

Am/9



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

November 21, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Centralized Mailing Distribution, to enter into a service contract with Argyle Associates, Inc. d/b/a New Hampshire Print & Mail Services of 30 Terrill Park Drive, Concord, New Hampshire, 03301 (vendor code 53486). The total amount for the contract shall not exceed \$355,000, to coordinate and provide presort mailing services for the State of New Hampshire. The contract shall commence on January 1, 2013 and expire thereafter on December 31, 2015. 100% Other Funds (Centralized Mailing Services)

Funds are available in the following account for SFY2013 and is anticipated to be available upon continued appropriation of funds in SFY2014 through SFY2016, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

01-14-14-141510-80500000 DEPT. OF ADM. SERVICES – BUREAU PLANT/PROP MANAGEMENT – CENTRALIZED MAIL DISTRIBUTION

<u>Account</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>
141510-80500000-020-500216 Current Exp.	\$59,000	\$118,000	\$118,000	\$60,000

EXPLANATION

The current contract with Argyle Associates, Inc. d/b/a New Hampshire Print & Mail Services (formerly known as New Hampshire Mailing) for presort mailing services is set to expire December 31, 2012. The Bureau of Purchase and Property issued a Request for Bid ("RFB") for presort mailing services on October 16, 2012. Fifteen (15) vendors received direct notification of this solicitation, public notice was provided through the Manchester Union Leader and the proposal was posted on the Bureau of Purchase and Property website. On October 30, 2012, two bids were received. Argyle Associates, Inc. offered the lowest cost in total.

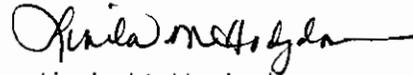
In addition to the base bid of \$271,920, \$83,080 (approx. 30%) has been added to allow for an increase in mail volume.

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Approval of this contract will allow Argyle Associates, Inc. to pick up first-class mail at four state locations, presort the mail and deliver the presorted mail on the same day to the U.S. Postal Service. This process qualifies the State for the following per piece discounts: 0.076 per piece for 1 oz mail, 0.276 per piece for 2 oz mail and 0.226 per piece for 3 oz mail. Argyle Associates, Inc. will charge a service fee of 0.017 per piece to the State for this services resulting in a savings of 0.059 per piece for 1 oz mail, 0.259 per piece for 2 oz mail and 0.209 per piece for 3 oz mail, resulting in an annual savings to the State of approximately \$200,000.

Attached is a copy of the public notice and the bid results.

Respectfully Submitted,



Linda M. Hodgdon
Commissioner

State of New Hampshire
Bureau of Purchase & Property
Bid Results for: Presort Mailing Services (Contract)
Bid Opening: 10/30/12 at 2:00 PM
RFB 1477-13

BIDDER	Total Cost (Annual)	Total Cost (3-YR)
New Hampshire Mailing Services, Inc.	\$90,640	\$271,920
DMM, Inc.	\$139,572	\$418,716

MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE. Failure to institute such petition and complete such service upon the Mortgagee conducting the sale prior to sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

Liens and Encumbrances: The Mortgaged Premises shall be sold subject to any and all unpaid taxes, mortgages, condominium fees, liens and other encumbrances entitled to precedence over the Mortgage.

Terms: To qualify to bid, bidders other than the Mortgagee must place **Ten Thousand Dollars (\$10,000.00)** on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the foreclosure sale. The successful bidder will be required to execute a Memorandum of Foreclosure (the "Memorandum") at the time and place of sale, and, if the successful bidder shall refuse to sign the Memorandum, that bidder's deposit shall be retained by the Mortgagee. The successful bidder shall be required to tender an additional deposit within five (5) business days (time being of the essence) of the conclusion of the auction so that the total deposit amount held by or on behalf of the Mortgagee shall be equal to 10% of the successful bid. The failure of the successful bidder to tender such additional deposit shall be a breach of the said bidder's obligations under the Memorandum, entitling the Mortgagee to all of its rights and remedies thereunder. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within forty five (45) days after the sale, on or before the close of business on December 29, 2012. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before the close of business on December 29, 2012, then the Mortgagee reserves the right to exercise all of its remedies as set forth in the Memorandum, including without limitation, the right to retain the deposit, in full, as reasonable liquidated damages or, as the duly appointed attorney-in-fact of said successful bidder, to assign all rights and obligations evidenced by the Memorandum, as a result of the bidder's failure to perform. If the deposit is retained for any reason, it shall become the property of the Mortgagee, and shall not be required to be applied to the Mortgage debt. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price.

Exclusion of Warranties: Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, possession or tenancies, existence of a condominium, condition of the Mortgaged Premises, construction or fitness for habitation, compliance with applicable state or local building or sanitary codes, recitation of acreage or hazardous waste at the Mortgaged Premises, or any implied or express warranties of any kind, including any warranties of merchantability and/or fitness for a particular purpose, the Mortgaged Premises being sold "AS IS" and "WHERE IS."

Reservation of Rights: The Mortgagee reserves the right to (1) cancel or continue the foreclosure to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (2) bid on, assign, its bid

A Deposit of Five Thousand Dollars (\$5,000.00) in the form of certified check, or bank treasurer's check, or other check satisfactory to the Mortgagee will be required to be delivered at or before the time a bid is offered ("Satisfactory Funds"). Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. The successful bidder(s) will be required to sign a Memorandum of Sale immediately after the close of the bidding. The balance of the purchase price shall be paid in Satisfactory Funds within thirty (30) days from the date of sale. The premises to be sold at sale will be sold "AS IS" and subject to all unpaid taxes, prior liens, or other enforceable encumbrances of record, if any, entitled to precedence over the Mortgage. The premises will be sold subject to any state of facts which an accurate ground survey may reveal, and to all federal, state, and local ordinances, regulations, statutes, and rules, including, but not limited to, statutes, regulations, rules, and ordinances pertaining to or relating to zoning, subdivision, environmental matters, and buildings. The Mortgagee makes no representations or warranties with respect to the accuracy of any statement as to the boundaries, acreage, frontage, or other matters contained in the description of the premises contained in the Mortgage. In the event of an error in this publication, the description of the premises contained in the Mortgage shall control.

V. Right to Petition:

You are hereby notified that you have the right to petition the Superior Court for the county in which the mortgaged premises are situated, with service upon the Mortgagee, and upon such bond as the Court may require, to enjoin the scheduled foreclosure sale. Failure to institute such petition and complete service upon the foreclosing party, or its agent, conducting the sale prior to the sale shall thereafter bar any action or right of action of the Mortgagor based upon the validity of the foreclosure.

VI. Reservation of Rights:

The Mortgagee reserves the right to: (i) continue the foreclosure sale to subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) bid upon and purchase the premises; (iii) reject any and all bids for the premises; and (iv) amend or change the terms of the sale set forth herein by announcement, written or oral, made before or during the foreclosure sale and such change(s) or amendment(s) shall be binding on all bidders.

VII. Further Information:

For further information with respect to the sale, contact Harv Levin, Auctioneers at (603) 436-8488.

Dated this 1st day of October, 2012. RBS CITIZENS, N.A.

Present holder of said mortgage
By the attorney, DAVID C. GREEN, P.C.
127 Main Street,
Suite 7, PO Box 1068
Nashua, NH 03061-1068
(603)882-4963

By: David C. Green, Esquire
(UL - OCT. 8, 15, 22)

Legal Notice

The State of New Hampshire is seeking bids from qualified vendors for pre-sort mailing services. Specifications may be obtained at

<http://www.admin.state.nh.us/purchasing>.

Bid 1477-13. Bids must be submitted to the Bureau of Purchase and Property no later than 2:00 PM on October 30, 2012.

Tammy Nelson
Administrative Services
(UL - Oct. 22, 23, 24)

[End of Description]

To the Mortgagor or any other person claiming a lien or encumbrance against the Mortgaged Premises: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE. Failure to institute such petition and complete such service upon the Mortgagee conducting the sale prior to sale shall thereafter bar any action or right of action of the Mortgagor based on the validity of the foreclosure.

Liens and Encumbrances: The Mortgaged Premises shall be sold subject to any and all unpaid taxes, mortgages, condominium fees, liens and other encumbrances entitled to precedence over the Mortgage.

Terms: To qualify to bid, bidders other than the Mortgagee must place **Ten Thousand Dollars (\$10,000.00)** on deposit with the auctioneer in cash, by certified check or other form of payment acceptable to the Mortgagee prior to the commencement of the foreclosure sale. The successful bidder will be required to execute a Memorandum of Foreclosure (the "Memorandum") at the time and place of sale, and, if the successful bidder shall refuse to sign the Memorandum, that bidder's deposit shall be retained by the Mortgagee. The successful bidder shall be required to tender an additional deposit within five (5) business days (time being of the essence) of the conclusion of the auction so that the total deposit amount held by or on behalf of the Mortgagee shall be equal to 10% of the successful bid. The failure of the successful bidder to tender such additional deposit shall be a breach of the said bidder's obligations under the Memorandum, entitling the Mortgagee to all of its rights and remedies thereunder. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within forty five (45) days after the sale, on or before the close of business on December 29, 2012. If the successful bidder fails to complete the purchase of the Mortgaged Premises on or before the close of business on December 29, 2012, then the Mortgagee reserves the right to exercise all of its remedies as set forth in the Memorandum, including without limitation, the right to retain the deposit, in full, as reasonable liquidated damages or, as the duly appointed attorney-in-fact of said successful bidder, to assign all rights and obligations evidenced by the Memorandum, as a result of the bidder's failure to perform. If the deposit is retained for any reason, it shall become the property of the Mortgagee, and shall not be required to be applied to the Mortgage debt. Conveyance of the Mortgaged Premises shall be by foreclosure deed. The foreclosure deed shall be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price.

Exclusion of Warranties: Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever including, without limitation, representations or warranties relating to title, possession or tenancies, existence of a condominium, condition of the Mortgaged Premises, construction or fitness for habitation, compliance with applicable state or local building or sanitary codes, recitation of acreage or hazardous waste at the Mortgaged Premises, or any implied or express warranties of any kind.

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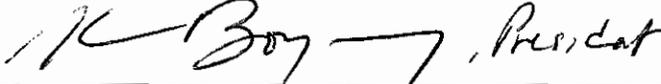
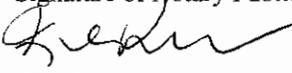
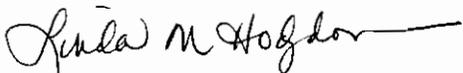
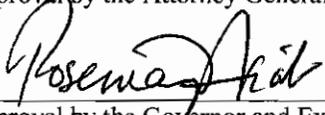
Subject: **Service Contract - Presort Mailing Services**

1.0 AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, 25 Capitol Street Concord, NH 03301	
1.3 Vendor Name Argyle Associates, Inc. d/b/a New Hampshire Print & Mail Services		1.4 Vendor Address 30 Terrill Park Drive, Concord, NH 03301	
1.5 Vendor Phone Number (603) 226-4300	1.6 Account Number 141510-80500000-020-402160	1.7 Completion Date December 31, 2015	1.8 Price Limitation \$355,000
1.9 Contract(s)ing Officer for State Agency Tammy Nelson, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-2009	
1.11 Vendor Signature 		1.12 Name and Title of Vendor Signatory Kevin Boyarsky, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>11/2/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] KERRI A. PINCIARIO, Notary Public My Commission Expires April 15, 2014			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Kerri Pinciario (Notary) / cust service</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Department of Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>12-5-12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract(s) price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Vendor shall not hire, and shall not permit any subVendor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contract(s)ing Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contract(s)ing Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Vendor 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Vendor notice of termination;

8.2.2 give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the Contract(s)ing Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract(s) price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACT(S)S. The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subVendor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Vendor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

I. PURPOSE

The Contractor hereby agrees to supply the State of New Hampshire with presort mailing services in accordance with RFB 1477-13 and as described herein.

II. TERM

The term of the contract shall be for a period of three (3) years commencing January 1, 2013 or upon approval of the Governor and Executive Council, whichever is later. The contract may be renewed for an additional term of two (2) years upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Executive Council.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

III. SCOPE OF SERVICES

1. The term presort shall mean the process by which a 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.

Terms used for presort levels are defined as follows:

- 5-digit: the delivery address on all pieces includes the same 5-digit ZIP Code.
- 3-digit: the ZIP Code in the delivery address on all pieces begins with the same three digits.
- Unique 3-digit: the ZIP Code in the delivery address on all pieces begins with the same three digits as one of the 3-digit areas (as identified in the Domestic Mail Manual, US Postal Service, labeling list L002).
- 3-digit/scheme: the ZIP Code on the delivery address on all pieces begins with one of the 3-digit prefixes processed by the USPS as a single scheme (as identified in the Domestic Mail Manual, US Postal Service, labeling list L003).

2. The term "presort mailing 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. The State shall not reimburse for travel time or mileage.

3. 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, New Hampshire

Health & Human Services

129 Pleasant Street
Concord, New Hampshire

Department of Safety

33 Hazen Drive
Concord, New Hampshire

Department of Transportation

7 Hazen Drive
Concord, New Hampshire

The State reserves the right to change the pick-up locations, delete and/or add additional locations throughout the term of the contract.

4. The Contractor shall notify the State by 9:00 AM if pick-up is not possible for that day. The Contractor shall provide notification by contacting one person, per location. The contact information for notification purposes is as follows:

Administrative Services

25 Capitol Street
Concord, New Hampshire

Name: Alan Quimby or Mike Kennedy

Phone: (603) 271-2355

E-mail: alan.quimby@nh.gov

E-mail: michael.kennedy@nh.gov

Health & Human Services

129 Pleasant Street
Concord, New Hampshire

Name: John Mahon

Phone: (603) 271-4641

E-mail: jmahon@dhhs.state.nh.us

-Or -

Name: Cheryl Connor

Phone: (603) 271-4224

E-mail: cconnor@dhhs.state.nh.us

Department of Safety

33 Hazen Drive
Concord, New Hampshire

Name: Jennifer Maguire

Phone: (603) 271-2608

E-mail: jmaguire@safety.state.nh.us

Department of Transportation

7 Hazen Drive
Concord, New Hampshire

Name: John Neylon

Phone: (603)271-3475

E-mail: jneylon@dot.state.nh.us

5. The State shall meter and date all mail with the same days date with a Concord, NH indicia into trays and covers for pick-up. State agencies shall generate a daily pick-up slip which contains information detailing the number of trays, the total piece count and an authorized signature.
6. The Contractor shall deliver the presorted mail on the same day to a Post Office located in New Hampshire handling automated mail.
7. The Contractor shall process all mail in accordance with the Domestic Mail Manual (most current edition) established by the U.S. Postal Service.
8. The Contractor shall pay any and all fees assessed by the U.S. Post Office to establish drop ship authorization.
9. Sub Contractor's will only be allowed upon receiving written approval in advance from the Contracting Officer specified in Section 1.9.
10. 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 services provided by the Contractor.
11. 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.
12. The Contractor agrees that any damage or injury 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.
13. The Contractor shall provide correspondence and submittals to:

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

EXHIBIT B
CONTRACT PRICE, PRICE LIMITATION, INVOICING, PAYMENT TERMS

1. The Contractor hereby agrees to supply presort mailing services in compliance with all the requirements specified in Exhibit A at the prices listed below for the term of the contract (hereinafter referred to as the Contract Price).

<u>Mail Category (1-3 oz)</u>	<u>Unit Price (per piece)</u>
3 Digit & AADC Bar Coded	\$.017
Mixed AADC Bar-Coded	\$.017
Non-Bar Coded / Non-Automated	no charge*
5 Digit Bar-Coded	\$.017

**non-bar coded pieces are billed at the USPS First Class rate; No additional cost/fee shall be paid to the Contractor by the State.*

<u>Mail Category (1-3 oz)</u>	<u>Unit Credit (per piece)</u>
5 Digit Bar-Coded	\$.005

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

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

2. PRICE LIMITATION: The contract price limitation is \$355,000; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure for the term of the contract in return for the services described in Exhibit A.

3. INVOICING: Invoices shall be submitted on a monthly basis on the last day of each month in which the services have been performed. The invoices shall be directed to:

State of New Hampshire
Department of Administrative Services
Mailroom
State House Annex
25 Capitol Street
Concord NH 03301

4. PAYMENT TERMS: The Contractor shall receive payment for each piece of qualified presort flat mail at the Contract Price in which is processed during the contract period. Mail that does not qualify for the presort mail discount shall be mailed at the regular first class rate by the Contractor. The Contractor shall pay the additional postage and charge back to the State.

The Contractor ensures at least a 90% (or greater) presort or shall credit the difference for the cost of presort to the State at the regular first-class rate.

Payment shall be due within thirty (30) days after receipt of properly documented invoices. Payment shall be made electronically, or by check mailed to the address in Section 1.4.

**EXHIBIT C
SPECIAL PROVISIONS**

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for the contract.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that New Hampshire Print & Mail Services is a New Hampshire trade name registered on October 13, 2011 and that Argyle Associates, Inc. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 5th day of November, A.D. 2012

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

William M. Gardner
Secretary of State

CORPORATE CERTIFICATE

ARGYLE ASSOCIATES, INC.
d/b/a New Hampshire Print & Mail Services

I, Kevin Boyarsky, Secretary of the corporation, do hereby certify that: (1) I am the duly elected and acting President/Treasurer/Secretary of Argyle Associates, Inc., a New Hampshire corporation (the "Corporation"); (2) I am the sole officer of the Corporation; (3) I am the sole individual authorized to enter into contracts on behalf of the Corporation; (4) the tradename, New Hampshire Print & Mail Services, has been duly registered with the Secretary of State of New Hampshire; and (5) the following is a true, accurate and complete copy of the resolution adopted by the Board of Directors of the Corporation by unanimous written consent with an intended effective date of the 1st day of November, 2012, which meeting was duly held in accordance with New Hampshire law and the by-laws of the Corporation:

RESOLVED: That Argyle Associates, Inc. enter into a contract with the State of New Hampshire, acting by and through the Commissioner's Office of the Department of Administrative Services, providing for the performance by the Corporation of certain Presorting services, and the President of the Corporation is hereby authorized and directed for and on behalf of the Corporation to enter into the said contract with the State of New Hampshire and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of the Corporation any and all documents, agreements, and other instruments (and any amendments, revisions or modifications thereto) as he may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of the Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind the Corporation thereby.

The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever and remain in full force and effect as of the date hereof; and the following persons have been duly elected and now occupy the offices indicated below:

Kevin Boyarsky	President
Kevin Boyarsky	Treasurer
Kevin Boyarsky	Secretary

Dated this 8 day of November, 2012.

Donna F. Baron

DONNA F. BARON, Notary Public
My Commission Expires October 21, 2014

Kevin Boyarsky
Kevin Boyarsky, Secretary

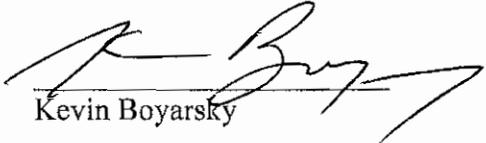
ARGYLE ASSOCIATES, INC.
MEETING OF THE DIRECTOR
BY WRITTEN CONSENT

I, the undersigned, being the sole director of Argyle Associates, Inc. (the "Corporation"), hereby consent to the following action:

VOTED: Pursuant to RSA 293-A:8.21 and RSA 293-A:8.23, this written consent shall take the place of a meeting of the director and shall constitute a written waiver of notice thereof.

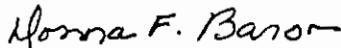
FURTHER
VOTED: To authorize the Corporation to enter into a contract with the State of New Hampshire, acting by and through the Commissioner's Office of the Department of Administrative Services, providing for the performance by the Corporation of certain Presorting and mailing services.

FURTHER
VOTED: To authorize Kevin Boyarsky, President, on behalf of the Corporation, to execute the said contract and any and all other documents that are necessary, desirable or appropriate to accomplish the same.


Kevin Boyarsky

Intended effective date: November 1, 2012

933053_1



DONNA F. BARON, Notary Public
My Commission Expires October 21, 2014

Client#: 55051

ARGYL

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: Jennifer Good
	PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS: JGood@Davistowle.com
INSURER(S) AFFORDING COVERAGE NAIC #	
INSURER A: Merchants Mutual Insurance Co.	
INSURER B: _____	
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

INSURED

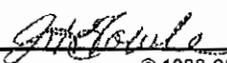
Argyle Associates, Inc.
 DBA NH Print & Mailing Services
 30 Terrill Park Drive
 Concord, NH 03301

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BOPI039298	10/11/2012	10/11/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Pa occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAP9266077	10/11/2012	10/11/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		CUP9140039	10/11/2012	10/11/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ W/C STATUTORY LIMITS OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		BOPI039298	10/11/12	10/11/13	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

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