



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



104 Beards

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Finance & Contracts
February 11, 2013

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into a full service maintenance agreement based upon a single bid received in the amount of \$.05175 per color copy and \$.01035 per black and white copy with Konica Minolta Business Solutions, USA Inc., Atlanta, GA 31192-2823, Vendor #177612, not to exceed \$54,000 from the date of Governor and Council approval through February 22, 2015. 100% Highway Funds.

Funding for FY 2013 is available as follows and is contingent upon the availability and continued appropriation of funds in FY 2014 and FY 2015.

Table with 4 columns: Item Description, FY 2013, FY 2014, FY2015. Row 1: 04-96-96-960215-3001 Bureau of Finance & Contracts 024-500227 Contract Repairs-Office Equipment. Values: \$9,000, \$27,000, \$18,000.

EXPLANATION

The Department owns a Konica Minolta Bizhub PRO C6500 Digital Color Copier which has been covered under the original full service maintenance agreement with Konica Monolta since its purchase and installation in February 2007. Konica Minolta provides timely service for maintenance, repairs and replacement parts for this machine. A Request for Bids was advertised in both the Manchester Union and Concord Monitor newspapers, along with being posted to the State of New Hampshire Purchase and Property website. Konica Minolta was the sole bidder.

Bid prices are \$.05175 per color copy and a price of \$.01035 per black and white copy. The annual estimated amount of copies is 500,000 color copies and 200,000 black and white copies per year.

The contract has been approved by the Attorney General as to form and execution, and funding for each fiscal year is contingent upon the availability and continued appropriations of funds. Copies of the fully executed contract are on file with the Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Handwritten signature in black ink, appearing to read "C. D. Clement, Sr." with a stylized flourish at the end.

Christopher D. Clement, Sr.  
Commissioner

Attachment.

Subject:

Konica Minolta Business Solutions

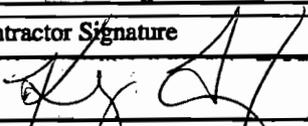
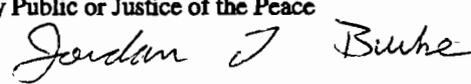
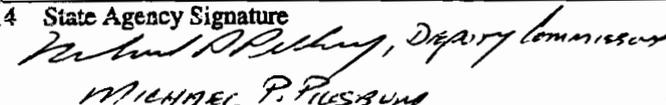
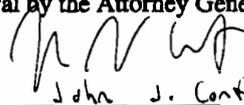
FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Konica Minolta Business Solutions U.S.A., Inc.		1.4 Contractor Address 25 Pelham Road, Salem NH 03079	
1.5 Contractor Phone Number 603-898-4114	1.6 Account Number 960215-215-3001-022-0215	1.7 Completion Date February 22, 2015	1.8 Price Limitation \$54,000.00
1.9 Contracting Officer for State Agency Steven Blanchette, Supervisor, NHDOT Print Shop		1.10 State Agency Telephone Number 603-271-3543	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kay Fernandez, VP Strategic Business Dev.	
1.13 Acknowledgement: State of <u>New Jersey</u> , County of <u>Bergen</u> On <u>2/5/13</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]		JORDAN T. BURKE NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES MAR 1, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Jordan T Burke Notary Public			
1.14 State Agency Signature  MICHAEL P. PLESBUN		1.15 Name and Title of State Agency Signatory  Christopher D. Clement, Sr., Commissioner NHDOT	
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:  John J. Conforti, Attorney On: 3/25/13			
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 *DF*  
Date *2/5/23*

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

Konica Minolta Business Solutions

**Full Service Maintenance Agreement**

Effective upon Governor & Council Approval or  
February 23, 2013, whichever is later.

Completion Date: February 22, 2015

**SCOPE OF  
CONTRACT**



STATE OF NEW HAMPSHIRE  
Department of Transportation

REQUEST FOR BID:

Full Service Maintenance Agreement

SECTION 1: PURPOSE

The purpose of this bid invitation is to establish one full service maintenance & supply contract for one (1) **Konica Minolta bizhub PRO C6500 Color Digital Copier with accessories** to the State of New Hampshire, Department of Transportation, in accordance with the requirements of this bid invitation and any resulting order.

SECTION 2: TERMS OF BID AND CONTRACT

- (a) The awarded vendor must adhere to the general terms and conditions listed within the State of New Hampshire General Provision Statement as well as the State of New Hampshire General Conditions for Bidding and Contracts included in this bid invitation. ***No alterations may be made to this bid invitation or the terms and conditions after the vendor inquiry period.*** Any alterations will result in disqualification of the bid.
- (b) Failure to furnish all information called for in this bid, failure to abide by all rules, terms, conditions and specifications and/or failure to meet the minimum functional requirements of this bid will result in disqualification of the bid.
- (c) The State reserves the right to reject any or all bids or any part thereof.
- (d) This repair service and maintenance contract will be in effect for a two-year (24 month) period with an option to renew for one additional term of two-years (24 months) beginning upon Governor and Council approval or **February 23, 2013** whichever is later and running through 11:59 P.M. **February 22, 2015**. Any request for service placed by the State within the time period of this contract, even up to the last minute, is to be covered in accord with the terms described herein.
- (e) If the Department of Transportation should decide to replace or retire any of the listed equipment within the contract period, the full service maintenance for the replaced or retired equipment shall be removed from the contract within 14 working days of written notification to the vendor. After such time, the agency will no longer be responsible for any full service maintenance charges of replaced or retired equipment.

**SECTION 3: NOTICE: CONDITIONAL NATURE OF AGREEMENT:**

(Conditional nature of any resulting agreement that may arise from this RFB)

**Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments herunder, 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 those funds, the State shall have the right to withhold those funds 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.**

**SECTION 4: NARRATIVE AND SCOPE**

For purposes of understanding the scope of services required through this contract, the agency owns and requests full service maintenance on the following equipment:

- (1) Konica Minolta bizhub PRO C6500 Color Digital Copier, serial number AO3U010000745 with accessories, having reproduced approximately 2.55 million color copies and 1.5 million black copies since original installation.

**SECTION 5: MINIMUM FUNCTIONAL REQUIREMENTS OF THE SERVICE**

**This full service maintenance contract will be awarded to the lowest-priced bidder offering to meet or exceed all of the following minimum functional requirements:**

**Services** to be provided by contractor under this full service maintenance agreement shall include: 8:00 A.M to 4:00 P.M five (5) days a week Monday-Friday onsite service when requested by the agency.

1. Vendor must respond to the Department of Transportation via telephone within one (1) hour of initial support request.
2. Vendor must be on-site within four (4) hours of telephone response with the Department of Transportation.
3. All maintenance, supplies, parts and labor are to be included in the monthly charge of the full service maintenance agreement excluding the cost of paper.
  - a. All supplies must be genuine Konica Minolta supplies and FOB Destination.
  - b. All parts must be from the original equipment manufacturer (OEM) and FOB Destination.
4. This is a full service maintenance agreement. The State of New Hampshire, Department of Transportation shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed.

**SECTION 6: REQUESTED MONTHLY COPY ALLOWANCE**

The following may contain different copy allowance requests. Please quote on each request on the attached pricing quote sheets as indicated. The agency will choose **ONE** of the following allowances plans based on the overall pricing plan that fits the budget.

**1. Copy Allowance Plan Number One (1):**

- ▶ Color Copies 25,000 copies
- ▶ Black Copies 15,000 copies

**2. Copy Allowance Plan Number Two (2):**

- ▶ Color Copies 30,000 copies
- ▶ Black Copies 20,000 copies

**3. Copy Allowance Plan Number Three (3):**

- ▶ Color Copies 35,000 copies
- ▶ Black Copies 25,000 copies

**SECTION 7: INVOICING REQUIREMENTS**

1. Vendor shall invoice **monthly** for the monthly base charge.
2. Vendor shall invoice **monthly** for any excess copy charges per month.

**SECTION 8: LINE ITEM COSTS**

1. The State of New Hampshire shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed.
  - a. Vendor must respond to the Department of Transportation via telephone within one (1) hour of initial support request.
  - b. Vendor must be on-site within four (4) hours of telephone response with the Department of Transportation.
  - c. All supplies and parts that are *critical* for proper maintenance will be reimbursed to the vendor at cost plus 30%.
    - i. All supplies must be genuine Konica Minolta supplies and FOB Destination.
    - ii. All parts must be from the original equipment manufacturer (OEM) and FOB Destination.

**REQUIREMENTS OF THE WINNING BIDDER**

Upon receipt of contract award notification, the successful bidder must furnish the following:

- A signed and completed General Provisions Terms and Conditions form P-37 (Provided by Agency at award of bid). The successful Vendor and the State, following notification, shall promptly execute this form of contract, which is to be completed by incorporating the service requirements and price conditions established by the Vendor's offer.
- Signed and notarized copy of a Certificate of Vote/Authority: This must provide evidence authorizing the individual executing the contract to bind the business organization as of the date the individual signs the contract. Such certificates shall *not* be self-authenticating if other than a Vendor who is contracting in his/her individual capacity.

- Certificate of **Comprehensive General Liability Insurance in the amount of \$2 million or more for each occurrence.** This **must be stated on the certificate in the per claim or occurrence section under General Liability.** The certificate must identify the State of New Hampshire, Department of Transportation as the Certificate Holder.
- Proof of Worker's Compensation to cover the contracted Vendor, any Sub Vendors of the contracted Vendor (if applicable) and any employees of the contracted Vendor for any services provided. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any Sub Vendor or employee of vendor which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of any service.
- Certificate of Good Standing from the State of New Hampshire Department of State dated on or after April 1, 2012.

EXHIBIT B

Konica Minolta Business Solutions

**Full Service Maintenance Agreement**

Effective upon Governor & Council Approval or  
February 23, 2013, whichever is later.

Completion Date: February 22, 2015

**BID CONTRACT  
AMOUNT**



STATE OF NEW HAMPSHIRE  
Department of Transportation

REQUEST FOR BID

**FULL SERVICE MAINTENANCE AGREEMENT**  
**VENDOR'S BID RESPONSE SHEET 1 OF 3**

Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Please list all pricing schemes. Mark in appropriate areas if supporting documentation is attached.

**7.1a COPY ALLOWANCE PLAN NUMBER ONE (1)**

<b>Maintenance &amp; per copy charge for Konica Minolta bizhub PRO C6500 Digital Color Copier, serial number A03U0000745 with accessories. (Price to be based upon the copying of an 8 1/2 x 11 sheet of paper)</b>	
COLOR BASE CHARGE FOR 25,000 COPIES	\$1,293.75
BLACK BASE CHARGE FOR 15,000 COPIES	\$ 155.25
COLOR OVERAGE CHARGE OVER THE 25,000 COPIES	.05175
BLACK OVERAGE CHARGE OVER THE 15,000 COPIES	.01035

EXHIBIT C

Konica Minolta Business Solutions

**Full Service Maintenance Agreement**

Effective upon Governor & Council Approval or  
February 23, 2013, whichever is later.

Completion Date: February 22, 2015

# SPECIAL PROVISIONS

**NO SPECIAL PROVISIONS  
UNDER THIS ATTACHMENT**



KONICA MINOLTA

SECRETARY'S CERTIFICATE

I, Myrtha Eugene, Assistant Secretary of KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC., a corporation duly organized and existing under the laws of the State of New York (the "Corporation"), do hereby certify that:

(a) the following Resolutions were adopted August 23, 2005 by the unanimous written consent of Board of Directors of the Corporation:

RESOLVED, that the officers of the Corporation (the "Officers") listed on the attached Exhibit A be and each of such Officers hereby are authorized to execute and deliver documents and take such action by and on behalf of the Corporation in connection with the day to day operation of the Corporation as any of them may, in their sole and absolute discretion, deem necessary and appropriate; and it is

FURTHER RESOLVED, that the Officers may delegate their authority to execute and deliver documents and take action by and on behalf of the Corporation to other employees of the Corporation as any of them may, in their sole and absolute discretion, deem necessary and appropriate.

(b) except as to the names of Officers listed on the Resolution's Exhibit A, such Resolutions have not been amended or rescinded and as of the date hereof remain in full force and effect; and

(c) that the persons whose names are set forth below are duly qualified and currently serve as officers of the Corporation in the capacity herein described:

Nobuo Umehara, President and Chairman  
Richard Taylor, President and COO  
Keiji Okamoto, Executive Vice President, Business Planning  
John Thielke, Executive Vice President, Finance & CFO  
Alan Nielsen, Executive Vice President, Dealer Sales  
William Troxil, President, Direct Division  
Hiroshi Okazaki, Senior Vice President, Strategy Planning  
James Lange, Senior Vice President, Corporate Key Accounts  
Kevin Kern, Senior Vice President, Marketing  
Naoya Tanigami, Senior Vice President, International Sales  
Brian Cupka, Senior Vice President, General Counsel & Secretary  
Nelson Lin, Vice President, Information Technology  
Donald J. Warwick, Vice President, Human Resources  
Myrtha Eugene, Assistant Secretary

In addition, Todd Foote, Vice President, Government Sales & Marketing and Kay Fernandez, Vice President, Strategic Business Development are authorized to sign various documents, including contracts and bid related documents on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 5<sup>th</sup> day of February 2013.



MYRTHA EUGENE, Assistant Secretary  
KONICA MINOLTA BUSINESS SOLUTIONS  
U.S.A., INC.

(CORPORATE SEAL)

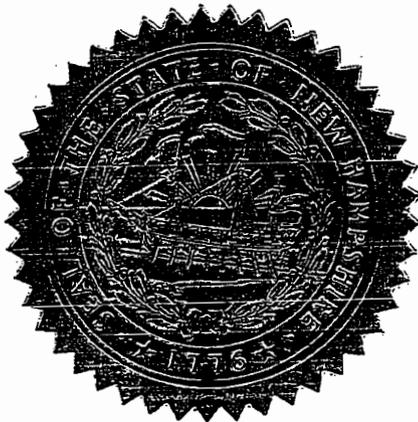
Jordan J Burke 2/5/13

JORDAN T BURKE  
NOTARY PUBLIC  
NEW JERSEY  
MY COMMISSION EXPIRES 3-1-2016

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 KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on June 11, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



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 September, A.D. 2012

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

William M. Gardner  
Secretary of State

