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MILC

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

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

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

October 29, 2020

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Argyle Associates, Inc (vendor# 165757), Concord, NH to provide Presort Letter and Flat Mailing Services for the State of New Hampshire. The total amount of the contract shall not exceed \$441,000.00. The term shall be effective upon Governor and Council approval for the period January 1, 2021 through December 31, 2023 with the option to renew for an additional two (2) year period subject to Governor and Council approval. **100% General Funds.**

Funds are available in the following account for FY 2021 and anticipated to be available upon continued appropriation of funds through FY 2023, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

01-14-14-140510-80500000 Dept. of Administrative Services-Bureau of Administrative Services

	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
020-500216 Current Expense	\$73,500	\$147,000	\$147,000	\$73,500

EXPLANATION

The current contract for Presort Letter & Flat Mailing Services is set to expire December 31, 2020. The Bureau of Purchase & Property issued a Request for Bid ("RFB") on July 31, 2020. Nineteen (19) vendors received direct notification of this solicitation and the proposal was posted on the Bureau of Purchase and Property website. On October 21, 2020, two bids were received. Argyle Associates, Inc. DBA New Hampshire Print & Mail Services and JLS Mailing Services were the vendors offering the lowest costs for Commercial Presort First-Class Mail Letters and Commercial Presort First-Class Mail Flat, respectively.

His Excellency, Governor Christopher T. Sununu
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Approval of this contract will allow Argyle Associates, Inc. DBA New Hampshire Print & Mail Services to pick up Commercial Presort First-class Mail Letters at four state locations. This process qualifies the State for the following per piece discounts: 0.061 per piece for 1 oz. mail, 0.211 per piece for 2 oz. mail, and 0.361 per piece for 3 oz. mail.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2210

Bid Description	Presort Letter & Flat Mailing Services	Agency:	Statewide
Bid #	2367-21	Requisition #	N/A
Agent Name	Ryan Aubert	Bid Closing:	07/21/2020 2:00 PM

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	4,105,344	X	0.02	=	\$ 83,906.88
MIXED AADC AUTO	122,520	X	0.02	=	\$ 2,450.40
NON-AUTOMATED	190,301	X	0	=	\$ -
5 DIGIT BARCODE	3,175,832	X	0.005	=	\$15,879.16*
Sub Total (Extended price)					\$ 101,636.48

** 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 Barcode	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	=	\$ 101,636.48	
Sub-Total Table 2	3,175,832	X	=	\$15,879.16**	
Sub Total (Extended price)					\$ 85,757.32

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	4,105,344	X	0.0145	=	\$ 60,977.49
MIXED AADC	122,520	X	0.0145	=	\$ 1,776.54
NON-AUTOMATED	190,301	X	0	=	\$ -
5 DIGIT BARCODE	3,175,832	X	0.005	=	\$15,879.16*
Sub Total (Extended price)					\$ 78,053.18

** 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 Barcode	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	=	\$ 78,053.18	
Sub-Total Table 2	3,175,832	X	=	\$15,879.16**	
Sub Total (Extended price)					\$ 62,174.02

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	0.2	=	\$ 14,601.60
AADC AUTO	26,776	X	0.043	=	\$ 1,151.37
MIXED AADC AUTO	13,836	X	0.14	=	\$ 1,937.04
NON AUTOMATED	8,553	X	0.423	=	\$ 3,421.20*
Sub Total (Extended price)					\$21,111.21

** 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 (1-13 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-digit and 5-digit, please insert \$0 here.

Table 3

Basis of Award Section 2 Presort Mailing Services

Sub-Total Table 1	122,164	X	0.172	=	\$21,111.21**
Sub-Total Table 2	73,008	X	=	\$ -	
Sub Total (Extended price)					\$ 21,111.21

** 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 AU	73,008	X	0.22	=	\$ 16,061.76
AADC AUTO	26,776	X	0.18	=	\$ 4,819.68
MIXED AADC	13,836	X	0.08	=	\$ 1,106.88
NON AUTOMATED	8,553	X	0.3	=	\$25,659.90*
Sub Total (Extended price)					\$24,554.22

** 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 (1-13 oz.)	Volume		Unit Credit		Extended Price (if applicable)
3/5 Digit Bar	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-digit and 5-digit, please insert \$0 here.

Table 3

Basis of Award Section 2 Presort Mailing Services

Sub-Total Table 1	122,164	X	=	\$24,554.22**	
Sub-Total Table 2	73,008	X	=	\$ -	
Sub Total (Extended price)					\$ 24,554.22

** Basis of award

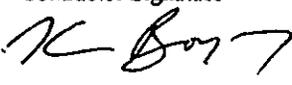
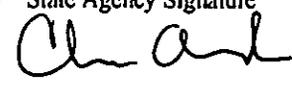
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Argyle Associates, Inc.		1.4 Contractor Address 30 Terrill Park Drive Concord, NH 03301	
1.5 Contractor Phone Number 603-226-4300	1.6 Account Number Various	1.7 Completion Date 12/31/2023	1.8 Price Limitation \$441,000.00
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature  Date: 10-27-20		1.12 Name and Title of Contractor Signatory Kevin Boyarsky, President.	
1.13 State Agency Signature  Date: 10/30/20		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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.

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.

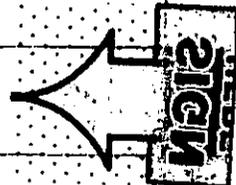
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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1.11 Contractor Signature  Date: 10-27-20		1.12 Name and Title of Contractor Signatory Kevin Boyarsky, President.	
1.13 State Agency Signature  Date: 10/30/20		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Takmina Rakhmatova</u> On: <u>11/2/2020</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials (US)
Date 10-27-20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Argyle Associates, 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 submission in response to State Request for Bid 2357-21 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2357-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2357-21."

3. TERM OF CONTRACT

The term of this Contract shall commence on January 1, 2021 or upon the approval by the Governor and Executive Council, whichever is later, and shall continue thereafter for a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for two (2) additional one-year extension terms thereafter under the same terms, conditions and pricing structure upon 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

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

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) 271-9007

E-mail:

KURT.EKSTROM@DHHS.NH.GOV

-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: TBD AT TIME OF AWARD
PHONE: (603) 271-2608
E-mail:

DEPARTMENT OF TRANSPORTATION
7 Hazen Drive
Concord, New Hampshire

Name: TBD at time of award

Phone: (603)271-3475

E-mail:

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. The State reserves the right to require the Contractor to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the Contractor services.
8. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
9. The Contractor agrees that any damage to buildings, materials, and equipment or to other property as a result of the performance of this service will be repaired at their own expense.
10. The Contractor shall provide correspondence and submittals to:
Department of Administrative Services Attn:
Mailroom
State House Annex
25 Capitol Street
RM#33
Concord, NH 03301

If more than one method of presort flat mail is employed (e.g. 3/5 digit, aadc auto, mxd aadc auto non-auto, Contractor shall include any service fees, total cost per piece and net savings by category.

Any additional cost for non-conforming pieces (e.g. surcharge or handling fee) which are intended to be paid by the State shall be included in the Contract.

Additional Requirements

Unless otherwise specified, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

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

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 #2357-21, 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. 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.

9. 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.

Contractor Initials CB
Date 10-17-23

**EXHIBIT C
METHOD OF PAYMENT**

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 B for an amount up to and not to exceed a price of \$441,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

COMMERCIAL PRESORT FIRST-CLASS MAIL FLAT	
Mail Category (1-13 oz.)	Unit Price
3/5 DIGIT AUTO	\$0.20
AADC AUTO	\$0.043
MIXED AADC AUTO	\$0.14
NON AUTOMATED	\$0.423

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 resort 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.

4. PAYMENT

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

Contractor Initials WJ
Date 10-27-20

EXHIBIT D

RFB #2357-21 is incorporated here within.

Contractor Initials
Date 10.17.20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2020

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: Rhonda Noble PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-6012 E-MAIL ADDRESS: rnoble@rowleyagency.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Argyle Associates, Inc. dba NH Print & Mail Services 30 Terrill Park Drive Concord NH 03301-5105	INSURER A: Atlantic Charter Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 20/21 WC only 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 INSD	SUBR LVVD	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 - COMPIOP 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	WCA00568502 Excluded: Kevin Boyarsky 3A States: NH	10/11/2020	10/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept of Administrative Services 26 Capital Street, Room 102 Concord, NH 03301	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>
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ARGYASS-01

SCALE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2020

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@davistowle.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: MMG Insurance Company		15997
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

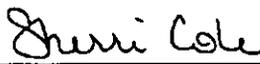
INSURED
 Argyle Associates, Inc.
 DBA NH Print & Mailing Services
 30 Terrill Park Drive
 Concord, NH 03301

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:			BP10617034	10/11/2020	10/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KA10617034	10/11/2020	10/11/2021	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 OED <input checked="" type="checkbox"/> RETENTION \$ 10,000			KU10617034	10/11/2020	10/11/2021	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 type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below.						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 Department of Administrative Services Bureau of Purchasing and Property 25 Capitol Street, RM120 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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State of New Hampshire

Department of 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 541413

Certificate Number: 0004969833



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of July A.D. 2020.

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

William M. Gardner
Secretary of State

Argyle Associates, Inc.
30 Terrill Park Drive
Concord, NH 03301

October 27, 2020

Argyle Associates, Inc. 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 Argyle Associates, Inc. dba NH Print & Mail.

Submitted:


Kevin Boyarsky, President

10-27-2020
Date

Subscribed and sworn to before me on 10-27-2020 (date)

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



RICHARD F. BEAN
Notary Public, State of New Hampshire
My Commission Expires Jan. 22, 2025

(Signature and seal of Notary Public)

My commission expires _____ (date)

