



Nicholas A. Toumpas  
Commissioner

Stephen J. Mosher  
Chief Financial Officer

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF BUSINESS OPERATIONS

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4963 1-800-852-3345 Ext. 4963  
Fax: 603-271-4232 TDD Access: 1-800-735-2964

January 23, 2013

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Business Operations to enter into an amendment to an existing preventive maintenance agreement (Purchase Order #1018931) with Bell and Howell, 53 Third Avenue, Burlington MA 01803 (Vendor #175481-P001) by increasing the Price Limitation by an amount not to exceed \$124,332 from \$119,550 to \$243,882 and by extending the Completion Date from June 30, 2013, to June 30, 2015, effective July 1, 2013, or date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on September 14, 2011 item #83 (copy attached). Funds are anticipated to be available in the following account for SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budget with authority to adjust amounts between State Fiscal Years if needed and justified.

*39% FED 61% GEN*

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
HHS: COMMISSIONER, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current</u>	<u>Increase</u>	<u>Revised</u>
2012	(024)-500225	Contract Repairs	\$59,775.00		\$59,775.00
2013	(024)-500225	Contract Repairs	\$59,775.00		\$59,775.00
2014	(024)-500225	Contract Repairs		\$62,166.00	\$62,166.00
2015	(024)-500225	Contract Repairs		<u>\$62,166.00</u>	<u>\$62,166.00</u>
		Total	\$119,550.00	\$124,332.00	\$243,882.00

**EXPLANATION**

This amendment will provide for continued preventive maintenance and service on the Department's Automated In-line Mailing System. This equipment was custom manufactured in 1995 by Bell and Howell specifically for the Department's use in inserting and metering client payroll checks and notices. It processes nearly 100,000 pieces of mail per month, including recipient checks for the Aid to the Permanently and Totally Disabled program, payments from the Bridges system for the Division of Children, Youth and Families, and also notices and volume mailings for a variety of other divisions and offices within the Department of Health and Human Services. The Department is exercising the contracted two-year extension with Bell and Howell to provide maintenance and repair for the Automated In-line Mailing System. Bell and Howell designed and installed this

custom machine specifically for Department use. To minimize disruption of services and ensure timely mailings of payments and notifications of program information, the capacity for routine maintenance and emergency repair of the System is essential. The amended agreement provides for regular inspections and maintenance visits in each of the next two state fiscal years. To date, the quality of service received from the vendor has been excellent.

Should the Governor and Executive Council determine not to approve this amendment, the Department will be unable to ensure timely delivery of mail or client payments. Because the System was custom manufactured by Bell and Howell for the Department it is the only vendor known to the Department who is capable of providing maintenance services. Given the age of the equipment, preventive and emergency service have become increasingly important in avoiding equipment malfunctions.

The Department issued a Request for Bids, which was published on the Department website from March 31, 2011 through April 14, 2011. Bell and Howell was the only company to submit a proposal in response to the Request for Bids. It has been the only vendor to express any interest in maintenance of the equipment since 1995, when they designed and installed the equipment. The proposal was reviewed and accepted by the Manager of Office Services based upon the requirements outlined in the Request for Bids.

The Department now seeks to extend the existing agreement for an additional two-year period as allowed under the original contract language, subject to the continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council. This extension provision was expressed in both Exhibit C-1 of the original contract and the letter to Governor and Council approved on September 14, 2011 item #83.

Area served: Statewide.

Source of funds: Federal Financial Participation is available at the thirty-nine (39%) percent rate. The remaining sixty-one (61%) percent will be funded by the General Fund.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Stephen J. Mosher  
Chief Financial Officer

Approved by:



Nicholas A. Toumpas  
Commissioner



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF BUSINESS OPERATIONS**

*BUREAU OF FINANCE*

Nicholas A. Toumpas  
Commissioner

Stephen J. Mosher  
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-4318 1-800-852-3345 Ext. 4318  
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**AMENDMENT**

This Agreement (hereinafter called the "Amendment") dated this 11th day of January, 2013 by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Office") and Bell and Howell Company LLC., Contract Number 1018931, a corporation with a place of business at 3791 South Alston Avenue, Durham, NC 27713 (hereinafter referred to as the "Provider").

**WHEREAS**, pursuant to an agreement (hereinafter called the "Agreement") dated June 13, 2011, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Office of certain sums as specified therein; and

**WHEREAS**, pursuant to the provision of Section 18, the Agreement may be modified only by a written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council; and

**WHEREAS**, pursuant to Exhibit C-1, Section 1 of the Agreement, the Department reserves the right to renew the agreement for up to two years, subject to availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

**WHEREAS**, the Provider and the Office have agreed to amend the Agreement in certain respects;

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

**1. Amendment and Modification of Agreement:**

**Section 1.7 – Completion Date**

The completion date is extended to June 30, 2015.

**Section 1.8 – Price Limitation**

The Price Limitation for all four state fiscal years covered by this agreement (as amended) is increased to \$243,882.00

**Exhibit A – Scope of Services**

The contract period shall be extended from June 30, 2013 to June 30, 2015.

**Exhibit B – Purchase of Services**

Provider will continue services at the same level, with new pricing as follows. The term of this agreement shall be extended from June 30, 2013 to June 30, 2015. The maximum total payment for the entire four-year life of the contract is increased to \$243,882.00 and the previously appropriated amounts for each fiscal year will change as shown below:

<u>SFY</u>	<u>Account Number</u>	<u>Current Amount</u>	<u>Increase</u>	<u>Revised Amount</u>
2012	010-095-5676-024-0225	\$59,775.00	\$0	\$59,775.00
2013	010-095-5676-024-0225	\$59,775.00	\$0	\$59,775.00
2014	010-095-5676-024-0225	\$0	\$62,166.00	\$62,166.00
2015	010-095-5676-024-0225	\$0	\$62,166.00	\$62,166.00
	Total	\$119,550.00	\$124,332.00	\$243,882.00

The provider’s annual invoice should be mailed to:

Cheryl Connor  
Office of Business Operations  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

**2. Effective Date of Amendment:**

This amendment shall take effect on July 1, 2013 or the date of Governor and Council approval, whichever is later.

**3. Continuance of Agreement:**

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the day and year first above written.

**STATE OF NEW HAMPSHIRE** Office of  
Business Operations

By:   
\_\_\_\_\_  
Stephen J. Mosher  
Chief Financial Officer

By:   
\_\_\_\_\_  
Authorized Representative  
Bell and Howell Company, LLC

**AMENDMENT**

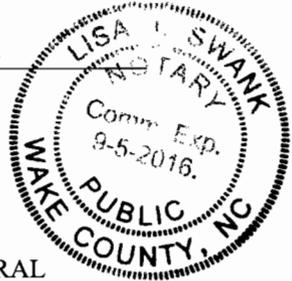
(continued)

STATE OF ~~NEW HAMPSHIRE~~ NC  
COUNTY OF Durham

On this the 4<sup>th</sup> day of January 2013, before me, Lisa J. Swank,  
(name of notary)  
the undersigned officer, Kathleen personally appeared who acknowledged him/herself  
(contract signatory)  
to be the Contract Manager of the Bell and Howell, LLC.  
(signatory's title) (legal name of agency)  
a corporation, and that he/she, as such Kathleen contract manager, being authorized so to do,  
(signatory's title)  
executed the foregoing instrument for the purposes therein contained, by signing the name of the  
corporation by him/herself as Contract Manager of the Bell and Howell, LLC.  
(signatory's title) (legal name of agency)

In witness whereof I hereunto set my hand and official seal.

[Signature]  
Notary Public/Justice of the Peace



My Commission expires: 9/5/2016

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Assistant Attorney General  
Jeannie P. Herrick  
Date: 20 Jan. 2013

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_.

OFFICE OF THE SECRETARY OF STATE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Bell and Howell, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on August 12, 2011. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of January, A.D. 2013

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

William M. Gardner  
Secretary of State



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

CERTIFICATE OF AUTHORITY

I, Blake Eaddy, Secretary  
(Name) (Title)

do hereby certify that:

1. Keith Caslin, CONTRACT MANAGER  
(Name and Title)

is duly authorized to enter into a service agreement with the New Hampshire Department of Health & Human Services for the purpose of providing repairs and preventive maintenance for the Department's Automated In-Line Mailing System.

2. Bell and Howell LLC further authorizes the above named individual to execute any documents related to the service agreement or amendments, and to bind Bell and Howell LLC to the amended terms of the agreement.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of January 2, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary  
(Title)

of Bell and Howell LLC, this 2nd day of January, 2013.

Blake Eaddy  
(Signature of certifying agent)

STATE OF NC  
COUNTY OF Durham

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of January, 2013 by LISA J. SWANK.

Lisa J. Swank  
Notary Public/Justice of the Peace  
My Commission Expires:





AGENCY CUSTOMER ID: 950107

LOC #: Charlotte



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Bell and Howell, LLC 3791 South Alston Avenue Durham, NC 22713	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURERS AFFORDING COVERAGE/NAIC #

INSURER G: Westport Insurance Corporation (34207)