

79 HLC



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

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

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

August 20, 2018

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to exercise the option to extend the contract with New Hampshire Print & Mail Services Concord NH, 03301 (VC #156842) to extend the provisions of presort mailing services in an amount not to exceed \$301,214 increasing the total contract amount from \$451,821.00 to \$753,035.00 and to extend the end date from December 31, 2018 to December 31, 2020. The original contract was approved by Governor and Executive Council on December 16, 2015, item #113. This agreement will become effective upon Governor and Executive Council approval for the period of January 1, 2019 through December 31, 2020. Funding source: **100% Other Funds**

Funds are available in the following account for FY 2019 and anticipated to be available upon continued appropriation of funds for FY2020 and FY 2021 with the authority to adjust encumbrances in each of the State fiscal years through the budget Office if necessary and justified.

01-14-14-14510-80500000 Department of Administrative Services, Division of Plant & Property, Centralized Mail Distribution

| <u>Account</u> | <u>FY2019</u> | <u>FY2020</u> | <u>FY2021</u> |
|----------------------------|---------------|---------------|---------------|
| 020-500216 Current Expense | \$ 75,303 | \$ 150,607 | \$ 75,304 |

EXPLANATION

On December 16, 2015 (item#113) the Governor and Executive Council approved a three year contract for Presort Letter & Flat Mail Services with a two year extension clause. The three year portion is set to expire December 31, 2018. The Department of Administrative Services wishes to exercise the extension clause in the contract through December 31, 2020.

Approval to extend this contract will allow New Hampshire Print & Mail Services Inc. to pick up first-class mail at three state locations, barcode, presort and deliver the State of New

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
August 20, 2018
Page 2 of 2

Hampshire's mail to the US Postal Service the same business day. New Hampshire Print & Mail Services Inc. will charge a service fee of \$0.017 per piece to the State for this service resulting in a savings over US Postal Service retail postage costs which will result in an annual savings to the State of approximately \$300,000 for US Postal Service Commercial letter & flat mail service.

Based on the foregoing, I am respectfully recommending approval of the extension to the contract for two additional years with New Hampshire Print & Mail Services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus". The signature is fluid and cursive, with the first name "Charles" and last name "Arlinghaus" clearly distinguishable.

Charles M Arlinghaus
Commissioner

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

This First Amendment (hereinafter referred to as the "Amendment"), dated this 1st day of August, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and NH Print & Mail Services, Concord, NH 03301 & Argyle Associates, Inc., (hereinafter referred to as "the Contractor") for Presort Mail Services.

WHEREAS, pursuant to an agreement approved by Governor & Executive Council on December 16, 2015 (item #113) effective January 1, 2015 and set to expire December 31, 2018; (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain presort barcode mail services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

- 1) Amendment and Modification of the Agreement: The Agreement is hereby amended as follows:
 - (A) The completion Date as set forth in Item 1.7 of the Agreement shall be changed from December 31, 2018 to December 31, 2020.
 - (B) The Price Limitation as set forth in Item 1.8 shall be changed from \$451,821 to \$753,035.
 - (C) The Payment Terms as set forth in Exhibit B expiration date shall be changed from December 31, 2018 to December 31, 2020 and the amount not to exceed \$451,821 shall be changed to \$753,035.
 - (D) All other provisions of the Agreement, approved by Governor and Executive Council on December 16, 2015 (item #113), shall remain in full force and effect.

ARGYLE ASSOCIATES, INC.,
d/b/a NH PRINT & MAIL SERVICES

By: Kevin Boyarsky
Kevin Boyarsky
(Print Name)

Title: President

Date: 8-8-18

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 8th day of August, 2018

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

KEVIN BOYARSKY

And acknowledge that he executed this document indicated above.

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

Richard F. Bean
(Notary Public/Justice of the Peace)

My commission expires:

RICHARD F. BEAN, Notary Public
My Commission Expires August 14, 2018
(Date)

STATE OF NEW HAMPSHIRE

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

Title: Commissioner
Department of Administrative Services

Date: 8/30/18

OFFICE OF THE ATTORNEY GENERAL

By: Dianne Martin
Dianne Martin
(Print Name)

Title: Senior Assistant Attorney General

Date: 8/30/18

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

Signed: _____

(Print Name)

Title: _____

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 PRINT & MAIL SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on October 13, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 660425

Certificate Number : 0004180318



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of September A.D. 2018.

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

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

OFFICE OF SECRETARY OF STATE
CERTIFIED COPY

I, David M. Scanlan, Deputy Secretary of State of the State of New Hampshire, do hereby certify that the attached is a true copy of NAME RENEWAL(10/13/2016), as a New Hampshire Trade Name of NEW HAMPSHIRE PRINT & MAIL SERVICES as filed in this office and held in the custody of the Secretary of State.

Business ID: 660425

Certificate Number: 4180320



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of September A.D. 2018.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a horizontal line.

David M. Scanlan
Deputy Secretary of State

Business Information

Business Details

| | |
|--|---|
| Business Name: ARGYLE ASSOCIATES, INC. | Business ID: 541413 |
| Business Type: Domestic Profit Corporation | Business Status: Good Standing |
| Business Creation Date: 07/29/2005 | Name in State of Incorporation: Not Available |
| Date of Formation in Jurisdiction: 07/29/2005 | |
| Principal Office Address: 30 Terrill Park Drive, Concord, NH, 03301, USA | Mailing Address: 30 Terrill Park Drive, Concord, NH, 03301, USA |
| Citizenship / State of Incorporation: Domestic/New Hampshire | |
| | Last Annual Report Year: 2018 |
| | Next Report Year: 2019 |
| Duration: Perpetual | |
| Business Email: kevin@nhprintmail.com | Phone #: 603-496-8180 |
| Notification Email: NONE | Fiscal Year End Date: NONE |

Principal Purpose

| S.No | NAICS Code | NAICS Subcode |
|------|------------------|---------------|
| 1 | OTHER / printing | |

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

| | |
|-----------------------------|---|
| Name: | Burger, Peter F, Esq |
| Registered Office Address: | Orr & Reno PA 45 S Main Street, Concord, NH, 03301, USA |
| Registered Mailing Address: | Orr & Reno PA 45 S Main Street, Concord, NH, 03301, USA |

Trade Name Information

| Business Name | Business ID | Business Status |
|--|-------------|-----------------|
| Print Solutions and Copy Services (/online/BusinessInquire/TradeNameInformation? businessID=355580) | 545541 | Expired |
| New Hampshire Mailing Services (/online/BusinessInquire/TradeNameInformation? businessID=481128) | 660426 | Active |
| New Hampshire Print & Mail Services (/online/BusinessInquire/TradeNameInformation? businessID=482447) | 660425 | Active |
| NH Motor Graphics (/online/BusinessInquire/TradeNameInformation? businessID=525054) | 685122 | Expired |

Trade Name Owned By

| Name | Title | Address |
|------|-------|---------|
|------|-------|---------|

Trademark Information

| Trademark Number | Trademark Name | Business Address | Mailing Address |
|------------------|----------------|------------------|-----------------|
|------------------|----------------|------------------|-----------------|

No records to view.

[Filing History](#)
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 [Name History](#)
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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
[\(/online/Home/ContactUS\)](#)

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August 8, 2018

NH Print & Mail Corporate Resolution

To whom it may concern,

I, Kevin Boyarsky, am the President, Secretary, and Treasurer of Argyle Associates, Inc., DBA New Hampshire Print & Mail Services as registered with the State of New Hampshire, and the only officer and sole member of the Board of Directors. I am the only one who can execute documents on behalf of NH Print & Mail

Submitted:

A handwritten signature in black ink, appearing to read 'K Boyarsky', written over a horizontal line.

Kevin Boyarsky, President

8-5-18

Date

Subscribed and sworn to before me on August 5, 2018 (date)

In Concord, NH (town, state) located in Concord Merrimack (county)

Donna F. Baron (Signature and seal of Notary Public)

My commission expires DONNA F. BARON, Notary Public (date)

~~My Commission Expires December 3, 2019~~





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2018

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

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

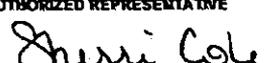
| | | |
|--|---|--------------------------------------|
| PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301 | CONTACT NAME: Sherri A. Cole, ACSR | |
| | PHONE (A/C, No, Ext): (603) 715-9764 | FAX (A/C, No): (603) 225-7935 |
| E-MAIL ADDRESS: scole@davlistowle.com | | |
| INSURED Argyle Associates, Inc. DBA NH Print & Mailing Services 30 Terrill Park Drive Concord, NH 03301 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: MMG Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |
| NAIC # 15997 | | |

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 | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS |
|------|---|------|------|---------------|------------|------------|--|
| LT | | INSR | INSR | | DATE | DATE | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | BP10617034 | 10/11/2017 | 10/11/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | KA10617034 | 10/11/2017 | 10/11/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | KU10617034 | 10/11/2017 | 10/11/2018 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

| | |
|---|--|
| CERTIFICATE HOLDER State of New Hampshire Administrative Services Department 25 Capitol Street, #120 Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|



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

VICKI V. QUIRAM
 Commissioner
 (603)-271-3201

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

November 24, 2015

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a service contract with New Hampshire Print & Mail Services Inc., (vendor # 156842), Concord, NH, to coordinate and provide Presort Letter and Flat Mailing Services for the State of New Hampshire. The total amount for the contract shall not exceed \$451,821.00 upon Governor and Council approval, for the period effective January 1, 2016 through December 31, 2018, with the option to renew for an additional two (2) year period subject to Governor and Council approval. **100% Other Funds**

Funds are available in the following account for FY 2016 and FY 2017 and anticipated to be available upon continued appropriation of funds through FY 2018, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

01-14-14-14510-80500000 DEPT. OF ADM.SERVICES-BUREAU OF ADMINISTRATIVE SERVICES

| <u>Account</u> | <u>FY 2016</u> | <u>FY 2017</u> | <u>FY 2018</u> |
|----------------------------|-----------------------|-----------------------|-----------------------|
| 020-500216 Current Expense | \$ 150,607 | \$ 150,607 | \$ 150,607 |

EXPLANATION

The current contracts for Presort Letter & Flat Mailing Services is set to expire December 31, 2015. The Bureau of Purchase and Property issued a Request for Bid ("RFB") on September 24, 2015. Sixteen (16) 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 October 8, 2015, two bids were received. New Hampshire Print & Mail Services Inc. was the vendor offering the lowest cost in total. This contract currently compares to the existing two contracts in place with no change in price, no premium costs and using the same class of postage.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
November 24, 2015
Page 2 of 2

Approval of this contract will allow New Hampshire Print & Mail Services Inc. to pick up first-class mail at four state locations, presort and flat mail on the same day to the U.S. Postal Service. This process qualifies the State for the following per piece discounts: 0.069 per piece for 1 oz. mail, 0.289 per piece for 2 oz. mail and .0249 per piece for 3 oz. mail. New Hampshire Print & Mail Services Inc. will charge a service fee of \$0.017 per piece to the State for this service resulting in a savings of \$0.052 per piece for 1 oz. mail, \$0.0272 per piece for 2 oz. mail and \$0.232 per piece for 3 oz. mail, resulting in an annual savings to the State of approximately \$300,000 for 1 and 2 oz. letter size mail.

Respectfully submitted,



Vicki V. Quiram
Commissioner

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
 BID #1770 -16
 10/8/2015 @ 1:30 PM
 State Contract for
 Presort Letter and Flat Mailing Svs

Awarded

NH Print & Mail Services

SECTION 1 - COMMERCIAL PRESORT FIRST-CLASS MAIL LETTERS

Table 1

| Mail Category (1-3 oz.) | Volume (State FY15) | | Unit Price | | Extended Price |
|----------------------------|---------------------|---|------------|---|----------------|
| 3 DIGIT/AADC AUTO | 4,165,344 | X | 0.017 | = | \$ 70,810.85 |
| MIXED AADC AUTO | 122,520 | X | 0.017 | = | \$ 2,082.84 |
| NON-AUTOMATED | 190,301 | X | 0 | = | \$ - |
| 5 DIGIT BARCODE | 3,175,832 | X | 0.005 | = | \$ 15,879.16 |
| Sub Total (Extended price) | | | | | \$ 88,772.85 |

*if you are offering a credit to the State against the difference between the presort 3-digit and the 5-digit, please insert \$0 here and indicate the credit in the table below. If a credit is being offered, the credit shall be applied against the volume of 1,700 pieces and shall be deducted from the total for award.

Table 2

| Mail Category (1-3 oz.) | Volume | | Unit Credit | | Extended Price (if applicable) |
|----------------------------|-----------|---|-------------|---|--------------------------------|
| 5 Digit Bar-Coded | 3,175,832 | X | -0.005 | = | \$ (15,879.16) ** |
| Sub Total (Extended price) | | | | | \$ (15,879.16) |

** If you are not offering a credit to the State against the difference between the presort 3-digit and 5-digit, please insert \$0 here

Table 3

Basis of Award Section 1 Presort Mailing Services

| | | | | | |
|-------------------------------|-----------|---|--|---|----------------|
| Sub-Total Table 1 | 4,329,247 | X | | = | \$ 88,772.85 |
| Sub-Total Table 2 | 3,175,832 | X | | = | \$ (15,879.16) |
| Sub Total (Extended price) ** | | | | | \$ 72,893.69 |

** Basis of award

SECTION 2 - COMMERCIAL PRESORT FIRST-CLASS MAIL FLAT

Table 1

| Mail Category (1-13 oz.) | Volume (State FY15) | | Unit Price | | Extended Price |
|----------------------------|---------------------|---|------------|---|----------------|
| 3/5 DIGIT AUTO | 73,008 | X | 0.17 | = | \$ 12,411.36 |
| AADC AUTO | 26,776 | X | 0.04 | = | \$ 1,071.04 |
| MIXED AADC AUTO | 13,836 | X | 0.12 | = | \$ 1,660.32 |
| NON AUTOMATED | 8,553 | X | 0.32 | = | \$ 2,736.96 |
| Sub Total (Extended price) | | | | | \$ 17,879.68 |

Table 2

| Mail Category (1-13 oz.) | Volume | | Unit Credit | | Extended Price (if applicable) |
|----------------------------|--------|---|-------------|---|--------------------------------|
| 3/5 Digit Bar-Coded | 73,008 | X | 0 | = | ** |
| Sub Total (Extended price) | | | | | 0 |

** If you are not offering a credit to the State against the difference between the presort 3-

Table 3

Basis of Award Section 2 Presort Mailing Services

| | | | | | |
|-------------------------------|---------|---|--|---|--------------|
| Sub-Total Table 1 | 122,164 | X | | = | \$ 17,879.68 |
| Sub-Total Table 2 | 73,008 | X | | = | 0 |
| Sub Total (Extended price) ** | | | | | \$ 17,879.68 |

** Basis of award

JLS Mailing Services

SECTION 1 - COMMERCIAL PRESORT FIRST-

Table 1

| Mail Category (1-3 oz.) | Volume (State FY15) | | Unit Price | | Extended Price |
|----------------------------|---------------------|---|------------|---|----------------|
| 3 DIGIT/AADC AUTO | 4,165,344 | X | 0.016 | = | \$ 66,645.50 |
| MIXED AADC AUTO | 122,520 | X | 0.016 | = | \$ 1,960.32 |
| NON-AUTOMATED | 190,301 | X | 0.016 | = | \$ 3,044.82 |
| 5 DIGIT BARCODE | 3,175,832 | X | 0.016 | = | \$ 50,813.31 |
| Sub Total (Extended price) | | | | | \$ 122,463.95 |

*If you are offering a credit to the State against the difference between the presort 3-digit and the 5-digit, please insert \$0 here and indicate the credit in the table below. If a credit is being offered, the credit shall be applied against the volume of 1,700 pieces and shall be deducted from the total for award.

Table 2

| Mail Category (1-3 oz.) | Volume | | Unit Credit | | Extended Price (if applicable) |
|----------------------------|-----------|---|-------------|---|--------------------------------|
| 5 Digit Bar-Coded | 3,175,832 | X | 0 | = | \$ - |
| Sub Total (Extended price) | | | | | \$ - |

** If you are not offering a credit to the State against the difference between the presort 3-digit and 5-

Table 3

Basis of Award Section 1 Presort Mailing Services

| | | | | | |
|-------------------------------|-----------|---|--|---|---------------|
| Sub-Total Table 1 | 4,329,247 | X | | = | \$ 122,463.95 |
| Sub-Total Table 2 | 3,175,832 | X | | = | \$ - |
| Sub Total (Extended price) ** | | | | | \$ 122,463.95 |

** Basis of award

SECTION 2 - COMMERCIAL PRESORT FIRST-CLASS

MAIL FLAT

Table 1

| Mail Category (1-13 oz.) | Volume (State FY15) | | Unit Price | | Extended Price |
|----------------------------|---------------------|---|------------|---|----------------|
| 3/5 DIGIT AUTO | 73,008 | X | 0.34 | = | \$ 24,822.72 |
| AADC AUTO | 26,776 | X | 0.34 | = | \$ 9,103.84 |
| MIXED AADC AUTO | 13,836 | X | 0.34 | = | \$ 4,704.24 |
| NON AUTOMATED | 8,553 | X | 0.34 | = | \$ 2,908.02 |
| Sub Total (Extended price) | | | | | \$ 41,538.82 |

Table 2

| Mail Category (1-13 oz.) | Volume | | Unit Credit | | Extended Price (if applicable) |
|----------------------------|--------|---|-------------|---|--------------------------------|
| 3/5 Digit Bar-Coded | 73,008 | X | 0 | = | ** |
| Sub Total (Extended price) | | | | | 0 |

** If you are not offering a credit to the State against the difference between the presort 3-

Table 3

Basis of Award Section 2 Presort Mailing Services

| | | | | | |
|-------------------------------|---------|---|--|---|--------------|
| Sub-Total Table 1 | 122,164 | X | | = | \$ 41,538.82 |
| Sub-Total Table 2 | 73,008 | X | | = | 0 |
| Sub Total (Extended price) ** | | | | | \$ 41,538.82 |

** Basis of award

Subject: Presort Letter and Flat Mailing Services

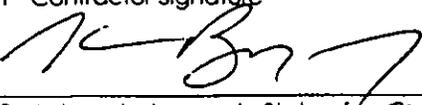
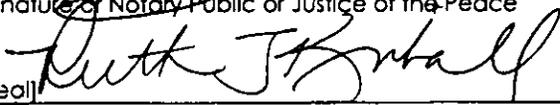
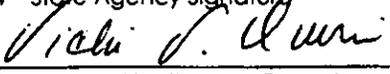
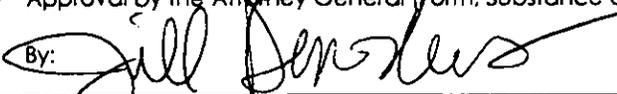
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|--|--------------------------------------|
| 1.1 State Agency Name Administrative Services | | 1.2 State Agency Address State House Annex, 25 Capitol Street Concord NH 03301 | |
| 1.3 Contractor Name NH Print & Mail Services VC 156842 B001 | | 1.4 Contractor Address 30 Terrill Park Drive Concord NH 03301 | |
| 1.5 Contractor Phone Number 603-226-4300 | 1.6 Account Number 141510-80500000-020-500216 | 1.7 Completion Date December 31, 2018 | 1.8 Price Limitation \$451,821.00 |
| 1.9 Contracting Officer for State Agency Ronald White, 603-271-6877 | | 1.10 State Agency Telephone Number 603-271-2355 | |
| 1.11 Contractor Signature  | | 1.11 Name and Title of Contractor Signatory Kevin Boyarsky, President | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>11/24/15</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] | | RUTH J. KIMBALL, Notary Public State of New Hampshire My Commission Expires March 26, 2020 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace RUTH J. KIMBALL, Administrative Services | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/7/15</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL

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

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



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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

NH Mailing Services, Inc (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Presort Letter and Flat Mailing Services in accordance with the bid/proposal submission in response to State Request for Bid/Proposal #1770-16 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 1770-16

3. TERM OF CONTRACT

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on December 31, 2018, a period of approximately three (3) years, unless extended for additional terms.

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

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

COMMERCIAL PRESORT FIRST-CLASS MAIL LETTERS:

Commercial First-Class Mail Presorted Letters are charged at one price for the first 2-ounces, with separate prices for pieces over 2 ounces up to 3 ounces.

The term "presort mailing services" shall mean the process by which the mailer prepares mail so that it is sorted to at least the finest extent required by the standards for the rate claimed. Generally, presort is performed sequentially, from the lowest (finest) level to the highest level, to those destinations specified by standard and is completed at each level before the next level is prepared. Not all presort levels are applicable in all situations.

- 1. Presort Services as used herein shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work under the Scope of Services herein and under the terms and conditions contained in any resultant contract. The State shall not reimburse for travel time or mileage.
- 2. Terms used for Presort levels are defined as follows:

- 5-digit Barcode: the delivery address on all pieces includes the same 5-digit ZIP Code
- 3-digit/AADC Auto: the ZIP Code in the delivery address on all pieces begins with the same three digits.
- Mixed AADC Auto: the ZIP Code on the delivery address on all pieces begins with one of the 3-digit prefixes and processed by the USPS as a single scheme (as identified in the Domestic Mail Manual)
- Non-Automated: Address does not qualify for Pre-sort Rates.

COMMERCIAL PRESORT FIRST-CLASS MAIL FLAT:

First-Class Mail flat prices are charged per ounce or fraction thereof, any fraction of an ounce is considered a whole ounce, for example if a piece weighs 1.2 ounces, the weight (postage) increment is 2.0 ounces.

The term "flat mail" as used herein shall mean a mail piece that exceeds one of the dimensions for the letter-sized mail, but that does not exceed the maximum dimension for the mail processing category. Dimensions are different for automation rate flat-sized mail eligibility. Flat-size mail may be unwrapped, sleeved, wrapped or enveloped.

- Estimated flat rate on a daily basis is approximately 250 to 1,000
- Flat mail is metered at the 3-digit rate up to 13 oz.

Category A:

Commercial First-Class Presorted Flats (1.0 – 13.0 oz. Flats)

Machinable (5.0 – 15.0 oz. Flats)

Automation-Compatible Mail - Mail that is prepared according to USPS standards so it can be scanned and processed by automated mail processing equipment such as a barcode sorter.

Machinable Mail is defined as piece is machinable if it can be sorted on Postal Service processing equipment. Machinable mailing pieces must meet specific standards, including size, shape, weight and be tabbed if not sealed.

The Contractor must ensure a minimum of 90%, presort eligibility or shall credit the difference for the cost of presort to the State at the regular first class rate.

PRE-SORT LETTER AND FLAT MAIL:

1. The Contractor shall pick-up the State's mail (mail meeting the requirements for first class presorting) at approximately 3:15 PM daily, Monday through Friday, at the four locations in Concord as described below:

ADMINISTRATIVE SERVICES

25 Capitol Street
Concord, NH 03301

HEALTH & HUMAN SERVICES

129 Pleasant Street
Concord, NH 03301

DEPARTMENT OF SAFETY
33 Hazen Drive
Concord, NH 03301

DEPARTMENT OF TRANSPORTATION
7 Hazen Drive
Concord, NH 03301

The State reserves the right to change the pick-up locations, delete and/or add additional locations.

2. The Contractor shall 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 for notification purposes 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: Kurt Ekstrom
Phone: (603) 271-4641
E-mail: kekstrom@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: MICHAEL CUTTING
PHONE: (603) 223-8082
E-mail: michael.cutting@dos.nh.gov

DEPARTMENT OF TRANSPORTATION
7 Hazen Drive
Concord, New Hampshire
Name: Steven Blanchette
Phone: (603) 271-3475
E-mail: sblanchette@dot.state.nh.us

3. The State shall meter and date all mail with the same days date with Concord, NH

indicia into trays and covers for pick-up. The above listed State agencies shall generate a daily pick-up slip which details the number of trays, the total piece count and an authorized signature.

4. The Contractor shall deliver the presorted mail the same day to the appropriate New Hampshire Post Office which handles automated mail.
5. The Contractor shall process all mail in accordance with the Domestic Mail Manual (most current edition) established by the U.S. Postal Service.
6. The Contractor shall pay any and all fees assessed by the U.S. Postal Service to establish drop ship authorization.
7. Sub Contractor's will only be allowed upon receiving written approval in advance from the Contracting Officer. The Contractor must provide a list of proposed subcontractor's that they plan to utilize with this bid. Said sub-contractors must meet the minimum experience requirements as detailed herein.
8. 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.
9. 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.
10. The Contractor agrees that any damage 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.
11. The Contractor shall provide correspondence and submittals to:
Department of Administrative Services
Attn: Mailroom
State House Annex
25 Capitol Street RM#33
Concord, NH 03301

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

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #1770-16, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

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

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

8. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

9. INSURANCE

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

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide presort letter and flat mailing services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$451,821.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as December 31, 2018.

2. PRICING STRUCTURE

| COMMERCIAL PRESORT FIRST CLASS MAIL LETTERS | |
|---|-------------------|
| Mail Category (1-3 oz.) | Unit Price |
| 3 DIGIT/AADC AUTO | \$ 0.017 |
| MIXED AADC AUTO | \$ 0.017 |
| NON-AUTOMATED | 0.00 * |
| 5 DIGIT BARCODE | \$ 0.005 |
| *Non-bar coded pieces are billed at the USPS First Class rate: No additional cost/fee shall be paid to the Contractor by the State. | |

| Mail Category (1-3 oz.) | Unit Credit/Per Piece |
|--------------------------------|------------------------------|
| 5 Digit Bar-Coded | -0.005 |

Unit price (per piece), to include a unit credit, as stated herein is a fixed price and shall not be subject to increase or decrease with any postal rate fee changes; such unit cost (per piece), to include a unit credit, shall remain in effect for the term of the contract.

The Contract prices shall include providing all material, 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.

| COMMERCIAL PRESORT FIRST-CLASS MAIL FLAT | |
|---|-------------------|
| Mail Category (1-13 oz.) | Unit Price |
| 3/5 DIGIT AUTO | \$ 0.17 |
| AADC AUTO | \$ 0.04 |
| MIXED AADC AUTO | \$ 0.12 |
| NON AUTOMATED | \$ 0.32 |

Payments 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 90% or greater presort or shall credit the difference for the cost of presort to the State at the regular first-class rate.

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

The invoice shall be sent to the following address:

Department of Administrative Services Attn: Mailroom
State House Annex
25 Capitol Street RM#33
Concord, NH 03301

4. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

**EXHIBIT C
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

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 Print & Mail Services is a New Hampshire trade name registered on October 13, 2011 and that Argyle Associates, Inc. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of November, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

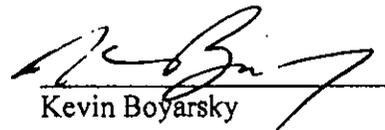
ARGYLE ASSOCIATES, INC.
MEETING OF THE DIRECTOR
BY WRITTEN CONSENT

I, the undersigned, being the sole director of Argyle Associates, Inc. (the "Corporation"), hereby consent to the following action:

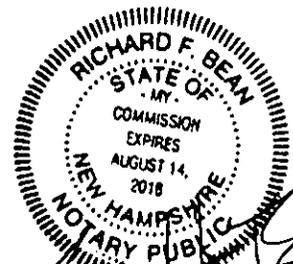
VOTED: Pursuant to RSA 293-A:8.21 and RSA 293-A:8.23, this written consent shall take the place of a meeting of the director and shall constitute a written waiver of notice thereof.

FURTHER
VOTED: To authorize the Corporation to enter into a Contract with the State of New Hampshire, acting by and through the Commissioner's Office of the Department of Administrative Services, providing for the performance by the Corporation of certain presort flat mailing services.

FURTHER
VOTED: To authorize Kevin Boyarsky, President, on behalf of the Corporation, to negotiate, execute and deliver the Contract and any and all other documents that are necessary, desirable or appropriate to accomplish the same.


Kevin Boyarsky

Intended effective date: November 24, 2015
1399490_1



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 November __, 2015, which meeting was duly held in accordance with New Hampshire law and the by-laws of the Corporation:

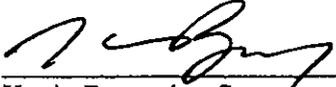
RESOLVED: That Argyle Associates, Inc. enter into a Contract with the State of New Hampshire, acting by and through the Commissioner's Office of the Department of Administrative Services , providing for the performance by the Corporation of certain presort flat mailing services, and the President of the Corporation is hereby authorized and directed for and on behalf of the Corporation to enter into the said Contract 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:

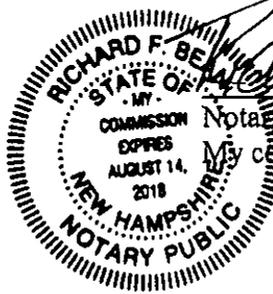
| | |
|----------------|-----------|
| Kevin Boyarsky | President |
| Kevin Boyarsky | Treasurer |
| Kevin Boyarsky | Secretary |

Dated this 24 day of November, 2015.


Kevin Boyarsky, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 24th day of November, 2015, 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.

 *Richard F. Bean*
Notary Public
My commission expires: 8/14/2018