the requirements for first class presorting at approximately 3:15 PM daily, Monday through Friday, at the four locations located in Concord and as described below:

Administrative Services
25 Capitol Street
Concord, New Hampshire

Health & Human Services
129 Pleasant Street
Concord, New Hampshire

Department of Safety
33 Hazen Drive
Concord, New Hampshire

Department of Transportation
7 Hazen Drive
Concord, New Hampshire

2. The Contractor shall be required to notify the State by 9:00 AM if pick-up is not possible for that day. The Contractor shall provide notification by contacting one person, per location. The contact information is as follows:

Administrative Services

25 Capitol Street

Concord, New Hampshire

Name: Alan Quimby or Mike Kennedy

Phone: (603) 271-2355

E-mail: alan.quimby@nh.gov

E-mail: michael.kennedy@nh.gov

Health & Human Services

129 Pleasant Street

Concord, New Hampshire

Name: John Mahon

Phone: (603) 271-4641

E-mail: jmahon@dhhs.state.nh.us

-Or-

Name: Cheryl Connor

Phone: (603) 271-4224

E-mail: cconnor@dhhs.state.nh.us

Department of Safety

33 Hazen Drive

Concord, New Hampshire

Name: Jennifer Maguire

Phone: (603) 271-2608

E-mail: jmaguire@safety.state.nh.us

Department of Transportation

7 Hazen Drive

Concord, New Hampshire

Name: John Neylon

Phone: (603)271-3475

E-mail: jneylon@dot.state.nh.us

3. The State shall be required to meter and date all mail with the same days date or sort flats by mail code into containers for pick-up. State agencies shall generate a daily pick-up slip which contains information detailing the number of trays, sacks or containers, the total piece count and authorized signature.

4. The Contractor agrees to deliver the mail on the same day to the United States Post Office.

5. Sub Contractor's will only be allowed upon receiving written approval in advance from the Contracting Officer listed in Section 1.9. Said sub-contractors must meet the minimum experience requirements as detailed herein.

6. The Contractor shall in performing the services as described herein, maintain or have readily available spare parts to support the described systems at the Contractor's cost throughout the duration of the contract.

7. The State reserves the right to require the Contractor to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the Contractor services.

8. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

9. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property as a result of the performance of this service will be repaired at their own expense.

10. The Contractor agrees to process all mail according to the rules and regulations established by the United States Postal Service.

EXHIBIT B
CONTRACT PRICE LIMITATION, INVOICING, PAYMENT TERMS

1. The Contractor hereby agrees to supply presort flat mailing services in compliance with all the requirements specified in Exhibit A at the accepted bid prices as listed herein (See Page 9) for the term of the contract (hereinafter referred to as the Contract Price).

The Contract Price shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work. Special charges, surcharges, or fuel charges of any kind may not be added on at any time. The State shall not reimburse for travel time or mileage.

2. **PRICE LIMITATION:** The contract price limitation is \$117,612.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure for the term of the contract in return for the services described in Exhibit A.

3. **INVOICING:** Invoices shall be submitted on a monthly basis on the last day of each month in which the services have been performed. The invoices shall be directed to:

State of New Hampshire
Department of Administrative Services
Mailroom
State House Annex
25 Capitol Street
Concord NH 03301

4. **PAYMENT TERMS:** The Contractor shall receive payment for each piece of qualified presort flat mail at the Contract Price in which is processed during the contract period. Mail that does not qualify for the presort flat mail discount shall be mailed at the regular first class rate by the Contractor. The Contractor shall pay the additional postage and charge back to the State. The Contractor must ensure at least a 90% or greater presort or shall credit the difference for the cost of presort to the State at the regular first class rate.

Payment shall be due within thirty (30) days after receipt of properly documented invoices. Payment shall be made electronically, or by check mailed to the address in Section 1.4.

Weight (oz)	Per Piece Service Fee	plus add'l postage	USPS Qualifying Category	USPS First Class Rate	Savings based on mail metered at 3 digit rate
1 oz.	0.150	0.000	3/5 digit	\$0.88	0.183
1 oz.	0.150	0.058	ADC	\$0.88	0.125
1 oz.	0.150	0.178	Mixed ADC	\$0.88	0.308
1 oz.	0.000	0.333	Non Barcoded	\$0.88	0.000
2 oz.	0.150	0.000	3/5 digit	\$1.08	0.183
2 oz.	0.150	0.058	ADC	\$1.08	0.125
2 oz.	0.150	0.178	Mixed ADC	\$1.08	0.305
2 oz.	0.000	0.383	Non Barcoded	\$1.08	0.000
3 oz.	0.150	0.000	3/5 digit	\$1.28	0.183
3 oz.	0.150	0.058	ADC	\$1.28	0.125
3 oz.	0.150	0.178	Mixed ADC	\$1.28	0.305
3 oz.	0.000	0.393	Non Barcoded	\$1.28	0.000
4 oz.	0.150	0.000	3/5 digit	\$1.48	0.183
4 oz.	0.150	0.058	ADC	\$1.48	0.125
4 oz.	0.150	0.178	Mixed ADC	\$1.48	0.305
4 oz.	0.000	0.423	Non Barcoded	\$1.48	0.000
5 oz.	0.150	0.000	3/5 digit	\$1.68	0.183
5 oz.	0.150	0.058	ADC	\$1.68	0.125
5 oz.	0.150	0.178	Mixed ADC	\$1.68	0.305
5 oz.	0.000	0.483	Non Barcoded	\$1.68	0.000
6 oz.	0.150	0.000	3/5 digit	\$1.88	0.183
6 oz.	0.150	0.058	ADC	\$1.88	0.125
6 oz.	0.150	0.178	Mixed ADC	\$1.88	0.305
6 oz.	0.000	0.483	Non Barcoded	\$1.88	0.000
7 oz.	0.150	0.000	3/5 digit	\$2.08	0.183
7 oz.	0.150	0.058	ADC	\$2.08	0.125
7 oz.	0.150	0.178	Mixed ADC	\$2.08	0.305
7 oz.	0.000	0.613	Non Barcoded	\$2.08	0.000
8 oz.	0.150	0.000	3/5 digit	\$2.28	0.183
8 oz.	0.150	0.058	ADC	\$2.28	0.125
8 oz.	0.150	0.178	Mixed ADC	\$2.28	0.305
8 oz.	0.000	0.543	Non Barcoded	\$2.28	0.000
9 oz.	0.150	0.000	3/5 digit	\$2.48	0.183
9 oz.	0.150	0.058	ADC	\$2.48	0.125
9 oz.	0.150	0.178	Mixed ADC	\$2.48	0.305
9 oz.	0.000	0.673	Non Barcoded	\$2.48	0.000
10 oz.	0.150	0.000	3/5 digit	\$2.68	0.183
10 oz.	0.150	0.058	ADC	\$2.68	0.125
10 oz.	0.150	0.178	Mixed ADC	\$2.68	0.305
10 oz.	0.000	0.603	Non Barcoded	\$2.68	0.000
11 oz.	0.150	0.000	3/5 digit	\$2.88	0.183
11 oz.	0.150	0.058	ADC	\$2.88	0.125
11 oz.	0.150	0.178	Mixed ADC	\$2.88	0.305
11 oz.	0.000	0.633	Non Barcoded	\$2.88	0.000
12 oz.	0.150	0.000	3/5 digit	\$3.08	0.183
12 oz.	0.150	0.058	ADC	\$3.08	0.125
12 oz.	0.150	0.178	Mixed ADC	\$3.08	0.305
12 oz.	0.000	0.683	Non Barcoded	\$3.08	0.000
13 oz.	0.150	0.000	3/5 digit	\$3.28	0.183
13 oz.	0.150	0.058	ADC	\$3.28	0.125
13 oz.	0.150	0.178	Mixed ADC	\$3.28	0.305
13 oz.	0.000	0.693	Non Barcoded	\$3.28	0.000
14 oz.	to be mailed at the applicable retail parcel rate depending on the destination zone				
15 oz.	to be mailed at the applicable retail parcel rate depending on the destination zone				

Non-conforming pieces are billed at USPS First Class rate plus \$ 6 surcharge.
Items exceeding 400 cubic inches shall have a \$ 4 surcharge.

The above chart assumes the state of NH meters all mail at the applicable 3 digit rate for each weight category

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.

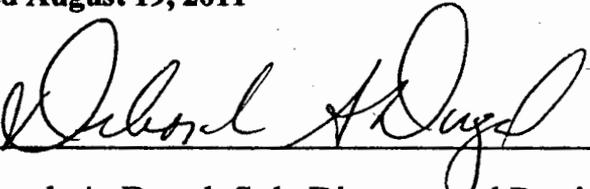
**CONSENT RESOLUTIONS OF THE
SHAREHOLDERS AND DIRECTORS OF
NEW HAMPSHIRE MAILING SERVICES, INC.
IN LIEU OF MEETING**

The undersigned, being all of the Shareholders and Directors of New Hampshire Mailing Services, Inc., a New Hampshire corporation (hereinafter, the "Corporation"), do hereby consent that the following actions be taken without a meeting:

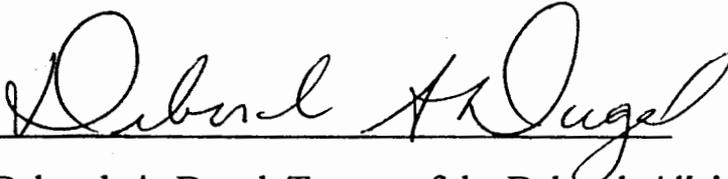
- Resolved:** That the Corporation is hereby authorized to bid on the State of New Hampshire Service Contract for Presort Flat Mailing Services with a price limitation of \$117,612.00.
- Resolved:** That the Corporation is authorized to execute and deliver all of the Transaction Documents in furtherance of the State of New Hampshire's acceptance of the bid for Presort Flat Mailing Services.
- Resolved:** That the Shareholders and Directors authorize Deborah A. Dugal, as President of the Corporation, to execute and all documents in furtherance of the State of New Hampshire's Vendor Contract for Presort Flat Mailing Services.

Notice and meeting and all other formalities in connection with the foregoing Consent Resolutions and the actions taken therein are hereby waived.

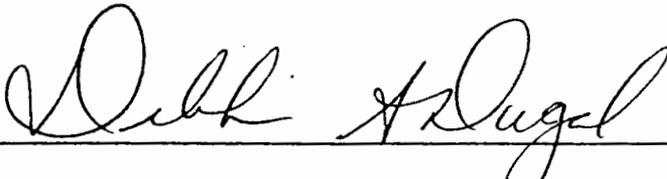
Dated August 19, 2011



Deborah A. Dugal, Sole Director and President



Deborah A. Dugal, Trustee of the Deborah Alicia Dugal Revocable Trust,
Shareholder



Deborah A. Dugal, Trustee of the Dugal Family Trust, Shareholder

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE MAILING SERVICES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 11, 1990. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of August, A.D. 2011

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

William M. Gardner
Secretary of State

Client#: 56035

NHMAIL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/11

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: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME, PHONE (A/C, No, Ext): 603 225-6611, FAX (A/C, No): 603-225-7935. INSURER(S) AFFORDING COVERAGE: INSURER A: Central Insurance Company, INSURER B: MEMIC Indemnity Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (CLP8884628), Automobile Liability (BAP8884627), Umbrella Liability (CXS8884629), and Workers Compensation (3102801396).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded: Deborah Dugal, President

CERTIFICATE HOLDER: State of NH, Administrative Service Contracting Officer, T. Nelson or successor, Bureau of Purchase & Property, 25 Capitol, 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: [Signature]

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Notice

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and Bid forms
Derry Municipal
Manning Street,
3038.

Notice

ICE
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7, 2011 and de-

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03261
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to accept any
SAU 44's best

deed dated March 29, 2006 and recorded
in Book 2523 at Page 687 with the Carroll
County Registry of Deeds.

NOTICE PURSUANT TO NEW HAM-
SPHIRE RSA 479:25, YOU ARE HEREBY
NOTIFIED THAT YOU HAVE A RIGHT TO
PETITION THE SUPERIOR COURT FOR
THE COUNTY IN WHICH THE MORT-
GAGE PREMISES ARE SITUATED, WITH
SERVICE UPON THE MORTGAGEE,
AND UPON SUCH BOND AS THE COURT
MAY REQUIRE TO ENJOIN THE SCHED-
ULED FORECLOSURE SALE. The prop-
erty will be sold subject to all unpaid
real estate taxes and all other liens and
encumbrances, which may be entitled to
precedence over the Mortgage. Notwith-
standing any title information contained
in this notice, the Mortgagee expressly
disclaims any representations as to the
state of the title to the Property involved
as of the date of the notice of the date of
sale. The property to be sold at the sale is
"AS IS WHERE IS".

TERMS OF SALE: A deposit of Five
Thousand (\$5,000.00) Dollars in the
form of a certified check, bank treasur-
er's check or other check satisfactory to
Mortgagee's attorney will be required to
be delivered at or before the time a bid is
offered. The successful bidder(s) will be
required to execute a purchase and sale
agreement immediately after the close of
the bidding. The balance of the purchase
price shall be paid within thirty (30) days
from the sale date in the form of a cer-
tified check, bank treasurer's check or
other check satisfactory to Mortgagee's at-
torney. The Mortgagee reserves the right
to bid at the sale, to reject any and all
bids, to continue the sale and to amend
the terms of the sale by written or oral
announcement made before or during the
foreclosure sale. Dated at West Warwick,
Rhode Island on June 3, 2011 Wells Fargo
Bank, NA By it's Attorney, Steven M.
Austin, Esquire, Marinecoast Law Group,
P.C. 1350 Division Road, Suite 301, West
Warwick, RI 02893 (401) 234-9200 MLG
File # 11-02998FC, 843337 6/7, 6/14,
06/21/2011.
(UL - June 7, 14, 21)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue and in execution of the Power
of Sale contained in a certain mortgage
given by Anthony A. Colman (the "Mort-
gagor") to Mortgage Electronic Registra-
tion Systems, Inc., and now held by Na-
tionstar Mortgage LLC (the "Mortgagee");
said mortgage dated April 14, 2006, and
recorded with the Merrimack County
Registry of Deeds in Book 2885 at Page
486 (the "Mortgage"), pursuant to and
breach of the conditions in said Mortgage
and for the purpose of foreclosing the
same will be sold at:

Public Auction

on

Tuesday, June 28, 2011

12:00 PM

Said sale to be held directly on the
mortgaged premises hereinafter de-
scribed and having a present address
of 36 Broadway, Pembroke, Merrimack
County, New Hampshire. The premises
are more particularly described in the
mortgage.

For Mortgagor's Title see deed dated
April 14, 2006 and recorded in Book
2885 at Page 483 with the Merrimack
County Registry of Deeds.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA
479:25, YOU ARE HEREBY NOTIFIED
THAT YOU HAVE A RIGHT TO PETI-
TION THE SUPERIOR COURT FOR THE
COUNTY IN WHICH THE MORTGAGED

date of sale. The property to be sold at
the sale is "AS IS WHERE IS".

TERMS OF SALE

A deposit of Five Thousand (\$5,000.00)
Dollars in the form of a certified check or
bank treasurer's check or other check
satisfactory to Mortgagee's attorney will
be required to be delivered at or before
the time a bid is offered. The success-
ful bidder(s) will be required to execute
a purchase and sale agreement immedi-
ately after the close of the bidding. The
balance of the purchase price shall be
paid within thirty (30) days from the sale
date in the form of a certified check, bank
treasurer's check or other check satisfac-
tory to Mortgagee's attorney. The Mort-
gagee reserves the right to bid at the sale,
to reject any and all bids, to continue the
sale and to amend the terms of the sale
by written or oral announcement made
before or during the foreclosure sale. The
description of the premises contained in
said mortgage shall control in the event
of an error in this publication.

Dated at Newton, Massachusetts, on
June 1, 2011.

BANK OF AMERICA,
NATIONAL ASSOCIATION
By its Attorneys,
Wayne E. George, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201105-1232 - RED

(UL - June 7, 14, 21)

Legal Notice

MORTGAGEE'S NOTICE OF SALE OF REAL PROPERTY

By virtue of a Power of Sale contained
in a certain mortgage given by Reginald
F. Grover and Robin J. Grover (the
Mortgagor(s)) to Mortgage Electronic
Registration Systems, Inc, dated Decem-
ber 30, 2005 and recorded with the Mer-
rimack County Registry of Deeds at Book
2860, Page 1019 (the "Mortgage"), which
mortgage is held by The Bank of New York
Mellon, as Successor Indenture Trustee
under NovaStar Mortgage Funding Trust,
Series 2006-1, the present holder of said
Mortgage, pursuant to and in execution
of said power and for breach of conditions
of said Mortgage and for the purposes of
foreclosing the same will sell at:

Public Auction

on

Wednesday, June 29, 2011

at

4:00 p.m.

Said sale being located on the mort-
gaged premises and having a present
address of 99 Tote Road, Boscawen, Mer-
rimack County, New Hampshire. The
premises are more particularly described
in the Mortgage.

For mortgagor(s)' title see deed re-
corded with the Merrimack County Reg-
istry of Deeds in Book 2496, Page 1251.

NOTICE

PURSUANT TO NEW HAMPSHIRE RSA
479:25, YOU ARE HEREBY NOTIFIED
THAT YOU HAVE A RIGHT TO PETI-
TION THE SUPERIOR COURT FOR THE
COUNTY IN WHICH THE MORTGAGED
PREMISES ARE SITUATED, WITH SER-
VICE UPON THE MORTGAGEE, AND
UPON SUCH BOND AS THE COURT MAY
REQUIRE TO ENJOIN THE SCHEDULED
FORECLOSURE SALE.

The Property will be sold subject to all
unpaid real estate taxes and all other
liens and encumbrances which may be
entitled to precedence over the Mortgage.
Notwithstanding any title information
contained in this notice, the Mortgagee
expressly disclaims any representations
as to the state of the title to the Property

ARE SITUATED WITH SERVICES UPON
THE MORTGAGEE, AND UPON SUCH
BOND AS THE COURT MAY REQUIRE
TO ENJOIN THE SCHEDULED FORE-
CLOSURE SALE. These premises will be
sold and conveyed subject to and with
the benefit of all rights, rights of way,
restrictions, easements, covenants, liens
or claims in the nature of liens, improve-
ments, public assessments, any and all
unpaid taxes, tax liens, water and sewer
liens and any other municipal assess-
ments or liens or existing encumbrances
of record which are in force and are ap-
plicable, having priority over said mort-
gage, whether or not reference to such
restrictions, easements, improvements,
liens or encumbrances is made in the
deed. TERMS OF SALE: A deposit of TEN
THOUSAND DOLLARS (\$10,000.00) by
certified or bank check will be required to
be paid by the purchaser at the time and
place of sale. The balance is to be paid by
certified or bank check at ABLITT | SCO-
FIELD, 304 Cambridge Road, Woburn,
Massachusetts 01801 other terms and
conditions will be provided at the place
of sale. The description of the premises
contained in said mortgage shall control
in the event of an error in this publica-
tion. OTHER TERMS; IF ANY, TO BE AN-
NOUNCED AT THE SALE. Present holder
of said mortgage, HSBC Bank USA, N.A.
as Trustee for the registered holders of
Renaissance Equity Loan Asset-Backed
Certificates, Series 2007-3, By its At-
torneys, ABLITT | SCOFIELD P.C., 304
Cambridge Road Woburn, Massachusetts
01801 Telephone: 781-246-8995 Fax:
781-246-8994 6/7/2011 6/14/2011
6/21/2011 C27.0119
(UL - June 7, 14, 21)

Legal Notice

WEBSITE BIDS

The Board of Trustees of the Hamp-
stead Public Library in Hampstead, New
Hampshire is accepting sealed proposals
to port its existing website, www.Hamp-
steadLibrary.org to an Open Source Con-
tent Management System (CMS) platform
with a database backend.

Sealed envelopes shall be marked as
"Hampstead Public Library Website,"
and will be accepted until 10:00 am on
Tuesday, June 28, 2011 at the Hamp-
stead Public Library, 9 Mary E. Clark
Drive, Hampstead, NH 03841.

A proposal specification package may
be obtained from the Hampstead Public
Library during normal working hours
(9:00 am to 5:00 pm Monday, Tuesday,
Thursday; 1:00 pm to 8:00 pm Wednes-
day; 9:00 am to 6:00 pm Friday; and 9:00
am to 2:00 pm on Saturday) or by send-
ing an email to

pthrasher@hampstead.lib.nh.us.

(UL - June 7)

Legal Notice

The State of New Hampshire is solicit-
ing bids for a service contract providing
presort flat mailing services. Specifica-
tions and bid forms may be obtained at
<http://www.admin.state.nh.us/purchasing>,
Bid #1308-12, or at the Bureau
of Purchasing, 25 Capitol Street, Room
102, Concord, NH. All bids must be sub-
mitted to the Bureau of Purchasing no
later than 2:00 p.m. on June 16, 2011.

Tammy Nelson

Administrative Services

(UL - June 6, 7, 8)

Going Online?
See more public notices at
www.unionleader.com

