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ADMINISTRATIVE OFFICE
45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER
RICHARD J. LAVERS, DEPUTY COMMISSIONER

May 17, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into an agreement with Konica Minolta Business Solutions USA, Inc., Ramsey, NJ in the amount not to exceed \$27,720 for full service maintenance coverage of two (2) Konica 1052 devices from July 1, 2019 or the date of Governor and Council approval, whichever is later, through June 30, 2022. 100% Federal funds.

Federal funding is anticipated to be available in State FY2020 forward upon the continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		<u>STATE FISCAL YEAR</u>		
		<u>2020</u>	<u>2021</u>	<u>2022</u>
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY			
10-02700-80400000-024-500225	Contract Repairs, Equipment	\$9,240.00	\$9,240.00	\$9,240.00

EXPLANATION

NHES is requesting approval of the attached agreement for full service maintenance coverage of two (2) Konica 1052 devices. The contract total of \$27,720 is for a three-year period (\$9,240 per year) beginning July 1, 2019 or upon Governor and Council approval, whichever is later, through June 30, 2022.

A competitive bid process was undertaken for full service maintenance of two (2) Konica 1052 devices at NHES's Concord offices. A "Request For Bid" (RFB) was simultaneously posted to two (2) state websites. Two (2) vendors submitted bids for full service maintenance on the two (2) Konica devices. A review of the submitted bids resulted in the selection of the lowest responding bidder for the selected products. An RFB list with bid responses is attached.

Respectfully submitted,

George N. Copadis
Commissioner

Attachments
GNC/jdr

NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY

Request For Bid (RFB) NHES 2019-01B

Full Service Maintenance Agreement for two (2) Konica 1052 Devices

Bid Opening 04/16/2019 @ 8:30 am

RANK	VENDOR NAME	Serial # A4EV011000879		Serial # A4EV011000896	
		Quarterly Base Charge 250,000 Clicks	Per Click Rate	Quarterly Base Charge 100,000 Clicks	Per Click Rate
1	Konica Minolta Business Solutions	\$ 962.50	\$ 0.00385	\$ 385.00	\$ 0.00385
2	Electronic Risks Consultants	\$ 2,150.00	\$ 0.00860	\$ 860.00	\$ 0.00860
2 Bids Submitted					
NHES simultaneously posted the RFB to two (2) state websites.					



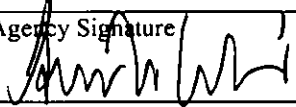

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

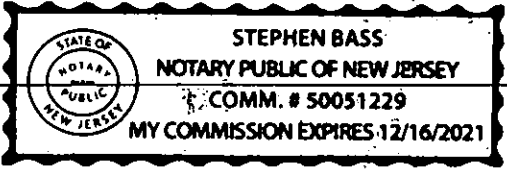
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Konica Minolta Business Solutions USA, Inc.		1.4 Contractor Address 100 Williams Drive, Ramsey, NJ 07446	
1.5 Contractor Phone Number (603) 475-1317	1.6 Account Number 10-027-8040-024-500225	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$27,720.00
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Myrtha Eugene, Assistant Secretary & Corporate Counsel	
1.13 Acknowledgement: State of NEW HAMPSHIRE NEW JERSEY, County of Rockingham BERGEN On MAY 1, 2019, 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] 			
1.13.2 Name and Title of Notary or Justice of the Peace STEPHEN BASS, NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
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) (if applicable) By:  On: 5/17/2019			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

This contract consists of all labor, tools, equipment, materials and transportation necessary to provide New Hampshire Department of Employment Security (NHES) full service and maintenance, including usage, for two (2) Konica 1052 Devices.

The Contractor's Bid Proposal submitted in response to RFP # NHES 2019-01B for Full Service Maintenance Agreement for two Konica 1052 Devices is hereby incorporated by reference into this Agreement.

SPECIFICATIONS

Contractor will provide 8:00am – 5:00pm EST, five (5) days per week, Monday through Friday, onsite service when requested by NHES, with no limit on the number of service calls placed by NHES.

Contractor must provide certified, trained Konica technicians for machine service.

Technicians are required to contact service location within one hour, to provide an estimated time of arrival. The service call window should not be greater than 4 hours.

All maintenance, supplies, parts and labor, and all consumables, excluding paper and staples, are included in annual base charge.

Contractor must have website or e-mail system for ordering toner and placing service calls.

- a. Toner must be provided FOB Destination.
- b. All parts must be from original equipment manufacturer (OEM) and FOB Destination.

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.

Contractor is not allowed to charge for parts or labor that may need immediate replacement, due to lack of service from previous vendor.

This is a full service maintenance agreement. NHES will not pay or be responsible to pay for any mileage or travel time for any services requested or performed.

Click charges will be calculated based on 11 x 17 sheets as one (1) click. There will be no double click charge for 11 x 17 sheets.



SAFETY ISSUES AND COMPLIANCE REQUIREMENTS

Safety and protection of Contractor, NHES personnel, the public and property is of utmost concern. All work will interfere as little as possible with NHES business. Contractor will at his own expense, wherever necessary or required, furnish safety devices and take all precautions necessary to protect life and property. Contractor will be responsible for obtaining all materials, permits and approvals required under this contract.

- Work will be performed professionally and in a manner compliant with all existing city, state and federal safety laws, rules, regulations and standards including but not limited to OSHA and US Department of Labor to ensure safety of workers, NHES personnel and the general public.
- Damages by Contractor performing under this contract to NHES property or adjacent property will be the responsibility of Contractor. Contractor will repair all damages at no cost to NHES.
- Rubbish and debris will be promptly removed from premises as it occurs. All materials will be properly disposed of off-site in strict accordance with all applicable laws, rules, regulations and ordinances.



EXHIBIT B

INVOICE

The Contractor agrees to provide NHES with services as indicated in Exhibit A of this Agreement at prices quoted in the Bid Proposal and as shown below.

Contractor agrees to perform services in a professional manner in accordance with the terms of the contract.

Description	Quarterly Click Count	Per Click Cost	Quarterly Cost	Annual Click Count	Annual Cost
Konica 1052 Device Serial # A4EV011000879 (Print Shop)					
Maintenance Base Charge	250,000	\$0.00385	\$962.50	1,000,000	\$3,850.00
Overage Allowance	150,000	\$0.00385	\$577.50	600,000	\$2,310.00
Konica 1052 Device Serial # A4EV011000896 (Computer Center)					
Maintenance Base Charge	100,000	\$0.00385	\$385.00	400,000	\$1,540.00
Overage Allowance	100,000	\$0.00385	\$385.00	400,000	\$1,540.00
Annual Contract Total					\$9,240.00
Contract Total Not To Exceed					\$27,720.00

Contractor will direct questions/issues regarding technical aspects of work associated with Serial #A4EV011000879 to NH Department of Employment Security Print Shop Manager for this contract, Mark Robinson. Mr. Robinson can be reached via his email, mark.a.robinson@nhes.nh.gov, or his office phone, 603-228-4171.

Contractor will direct questions/issues regarding technical aspects of work associated with Serial #A4EV011000896 to NH Department of Employment Security IT Manager for this contract, William Laycock. Mr. Laycock can be reached via his email, william.laycock@doit.nh.gov, or his office phone, 603-228-4189.

Contractor will invoice NHES for base rate and overage click charges quarterly. Payment will be made through the normal State payment process following acceptance by NHES. Invoices will be sent to:

NH Employment Security
ATTN: Accounts Payable
45 South Fruit Street
Concord, NH 03301-4857

And/or emailed to: accountspayable@nhes.nh.gov



EXHIBIT C

ADDITIONAL PROVISIONS

1. TERM & EXTENSION

The contract will begin upon Governor and Council approval or July 1, 2019, whichever is later, and remain in effect until June 30, 2022, unless terminated sooner as provided for in applicable contract documents.

2. CONTRACT DOCUMENTS

Standard terms and conditions are set forth in the Standard State Contract form, P-37. In the case of any conflict in terms between Exhibit C and the P-37, the provisions of the P-37 form will control.

3. TERMINATION FOR CONVENIENCE

If Contractor fails to perform services as required, this agreement may be terminated as provided in the P-37 contract form. Either party may terminate this agreement for convenience at any time prior to effective date of termination by giving thirty (30) days advance written notice of intent to terminate to the other party.

4. CONFIDENTIALITY, CRIMINAL RECORD & NH CERTIFICATE OF GOOD STANDING

Contractor and each of its employees working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** (DES 1726) and a **CRIMINAL RECORD AUTHORIZATION FORM** (Form No. DES 2135) prior to the start of any work under this Agreement. There is a fee for each background check required, which must be paid by the contractor.

5. DAMAGE

Contractor agrees that any damage to building(s), materials, equipment or other property during performance of its services will be repaired at its expense. Contractor agrees to return all buildings, materials, equipment or property affected by the contractor's work to their original condition or better. Contractor agrees to obtain approval of NH Employment Security representative assigned to project for any sub-contractor performing such repair work.

6. DEBARMENT AND SUSPENSION

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (IF APPLICABLE)

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. BYRD ANTI-LOBBYING AMENDMENT (IF APPLICABLE)

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

10. DAVIS-BACON ACT (IF APPLICABLE)

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

11. CONTRACT WORK HOURS AND SAETY STANDARDS ACT (IF APPLICABLE)

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

State of New Hampshire

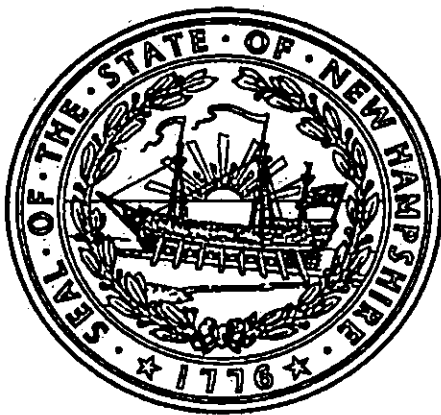
Department of State

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. is a New York Profit Corporation registered to transact business in New Hampshire on June 11, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 316620

Certificate Number: 0004508052



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



KONICA MINOLTA

SECRETARY'S CERTIFICATE

I, BRIAN CUPKA, 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."

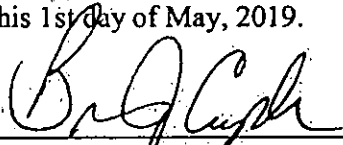
(b) except as to the names of Officers listed on the August 23, 2005 Resolution's Exhibit A, such Resolutions have not been amended or rescinded and as of the date hereof remain in full force and effect; and

(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:

Richard K. Taylor	President & CEO
John Thielke	Executive Vice President , CFO and Treasurer
Salvatore Errigo	Executive Vice President, Sales & Business Development
Mark Bradford	Senior Vice President, Business Transformation and Planning.
Kazuya Yoneda	Executive Vice President, Strategic Business Planning
William Troxil	Senior Vice President, Strategic Business Development
Kevin Kern	Senior Vice President, Business Intelligence Services & Product Planning
Brian J. Cupka	Executive Vice President, General Counsel & Secretary
Nelson Lin	Vice President - Information Technology
Myrtha Eugene	Assistant Secretary

(d) The Board of Directors has authorized Todd Croteau, President, All Covered Division; Todd Foote, Vice President, Government Sales & Marketing, Kay Fernandez, Vice President, Marketing and Terence Dixon, President, Direct Organization to sign various documents, including contracts and bid related documents, on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 1st day of May, 2019.



BRIAN J. CULPKA, Secretary
KONICA MINOLTA BUSINESS SOLUTIONS
U.S.A., INC.

(CORPORATE SEAL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2018

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 have ADDITIONAL INSURED provisions or 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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 CN101223113-AWP-18-10	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Sompco America Insurance Company</td> <td>11128</td> </tr> <tr> <td>INSURER B : Continental Insurance Company of New Jersey</td> <td>35289</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sompco America Insurance Company	11128	INSURER B : Continental Insurance Company of New Jersey	35289	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B : Continental Insurance Company of New Jersey	35289														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Konica Minolta Business Solutions, U.S.A., Inc. Attn: Lynne Ransom 500 Day Hill Road Windsor, CT 06095															

COVERAGES CERTIFICATE NUMBER: NYC-009819950-23 REVISION NUMBER: 1

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> TECH E&O <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		287233832	10/01/2018	10/01/2019	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ LIMIT: \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X		ADV40004ED (AOS) ADV40003D0 (MA) Comprehensive Ded: \$500 Collision Ded: \$1,000	10/01/2018 10/01/2018	10/01/2019 10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCN40006G0 (W) JCD40012M0 (AOS)	10/01/2018 10/01/2018	10/01/2019 10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NH Employment Security is included as additional insured (except for Workers' Compensation) where required by written contract.

CERTIFICATE HOLDER NH Employment Security 45 South Fruit Street 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 of Marsh USA Inc. Brian L. Schneider <i>BLS</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/05/2018

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (AG. No. Ext): (866) 283-7122 FAX (AG. No.): (800) 363-0105	
	E-MAIL ADDRESS: 	
INSURED Konica Minolta Business Solutions U.S.A., Inc. Attn: Lynne Ransom 500 Day Hill Road Windsor CT 06095 USA	INSURER A: Sompo America Insurance Company NAIC # 11126	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570073496329** **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. Limits shown are as requested

INSTR	TYPE OF INSURANCE	ADDL INSD	INSUR Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPL40210K0	10/01/2018	10/01/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CPU40539W0	10/01/2018	10/01/2019	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
	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				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH Employment Security is included as Additional Insured in accordance with the policy provisions of the General Liability and Umbrella Liability policies with respect to Konica Minolta's work and/or operations.

CERTIFICATE HOLDER NH Employment Security 45 South Fruit Street Concord NH 03301 USA	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 

Holder Identifier :

Certificate No : 570073496329

