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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

5P

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 20, 2023

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 exercise a contract renewal option (Contract #8002747) with JLS Mailing Services, Inc. (VC#165757), Brockton, MA for presort letter and flat mailing services with no change to the price limitation of \$441,000.00 and extending the completion date from December 31, 2023 to December 31, 2024 effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on November 18, 2020, Item #139.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract (Contract #8002747) was approved by the Governor and Executive Council on November 18, 2020, Item #139.

The Department of Administrative Services, Bureau of Purchase and Property, issued a request for information (RFI) 2024-393 on October 12, 2023, to obtain market information on market conditions, pricing, and to determine if extending the contract with JLS Mailing Services, Inc. under the same terms for an additional year would be beneficial for the State.

RFI 2024-393 reached 22 vendors through the NIGP registry with an additional 2 vendors directly sourced. There was one response provided by the incumbent. In an attempt to generate additional responses to the RFI and determine if a request or bid (RFB) would be successful, the NIGP registry was analyzed to determine a company's potential to provide the required service. This resulted in seven vendors excluding the incumbents. These seven vendors were contacted directly. Of these seven, two vendors were capable of providing the required service but declined to respond to the inquiry. One of the vendor's production capacity would not allow them to take on additional business at this time, while the other, although capable, felt it was not a proper fit for their business. The remaining 5 vendors were not able to perform the required service. Follow-up emails were also sent to the remaining 15 vendors. One response was received declining participation in the RFI because their facility is located in Rhode Island and would not be able to provide the service.

The RFI did not uncover an opportunity to produce a successful request for bid at this time and JLS Mailing Services, Inc. is willing to maintain their current pricing under the contract (Contract

#8002747) for an additional year. It is the Bureau of Purchase and Property's intention to work with capable vendors to produce a successful RFP/RFB at the end of this extension. Based on this information and the RFI response it is recommended to extend this contract (Contract #8002747) for an additional year.

The currently assigned price limitation of \$441,000.00 is adequate and will cover the one-year contract (Contract #8002747) extension. The price limitation requirement is calculated from actual expenditures in business intelligence reports from the beginning of the contract (Contract #8002747), providing an accurate estimation of spend.

Contract financials	
Current limitation	\$441,000.00
Current limitation remaining balance	\$251,150.52
One year projected spend	\$62,174.02
Remaining limitation balance after amendment	\$188,976.50
Requested price limitation (no change)	\$441,000.00

Based on the foregoing, I am respectfully recommending approval of the amendment with JLS Mailing Services, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFI Summary

Bid Description			Presort Letter and Flat Mailing Services								
RFI#			2024-393								
Agent Name			Steven Burgess								
Qty.	UOM	Product Description	NH Print & Mail Sevices(formerly Argyle)	JLS Mailing Services	Mail Data Inc.	Crescent Lake Media	Rev T Strategies	Higher Standard Express	Ameliorated Data	Target Direct	Signature Printing
			Extended Cost	Extended Cost	Extended Cost	Extended Cost	Extended Cost	Extended Cost	Extended Cost	Extended Cost	Extended Cost
1	ea	Presort letter and flat mailing services	\$85,757.32	\$62,174.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total			\$85,757.32	\$62,174.02	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Estimated annual spend	\$62,174.02	Expiring contract annual	\$62,174.02
Estimated term spend	\$62,174.02	Expiring contract term	\$62,174.02
Add allowance for balance of product line		Cost increase/Savings X% or	\$0.00
Recommended price limitation	no change	Delta: new vs. expiring	0%

RC Brayshaw
Extended Cost
N/A
N/A

Recommendation Summary	
Statewide Contract or	8002747
Term of Contract	One year
Price Limitation	No change
Number of Responses	8
Number of Sourced bidders	2
Number of NIGP Vendors	22
Number of non-responsive	16
P-37 Checklist Complete	Yes
D&B Report Attached	N/A
Method of Payment (P-FOB Delivered)	P-Card and ACH
Expiring Contract Price	\$441,000.00
Total Cost Savings (\$/%)	\$0.00 0% Increase/Savings
Special Notes:	The incumbent was the only vendor to supply pricing. 8 vendors were contacted directly. Three vendors were capable of providing the service, but declined to respond with pricing. The remaining 5 were not able to provide the service.

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN JLS MAILING SERVICES, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PRESORT LETTER AND FLAT MAILING SERVICES
CONTRACT # 8002747**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 9th day of November, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and JLS Mailing Services, Inc. (hereinafter referred to as "the Contractor") for presort letter and flat mailing services.

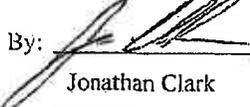
WHEREAS, pursuant to an agreement effective January 1, 2021 set to expire December 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain presort letter and flat mailing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 December 31, 2024
2. All other provisions of the Agreement, approved by the Governor and Executive Council on November 18, 2020, shall remain in full force and effect.

JLS MAILING SERVICES, INC.

By: 
Jonathan Clark

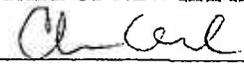
(Print Name)

GM / Director

Title: _____

Date: 11/09/2023

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus

(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 11-22-23

OFFICE OF THE ATTORNEY GENERAL

By: 

Duncan A. Edgar

(Print Name)

Title: Attorney

Date: November 27, 2023

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

Signed: _____

(Print Name)

Title: _____

Contractor Initials: 

Date: 11/9/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JLS MAILING SERVICES, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on July 29, 2015. 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: 729887

Certificate Number: 0006337645



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of October A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



672 Crescent St.
Brockton, MA. 02302
508-313-100
www.jlsms.com

Corporate Resolution of signing Authority

WHEREAS JLS Mailing Services, is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Director is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse, and deliver in the name of and on behalf of the corporation but shall not be limited to, and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, certificates, and other instruments of whatever nature entered into this corporation.

Name: Jonathan Clark
Position/Title: General Manager / Director
Telephone Number: 508-313-1028
Email Address: Jclark@jlsms.com

Signature _____

The Undersigned certifies that he is the properly elected and qualified Secretary of the books, records, and seal of JLS Mailing Services, a corporation duly conformed pursuant to the laws of the state of Massachusetts and New Hampshire and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the board of Directors of JLS Mailing Services, Inc. on November 7th 2023.

I, as authorized by JLS Mailing Services, hereby certify and attest that all the information above is true and correct.

Submitted:

James Clark, President

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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 9, 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 JLS Mailing Services, Inc., (vendor#267517), Brockton, MA 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 of 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. New Hampshire Print & Mail Services Inc. 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
and the Honorable Council
October 9, 2020
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Approval of this contract will allow JLS Mailing Services, Inc. to pick up Commercial Presort First-Class Mail Flat at four state locations. This process qualifies the State for the following per piece discounts: 0.203 per piece for 1 oz. mail, 0.203 per piece for 2 oz mail, and 0.203 per piece for 3 oz. mail.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus". The signature is fluid and cursive, with a large initial "C" and "A".

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 Auberl	Bid Closing:	8/21/2022 2:00 PM

SECTION 1 - COMMERCIAL PRESORT FIRST-CLASS MAIL LETTERS

Mail Category (1-3 oz.)	Volume (State FY15)		Unit Price		Extended Price
3 DIGIT/AADC AUTO	4,165,344	X	0.02	=	\$ 83,306.88
MIXED AADC AUTO	122,920	X	0.02	=	\$ 2,458.40
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.

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.

Basis of Award Section 1 Presort Mailing Services					
Sub-Total Table 1	4,279,247	X		=	\$ 101,636.48
Sub-Total Table 2	3,175,832	X		=	\$15,879.16**
Sub Total (Extended price)					\$ 85,757.32

SECTION 2 - COMMERCIAL PRESORT FIRST-CLASS MAIL FLAT

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	=	\$ 1,151.97
MIXED AADC AUTO	13,836	X	0.14	=	\$ 1,937.04
NON AUTOMATED	8,553	X	0.473	=	\$ 4,021.79*
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.

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.

Basis of Award Section 2 Presort Mailing Services					
Sub-Total Table 1	122,164	X	0.177	=	\$21,111.21**
Sub-Total Table 2	73,008			=	
Sub Total (Extended price)					\$ 21,111.21

** Basis of award

SECTION 1 - COMMERCIAL PRESORT FIRST-CLASS MAIL LETTERS

Mail Category (1-3 oz.)	Volume (State FY15)		Unit Price		Extended Price
3 DIGIT/AADC	4,165,344	X	0.0145	=	\$ 60,397.49
MIXED AADC	122,920	X	0.0145	=	\$ 1,779.54
NON-AUTOMATED	190,301	X	0	=	\$ -
5 DIGIT BARC	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.

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.

Basis of Award Section 1 Presort Mailing Services					
Sub-Total Table 1	4,279,247	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

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	=	\$25,554.96*
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.

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.

Basis of Award Section 2 Presort Mailing Services					
Sub-Total Table 1	122,164	X		=	\$24,554.22**
Sub-Total Table 2	73,008			=	
Sub Total (Extended price)					\$ 24,554.22

** Basis of award

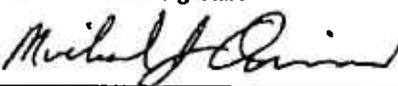
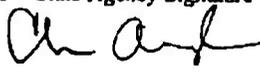
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

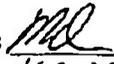
AGREEMENT

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 JLS Mailing Services, Inc.		1.4 Contractor Address 672 Crescent Street Brockton, MA 02302	
1.5 Contractor Phone Number 781-706-6361	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: 11-7-2020		1.12 Name and Title of Contractor Signatory Michael Quinn Sr. Marketing Executive	
1.13 State Agency Signature  Date: 11/4/20		1.14 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner	
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: <i>Takmina Rakhmatova</i> On: 11/5/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 11-7-2020

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.

Contractor Initials

MD
Date *9-7-2010*

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 MR
Date 9-7-20

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

JLS Mailing Services, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Presort Letter and Flat Mailing Services in accordance with the bid 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 FLATMAIL:

- 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@dhs.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, mxl 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 sub contractors 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.

**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

<u>COMMERCIAL PRESORT FIRST-CLASS MAIL LETTERS</u>	
Mail Category (1-3 oz.)	Unit Price
3 DIGIT/AADC AUTO	\$0.0145
MIXED AADC AUTO	\$0.0145
NON-AUTOMATED	-
5 DIGIT BARCODE	\$0.005

Mail Category (1-3 oz.)	Unit Credit/ Per Piece
5 Digit Barcode	\$0.005

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

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

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.

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 MSD
Date 9-7-2020

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

WMO
7-7-2020

EXHIBIT D

RFB #2357-21 is incorporated here within.

Contractor Initials MMR
Date 9-7-2020