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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov



Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 18, 2024

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. dba New Hampshire Print & Mail Services (VC#165757), Concord, NH in an amount up to and not to exceed \$582,470.62 for presort letter and flat mailing services with an option to extend up to four additional years effective upon Governor and Executive Council approval for the period of January 1, 2025, through December 31, 2029.

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

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for bid (RFB) 2918-24. This RFB reached 1,049 vendors through the NIGP electronic sourcing platform with an additional 5 vendors sourced. There was 1 response received with JLS Mailing Services, Inc. dba New Hampshire Print & Mail Services providing the lowest compliant response. Upon a follow-up audit with Vendors, the reasons for no-bid were due to the inability to fulfill the estimated quantities and timely needs of the State.

Upon approval of this contract with JLS Mailing Services, Inc. dba New Hampshire Print & Mail Services, will continue to provide statewide presort letter and flat mailing service needs for agencies for daily duties, public communication, and office management. These items are an integral part of agencies' ability to maintain daily State business.

The estimated annual spend of \$105,903.75 is based on estimated usage. The estimated term spend is \$529,518.75 for a five-year term. To ensure proper funds have been established, an additional 10% or \$52,951.87 was added for allowance for balance of product line of for any unforeseen costs. Resulting in a price limitation of \$582,470.62.

The bid summary shows an overall increase for the services provided for the 1-13 oz. flats. The United States Postal Service (USPS) instituted a change in service in July 2024 that allows the State to meter the 1-13 oz. flats currently metered at the Automated Area Distribution

Center (AADC) flat postage rate at the lower 5-digit flat postage rate. To receive this discount creates additional work for JLS Mailing Service, Inc. dba New Hampshire Print & Mail Services which results in a service fee increase. The \$21,158.48 price increase in service fees is offset by an estimated savings of \$31,067.61 in postage, resulting in an estimated savings of \$49,545.62 over the term of the contract.

Contract financials	
Estimated annual contract spend	\$105,903.75
Estimated contract term spend (5 years)	\$529,518.75
Estimated allowance for balance of product line	\$52,951.87
Recommended price limitation	\$582,470.62

Based on the foregoing, I am respectfully recommending approval of the contract with JLS Mailing Services, Inc dba New Hampshire Print & Mail Services.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Presort Letter & Flat Mailing Services	Agency	Statewide
RFB#	2918-24	Requisition#	NA
Agent Name	Claudia Roy	Bid Closing	6/21/2024 @ 9:00am

Indicates Award:

Qty.	UOM	Mail Category (1-3.5 oz.) Letters	NH Print & Mail		Expiring Contract (8002746)		
			Unit Cost	Extended Cost	Qty.	Unit Cost	Extended Cost
668,252	EA	AADC Auto	\$0.0145	\$9,689.65	4,165,344	\$0.0145	\$60,397.49
4,021,648	EA	5 Digit Barcode	\$0.0145	\$58,313.90	3,175,832	\$0.0145	\$46,049.56
Mail Category (1-13 oz.) Flats							
61,466	EA	3/5 Digit Auto	\$0.3900	\$23,971.74	73,008	\$0.2000	\$14,601.60
19,252	EA	AADC Auto	\$0.3900	\$7,508.28	26,776	\$0.0430	\$1,151.37
11,198	EA	Mixed AADC Auto	\$0.3900	\$4,367.22	13,836	\$0.1400	\$1,937.04
5,264	EA	Non Automated	\$0.3900	\$2,052.96	8,553	\$0.4230	\$3,617.92
Sub Total				\$105,903.75			\$127,754.98

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	5.00
Price Limitation	\$582,470.62
Number of Solicitations Received	1
Number of Sourced bidders	5
Number of NIGP Vendors Sourced	1,049
Number of non-responsive bidders	1,053
P-37 Checklist Complete	Yes
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes
Total Cost Increase	See Note Below

Special Notes: The bid summary shows an overall increase for the services provided for the 1-13 oz. flats. The United States Postal Service (USPS) instituted a change in service in July 2024 that allows the State to meter the 1-13 oz. flats currently metered at the AADC flat postage rate at the lower 5-digit flat postage rate. To receive this discount creates additional work for JLS Mailing Service, Inc. which results in a service fee increase. The \$21,158.48 price increase in service fees is offset by an estimated savings of \$31,067.61 in postage, resulting in an estimated savings of \$49,545.62 over the term of the contract.

Contract Savings from Lower Postage					
Weight (oz)	AADC Rate		5-Digit Rate		
1	\$1.21		\$0.87		-27.89%
2	1.482		1.144		-22.81%
3	1.752		1.414		-19.29%
4	2.022		1.684		-16.72%
5	2.302		1.964		-14.68%
6	2.582		2.244		-13.09%
7	2.862		2.524		-11.81%
8	3.142		2.804		-10.76%
9	3.422		3.084		-9.88%
10	3.722		3.384		-9.08%
11	4.022		3.684		-8.40%
12	4.322		3.984		-7.82%
13	4.622		4.284		-7.31%
	\$2.88		\$2.54		-13.81%
# of Pieces					
91,916.00	\$264,901.91		\$233,834.30		-11.73%
Postage Savings	\$31,067.61				
# of Pieces	New price	Amount		Old Price	Amount
61466	\$0.39	\$23,971.74		\$0.20	\$12,293.20
19252	\$0.39	\$7,508.28		\$0.04	\$827.84
11198	\$0.39	\$4,367.22		\$0.14	\$1,567.72
Service Fees		\$35,847.24			\$14,688.76
	Annual Service Increase	\$21,158.48			
	Contract Savings	\$49,545.62			

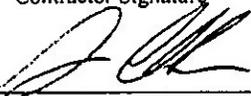
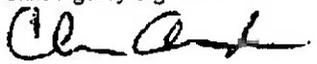
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name JLS Mailing Services, Inc. dba New Hampshire Print & Mail Services		1.4 Contractor Address 30 Terrill Park Drive Concord, NH 03301	
1.5 Contractor Phone Number 1-603-226-4300	1.6 Account Unit and Class Various	1.7 Completion Date December 31, 2029	1.8 Price Limitation \$582,470.62
1.9 Contracting Officer for State Agency Gary Lunetta, Director- Procurement and Support Services		1.10 State Agency Telephone Number 1-603-271-2101	
1.11 Contractor Signature  Date: 11/22/2024		1.12 Name and Title of Contractor Signatory Jonathan Clark, Director	
1.13 State Agency Signature  Date: 12/2/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: <i>Duncan A. Edgar</i> On: December 2, 2024			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 11/22/2024

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials 

Date 11/22/2021

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Contractor Initials JS

Date 11/22/2024

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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.

Contractor Initials SV

Date 11/22/2024

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials ESU

Date 11/22/2024

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. JLS Mailing Services, Inc. dba New Hampshire Print & Mail Services (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 #2918-24 and as described herein.

2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2918-24
- EXHIBIT E Contractor's Bid Response

2.2. 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) Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2918-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on January 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2029, a period of approximately five (5) years.
- 3.2. The contract may be extended for up to an additional four (4) years thereafter under the same terms, conditions, and pricing structure upon the approval of the Commissioner of the Department of Administrative Services.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed nine (9) years.

4. SCOPE OF WORK:

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

4.2. 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.

4.3. PRE-SORT LETTER AND FLAT MAIL:

4.3.1. 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
NAME: Stephen Censullo
Phone: (603) 271-2355
E-mail: Stephen.P.Censullo@das.nh.gov

HEALTH & HUMAN SERVICES
129 Pleasant Street Concord, NH 03301
Phone: (603) 271-4641

DEPARTMENT OF SAFETY

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33 Hazen Drive Concord, NH 03301
PHONE: (603) 271-2608

DEPARTMENT OF TRANSPORTATION
7 Hazen Drive Concord, NH 03301
Phone: (603)271-3475

- 4.3.2. 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. Please see contact information above for notification purposes.
- 4.3.3. 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.
- 4.3.4. The Contractor shall deliver the presorted mail the same day to the appropriate New Hampshire Post Office which handles automated mail.
- 4.3.5. The Contractor shall process all mail in accordance with the Domestic Mail Manual (most current edition) established by the U.S. Postal Service.
- 4.3.6. The Contractor shall pay any and all fees assessed by the U.S. Postal Service to establish drop ship authorization.
- 4.3.7. 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.
- 4.3.8. 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.
- 4.3.9. 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.
- 4.3.10. 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
- 4.3.11. Contractor must have a minimum of three years of successful experience providing the services proposed as listed in this Contractor and/or providing similar services.
- 4.3.12. A minimum amount of in-house staff to provide these services.
- 4.3.13. If more than one method of presort flat mail is employed (e.g. 3/5 digit, aadc auto, mxd aadc auto non-auto, the Contractor must include any service fees, total cost per piece and net savings by category.
- 4.4. OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):
- 4.4.1. The Contractor shall provide repair rates at the hourly rates for the State facilities listed herein for other repairs that are not a part of preventative maintenance and are not emergency repairs.

Contractor Initials

JS

Date 11/22/2004

- 4.4.2. Requests to repair and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality as that being replaced. Substitutions will be permitted only with prior authorization of the State representative.
- 4.4.3. The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.
- 4.5. DATA SECURITY:
- 4.5.1. Security Incident and Data Breach Notification
- 4.5.1.1. The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.
- 4.5.1.2. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- 4.5.1.3. Security Incident Reporting Requirements: The Contractor shall report all incidents of unauthorized access to the State of New Hampshire Merchant Card Administrator and State agency contact immediately if it reasonably believes there has been a security incident.
- 4.5.1.4. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within twenty-four (24) hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
- 4.6. Data Breach Responsibilities
- 4.6.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the Third-Party designee hosting the data as agreed upon by the Contractor and the State.
- 4.6.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 4.6.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within twenty-four (24) hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
- 4.6.4. Cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach.
- 4.6.5. Promptly implement necessary remedial measures, if necessary; and
- 4.6.6. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 4.6.7. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or a third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
- 4.6.7.1. The investigation and resolution of the Data Breach.
- 4.6.7.2. Notifications to individuals, regulators or others required by State law.
- 4.6.7.3. A credit monitoring service required by State (or federal) law.

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ES

Date 11/29/2024

- 4.6.8. A website or a toll-free number and call center for affected individuals required by State law.
- 4.6.9. All not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$164 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach,
- 4.6.10. Complete all corrective actions as reasonably determined by the Contractor based on root cause, all subject to this Contract's limitation of liability.

5. COMMERCIAL REQUIREMENTS:

- 5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations.
- 5.2. Except as otherwise provided in this Scope of Services, 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.
- 5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 5.4. 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.
- 5.5. 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.
- 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.7. 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.
- 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.9. 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.
- 5.10. 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.

6. USAGE REPORTING:

- 6.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of

Contractor Initials

Date 11/22/2024

Purchase and Property, Steven Burgess and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services. Ability to sort by agency/eligible participant.
- Preferred in Excel format

7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 7.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2918-24, as described herein, and under the terms of this Contract.
- 7.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 7.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 7.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpvq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpvq5i45))/welcome.aspx).
- 7.5. 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.
- 7.6. Successful Contractor shall not be allowed to require any other type of order, nor shall the successful Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

- 8.1. 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.

9. CONFIDENTIALITY & CRIMINAL RECORD:

- 9.1. 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 SB

Date 11/22/2024

EXHIBIT C - METHOD OF PAYMENT

10. CONTRACT PRICE:

10.1. The Contractor hereby agrees to provide presort letter and flat mailing services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$582,470.62; 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.

11. PRICING STRUCTURE:

Mail Category (1-3.5 oz.)	Unit Cost
AADC Auto	\$0.0145
NON-Automated	\$0.0000
5 Digit Barcode	\$0.0145
Mail Category (1-13 oz.)	
3/5 Digit Auto	\$0.3900
AADC Auto	\$0.3900
Mixed AADC Auto	\$0.3900
Non Automated	\$0.3900
3/5 Digit Bar-Coded	\$0.000
Non Automated	\$0.000

12. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

12.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

13. INVOICE:

- 13.1. 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.
- 13.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.
- 13.3. Contractor shall be paid by Procurement Card when invoice is received, when applicable.
- 13.4. The invoice shall be sent to the address of the using agency under agreement.

14. PAYMENT:

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

Contractor Initials *EO*

Date 11/22/2024

EXHIBIT D - RFB 2918-24

RFB #2918-24 is incorporated here within.

Contractor Initials JS
Date 11/22/2024

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid incorporated here within.

Contractor Initials SD
Date 11/22/2024

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 NEW HAMPSHIRE PRINT & MAIL SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on December 09, 2022. 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: 918212

Certificate Number: 0006811282



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of November A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

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.

Business ID: 729887

Certificate Number: 0006726995



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



672 Crescent Street
Brockton, MA 02302
508.313.1000 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: 603-226-4300
Email Address: JJclark@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 June 28th 2024.

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

Submitted:

James Clark, President



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES**

**REQUEST FOR BID FOR PRESORT LETTER & FLAT MAILING SERVICES
2918-24**

DUE DATE 6/18/2024 9:00 AM (EASTERN TIME)

Bidder Initials EO
Date 6/20/24

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Ridder Initials 
Date 6/20/24

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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER21

Bidder Initials Ⓢ
Date 6/20/24

1. PURPOSE:

1.1. The purpose of this bid invitation is to establish a contract for Presort Letter & Flat Mailing Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

2. INSTRUCTIONS TO VENDOR:

2.1. Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and sign the bid transmittal letter.

3. BID SUBMITTAL:

3.1. All bids shall be submitted on this form (or an exact copy), shall be typed, or clearly printed in ink, and shall be received on or before the date and time specified on paragraph 7 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

3.2. IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

4. BID INQUIRIES:

4.1. Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

4.2. Questions shall be submitted by email to Claudia Roy at Claudia.I.Roy@DAS.NH.Gov.

4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. BID DUE DATE:

5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

5.2. All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

6. ADDENDA:

6.1. In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

7. TIMELINE:

7.1. The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

Bid Solicitation distributed on or by:	6/3/2024
Last day for questions, clarifications, and/or requested changes to bid:	6/13/2024
Bid Closing (Eastern Time):	6/18/2024 9:00 AM

8. TERMS OF SUBMISSION:

8.1. All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

8.2. A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

8.3. A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Bidder Initials SC
Date 6/20/24

- 8.4. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.
- 8.5. The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.
- 8.6. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.
- 8.7. Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.
9. **CONTRACT TERM:**
- 9.1. The term of the contract shall commence on January 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2030, a period of approximately five (5) years.
- 9.2. The contract may be extended for up to four (4) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council.
- 9.3. The Contract may be amended, by agreement of the parties, without further approval needed by the executive council if the price limitation is unchanged or decreased as a result of the new or deleted location.
10. **CONTRACT AWARD:**
- 10.1. The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.
- 10.2. Vendors must bid on all items to be considered compliant.
- 10.3. Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.
11. **NOTIFICATION AND AWARD OF CONTRACT(S):**
- 11.1. Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).
- 11.2. Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.
- 11.3. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in-person public bid openings the State shall conduct openings via electronic means until further notice.
12. **LIABILITY:**
- 12.1. The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.
13. **PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**
- 13.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.
- 13.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:
- 13.3. If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by

Bidder Initials SP

Date 6/20/24

failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment, or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

- 13.4. Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.
- 13.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 13.6. By submitting a proposal, Bidders acknowledge and agree that:
- 13.6.1. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;
- 13.6.2. The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- 13.6.3. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.
14. **TERMINATION:**
- 14.1. The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.
15. **VENDOR CERTIFICATIONS:**
- 15.1. All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.
- 15.2. **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>).
- 15.3. **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>.
- 15.4. **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- 15.5. **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.
16. **BID PRICES:**
- 16.1. Bid prices shall remain firm for the first three (3) years and may be adjusted on the anniversary date of this contract period biennially thereafter and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

- 16.2. Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".
- 16.3. Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

17. PRICE ADJUSTMENTS:

- 17.1. 17.1. On the third anniversary date of this contract, the successful Vendor may request price adjustment biennially thereafter, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than ninety (90) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.
- 17.2. The biennial increase for any item shall not exceed 3%. Requests for price increases may only be based on industry increased prices and not on fuel costs, regulatory charges or any other type of surcharge or administrative cost.

18. AUDITS AND ACCOUNTING:

- 18.1. The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.
- 18.2. At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

19. ACCOUNT REPRESENTATIVE:

- 19.1. The Vendor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration once awarded. The account representative shall be familiar with all bid requirements to ensure compliance with the terms of the proposal. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
- 19.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
- 19.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
- 19.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.
- 19.1.4. Provide training on the use of the Vendor's portal as needed with no charge to the State.

20. ESTIMATED USAGE:

- 20.1. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

21. USAGE REPORTING:

- 21.1. The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, Claudia Roy and sent electronic to Claudia.L.Roy@DAS.NH.Gov. At a minimum, the Report shall include:
- 21.1.1. Contract Number
- 21.1.2. Utilizing Agency and Eligible Participant
- 21.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- 21.1.4. Rebate amounts
- 21.1.5. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
- 21.1.5.1. Percentage of recycled materials contained within finished products
- 21.1.5.2. Percentage of waste recycled throughout the manufacturing process
- 21.1.5.3. Types and volume of packaging used for transport
- 21.1.5.4. Any associated material avoided and/or recycled as applicable under contract

21.1.5.5. Green Certifications for each product sold

21.1.6. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

21.1.7. In Excel format

22. ESTABLISHMENT OF ACCOUNTS:

22.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

23. ELIGIBLE PARTICIPANTS:

23.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

24. PAYMENT:

24.1. Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>. Eligible participants shall negotiate their own payment methods with the successful Vendor.

25. INVOICING:

25.1. Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

26. TERMS OF PAYMENT:

26.1. Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

27. VENDOR RESPONSIBILITY:

27.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract. All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda. The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked. It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

27.2. In preparation of a bid response, the prospective Vendor shall:

27.2.1. Provide pricing information as indicated in the "Offer" section; and

27.2.2. Provide all other information required for the bid response (if applicable); and

27.2.3. Complete the "Vendor Contact Information" section; and

27.2.4. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

27.3. It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

27.4. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

27.5. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

28. IF AWARDED A CONTRACT:

28.1. The successful Vendor shall complete the following sections of Appendix A (Agreement State of New Hampshire Form #P-37):

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- 28.2. Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- 28.3. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- 28.4. If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

29. SPECIFICATIONS:

- 29.1. Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

30. SITE VISITATION:

- 30.1. Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish successful and complete services.

31. SCOPE OF SERVICES:

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

- 32. The Vendor 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.

32.1. PRE-SORT LETTER AND FLAT MAIL:

- 32.1.1. The Vendor 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:

32.1.1.1. ADMINISTRATIVE SERVICES

25 Capitol Street Concord, NH 03301
 NAME: Alan Quimby or Stephen Censullo
 Phone: (603) 271-2355
 E-mail: alan.quimby@nh.gov
 E-mail: Stephen.P.Censullo@das.nh.gov

32.1.1.2. HEALTH & HUMAN SERVICES

129 Pleasant Street Concord, NH 03301
 Name: TBD at time of award
 Phone: (603) 271-4641

32.1.1.3. DEPARTMENT OF SAFETY

33 Hazen Drive Concord, NH 03301
 NAME: TBD AT TIME OF AWARD
 PHONE: (603) 271-2608

32.1.1.4. DEPARTMENT OF TRANSPORTATION

7 Hazen Drive Concord, NH 03301
 Name: TBD at time of award
 Phone: (603)271-3475

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

- 32.2. The Vendor shall notify the State by 9:00 AM if pick-up is not possible for that day. The Vendor shall provide notification by contacting one person, per location. Please see contact information above for notification purposes.

- 32.3. 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.

Bidder Initials *Q*
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- 32.4. The Vendor shall deliver the presorted mail the same day to the appropriate New Hampshire Post Office which handles automated mail.
- 32.5. The Vendor shall process all mail in accordance with the Domestic Mail Manual (most current edition) established by the U.S. Postal Service.
- 32.6. The Vendor shall pay any and all fees assessed by the U.S. Postal Service to establish drop ship authorization.
- 32.7. The State reserves the right to require the Vendor 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 Vendor services.
- 32.8. All work must be performed in such a manner as not to inconvenience building occupants. The Vendor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 32.9. The Vendor 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.
- 32.10. The Vendor shall provide correspondence and submittals to:

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

- 32.11. Vendor must have a minimum of three years of successful experience providing the services proposed as listed in this Bid and/or providing similar services. The vendor shall be required to demonstrate that they have successfully completed these types of services for clients of the same size and magnitude for a minimum of three years. Please include three references with contact name information with your bid. Failure to demonstrate this experience will be grounds for bid rejection.
- 32.12. A minimum amount of in-house staff to provide these services. Please include a summary of your operation and staffing with your bid. Failure of the vendors to demonstrate this capability will be grounds for bid rejection.
- 32.13. If more than one method of presort flat mail is employed (e.g. 3/5 digit, aadc auto, mxd aadc auto non-auto, the Vendor must include any service fees, total cost per piece and net savings by category. If multiple categories of presort flat mail are employed, the state reserves the right to accept bids either by category or as a package; such determination shall be made based upon the best interest of the state. Bid prices must be in US dollars. Vendor must indicate the postage rate, per weight for each category if applicable.
- 32.14. 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 your bid.
- 33. **OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):**
 - 33.1. The awarded Vendor(s) shall provide repair rates at the hourly rates for the State facilities listed herein for other repairs that are not a part of preventative maintenance and are not emergency repairs.
 - 33.2. Requests to repair and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Vendor's cost. All replacement parts shall be new and of the same quality as that being replaced. Substitutions will be permitted only with prior authorization of the State representative.
 - 33.3. The Vendor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.
- 34. **DATA SECURITY:**
 - 34.1. Security Incident and Data Breach Notification
 - 34.1.1. The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.
 - 34.1.2. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
 - 34.1.3. Security Incident Reporting Requirements: The Contractor shall report all incidents of unauthorized access to the State of New Hampshire Merchant Card Administrator and State agency contact immediately if it reasonably believes there has been a security incident.

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34.1.4. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within twenty-four (24) hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

34.2. Data Breach Responsibilities

34.2.1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the Third-Party designee hosting the data as agreed upon by the Contractor and the State.

34.2.2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

34.2.3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within twenty-four (24) hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

34.2.4. Cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach.

34.2.5. Promptly implement necessary remedial measures, if necessary; and

34.2.6. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

34.2.7. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or a third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

34.2.7.1. The investigation and resolution of the Data Breach.

34.2.7.2. Notifications to individuals, regulators or others required by State law.

34.2.7.3. A credit monitoring service required by State (or federal) law.

34.2.7.4. A website or a toll-free number and call center for affected individuals required by State law.

34.2.7.5. All not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$164 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach,

34.2.7.6. Complete all corrective actions as reasonably determined by the Contractor based on root cause, all subject to this Contract's limitation of liability.

35. **ADDITIONAL REQUIREMENTS:**

35.1. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, 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.

35.2. The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

35.3. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment, or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

35.4. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as 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.

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

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

- 35.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 35.8. The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 35.9. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

36. WARRANTY REQUIREMENTS:

- 36.1. The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

37. OBLIGATIONS AND LIABILITY OF THE VENDOR:

- 37.1. The successful Vendor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.
- 37.2. The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.
- 37.3. The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

38. NON-EXCLUSIVE CONTRACT:

- 38.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

39. ENVIRONMENTALLY FRIENDLY PRODUCTS:

- 39.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:
- 39.1.1. Energy or water efficient
 - 39.1.2. Reusable
 - 39.1.3. Recyclable
 - 39.1.4. Contains postconsumer recycled materials
 - 39.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal
 - 39.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)
- 39.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an attachment with their bid submission.
- 39.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.

39.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

40. OFFER:

40.1. Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith. **Quotes in lieu of a completed offer sheet will not be accepted.**

40.2. Unit Cost (Per piece), to include a credit if applicable, as offered below shall be a fixed cost and shall not be subject to increase or decrease with any postal rate fee changes: such unit costs (per piece), to include a credit if applicable, shall remain in effect for the term of the contract.

40.3. The Vendor must ensure at least 90% or greater, presort or shall credit the difference for cost of presort to the State the regular first class rate.

40.4. SECTION 1 – COMMERCIAL PRESORT FIRST-CLASS MAIL LETTERS:

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

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

40.4.3. “Presort Services” as used herein shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work under the Scope of Services herein and under the terms and conditions contained in any resultant contract. The State shall not reimburse for travel time or mileage.

40.4.4. Terms used for Presort levels are defined as follows:

40.4.4.1. 5-digit Barcode: the delivery address on all pieces includes the same 5-digit ZIP Code

40.4.4.2. 3-digit/AADC Auto: the ZIP Code in the delivery address on all pieces begins with the same three digits.

40.4.4.3. Mixed AADC Auto: the ZIP Code on the delivery address on all pieces begins with one of the 3-digit prefixes and processed by the USPS as a single scheme (as identified in the Domestic Mail Manual

40.4.4.4. Non-Automated: Address does not qualify for Pre-sort Rates.

40.4.5. Presort - The process by which a mailer prepares mail so that it is sorted to the finest extent required by the standards for the price claimed. Generally, presort is performed sequentially, from the lowest (finest) level to the highest level, to those destinations specified by standard and is completed at each level before the next level is prepared. Not all presort levels are applicable to all mailings.

40.5. SECTION 2 – COMMERCIAL PRESORT FIRST-CLASS MAIL FLAT:

40.5.1. First-Class Mail flat prices are charged per ounce or fraction thereof, any fraction of an ounce is considered a whole ounce, for example if a piece weighs 1.2 ounces, the weight (postage) increment is 2.0 ounces. The term “flat mail” as used herein shall mean a mail piece that exceeds one of the dimensions for the letter-sized mail, but that does not exceed the maximum dimension for the mail processing category. Dimensions are different for automation rate flat-sized mail eligibility. Flat-size mail may be unwrapped, sleeved, wrapped or enveloped.

40.5.1.1. Estimated flat rate on a daily basis is approximately 250 to 1,000

40.5.1.2. Flat mail is metered at the 3-digit rate up to 13 oz.

40.5.2. Category A:

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

40.5.4. Machinable (5.0 – 15.0 oz. Flats)

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

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

40.6. Proposed Subcontractors:

40.6.1. List the proposed subcontractors that your company plans to utilize for this bid:

- 40.6.2. 1. N/A
- 40.6.3. 2. _____
- 40.6.4. 3. _____

40.7. References:

40.7.1. List three reference and contact person that your firm has performed similar work for:

- 40.7.2. 1. Business: State of Rhode Island, Contact: Michael Lombardi, E-Mail: michael.lombardi@doit.ri.gov
- 40.7.3. 2. Business: State of New Hampshire, Contact: Donald Labrie, E-Mail: donald.a.labrie@das.nh.gov
- 40.7.4. 3. Business: State of New Hampshire, Contact: Alan Quimby, E-Mail: alan.s.quimby@das.nh.gov

40.8. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

40.9. OFFER SHEET WILL BE ATTACHMENT 1 (SEPARATE FROM THIS DOCUMENT).

41. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

41.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

42. VENDOR CONTACT INFORMATION:

42.1. Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

<u>Jonathan Clark</u>	<u>603-226-4300</u>	<u>603-226-4300</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>jon@nhprintmail.com</u>	<u>NHprintmail.com</u>	
E-mail Address	Company Website	
<u>New Hampshire Print And Mail</u>	<u>30 Terrill Park Dr. Concord, NH. 03301</u>	
Vendor Company Name	Vendor Address	
<u>165757</u>	<u>490X8</u>	
Vendor Number (given by State of NH)	DUNS and/or SAM.GOV Number	

43. DELIVERY LOCATIONS:

43.1. The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

44. ATTACHMENTS:

44.1. The following attachments are an integral part of this bid invitation:

- 44.1.1. Attachment 1: Offer Sheet

45. The Bid Opening is open to the public online at the following:

Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 280 091 656 255
Passcode: 4fMZwh

Bidder Initials SD
Date 6/20/24

Dial In by phone

[+1 603-931-4944, 417152582#](#) United States, Concord

[Find a local number](#)

Phone conference ID: 417 152 582#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 117 024 801 7

[More info](#)

For organizers: [Meeting options](#) [Reset dial-in PIN](#)

Bidder Initials SD
Date 6/20/24

APPENDIX A
SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:		On:	
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number:		G&C Meeting Date:	

Bidder Initials SD
 Date 6/20/24

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all

Bidder Initials 

Date 6/20/24

rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE. 10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM. 19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any

other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Bidder Initials ES
Date 6/20/24



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 6/20/2024

Company Name: New Hampshire Print and Mail

Address: 30 Terrill Park Dr. Concord, NH. 03301

To: Point of Contact: **Claudia Roy**
Telephone: (603)-271-1451
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: **Presort Letter & Flat Mailing Services**
Bid Number: 2918-24
Bid Posted Date (on or by): 6/5/2024
Bid Closing Date and Time: 6/18/2024 9:00 AM (Eastern Time)
Dear Claudia Roy,

[Insert name of signor] Jonathan Clark on behalf of New Hampshire Print and Mail [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2918-24 for Presort Letter & Flat Mailing Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature

Authorized Signor's Title

Director

Bidder Initials JC

Date 6/20/24

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: June 13, 2024

ADDENDUM #2 TO BID INVITATION #2918-24

DATE OF BID CLOSING: 6/21/2024

TIME OF BID CLOSING: 09:00 AM (EST)

FOR: Presort Letter & Flat Mailing Services

Attachment 1 Offer Sheet Volumes previously read:

Section I- Commercial Presort First-Class Mail Letters			
*Table 1			
Mail Category (1-3 oz.)	Volume	Unit Price	Extended Price
3 DIGIT/AADC AUTO	964,299		\$0.00
NON-AUTOMATED	11106		\$0.00
Sub Total (Extended Price)			\$0.00
<p>*if you are offering a credit to the State against the difference between the presort 3-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.</p>			
**Table 2			
Mail Category (1-3 oz.)	Volume	Unit Credit	Extended Price (if applicable)
5 Digit Barcode	1,069,036		\$0.00
Sub Total (Extended Price)			\$0.00
<p>** 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.</p>			
		Total	\$0.00

Changed to read:

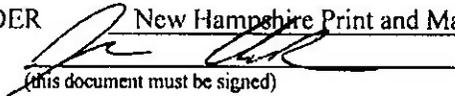
Section 1- Commercial Presort First-Class Mail Letters			
*Table 1			
Mail Category (1-3.5 oz.)	Volume	Unit Price	Extended Price
AADC AUTO	668,252		\$0.00
NON-AUTOMATED	16163		\$0.00
Sub Total (Extended Price)			\$0.00
*if you are offering a credit to the State against the difference between the presort 3-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 (1-3.5 oz.)	Volume	Unit Credit	Extended Price (if applicable)
5 Digit Barcode	4,021,648		\$0.00
Sub Total (Extended Price)			\$0.00
** 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.			
Total			\$0.00

PURCHASING AGENT:

E-Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER New Hampshire Print and Mail ADDRESS 30 Terrill Park Dr. Concord, NH. 03301
BY  _____
(this document must be signed)
Jonathan Clark TEL. NO. (603)226-4300
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: June 10, 2024

ADDENDUM #1 TO BID INVITATION #2918-24

DATE OF BID CLOSING: 6/21/2024

TIME OF BID CLOSING: 09:00 AM (EST)

FOR: Presort Letter & Flat Mailing Services

Scope of Services page 10; 32.4 previously read:

32.4. The Vendor shall deliver the presorted mail the same day to the appropriate New Hampshire Post Office which handles automated mail.

Changed to read:

32.4 The Vendor shall deliver the presorted mail in a timely manner to the appropriate New Hampshire Post Office which handles automated mail.

Timeline page 4, section 7 previously read:

Bid Solicitation distributed on or by:	6/5/2024
Last day for questions, clarifications, and/or requested changes to bid:	6/13/2024
Bid Closing (Eastern Time):	6/18/2024 9:00 AM

Changed to read:

Bid Solicitation distributed on or by:	6/5/2024
Last day for questions, clarifications, and/or requested changes to bid:	6/18/2024 4:00 pm
State responses due back to vendors	6/19/2024 4:00 pm
Bid Closing (Eastern Time):	6/21/2024 9:00 AM

Clarifying Questions:

1. Section 32.4 states that all mail (Letters and Flats) shall be delivered on the same day to an appropriate NH Postal facility. Is there any flexibility on that requirement?
State Response: Changes have been approved. Please see updated language above.
2. Is there any flexibility on extending the dates to submit questions and/or final responses?
State Response: Yes. Extension approved. Please see update above.
3. Is there a timeframe in which the State would respond to our questions, whether we submitted before or on 6/13?
State Response: Please see update above. The final deadline for the state to respond back would be 6/19/2024 4:00 pm. Responses in most cases are addressed the same day of submission before the deadline.

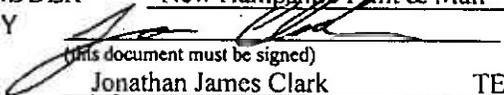
PURCHASING AGENT:

E-Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER New Hampshire Print & Mail ADDRESS 30 Terrill Park Dr. Concord, NH. 03301

BY


(this document must be signed)

Jonathan James Clark
(please type or print name)

TEL. NO. (603)226-4300

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

Basis of Award Sections 1 & 2 Presort Mailing Services	
Sub-Total Section 1	\$68,003.55
Sub-Total Section 2	\$37,900.20
Sub Total (Extended Price)	\$105,903.75

Section 1- Commercial Presort First-Class Mail Letters

***Table 1**

Mail Category (1-3.5 oz.)	Volume	Unit Price	Extended Price
AADC AUTO	668,252	\$0.0145	\$9,689.65
NON-AUTOMATED	16,163	\$0.0000	\$0.00
Sub Total (Extended Price)			\$9,689.65

*if you are offering a credit to the State against the difference between the presort 3-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 (1-3.5 oz.)	Volume	Unit Credit	Extended Price (if applicable)
5 Digit Barcode	4,021,648	\$0.0145	\$58,313.90
Sub Total (Extended Price)			\$58,313.90

** 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. Pricing is based on letters being metered at the AADC postage rate.**

Total		\$68,003.55
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NHPM will qualify all letters 100%. There will be no charge back for non-qualifying flats

SECTION 2 - COMMERCIAL PRESORT FIRST-CLASS MAIL FLAT			
*Table 1			
Mail Category (1-13 oz.)	Volume	Unit Price	Extended Price
3/5 DIGIT AUTO	61466	\$0.39	\$23,971.74
AADC AUTO	19252	\$0.39	\$7,508.28
MIXED AADC AUTO	11198	\$0.39	\$4,367.22
NON AUTOMATED	5264	\$0.39	\$2,052.96
Sub Total (Extended Price)			\$37,900.20
*if you are offering a credit to the State against the difference between the presort 3-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	13977	\$0.00	\$0.00
NON AUTOMATED	13977	\$0.00	\$0.00
Sub Total (Extended Price)			\$0.00
** 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. Pricing is based on letters being metered at the 5-digit postage rate.**			
Total			\$37,900.20

NHPM will qualify all flats 100%. There will be no charge back for non-qualifying flats



State of New Hampshire Purchasing Administration,

In responding to the RFB, we feel that it is important to convey the overall picture of presort services. New Hampshire Print & Mail is the only first class presort MLOCR company in New Hampshire. We provide daily pickup and processing services to over 35 clients around the state. Our service allows our clients to save money on postage. Where this contract is awarded, and to whom, will affect many other New Hampshire companies, since presort services only makes financial sense based on a certain volume of daily mail.

This makes the State of New Hampshire's mail volume a crucial part of our presort mix. If we were to lose the contract, not only would we have to terminate New Hampshire employees, but it would impact numerous other New Hampshire businesses, such as hospitals, medical facilities, municipalities, insurance companies, and many others. Recently, large venture capital-backed entities have shown interest in our region, offering pricing structures that knowingly result in losses, with the intent of eliminating local, family-run businesses. Their aim is to monopolize the market, allowing them to dictate prices at their discretion once they've driven local competition out of the picture. The larger venture capitalist competitors in our industry have no interest in absorbing the smaller volume clients. Their focus is solely on larger accounts, with little concern for the local community's welfare.

Cost should not be the sole determinant of the exceptional service we have provided for the past 30 years as New Hampshire's sole presort vendor. We also serve as a disaster recovery site for all three of the state's department locations, that deposit their mail with us, incurring no additional cost to the state. In times of meter machine or inserter downtime, or labor shortages, we have consistently stepped up to ensure the timely delivery of time-sensitive mail to the post office. Additionally, when larger volumes are expected from any of the locations, we readily offer extra pickups at no additional charge to the state.

Our strategic proximity, within 3 miles of all three locations, enables us to promptly respond to any requests from the state, which is invaluable. We drop mail at the Manchester bulk mail entry unit at least once a day, maintaining a strong working relationship with all the clerks in that department.

In the spirit of transparency, please note that no part of our response to the RFI is marked as confidential. We believe it is essential for the citizens and representatives of New Hampshire to comprehend the challenges we face in preserving local jobs and businesses during these unprecedented times.

In conclusion, New Hampshire Print and Mail is an indispensable part of the community. As you review the hard-coded pricing within the RFI, we urge you to consider us in the broader context, including the savings that may not be explicitly documented in the RFI. Our commitment to New Hampshire goes beyond the numbers, and our dedication to preserving local businesses is unwavering.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Clark", written over a white background.

Jonathan Clark
Director,
New Hampshire Print & Mail

30 Terrill Park Drive • Concord, NH 03301 • t: 603.226.4300 • f: 603.226.4399
e: info@nhprintmail.com • www.nhprintmail.com





BUSINESS NAME/ADDRESS LOCATION			
Legal Entity Name:	JLS Mailing Services, Inc.		
Doing Business As Name:	New Hampshire Print and Mail		
Payment Address:	30 Terrill Park Drive		
City/Town:	Concord	STATE: NH	ZIP: 03301
			COUNTRY: U.S.A
Business Address:	Same as Above		
City/Town:		STATE:	ZIP:
			COUNTRY:
Telephone #:	603.226.4300	Cell Phone #:	781.974.6339
		FAX #:	
Contact Person:	Jonathan Clark	Website:	nhprintmail.com
		E-Mail (Main Office):	jon@nhprintmail.com

Electronic Payment Option: Please contact Treasury at ACHProcessing@treasury.nh.gov or visit their website at [Department of Treasury](#) for further information on this option. Registration as a vendor must be completed prior to contacting.

TYPE OF BUSINESS			
<small>(Note: Registration with the NH Secretary of State MUST be done prior to the awarding of any contracts) Secretary of State Corporate Division Registration (603) 271-3244</small>			
Registered with NH Secretary of State? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
Select the appropriate designations for your Entity:			
Minority Institutions	<input type="checkbox"/>	Minority Owned Large Business	<input type="checkbox"/>
Minority Owned Small Business	<input type="checkbox"/>	Disabled Veteran Business	<input type="checkbox"/>
Svs Disabled Veteran Owned	<input type="checkbox"/>	Physically Challenged Bus	<input type="checkbox"/>
Veteran Owned Small Business	<input type="checkbox"/>	Historically Black Colleges	<input type="checkbox"/>
SBA Cert Fin Disadvantaged Bus	<input type="checkbox"/>	Small Business	<input checked="" type="checkbox"/>
SBA Cert Hist Underutilized Bus	<input type="checkbox"/>	Women Owned Sm Bus	<input type="checkbox"/>
Women Owned Large Businesses	<input type="checkbox"/>	SBA Cert Sm Disadvantaged Bus	<input type="checkbox"/>

SIGNATURE BLOCK	
I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.	
Name and Title (print or type):	Jonathan Clark
Signature:	
Date:	6/20/2024

RETURN ADDRESS	DIVISION OF PROCUREMENT & SUPPORT SERVICES
(Phone) 603-271-2201	BUREAU OF PURCHASE AND PROPERTY
(Fax) 603-271-2700	STATE HOUSE ANNEX, ROOM 102
prch.web@das.nh.gov	25 CAPITOL STREET
http://das.nh.gov/purchasing	CONCORD NH 03301-6398



STATE OF NEW HAMPSHIRE
ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 24% withholding on each payment made to you. To avoid this 24% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

Legal Entity Name: JLS Mailing Services, Inc.

Doing Business As Name: New Hampshire Print and Mail

Payment Address: 30 Terrill Park Dr.

City/Town: Concord STATE: NH ZIP: 03301 COUNTRY: U.S.A

Business Address: 30 Terrill Park Dr.

City/Town: Concord STATE: NH ZIP: 03301 COUNTRY: U.S.A

Telephone #: 603-226-4300 Cell Phone #: 781-974-6339 FAX #: 603-410-6395

Contact Person: Jonathan Clark Website: NHprintmail.com E-Mail (Main Office): info@nhprintmail.com

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

Social Security # (SSN): _____ Fed ID # (EIN/FIN): 04-2802793

PRINCIPAL ACTIVITY

Service Provider Product/Merchandise Provider Other Provider

List the principal type of service, product or other that is provided: Mailing Services

Medical/Health Care Services Legal Services 1099 Grant Reportable

DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

Individual/Sole-Proprietor Corporation (S) Government

Single Member LLC Corporation (C) Travel/Intern

LLC (C Corporation) Partnership Refund/Reimbursement

LLC (S Corporation) Estate or Trust Tax-Exempt

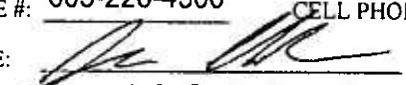
LLC (P Partnership)

EXEMPTIONS: _____ Exemption from FATCA reporting: _____

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.

NAME & TITLE (print or type): Jonathan Clark, Director

TELEPHONE #: 603-226-4300 CELL PHONE #: 781-974-6339 FAX #: 603-410-6395

SIGNATURE:  DATE: 06/20/2024

E-Mail (Main Office): info@nhprintmail.com Website: NHprintmail.com

PLEASE RETURN WHEN COMPLETED TO:
Email: PRCH.WEB@DAS.NH.GOV
(Phone) 603-271-2201
(FAX) 603-271-2700
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES
BUREAU OF PURCHASE & PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301