

JAR 23

New Hampshire
Department of Agriculture.
Markets & Food

January 16, 2018

Shawn N. Jasper, Commissioner

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

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets & Food, Division of Agricultural Development (DAMF) to enter into a contract with NH Print & Mail Services (vendor code #165757), 30 Terrill Park Dr., Concord, NH 03301 in the amount of \$33,800.00 for the mailing preparation and management of the Weekly Market Bulletin publication produced by the NH Department of Agriculture, Markets & Food, effective upon Governor and Council approval through July 29, 2020. 100% General Funds.

Funding is available in account, Div of Agricultural Development, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Funds are available as follows: 02-18-18-185010-28100000 Div. of Agricultural Development

<u>ACCOUNT</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>TOTAL</u>
020-500217 Printing	\$8,410	\$12,120	\$12,120	\$1,150	\$33,800

EXPLANATION

The New Hampshire Department of Agriculture, Markets & Food (DAMF) produces the Weekly Market Bulletin publication and sends it out weekly to approximately 3,000 paid subscribers. The contract with NH Print & Mail Services is to address each piece for mailing, sort by zip code per the Post Office, deliver the weekly mailing to the Post Office by determined deadline and manage subscription renewal mailings. NH Print & Mail Services was the winner of a bidding process managed by the NH Bureau of Graphic Services.

Respectfully submitted,


Shawn N. Jasper
Commissioner

Proposal Bid Summary

Proposal Number: 0074

Req No:

Closing Date: 7/24/2017

Closing Time: 11:00 AM

Project Title: WEEKLY MARKET BULLETIN MAILING

Responding Vendor: N.H. PRINT & MAIL SERVICES, INC.

Proposal Amount: \$36,360.00

Quantity Information: 156 ISSUES X 36 MONTHS

Working Days to Proof:

Working Days to Delivery:

Is Vendor Able To Meet Specified Delivery:

Delivery Stated by Vendor if Unable to Meet Specified Delivery:

Comments:

Responding Vendor: FIRST RESORT MARKETING

Proposal Amount: \$44,508.00

Quantity Information: 156 ISSUES X 36 MONTHS

Working Days to Proof:

Working Days to Delivery:

Is Vendor Able To Meet Specified Delivery:

Delivery Stated by Vendor if Unable to Meet Specified Delivery:

Comments:

Responding Vendor: MAILWAYS INC.

Proposal Amount: \$58,170.00

Quantity Information: 156 ISSUES X 36 MONTHS

Working Days to Proof:

Working Days to Delivery:

Is Vendor Able To Meet Specified Delivery:

Delivery Stated by Vendor if Unable to Meet Specified Delivery:

Comments:

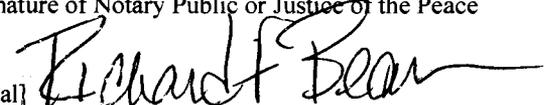
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS for WEEKLY MARKET BULLETIN MAILING CONTRACT

1. IDENTIFICATION.

1.1 State Agency Name NH Dept. of Agriculture, Markets & Food		1.2 State Agency Address 25 Capitol St., Concord, NH 03301	
1.3 Contractor Name NH Print & Mail Services, Inc. VC 165757		1.4 Contractor Address 30 Terrill Park Dr., Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-4300	1.6 Account Number 10-28100000-500217	1.7 Completion Date July 29, 2020	1.8 Price Limitation \$33,800.00
1.9 Contracting Officer for State Agency Daniel Ostroth		1.10 State Agency Telephone Number (603) 271-2505	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kevin Boyarsky, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>10/10/17</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 RICHARD F. BEAN, Notary Public My Commission Expires August 14, 2018			
1.14 State Agency Signature  Date: <u>12/11/17</u>		1.15 Name and Title of State Agency Signatory Shawn N. Jasper, 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>1/19/18</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.

CONTRACT FOR WEEKLY MARKET BULLETIN MAILING

EXHIBIT A

MAILING SERVICES TO BE PROVIDED BY CONTRACTOR

1.0 OVERVIEW

- 1.1 New Hampshire Print & Mail Services, Inc. (hereafter, "Contractor") hereby enters into a contract with the State of New Hampshire, Dept. of Agriculture Markets & Food (hereafter "NHDAMF"). This document, "EXHIBIT A," sets forth the performance duties of New Hampshire Print & Mail Services, Inc. under the contract.
- 1.2 The Contractor shall perform list hygiene, presort, address and mail NH Dept. of Agriculture's publication "The Weekly Market Bulletin" and its subscription renewal postcards as set forth below and in accordance with the requirements of Bid #Graphics 0074-18.
- 1.3 This mailing contract will be in effect from the date of its approval through the Weekly Market Bulletin issue of Wednesday, July 29, 2020.

2.0 WEEKLY CONTRACT DUTIES:

- 2.1 Weekly, Contractor shall perform a CASS-certified delivery point validation of a mailing list of variable size, estimated to be around 3,000 records, provided by NHDAMF. This validation shall include a check against the USPS NCOA^{Link} database.
- 2.2 Contractor shall perform an electronic presort of the mailing list to the finest level of carrier route sortation in order to obtain the lowest possible postage on periodical mail. Upon completion of the presortation, Contractor shall notify NHDAMF of the required postage amount so a timely payment to the Postal Service can be made.
- 2.3 Contractor shall print out tray tags and hard copy documentation of the mailing to be provided to the US Postal Service with the physical mail delivery.
- 2.4 Contractor shall receive the Weekly Market Bulletin newsletters from NHDAMF's printer each Wednesday sometime in the noon hour or earlier.
- 2.5 Newsletters will come already folded to the final mailpiece size of 8-7/8" x 4". Contractor shall tab the folded newsletters in accordance with postal standards using clear wafer seats; and address and barcode all copies, either by label or direct imprint.
- 2.6 Contractor shall perform a physical sortation of the mailing using all applicable sorting, traying, bundling, bagging or other mail preparation procedures as currently prescribed by the US Postal Service to attain the lowest possible postage cost for NHDAMF on periodical mail.
- 2.7 Contractor shall separate copies destined for the 035, 036 and 037 zip code areas and prepare them for USPS Priority Mail shipment to the White River Junction, VT Postal Sectional Center Facility.
- 2.8 Contractor shall deliver all copies thus prepared, together with mailing documentation, to the Manchester, NH Postal Sectional Center Facility by no later than 5:00 p.m. each Wednesday, the same day they were printed. Contractor shall meet the 5:00 p.m. same-day deadline every week of the contract without fail.

Contractor Initials: LSB

Date: 10-10-17

3.0 MONTHLY CONTRACT DUTIES:

- 3.1 Monthly, Contractor shall receive a new subscription renewal mailing list from NHDAMF, varying in quantity but averaging around 500 records per month.
- 3.2 Contractor shall perform a CASS-certified delivery point validation of all records on the list, including checking the list against the USPS NCOA^{Link} database.
- 3.3 Contractor shall perform an electronic presort of the subscription renewal list to obtain the lowest possible postage on postcard mail and notify NHDAMF of the expected postage cost.
- 3.4 Contractor shall print out tray tags and hard copy documentation of the subscription renewal postcard mailing to be provided to the US Postal Service with the physical mail delivery.
- 3.5 Contractor shall address and barcode the subscription renewal postcards provided to them by NHDAMF's printer, either by labeling or direct imprint.
- 3.6 Contractor shall perform all applicable sorting, traying, bundling, bagging or other mail preparation procedures as currently prescribed by the US Postal Service to attain the lowest possible postage cost for NHDAMF on the subscription renewal postcard mailing.
- 3.7 Contractor shall deliver the postcard mailing, together with documentation, to the US Post Office in Manchester, NH.

4.0 SEMI-ANNUAL CONTRACT DUTIES:

- 4.1 Semi-annually, Contractor shall print out and deliver to NHDAMF a hard copy of the current Market Bulletin subscriber list.

5.0 INVOICING:

- 5.1 The Contractor shall invoice NHDAMF at the end of each month for the mailing services actually performed and the quantities actually handled in that month.
- 5.2 The Contractor shall be responsible for keeping its accounts receivable information up to date with the State by means of timely changes made to its Authorized Vendor Application at the State's online Vendor Resource Center.
- 5.3 The Contractor may choose to offer a discount for payment within 15 days of receipt of invoice.
- 5.4 The Contractor shall notify the End User of any billing payments not received within 60 days or more.

6.0 LIST OWNERSHIP AND CONFIDENTIALITY: The Contractor shall protect, keep confidential and refrain from using for any other purpose, the subscriber lists and the renewal mailing lists, including all iterations, updates and modifications, regarding them as the sole property of NHDAMF. Contractor will not furnish the information contained in any of these lists, in whole or in part, to any other party in any form whatsoever, either during the term of this contract or after, except by express written permission from the Commissioner of NHDAMF.

Contractor Initials: _____



Date: _____

10-10-17

CONTRACT FOR WEEKLY MARKET BULLETIN MAILING

EXHIBIT B

DUTIES AND PRIVILEGES OF THE STATE OF NH UNDER THE CONTRACT

1.0 OVERVIEW

- 1.1 The State of New Hampshire, acting through its Dept. of Agriculture, Markets & Food (NHDAMF), hereby enters into a contract with New Hampshire Print & Mail Services, Inc. ("Contractor"). This document, "EXHIBIT B," sets forth the duties and privileges of the Dept. of Agriculture under the contract.
- 1.2 NHDAMF shall retain the mailing services of the Contractor and pay for them in accordance with the provisions of this contract and the Vendor's Bid Offer of NH Bid #Graphics 0074-18.
- 1.3 This mailing contract will be in effect from the date of its approval through the Weekly Market Bulletin issue of Wednesday, July 29, 2020.

2.0 ITEMS TO BE PROVIDED WEEKLY BY NH DEPT. OF AGRICULTURE

- 2.1 Every Thursday afternoon or Friday morning during the effective period of the contract, NHDAMF shall provide to the Contractor by e-mail an updated address list in MS Access 2010 for Windows 10, to be used in the following Wednesday's Market Bulletin mailing.
- 2.2 Every Wednesday, NHDAMF shall provide to the Contractor, through its separately contracted printer, a sufficient quantity of freshly printed Weekly Market Bulletin Newsletters with which to perform the required weekly mailing.
- 2.3 The provided newsletters will be in the form of a single 17-3/4" x 12" sheet, printed and folded to approximately 8-7/8" x 4" size. The newsletters will be delivered to the Contractor's manufacturing premises by no later than the noon hour.

3.0 ITEMS TO BE PROVIDED MONTHLY BY NH DEPT. OF AGRICULTURE

- 3.1 Monthly, NHDAMF shall provide to the Contractor a new subscription renewal mailing list, varying in quantity but averaging around 500 records per month.
- 3.2 Monthly, NHDAMF shall provide to the Contractor, through its separately contracted printer, a sufficient quantity of Weekly Market Bulletin subscription renewal postcards with which to perform the required monthly mailing.

4.0 AMOUNTS TO BE PAID

- 4.1 In return for the Contractor's mailing services, NHDAMF shall pay the Contractor as follows:
 - 4.1.1 For list hygiene, presorting, addressing and mailing the Weekly Market Bulletin Newsletter: \$210.00 per issue, adjustable up or down as quantity varies by \$6.50 per hundred.

Contractor Initials:

148

Date:

10-10-2017

4.1.2 For list hygiene, presorting addressing and mailing the subscription renewal postcards: \$100.00 per monthly mailing, adjustable up or down as quantity varies by \$2.70 per hundred.

4.1.3 For semi-annual hard copy printouts of the subscriber list: no charge.

4.2 NHDAMF shall not be beholden to pay the Contractor for any postage. All postage costs for the Weekly Market Bulletin and subscription renewal cards shall be paid directly to USPS through an account held by NHDAMF at the Manchester, NH US Post Office.

5.0 OTHER PROVISIONS REGARDING PAYMENT

5.1 NHDAMF shall make payments on the Contractor's invoices to the Contractor's accounts receivable address listed in the State of New Hampshire's Integrated Financial System, which is derived from information provided by the Vendor on the Authorized Vendor Application.

5.2 NH Dept. of Agriculture shall make payments on Contractor's invoices within thirty (30) days following receipt of invoice.

6.0 LIST OWNERSHIP AND CONFIDENTIALITY:

6.1 Both the subscriber list and the renewal mailing list, including all iterations, updates and modifications, shall be the sole property of the NH Dept. of Agriculture, Markets & Food. NHDAMF shall have sole discretion over how the lists are used, in whole or in part, and to whom they may be provided. Under this contract, NHDAMF authorizes their use only for the purposes of mailing the Weekly Market Bulletin, mailing the Weekly Market Bulletin subscription renewal postcards and printing out the semiannual subscriber list for NHDAMF. Dissemination of the list(s) or any part of the list(s) to any other party is prohibited. The express written permission of the Commissioner of NHDAMF shall be required in order to use these mailing lists for any other purpose or to provide them to any other party.

7.0 EARLY CONTRACT TERMINATION:

7.1 In the event of poor or problematic Contractor performance on this contract, NHDAMF shall provide to the Contractor a written notification specifying the difficulties. If the noted problems are not satisfactorily remedied within 30 calendar days after receipt of the written notification, NHDAMF shall have the right to cancel and re-bid this contract.

7.2 **In the Event of Non-Appropriation of Funds** – Notwithstanding anything in 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 those 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.

Contractor Initials: _____

(LS)

Date: _____

10-10-2017

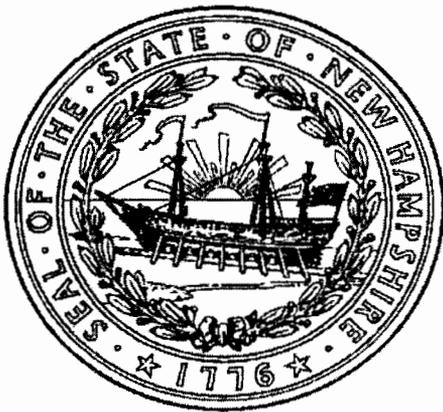
State of New Hampshire

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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of October A.D. 2017.

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

William M. Gardner
Secretary of State

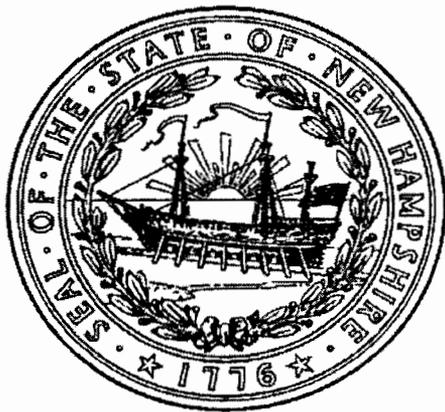
State of New Hampshire

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 Profit Corporation registered to transact business in New Hampshire on July 29, 2005. 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: 541413



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of October A.D. 2017.

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

William M. Gardner
Secretary of State



December 6, 2017,

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:

Kevin Boyarsky
Kevin Boyarsky, President

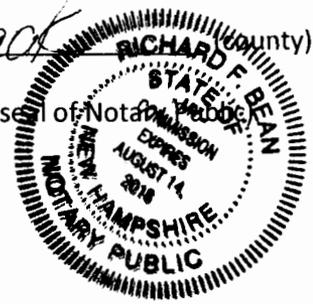
12/6/17
Date

Subscribed and sworn to before me on 12/6/2017 (date)

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

Richard F. Bean (Signature and seal of Notary Public)

My commission expires 8/14/2018 (date)



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





ARGYASS-01

SCOLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2017

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 E-MAIL ADDRESS: scole@davistowle.com FAX (A/C, No): (603) 225-7935
INSURER(S) AFFORDING COVERAGE	
NAIC #	
INSURER A : MMG Insurance Company 15997	
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 SUBR: INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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 - COMPI/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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2018

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 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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Kelley Massey PHONE (A/C, No, Ext): (603) 224-2562 E-MAIL ADDRESS: kmassey@rowleyagency.com	FAX (A/C, No): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Argyle Associates, Inc. dba NH Print & Mail Services 30 Terrill Park Drive Concord NH 03301-5105	INSURER A: New Hampshire Employers Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17/18 wc **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 INSP	SUBR WVD	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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED 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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Excluded Officer: Kevin Boyarsky ECC-600-4000810-2017A 3A States: NH	10/11/2017	10/11/2018	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
PER STATUTE	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)
 Covering operations of the insured.

CERTIFICATE HOLDER State of NH Dpt. of Agriculture P.O. Box 2042 Concord, NH 03302-2042	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 Rhonda Noble/RLN <i>Rhonda L. Noble</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE

BUREAU OF GRAPHIC SERVICES

PRINTING PROJECT REQUEST FOR BID

BID NUMBER: 0074-18

BID TITLE: Weekly Market Bulletin Mailing

CLIENT: NH Dept. of Agriculture, Markets & Food

SUBMISSION DEADLINE: 11:00 a.m. EDT Monday, July 24, 2017

E-MAIL BIDS TO: Printing.Bids@nh.gov

Contents

Cover Page	1
Instructions for Correct Bid Submission	2
Additional Information About Bids and Bid Submission	3 – 4
Public Disclosure of Bid Information	5
Bid Transmittal Letter	6
Contract Language: General Conditions and Instructions	7
Contract Language: Contract Terms and Conditions	8 – 9
Project Specifications	10 – 13
Vendor’s Bid Proposal Page	14

INSTRUCTIONS FOR CORRECT BID SUBMISSION

In order to submit a bid that we can consider, you must fill out and return the "State of New Hampshire Bid Transmittal Letter" found on page 6 of this bid document, as well as the "Vendor's Bid Proposal" page found after the specifications.

The following requirements also apply to bids and/or bidders:

- 1) **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property prior to receiving a contract award. See the following website for information on obtaining and filing the required forms (no fee): <https://das.nh.gov/purchasing/vendorresources.asp>. Contact us at (603) 271-3205 or write to Jill.Foster@nh.gov if you need assistance.
- 2) **SUBMIT YOUR BID ON TIME** – The date and time given for the submission deadline is a hard and fast cutoff. If your bid arrives one minute after that time, it will definitely be disqualified.
- 3) **PUT A PROPER SIGNATURE ON THE "STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER"** – This form must be signed by an official of your company who has the authority to obligate the company in a binding contract, usually a senior officer of the company. The signature certifies that your company agrees to be contractually bound by all our terms and conditions and project specifications in the event that we award you the project. Note that notarization is not required of all bidders, but only of the winning bidder, after receipt of notification from us.
- 4) **SUBMIT YOUR BID ON OUR FORM** – Your bid proposal must be made on our "Vendor's Bid Proposal" page. A house quote sheet will not be accepted in lieu of a properly executed bid.
- 5) **DO NOT STIPULATE TERMS AND CONDITIONS** – We are unable to accept a bid that stipulates any terms and conditions other than our own or that takes exception to any of ours.
- 6) **BID ON THE SPECIFICATIONS** – We can only award on a bid proposal that offers to meet or exceed the official specifications. Alternate bids will not have standing to be considered alongside compliant bids. We welcome suggestions of cost-saving alternate constructions, but we cannot accept any alternate proposal without first publishing an addendum or doing a re-bid to give all bidders the same opportunity.

ADDITIONAL INFORMATION ABOUT BIDS AND BID SUBMISSION

- 1) **HOW OUR BIDDING WORKS** – Bids are kept confidential until the submission deadline. The lowest qualified bid takes the order, assuming all things work out and an award is made. There is no second-round opportunity to sway the award decision by making an improved offer after first-round results are known.
- 2) **NO PREFERENCES** – State of New Hampshire procurement policies generally do not allow any vendor to receive preferential treatment for any reason. Bid awards are simply made on the basis of lowest delivered price from a qualified bidder. That means that in-state businesses, women-owned businesses, minority-owned businesses, veteran-owned businesses, and businesses that have a favorable past performance record are on equal footing with all other competitors. The only exception to this principle is in the case of a tied bid, as described below.
- 3) **TIED BIDS** – In the case of an exact tie, if one of the tied bidders is a New Hampshire business and the other(s) are from another state, then the tie will be automatically decided in favor of the in-State bidder. If the tie is between two or more New Hampshire businesses, or between two or more out-of-state bidders, then the tie will be decided by a coin toss.
- 4) **BROKERING/SUBCONTRACTING** – Brokering or subcontracting for print or bindery services is generally allowed on most State of New Hampshire print work and may be assumed to be allowed unless the bid specifications explicitly prohibit it.

In any case where the State's contract awardee is brokering or subcontracting, that vendor shall be solely and entirely responsible to the State to meet all terms and conditions, specifications, deadlines and reasonable product quality expectations for the contract, the same as if they were producing the entire job themselves. The contract awardee shall also handle all communication, coordination, transportation, accountability and financial arrangements with its subcontractors; the State shall not have to interact with any subcontractor for any reason.

- 5) **APPROVED BID TRANSMISSION METHODS** – E-mail is now the preferred method of bid submission. Send bids to Printing.Bids@nh.gov. If necessary, bids may also be faxed, hand-delivered, or sent by common carrier. A hard copy bid is only required of the winning bidder, upon notification, so that we have "live" signatures and notarization on the bid transmittal letter on which the award is based.
- 6) **LATE BIDS** – All bids that arrive late will be disqualified. This includes late bid arrivals caused by couriers stuck in traffic jams, lost mail, slow carriers, fax bids delayed by busy telephone lines (ours or yours) or other technical glitches outside our control. In the event of a discrepancy between our fax machine's date and time stamp and yours, ours prevails. We will, of course, keep our fax machine set to the correct time.
- 7) **ATTENDING THE BID OPENING** – Bids will be opened and reviewed at the offices of NH Bureau of Graphic Services, 12 Hills Ave., Concord, NH, at the date and time given as the submission deadline. Interested parties may attend these openings and hear the prices offered.
- 8) **TENTATIVE BID AWARD DETERMINATION** – Upon opening and reviewing all bids, we will identify the lowest qualified bidder. If there are any questions that need to be resolved in order to make this determination, we may contact one or more of the bidders to request a clarification of their offer(s).
- 9) **CONTRACT AWARD** – Upon completing the review of all bids and making the low bid determination, we contact the client agency for approval to award the contract. The agency may elect to award the order as originally bid, but it also has the option to cancel the order or request a re-bid

with changed specs, as best suits their purposes and budget. If they choose to go ahead with the project as bid, we will issue a purchase order.

Our issuance of a State of NH purchase order establishes the contract and officially certifies to the recipient that they have been contracted and may begin chargeable work with full confidence of remuneration. If a vendor incurs costs by performing work or buying materials for a State of NH project before our purchase order has been issued to them, they do so at their own risk. In the event that the purchase order does not get issued for some reason, such costs will go uncompensated. The State of New Hampshire does not expect vendors to take this risk.

- 10) **RIGHT TO CANCEL A BID** – The State reserves the right to cancel a bid at any time. Neither initiating nor completing a RFB process obligates the State in any way to make a purchase.
- 11) **BID RESULTS** – After we have issued a purchase order for the contract, we will post a bid summary at our bid website. Bid results will not be given over the telephone at any time. When ready, the bid summary may be found online as follows:
 - A. Go: http://das.nh.gov/purchasing/bids_posteddate.asp?sort=PostedDate%20DESC
 - B. Type the bid number in the "Search by Bid #" field, then click on "Search".
 - C. The bid listing is displayed. In the "Status/Bid Results" column, click on "Closed".
 - D. A PDF file opens listing all the bidders and their offers. These will be listed in order from lowest to highest with the first being the winner. You can view, save or print this document.
 - E. The bid results document remains permanently available at this location and can be accessed much later to inform bidding strategy in the event the project comes to bid again for a reprint.

PUBLIC DISCLOSURE OF BID INFORMATION

DURING THE OPEN BIDDING PERIOD – Notwithstanding the State of NH's Right to Know Law, RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

FROM BID CLOSING TO AWARD – The time from the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity other than personnel from the Bureau of Graphic Services. If found in violation of this part, the bidder shall be deemed non-compliant and will no longer be allowed to proceed in the award process.

AFTER AWARD -- Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G: 37. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will, after completion of final negotiations with the selected vendor, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a Vendor as confidential.

Confidentiality Marking – Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in the following manner:

1. If the Vendor considers a portion of a page of a submission to be confidential, it shall highlight those portions of the page in yellow and note "confidential" beside the highlighting. Use of any other term, such as "proprietary", "not for public use", or "for client's use only", is not acceptable.
2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked "confidential," clearly noting to which section or part of the bid or proposal the segregated materials pertain. Marking an entire bid, proposal, attachment or full sections thereof as confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State.
3. Bids containing content marked as confidential must also include a letter to the person listed as the point of contact for the RFB. This letter must identify the specific page number(s) and section(s) of the information to be deemed as confidential and provide the rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing instructions.

Unmarked or Improperly Marked Submissions – It is specifically understood and agreed that the Vendor waives any claim of confidentiality over any portion of a bid or proposal that is not marked as indicated above, and that unmarked or improperly marked submissions may be disseminated to any person without limitation. Also, bids or proposals submitted with markings not in conformity with the foregoing provisions, or submitted without an explanation of the Vendor's rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (but subject to correction and cure).

Disclosure of Price Information – Notwithstanding any RFB or RFP provision to the contrary, Vendors' price proposals are subject to public disclosure regardless of whether or not they have been marked as confidential.

Handling of Disclosure Requests – If a request is made to the State by any person or entity to view or receive copies of any portion of a bid, proposal or other related materials that have not been marked as confidential, and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, then Vendors acknowledge and agree that the State may disclose such materials.

If the State receives a request to disclose information in a bid containing portions marked as confidential, the State is not obligated to comply with the Bidder's designations regarding confidentiality. The State will assess what information it believes is subject to release. It will then notify the Bidder that the disclosure request has been made; will indicate which, if any, portions of the proposal or related material will not be released; and it will tell the Bidder the planned date of release to the requestor. The State may release the information it considers subject to release on the date specified in the notification without any liability to the Bidder unless the Bidder obtains and provides to the State a court order enjoining the release of the requested information. Such court order would be at the Bidder's own sole expense, must be valid and enforceable in the State of New Hampshire, and must be received by the State prior to the specified release date.

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: Daniel J. Ostroth

Telephone: (603) 271-3205

Fax: (603) 271-1949

RE: Bid Submission

Project Title: Weekly Market Bulletin Mailing

Bid Number: 0074-18

Bid Submission Deadline: 11:00 a.m. EDT Monday, July 24, 2017

Dear Daniel Ostroth:

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID #0074-18 for Weekly Market Bulletin Mailing at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

- 1. The Vendor has reviewed and agrees to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid offer is effective for a period of 45 calendar days from the Bid Submission Deadline date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
d. Is currently debarred from performing work on any project of the federal government or the government of any state;
e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ Signor's Title _____

NOTARIZATION (Only the winning bidder is required to notarize, after receipt of notification. All others may leave blank.)

COUNTY: _____ STATE: _____ ZIP: _____

On the _____ day of _____, 2017, the above named, _____,

personally appeared before me in his/her capacity as authorized representative of _____,

known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

GENERAL CONDITIONS AND INSTRUCTIONS

Unless specifically amended or deleted by the NH Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Graphic Services.

Bids may be issued only by the Bureau of Graphic Services and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Graphic Services before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Graphic Services at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. The Division of Procurement and Support Services, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Graphic Services reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Graphic Services with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Graphic Services are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

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 ("Events of Default"):

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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; and

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 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; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

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

9. 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, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver 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 default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, 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 nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

12. 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 on, 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 shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. 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 below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. 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.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. 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.



NEW HAMPSHIRE BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID FOR NH STATE PRINTING PROJECT #0074-17

Project Specifications

PROJECT TITLE: Weekly Market Bulletin Mailing

CLIENT AGENCY: NH Dept. of Agriculture, Markets & Food (NHDAMF)

BID SUBMISSION DEADLINE: 11:00 a.m. EDT Monday, July 24, 2017.

NARRATIVE: This bid is for mailing services only and does not include print production.

The "Weekly Market Bulletin" is a weekly newsletter publication of the NH Dept. of Agriculture, Markets & Food (NHDAMF). Newsletter construction consists of a single 17-3/4" x 12" sheet, folded to 8-7/8" x 4" size. It gets printed and mailed to a variable subscriber list of approximately 3,000 recipients every Wednesday, 52 weeks per year. Because it contains fresh and highly time-sensitive commodity pricing information, its prompt distribution to subscribers through the US Postal Service is critical.

The Weekly Market Bulletin will be printed and folded every Wednesday morning at the NH Bureau of Graphic Services Print Shop in Concord, NH. It will be ready for the mailing services contractor no later than 12:00 p.m. each week. The recipient of this mailing contract will be expected to consistently perform to a tight schedule so that the mailing is prepared and delivered to the **Manchester NH** post office **no later than 5:00 p.m. each Wednesday**. Timeliness is absolutely essential! Vendors who cannot commit to provide timely performance each and every week should not submit a bid.

VENDOR QUALIFICATIONS: Each bidder must:

- Have the capability to presort periodical mail to the finest carrier route level.
- Be able, operationally and geographically, to perform the complete tabbing and mailing preparation and deliver the mailing to the Manchester, NH Sectional Center Facility of the US Postal Service by no later than 5:00 p.m. the same day, every Wednesday of the year without fail.

CONTRACT PERIOD: This mailing contract will have a duration of three years, or 156 weekly issues of the Bulletin. The first issue to be mailed under this contract will be that of Wednesday, August 2, 2017. The last issue will be that of Wednesday, July 29, 2020.

CONTRACT RENEWAL: There is no renewal option with this contract. Upon completion of its 3 year duration, it will expire. A bid process will be required in order to establish a new contract.

EARLY CONTRACT TERMINATION: NH Dept. of Agriculture, Markets & Food shall have the right to cancel and re-bid this contract for poor or problematic contractor performance that the contractor fails to correct or satisfactorily resolve within 30 calendar days after receipt of written notification from the client.

SPECIFICATIONS CONTINUE ON NEXT PAGE

CONTRACT DUTIES: Overview:

- 1) Weekly, vendor must perform a CASS-certified Delivery Point Validation of a supplied mailing list; must presort the list to obtain maximum savings on postage; must tab, address & barcode the mailpieces, must physically sort and separate the mailpieces using all applicable traying and bagging procedures for lowest postage cost, and must deliver the mailing to the US Post Office in Manchester, NH.
- 2) Monthly, for subscription renewal postcards, vendor must perform a CASS-certified Delivery Point Validation of the list; must presort, address & barcode, and prepare & mail the postcards.
- 3) Semi-annually, vendor must print out and deliver to NHDAMF a hard copy of the current Market Bulletin subscriber list.

Specific duties:

Each week, contractor shall:

- 1) Receive an updated list by e-mail from NHDAMF in MS Access 2010 for Windows 10 each Thursday afternoon or Friday morning, to be used in the following Wednesday's Market Bulletin mailing.
- 2) Perform a CASS-certified delivery point validation of the whole list, approximately 4,000 records, including checking the list against the USPS NCOA^{Link} database.
- 3) Perform an electronic presort of the list to obtain the lowest possible postage on periodical mail. This means you must have mailing software capable of taking advantage of all the USPS rate rules regarding periodical mail, to the finest level of carrier route sortation. Also, print out tray tags and hard copy documentation of the mailing to be provided to the US Postal Service with the physical mail delivery. Currently, the list consists of about 3,000 records, but may vary from as low as 2,000 to as high as 4,000 records, as the subscriber base fluctuates.
- 4) Upon completion of the presort, notify NH Department of Agriculture, Markets & Food of the required postage amount so a timely payment to the Postal Service can be made.
- 5) Obtain the Weekly Market Bulletin newsletters from NH Bureau of Graphic Services each Wednesday sometime in the noon hour or (normally) earlier. These will be already folded to the final mailpiece size of 8-7/8" x 4".
- 6) Tab the folded newsletters in accordance with postal standards using clear wafer seals; and address and barcode all copies, either by label or direct imprint.
- 7) Perform a physical sortation of the mailing using all applicable sorting, traying, bundling, bagging or other mail preparation procedures as currently prescribed by the US Postal Service to attain the lowest possible postage cost for NHDAMF on periodical mail.
- 8) Copies destined for the 035, 036 and 037 zip code areas shall be separated for USPS Priority Mail shipment to the White River Junction, VT Postal Sectional Center Facility.
- 9) Deliver all copies thus prepared, together with documentation, to the Manchester, NH Postal Sectional Center Facility by no later than 5:00 p.m. each Wednesday, the same day they were printed. Please note that commodity price information published in the Weekly Market Bulletin quickly becomes outdated and loses value to the readership. Therefore **performance to the 5:00 p.m. same-day deadline is of the essence and must be accomplished every week without fail.**

Each month, for the subscription renewal mailing:

- 1) Receive a new subscription renewal mailing list from NHDAMF, varying in quantity but averaging around 500 records per month.

SPECIFICATIONS CONTINUE ON NEXT PAGE

SPECIFIC CONTRACT DUTIES (cont'd):

Monthly, for the subscription renewal mailing (cont'd):

- 2) Perform a CASS-certified delivery point validation of all records on the list, including checking the list against the USPS NCOA^{Link} database.
- 3) Perform an electronic presort of the list to obtain the lowest possible postage on postcard mail. Notify NHDAMF of expected postage cost. Print out tray tags and hard copy documentation of the mailing to be provided to the US Postal Service with the physical mail delivery.
- 4) Address and barcode provided subscription renewal postcards, either by label or direct imprint.
- 5) Perform all applicable sorting, traying, bundling, bagging or other mail preparation procedures as currently prescribed by the US Postal Service to attain the lowest possible postage cost for NHDAMF.
- 6) Deliver the postcard mailing, together with documentation, to the US Post Office in Manchester, NH.

POSTAGE:

All postage costs for the Weekly Market Bulletin and the subscription renewal cards shall be paid directly by NHDAMF to USPS through their account held at the Manchester, NH US Post Office.

LIST OWNERSHIP AND CONFIDENTIALITY:

Both the subscriber list and the renewal mailing list, including all iterations, updates and modifications, shall be the sole property of the NH Dept. of Agriculture, Markets & Food. These data may only be provided to officials of the NH Dept. of Agriculture, Markets & Food. None of the information contained in any of these lists may be furnished by the mailing services contractor, in whole or in part, to any other party in any form whatsoever, either during the term of this contract or after, except by express written permission from the Commissioner of NHDAMF.

All bidders implicitly agree to honor and be contractually bound by these terms of list ownership and confidentiality in the event of receiving the contract award.

INVOICING:

The Mailing Contractor may invoice at the end of each month for the number of newsletters, subscription renewal mailings and list printouts actually handled in that month.

AWARD OF CONTRACT:

Postage as a factor – In evaluating the bids for this contract, we will consider not only each bidder's charge for mail preparation services, but also the postage costs that we project we will incur with each bidder over the life of the contract if we use their service. Over the years, we have seen that the level of postage savings offered by different mailing houses varies depending on the mailing software and techniques that they use. These differences in postage savings, accumulated over three years of mailing the Weekly Market Bulletin, can be quite substantial.

Method of Factoring Postage Into the Bid The most straightforward way to consider postage as part of the bid offer would be to distribute the current mailing list to all bidders and let them show their postage computation for it. However, to maximize confidentiality of the records, we want to avoid distribution of the list as much as possible. Thus we will furnish a recent iteration of the Market Bulletin mailing list only to the apparent lowest qualified bidder and request that they perform a trial presortation on it. We will then compare their postage to that generated on the same list by the vendor of record (if different), whose postage savings we have found in past bids to be the best achievable. If the low bidder's postage costs are high enough that they could nullify the bidder's price advantage on mailing preparation, then we will consider the next-lowest bid in the same way. And if that bidder also has postage costs that are significantly higher than our current contractor, then we will look at another, and so on. In short, we will test as sparingly as possible to determine who will be overall the lowest cost provider, using our current postage savings as a yardstick.

SPECIFICATIONS CONTINUE ON NEXT PAGE

Implicit agreement to perform a trial presortation upon request In submitting a bid, you agree to perform a trial presortation on a recent iteration of the weekly mailing list at no charge if requested and to keep all address records in the list confidential in that event. We anticipate making this request of only a few bidders at most.

Final award determination Using the one-week postage figure gained from the trial presorts to extrapolate life-of-contract postage, NH DAMF will evaluate bids, weighing together the multiple considerations of cost of service, cost of postage, proximity to the pickup and drop-off points in Concord and Manchester, NH, and ability, both stated and apparent, to consistently meet the 5:00 p.m. deadline.

In this bid evaluation, it may be necessary for NHDAMF to form a judgment regarding the ability of any particular bidder to consistently meet the schedule requirements of the contract under extremes of weather and other road conditions, given their geographic location relative to the printer and the Manchester Post Office.

The contract will be awarded to the mailing service provider who appears able in our judgment to consistently meet the required deadline each week and who offers the lowest total cost of postage and service over 36 months, based on 3,000 newsletters per week, 500 postcards per month and 2 subscriber list printouts per year.

MAKE BID PROPOSAL ON NEXT PAGE

REQUEST FOR BID

Project #0074-18: Weekly Market Bulletin Mailing / NHDAMF

VENDOR'S BID PROPOSAL

Vendor: _____

Contact: _____ Phone: _____

Proposed Pricing: Please quote for Mailing Services as described in the specifications and requested below. Prices must be in U.S. dollars, less federal excise tax, and must include pickup and delivery.

Weekly Market Bulletin Mailing

Price/issue @ 3,000 copies/issue: _____ x 156 issues = _____ Contract Total

As quantity varies from 3,000, per-issue price will be adjusted by \$ _____ per _____.

Monthly Subscription Renewal Postcard Mailing

Price per month, based on 500 pieces: _____ x 36 months = _____ Contract Total

As quantity varies from 500, price will be adjusted by (price per number of pieces) \$ _____ per _____.

Semi-annual Hard Copy Printouts of Subscriber List

Price per printout shipped or delivered to NHDAMF: _____ x 6 = _____ Contract Total

Contract Total (sum of the 3 types of work priced above, based on nominal quantities): _____

Turnaround:

Based on the printed Weekly Market Bulletin being available for pickup in Concord, NH no later than 12:00 p.m. each Wednesday, do you guarantee delivery of the complete mailing to the US Post Office in Manchester, NH by no later than 5:00 p.m. every Wednesday? Note that a "YES" answer is required for your bid to be considered. In the event you are awarded the contract, this "YES" will be taken as an ironclad performance commitment over the life of the contract. Failure to perform on this commitment may be construed as an event of default.

_____ YES

_____ NO

Additional Vendor Comments (attach extra pages if necessary): _____