



**New Hampshire  
Employment  
Security**

[www.nhes.nh.gov](http://www.nhes.nh.gov)

*"We're working to keep New Hampshire working"*

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

September 29, 2015

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

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (NHES) to enter into a no-cost contract amendment with Integrated Office Solutions (VC# 162264), Concord, NH. This amendment will serve to add a single piece of equipment to our existing full service maintenance coverage agreement from the date of Governor and Council approval through June 30, 2016. 100% Federal funds.

The original competitively-bid contract was approved by the Governor and Council on September 4, 2013 as item #37.

**EXPLANATION**

NHES is requesting approval of the attached no-cost contract amendment for full service maintenance coverage services. This amendment will serve to add a standard duplicator unit to the existing full service maintenance agreement.

Respectfully submitted,

George N. Copadis  
Commissioner

GNC/jdr  
Attachments

**NEW HAMPSHIRE EMPLOYMENT SECURITY  
INTEGRATED OFFICE SOLUTIONS MODIFICATIONS  
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council on September 4, 2013, Item #37 (hereinafter referred to as the "Agreement"), Integrated Office Solutions (hereinafter referred to as "Contractor" or "IOS") agreed to supply certain services upon terms and conditions specified in Agreement and in consideration of payment by New Hampshire Employment Security (hereinafter referred to as "NHES") certain sums as specified therein;

WHEREAS, pursuant to Agreement Part I, Section 18 (P-37, page 4): Amendment, the Agreement may be modified or amended by written instrument executed by parties thereto and approved by Governor and Executive Council;

WHEREAS, IOS and NHES have agreed to amend the Agreement in certain respects;

WHEREAS, NHES wishes to make language only modifications and improvements by incorporating coverage of Standard Duplicator SD-650 Serial #F1821000008 to full service contract in order to ensure NHES needs are met;

WHEREAS no additional money will be added to this contract;

WHEREAS IOS has agreed to include the Tobey building at rates established in original bid;

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

Agreement is hereby amended as follows:

1. Amend EXHIBIT A by adding full service maintenance of Standard Duplicator SD-650 Serial # F1821000008 to contract in order to ensure NHES needs are met, and by including language allowing vendor to include cost of back-up paperwork on first invoice after amendment authorization;
2. Amend EXHIBIT B to include cost of full service maintenance of Standard Duplicator SD-650 Serial #F1821000008, at \$142.50 for the first quarter and \$137.50 per subsequent quarters, monies coming from unused funds allowed for copiers, printers, and faxes.

**Table 1**

Contract PO# 1032824 Statement of Work Section Number	AMENDED TEXT
<b>Exhibit A: Specifications</b>	Add to EXHIBIT A, under DESCRIPTION OF WORK, page 3, wherein equipment serviced tables end, the following language:  1) Full Service Maintenance: Standard Duplicator SD-650, Serial # F1821000008 located at Tobey Building; Agreement includes parts on Digital Duplicator but does not include supplies.
<b>Exhibit B: Tobey Building</b>	Add to EXHIBIT B, under INVOICING REQUIREMENTS:  1) Annual cost, Standard Duplicator SD-650 Serial #F182100000, \$550 ; 2) Quarterly Base Charge = \$137.50; 3) First invoice following amendment authorization = \$142.50; 4) Payment will be made from unused funds allowed for copiers, printers, faxes.

**NEW HAMPSHIRE EMPLOYMENT SECURITY  
INTEGRATED OFFICE SOLUTIONS MODIFICATIONS  
CONTRACT AMENDMENT A**

Except as provided herein, all provisions of Agreement remain in full force and effect. This modification shall take effect upon approval by Governor and the Executive Council.

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

Joe Tomaino  
Joe Tomaino  
Integrated Office Solutions

Date: 8/21/15

Corporate Signature Notarized:

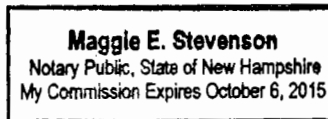
STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this day, August 21, 2015, before me, Maggie E. Stevenson, the undersigned Officer Joe Tomaino, personally appeared and acknowledged ~~her~~ himself to be Owner and President of Integrated Office Solutions., and that he, as Owner and President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~her~~ himself as Owner and President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Maggie E. Stevenson  
Notary Public/Justice of the Peace



My Commission Expires:

(SEAL)

State of New Hampshire

George N. Copadis  
George N. Copadis, Commissioner  
State of New Hampshire  
Department of Employment Security

Date: 8/24/15

Approved by the Attorney General (Form, Substance and Execution)

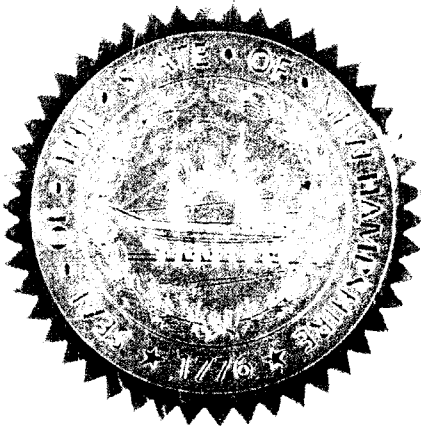
[Signature]  
State of New Hampshire, Department of Justice

Date: 9/29/15

# 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 INTEGRATED OFFICE SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 11, 1997. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25<sup>th</sup> day of August, A.D. 2015

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

William M. Gardner  
Secretary of State



SENTRY INSURANCE A MUTUAL COMPANY  
 STEVENS POINT, WISCONSIN  
 (A PARTICIPATING MUTUAL COMPANY)  
 A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 44-88056

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder  NEW HAMPSHIRE EMPLOYMENT SECURITY ATTN: HELEN DINSMORE 45 SOUTH FRUIT STREET CONCORD, NH 03301	Name and Address of the Insured  INTEGRATED OFFICE SOLUTIONS INC 126 J HALL ST CONCORD, NH 03301
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This certificate is issued on 03-20-2015 and is effective until 03-20-2016. It certifies that policies of insurance listed below have been issued to the insured named above. 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.

Coverage Provided	Policy Number	Coverage Limits
Businessowners Liability	44-88056-01	Each Occurrence \$ 2,000,000
Includes: Bodily Injury		Medical Expense \$ 10,000
Property Damage		Damage to Premises \$ 300,000
Personal Injury		General Aggregate \$ 6,000,000
Advertising Injury		Products Aggregate \$ 6,000,000
Umbrella Liability	44-88056-02	Each Occurrence \$ 1,000,000
		General Aggregate \$ 1,000,000
		\$ 1,000,000
Workers' Compensation and Employer's	44-88056-03	Statutory
		Each Accident \$ 500,000
		Each Disease/Employee \$ 500,000
		Each Disease/Policy \$ 500,000

80-C1035 (SFA)

INT 44-88056 33-222801  
 08-11-2015  
 PAGE 1  
 (0024)

LDI C01 269628-1 02 11



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CERTIFICATE OF INSURANCE - (CONT)

ACCOUNT NUMBER 44-88056

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Coverage Provided	Policy Number	Coverage Limits
Automobile Liability	44-88056-07 Each Accident	\$ 1,000,000

Includes: Bodily Injury  
and Property  
-Specifically Described Autos  
-Hired Autos  
-Non Owned Autos

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

80-C1035 (SFA)

INT 44-88056 33-222801  
08-11-2015  
PAGE 2  
(0024)

LDI C01 269628-1 02 11


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INTEGRATED OFFICE SOLUTIONS  
MEETING OF THE BOARD OF DIRECTORS  
BY WRITTEN CONSENT

We, the undersigned, being all the directors of Integrated Office Solutions, hereby consent in writing to the following action:


**VOTED:** This written consent shall take the place of the meeting of the directors and shall constitute a written waiver of notice thereof.


**FURTHER**

**VOTED:** From July 1, 2015 to Present, Joe Tomaino,   
Signature

President of Integrated Office Solutions, is hereby authorized to execute, submit, deliver and amend, on behalf of Integrated Office Solutions any and all documents or contracts or addendums in connection with the Full Service Maintenance agreement with NH Employment Security for Standard Duplicator SD-650 Serial# F1821000008.

Intended Effective Dates applied **July 1, 2015** through **June 30, 2018**.

  
Joe Tomaino

  
Lee Tomaino

Joe Tomaino  
Directors Name

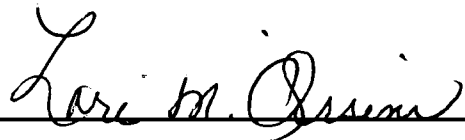
Lee Tomaino  
Directors Name

Sept. 15, 2015  
Date

Sept 15, 2015  
Date

Acknowledgement: State of New Hampshire, County of Merrimack on Sept 15, 2015 before the undersigned officers, personally appeared Joe Tomaino and Lee Tomaino identified as Directors and satisfactorily proven to be the person whose name is signed as Director above, and acknowledged that they executed this document in the capacity indicated.

Signature of ~~Notary Public~~ Justice of Peace



[Seal]

Name & Title of ~~Notary Public~~ Justice of Peace

Lori M. Orsini

Commission Expires: 6/20 / 2017

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 INTEGRATED OFFICE SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 11, 1997. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25<sup>th</sup> day of August, A.D. 2015

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

William M. Gardner  
Secretary of State





**New Hampshire  
Employment  
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

**ADMINISTRATIVE OFFICE**  
32 SOUTH MAIN STREET  
CONCORD, NH 03301-4857



August 22, 2013

#37  
9/14/13

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

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (NHES) to enter into an agreement with Integrated Office Solutions (VC 162264), Concord, NH in the amount not to exceed \$46,500.00 for full service maintenance coverage of thirty-six (36) multi-function devices (printer/copier/fax) as well to provide for repairs on twenty-three (23) facsimile machines from the date of Governor and Council approval through June 30, 2016. 100% Federal funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2014 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>
10 - 02700 - 80400000 - 024 - 500227 Contract Repairs, Office Equipment	\$ 15,500.00	\$ 15,500.00	\$ 15,500.00
Vendor Code: 162264 Integrated Office Solutions			
RQ#: 141057			

**EXPLANATION**

NHES is requesting approval of the attached agreement for full service maintenance coverage of thirty-six (36) multi-function devices as well to provide for repairs on twenty-three (23) facsimile machines. The contract total of \$46,500.00 is for a three-year period (\$15,500.00 per year) beginning with Governor and Council approval through June 30, 2016 with the option to renew for one additional three year term upon consent of both parties and subject to Governor and Council approval.

A competitive bid process was undertaken for full service maintenance of thirty-six (36) multi-function devices as well as to provide for repairs on twenty-three (23) facsimile machine repairs at NHES's offices statewide A "Request For Proposal" (RFP) was sent to four (4) vendors, all of which were obtained from an agency vendor database as there were no responses to our various advertisements. One vendor submitted a bid for maintenance/repairs on the thirty-six (36) multi-function devices as well as to provide for repairs on twenty-three (23) facsimile machine repairs. A review of the submitted bid resulted in the selection of the only responding bidder for the selected products. An RFP list with bid responses is attached.

Respectfully submitted,

George N. Copadis  
Commissioner

Attachments  
GNC/jdr

Subject: Kyocera Mita/Copystar and Okidata, Panafax, Samsung Faxes

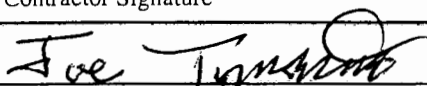
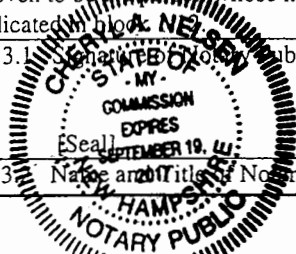
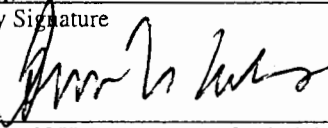
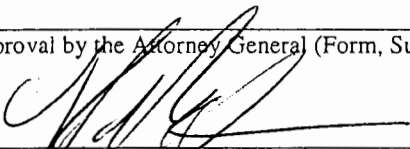
FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Employment Security</u>		1.2 State Agency Address <u>32 South Main Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Integrated Office Solutions VC# 162264</u>		1.4 Contractor Address <u>126 Hall Street STE J, Concord, NH, 03301</u>	
1.5 Contractor Phone Number <u>(603) 224-3635</u>	1.6 Account Number <u>010-027-8040-024-0227</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$46,500.00</u>
1.9 Contracting Officer for State Agency <u>George N. Copadis, Commissioner</u>		1.10 State Agency Telephone Number <u>603-228-4000</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Joe Tomaino, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/14/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be <del>the person</del> 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 Name and Title of Notary or Justice of the Peace  <u>Cheryl A Nelson</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Cheryl A Nelson</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>George N. Copadis, Commissioner</u>	
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>7/1/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, 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 Contractor 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 PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract 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 price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor 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 Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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 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 Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**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.** The Contractor 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 subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor 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 Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor 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 Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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

Contractor Initials J.J.  
Date 06/13/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting 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 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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 Contractor.

**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

### NARRATIVE, 36 Kyocera Mita/CopyStar

For purposes of understanding scope of services required through this contract, NH Employment Security (NHES) owns and requests full service maintenance on thirty-six (36) MFD (copiers with integrated fax unit), located in New Hampshire areas only. Copiers may be moved to different locations within NH during this contract. Newly purchased MFD copiers/printers may be added, if purchased after this contract takes effect, at the same rate defined in this contract.

### NARRATIVE, OKIDATA, PANAFAX, SAMSUNG FAX MACHINES

For purposes of understanding scope of services required through this contract, NHES owns and contracts for time & material on twenty-three (23) fax machines, located in New Hampshire areas only. Fax machines may be moved to different locations within NH during this contract. Newly purchased fax machines may be added, if purchased after this contract takes effect at the same rate defined in this contract. Supplies are not included in this contract.

### SCOPE

This document indicates specific services, materials, products, labor, tools, equipment and/or transportation necessary to provide all phases of Full Service Maintenance Agreement for thirty-six (36) MFD copiers/printers and for an hourly rate, time and materials, Maintenance Agreement for twenty-three (23) fax machines at NHES facilities across the state.

### DESCRIPTION OF WORK

Integrated Office Solutions, hereinafter referred to as Contractor, will provide Full Service Maintenance for thirty-six (36) Kyocera Mita/CopyStar MFD copiers/printers with integrated fax machines at NHES facilities and hourly rate, time and material, for twenty-three (23) fax machines, listed below, as follows:

- Minimum functional requirements of service dictate Contractor will provide 8:00 A.M to 5:00 P.M five (5) days a week, herein known as 8 x 5 x 5, Monday-Friday onsite service when requested by NHES, with no limit on the number of service calls placed by NHES.
  - 1.) Contractor must provide certified, trained Kyocera Mita technicians for Copier service.
  - 2.) Technicians are required to contact service location within one hour, to provide an estimated time of arrival. Such time should not be greater then 4 hours.
  - 3.) All maintenance, supplies, parts and labor are to be included in quarterly base charge and overages of full service maintenance agreement, excluding staples, for Kyocera units. *(Kyocera MFD only)*
  - 4.) Contractor must have website or e-mail system for ordering toner\* and placing service calls. *\*For Kyocera Mita units, all supplies must be genuine Kyocera Mita supplies and FOB Destination.*
  - 5.) Contractor must have website or e-mail system for meter read reporting for submission of quarterly meter reads. Meter reads will be submitted the last week of the month in September, December, March, and June. No other time frame will be accepted.
  - 6.) Contractor is **not** allowed to charge for parts or labor that may need immediate replacement, due to lack of service from previous vendor. *(Kyocera MFD only)*

- 7.) This is a full service maintenance (*Kyocera MFD*) and a time and materials (*faxes*) agreement. NHES will not pay or be responsible to pay for any mileage or travel time for any services requested or performed.
- 8.) Contractor may be required to move equipment to different locations within New Hampshire. Such moves will be billable by Contractor at the prevailing rates.

**Full Service Maintenance: Thirty-Six (36) Kyocera Units as Listed**

Location	Model	Serial #
Berlin	Kyocera Mita 2560	QAS0908888
Berlin	Kyocera Mita 420i F/P	QWG0806854
Claremont	Kyocera Mita 2560	QAS0908887
Claremont	Kyocera Mita 420i F/P	QWG0806881
Colebrook	Kyocera Mita 1650 F/P	AGK3111343
Concord	Kyocera Mita 1650 F/P	AGK3111340
Concord	Copy Star 4230	XY37003287
Concord	Copy Star 3035	AJK3023996
Concord	Kyocera Mita 1650 F/P	AGK3081297
Concord	Kyocera Mita 2050	AGJ3130009
Concord	Kyocera Mita 1650 F/P	AGK3077410
Concord	Kyocera Mita 2560/P	QAS0908889
Concord	Kyocera Mita 2560/F	QAS0908897
Concord	Kyocera Mita 420i F/P	QWG0806818
Concord	Kyocera Mita 420i F/P	QWG0X08283
Concord	Kyocera Mita 420i F/P	QWG0X08443
Concord	Kyocera Mita 420i F/P	QWG0X08451
Conway	Kyocera Mita 420i F/P	QWG0Y09128
Conway	Kyocera Mita 2560	QAS0908885
Conway	Kyocera Mita 2050 F/P	AGH3081152
Keene	Kyocera Mita 2560/P	QAS0708323
Laconia	Kyocera Mita 2560/P	QAS0908896
Laconia	Kyocera Mita 420i F/P	QWG0806865
Littleton	Kyocera Mita 2560/P	QAS0908892
Manchester	Kyocera Mita 2560	QAS0608113
Manchester	Kyocera Mita 2050	AGJ3117310
Manchester	Kyocera Mita 420i F/P	QWG0X08405
Manchester	Kyocera Mita 420i F/P	QWG0X08412
Nashua	Kyocera Mita 2560	QAS0608112
Nashua	Kyocera Mita 420i F/P	QWG0806863
Portsmouth	Kyocera Mita 2560	QAS0908875
Portsmouth	Kyocera Mita 420i F/P	QWG0806851
Salem	Kyocera Mita 420i F/P	QWG0806846
Salem	Kyocera Mita 2560	QAS0908886
Somersworth	Kyocera Mita 2560/P	QAS0908884
Somersworth	Kyocera Mita 420i F/P	QWG0806813

**Hourly service for Twenty-Three (23) Faxes as Listed**

<b>Location</b>	<b>Model</b>	<b>Serial</b>
Berlin	Okidata 4580	AE45011341AO
Berlin	Panafax UF790	JBP2AU00202
Berlin	Panafax UF790	JBP2AU00659
Claremont	Okidata 4580	AE46018733AO
Concord	Okidata 5650	AE5B006138AO
Concord	Okidata 4580	AE54008991AO
Concord	Panafax UF490	LBP1AT00666
Concord	Panafax UF490	LBP1AT00367
Conway	Okidata 4580	AE57035426AO
Conway	Okidata 4580	AE57035426AO
Keene	Okidata 4580	AE404A1003661
Laconia	Okidata 4580	AE4A029460AO
Lebanon	Okidata 4580	AE52000248AO
Manchester	Okidata 4580	AE404A1003651
Manchester	Panafax UF790	JBP2AU00660
Manchester	Panafax UF790	JBP2AU00393
Manchester	Samsung SCX-6322	8W61B1CS200134
Nashua	Okidata 4580	AE53005957AO
Nashua	Panafax UF790	JBP2AU00662
Portsmouth	Okidata 4580	AE404A1003515
Salem	Okidata 4580	AE46018736AO
Somersworth	Okidata 5650	AE5B006140AO
Somersworth	Okidata 4580	AE404A1003516



## EXHIBIT B

### INVOICING REQUIREMENTS

Contractor agrees to provide NHES services indicated in Exhibit A of this agreement at prices quoted in RFP and shown below. Contract is for a three year period beginning with Governor & Council approval through 11:59 PM June 30<sup>th</sup> 2016. Any request for service, even up to the last minute, is covered according with terms described herein.

Contractor agrees to perform services in a professional manner, in accordance with specifications.

NHES Supervisor of Reprographics Equipment II, Douglas Hamer, will direct all efforts expended under this contract. Mr. Hamer can be reached @ [douglas.s.hamer@nhes.nh.gov](mailto:douglas.s.hamer@nhes.nh.gov), or 603-228-4131.

Contract may be renewed for one additional term of three years by written mutual agreement between Contractor and NHES. Contract extension requires NH Governor & Council approval.

Should NHES replace or retire listed equipment, contractor will be notified in writing. Full service maintenance for replaced or retired equipment will be removed from contract within fourteen (14) working days of written notification to Contractor. After such time NHES will not be responsible for any full service maintenance charges of replaced or retired equipment.

<b>Annual cost Thirty-six (36) Kyocera Mita/CopyStar Copiers</b>	<b>\$13,500.00</b>
<b>Quarterly Base Charge 400,000 clicks = \$2,000.00</b>	
<b>Annual Base Charge, includes 1,600,000 clicks @ \$0.005 per click =</b>	<b>\$8,000.00</b>
<b>Annual Overage Allowance, after 1,600,000 clicks @ \$0.005 per click =</b>	<b>\$5,500.00</b>
<b>Annual Cost Twenty-Three (23) Okidata, Panafax, Samsung Faxes</b>	<b>\$ 2,000.00</b>
<b>Hourly Rate @ \$75.00</b>	<b>\$1,000.00</b>
<b>Annual Allowance for parts or added machines</b>	<b>\$1,000.00</b>
<b>TOTAL CONTRACT NOT TO EXCEED</b>	<b>\$46,500.00</b>

### INVOICE

Contractor will invoice quarterly for Kyocera Mita/CopyStar 400,000 base clicks and overages. Base amount cannot be changed, even if machines are added or removed. No minimum amount of clicks may be charged to individual machines. Overages rate can be no greater then base rate.

Contractor will invoice for Okidata, Panafax, Samsung Fax machines per service call on separate invoices according to fax manufacturer. Rate will be per hour. Parts used and cost must be listed on invoice. There will be no payment for travel time or mileage.

NHES will make payment through normal state payment process that is up to 30 days following receipt of approved invoice.

**Invoices will be sent to:** Helen A. Dinsmore  
NHES  
32 South Main St  
Concord, NH, 03301

## **EXHIBIT C**

### **TERM & EXTENSION**

This agreement will begin upon Governor and Council approval and terminate June 30, 2016.

### **SAFETY**

Safety and protection of NHES personnel and property is of utmost concern. Work will interfere as little as possible with NHES business. Contractor will, at his expense wherever necessary or required, furnish safety devices and take necessary precautions to protect life and property.

Work performed will be compliant with current State and Federal safety regulations and standards including, but not limited to, OSHA and U.S. Department of Labor to ensure safety of worker, NHES staff and the general public.

### **TERMINATION**

Either party may terminate this agreement at any time. Terminating party must give written notice of termination, by certified mail, at least thirty days (30) prior to effective termination date. If Contractor fails to perform services this agreement will, without notice, become void and of no effect, with no liability on the part of NHES beyond date Contractor fails to perform required services.

### **DAMAGE**

Contractor will agree damage to buildings, materials, equipment, grounds or other property during performance of services will be repaired at his expense. Contractor will agree to return buildings, materials, equipment, grounds or property to original or better condition and acceptance by NHES representative. Contractor will agree to obtain prior approval of NHES representative for sub-contractor performing repair work.

### **CONFIDENTIALITY & CRIMINAL RECORD**

Contractor and employees will sign and submit STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726), and CRIMINAL RECORDS FORM (DES 2135), prior to any work being done. During the course of this agreement any personnel scheduled to enter NHES must have these forms in place prior to entrance. Criminal Records checks are \$25 for each employee. Contractors assume this fee.

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

Contractor certifies primary participant and its principals, to the best of his knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor will inform NHES of changes in this status.

### **SUB-CONTRACTING**

Contractor must submit names of sub-contractors for approval by NHES. If sub-contractor refuses to work, Contractor may hire a substitute for same or lower price, but cost savings must be rebated to NHES.

**ACCEPTANCE OR REJECTION BY NHES**

NHES reserves the right to accept or reject proposals.

**DAVIS-BACON ACT**

Davis-Bacon Act & Related Acts apply to contractors working on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair of public buildings or public works. Contractors must pay employees prevailing wages/fringe benefits for corresponding work on similar projects in the area, as determined by Department of Labor.

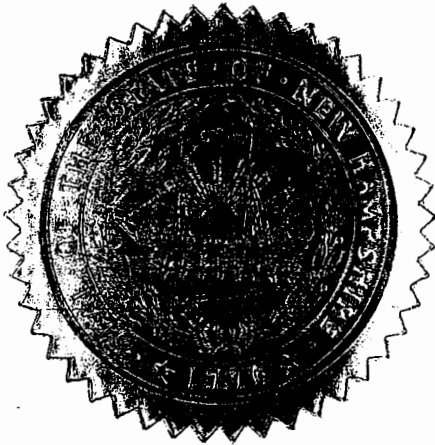
**AMERICANS WITH DISABILITIES ACT**

Contractor will agree to comply with all Federal, State and Local ADA rules and regulations.

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 INTEGRATED OFFICE SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 11, 1997. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14<sup>th</sup> day of June, A.D. 2013

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

William M. Gardner  
Secretary of State



SENTRY INSURANCE A MUTUAL COMPANY  
 STEVENS POINT, WISCONSIN  
 (A PARTICIPATING MUTUAL COMPANY)  
 A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 44-88056

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of  
Certificate Holder

Name and Address  
of the Insured

NEW HAMPSHIRE EMPLOYMENT  
SECURITY ATTN: HELEN DINSMORE  
32 S MAIN ST  
CONCORD, NH 03301

INTEGRATED OFFICE SOLUTIONS  
INC  
126 J HALL ST  
CONCORD, NH 03301

This certificate is issued on 03-20-2013 and is effective until 03-20-2014. It certifies that policies of insurance listed below have been issued to the insured named above. 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.

Coverage Provided	Policy Number	Coverage Limits
Businessowners Liability	44-88056-01	Each Occurrence \$ 2,000,000
Includes: Bodily Injury		Medical Expense \$ 10,000
Property Damage		Damage to Premises \$ 100,000
Personal Injury		General Aggregate \$ 6,000,000
Advertising Injury		Products Aggregate \$ 6,000,000
Umbrella Liability	44-88056-02	Each Occurrence \$ 1,000,000
		General Aggregate \$ 1,000,000
		\$ 1,000,000
Workers' Compensation and Employer's	44-88056-03	Statutory
		Each Accident \$ 500,000
		Each Disease/Employee \$ 500,000
		Each Disease/Policy \$ 500,000
Automobile Liability	44-88056-07	Each Accident \$ 1,000,000
Includes: Bodily Injury and Property		
-Specifically Described Autos		
-Hired Autos		
-Non Owned Autos		

80-C1035 (SFA)

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CERTIFICATE

I, Stephen Goldman Secretary of Integrated Office Solutions, Inc. do hereby certify that:

- (1) I am the duly elected and acting Secretary of Integrated Office Solutions, Inc., a New Hampshire corporation (the "Corporation");
- (2) I maintain and have custody of and am familiar with the seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates with respect to the contents of such books and to affix such seal to such certificates;
- (4) The following are true, accurate and complete copies of the resolution adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held the tenth (10<sup>th</sup>) day of April, 2009, which meeting was duly held in accordance with New Hampshire law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Employment Security, providing for the performance by the Corporation of certain maintenance services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (he/she) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this 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 this Corporation thereby;

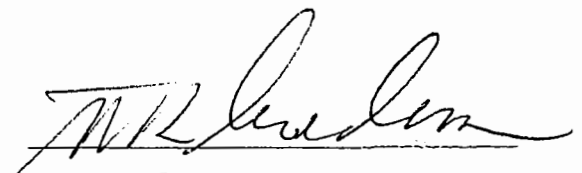
- (5) The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof;
- (6) The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

Joe Tomaino, President

Lee Tomaino, Vice President and Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this

14<sup>th</sup> day of June, 2013

  
Secretary

(Seal)

**NH Employment Security PRINTERS/FAXES MAINTENANCE PROJECT**

Bid Opening 5/28/13 2:00PM

**6 RFPs Distributed: Newspaper, Internet, 4 NHES Database Responses, 6 Bids Submitted from 4 contractors.**

Vendor Bid Ascertained Via	Vendor Address	Bid
Integrated Office Solutions Joe Tomaino	126 Hall Street, Concord, NH, 03301 <a href="mailto:joetomaino@jos-nh.com">joetomaino@jos-nh.com</a> 603-224-0735	36 Copiers: \$13,500 per yr., 1,600,000 clicks @ \$.005 per Faxes: \$75 per hour; \$2,000 annually. \$46,500 for 3 year contract (\$13.5K x 3 + \$2K x 3 = \$46,500)
Konica Minolta Business Solutions Bob Sullivan	Dept AT 952823, Atlanta, GA, 31192 <a href="mailto:rsullivan@kmb.s.konicaminolta.us">rsullivan@kmb.s.konicaminolta.us</a> 603-898-4114	1 Copier: \$13,333 per yr., 1,000,000 clicks @ \$.0058 per \$40,000 for 3 year contract (\$13.333K x 3 = \$39,999)
Ricoh USA Steve Swanick	PO Box 827577, Philadelphia, PA, 19182 <a href="mailto:stephen.swanick@ricoh-usa.com">stephen.swanick@ricoh-usa.com</a> 603-263-1914	3 Copiers: \$3,000 per yr., 100,000 clicks @ \$.0075 per 17 Copiers: \$157 per hour; \$4000, one year only \$13,000 for 3 year contract (\$3K x 3 + \$4K = \$13K)
Toshiba Business Solutions Bob Koffink	1800 Research Drive, Wilmington, MA, 01887 <a href="mailto:robert.koffink@tbs.toshiba.com">robert.koffink@tbs.toshiba.com</a> 603-644-7676	9 Copiers: \$6,000 per yr., 540,000 clicks @ \$.0099 per \$18,000 for 3 year contract (\$6K x 3 = \$18K)
NHES bid this out in December & in May; the only responses received were from current vendors, responding to NH Database queries. NHES combined 6 RFPs into 4 contracts.		

Ads: Union Leader, NH-PTAP, Construction Summary, Onvia, MyBid, Reed Business, IsQft, McGraw-Hill, Works In Progress, etc.  
NHES Database: Bidders previously responding to similar NHES projects advertised in Newspaper or on Internet.