

51 MLC



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION

Helen E. Hanks  
Commissioner

P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 1-888-908-6609  
TDD Access: 1-800-735-2964  
www.nh.gov/nhdoc

Robin H. Maddaus  
Director

August 23, 2019

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

**REQUESTED ACTION**

1. Authorize the NH Department of Corrections, NH Correctional Industries to enter into a sixty (60) month lease agreement with Konica Minolta Business Solutions 1000 Elm Street, Suite G103, Manchester, NH 03101 (VC # 177612), in the amount of \$34,464.00, for a color production printer/copier/scanner effective upon Governor and Executive Council approval, for the period of 60-months from the date of installation. 100% Agency Income (Correctional Industries Fees)
2. Further, upon approval of Requested Action #1, authorize the NH Department of Corrections, NH Correctional Industries to enter into a 60-month full maintenance and repair service agreement with Konica Minolta Business Solutions 1000 Elm Street, Suite G103, Manchester, NH 03101 (VC # 177612) , in the amount of \$115,500.00, for a color production printer/copier/scanner effective upon Governor and Executive Council approval, for the period of 60 months from the date of installation. 100% Agency Income (Correctional Industries Fees)

Funds to support this request are anticipated to be available in the following account, Prison Industries, Correctional Industries Inventory: 02-46-46-462010-57310000 for SFY 2020 through SFY 2025 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State fiscal years through the Budget Office if needed and justified.

**Konica Minolta Business Solutions**

Account	Description	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025	Total
022-500255	Rents/Leases	\$6,318.40	\$6,892.80	\$6,892.80	\$6,892.80	\$6,892.80	\$574.40	\$34,464.00

Account	Description	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025	Total
020-500217	Printing, BW	\$4,125.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$375.00	\$22,500.00
020-500217	Printing, Color	\$17,050.00	\$18,600.00	\$18,600.00	\$18,600.00	\$18,600.00	\$1,550.00	\$93,000.00
Subtotal Printing		\$21,175.00	\$23,100.00	\$23,100.00	\$23,100.00	\$23,100.00	\$1,925.00	\$115,500.00

<b>Total Contract Amount</b>	<b>\$149,964.00</b>
------------------------------	---------------------

## EXPLANATION

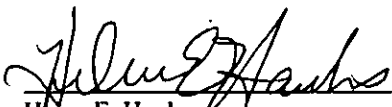
The NH Department of Corrections, NH Correctional Industries (NHCI) is requesting approval to enter into a 60-month full maintenance and repair service and supplies lease agreement with Konica Minolta Business Solutions for a Konica Minolta AccurioPress C3070 color production printer/copier/scanner inclusive of delivery, installation and training. NHCI will have the option to extend the lease agreement or purchase the device at the end of the lease term.

The NHCI Print Shop produces printed materials for state agencies, municipalities, non-profits and private customers while providing vocational training to residents in all aspects of the printing business. Leasing a color production printer/copier/scanner will allow the print shop to produce a professional quality work product in a more cost efficient manner. The machine accounts for 10 – 15% of the print shop business generating \$50,000 - \$75,000 of revenue per fiscal year. In addition, it will allow the print shop to incorporate the most recent printing technologies into NHCI's training programs.

The lease and service agreement with Konica Minolta Business Solutions will include service to protect and repair equipment from untimely breakdowns thus potentially avoiding costly loss of productivity. If the color production printer/copier/scanner should malfunction and deemed non-productive for three (3) or more consecutive working days, Konica Minolta Business Solutions shall provide a loaner of similar or better capability at no cost. All operating supplies to include toner, developer, fuser, photoreceptive drums, belts and any other consumables, except paper and staples, for the day-to-day operation of the color production copier/printer/scanner shall be provided by Konica Minolta Business Solutions.

The contract bid, Bid #Graphics 2019-03-B was posted to the Department of Administrative Services, Purchase and Property website for a period of three (3) weeks with forty-nine (49) vendors notified of the solicitation. Five bids were received with Konica Minolta Business Solutions selected as the lowest overall fair market value.

Respectfully Submitted,

  
Helen E. Hanks  
Commissioner

## Bid Graphics 2019-03-B

### Bid Summary Based on Fair Market Value (FMV) Lease

(Client's Choice of Leasing Method)

Bidder	Leasing (FMV)		Service Base Charge		B&W Clicks		Color Clicks		60 Month Total
	Monthly/APR	60 Month Total	Monthly	60 Month Total	EA	X 3 Mil	EA	X 3 mil	
Konica Minolta Business Solutions *	\$574.40/ .021%	\$34,464.00	0	0	\$0.0075	\$22,500.00	\$0.031	\$93,000.00	\$149,964.00
Ricoh USA, Inc.	\$805.29/ 9.5%	\$48,317.40	0	0	\$0.0063	\$18,900.00	\$0.028	\$84,000.00	\$151,217.40
Canon Solutions America, Inc.	\$533.57/ 0.195%	\$32,014.20	0	0	\$0.007	\$21,000.00	\$0.033	\$99,000.00	\$152,014.20
Budget Document Technology	\$655.01/ 5.00%	\$39,300.60	\$5.00	\$300.00	\$0.0059	\$17,700.00	\$0.032	\$96,000.00	\$153,300.60
Axion Business Technologies	\$716.85/ 2.2324%	\$43,011.00	0	0	\$0.004	\$12,000.00	\$0.039	\$117,000.00	\$172,011.00

\* Prospective awardee

### Devices Offered

Konica Minolta Business Solutions

AccurioPress C3070

Ricoh USA, Inc.

Ricoh Pro C7200 SL (qualified)

Ricoh Pro C5210s (disqualified: duty cycle does not meet specification)

Canon Solutions America, Inc.

Canon ImagePress C750

Budget Document Technology

Xerox Versant V180P

Axion Business Technologies

AccurioPress C3070



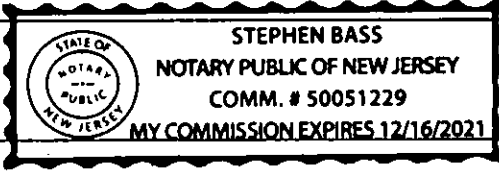
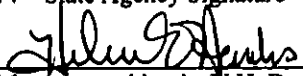
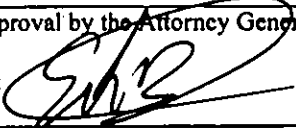
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Dept. of Corrections/Correctional Industries Print Shop		1.2 State Agency Address NH State Prison for Men 281 North State Street Concord, NH 03302	
1.3 Contractor Name Konica Minolta Business Solutions USA, Inc.		1.4 Contractor Address 1000 Elm Street, Suite G103 Manchester, NH 03101	
1.5 Contractor Phone Number 603-475-1317	1.6 Account Number Leasing 57310000-500255 Prints 57310000-500217	1.7 Completion Date 60 months after installation, projected August 1, 2024	1.8 Price Limitation \$149,964.00
1.9 Contracting Officer for State Agency Lisa Stone		1.10 State Agency Telephone Number (603) 271-1875	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Myrtha Eugene, Assistant Secretary	
1.13 Acknowledgement: State of New Jersey, County of Bergen On August 19, 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 Helen E. Hanks, 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: 8/30/2019			
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.

# CONTRACT FOR NHCI COLOR PRODUCTION PRINTER, LEASE WITH SERVICE

## EXHIBIT A

### SCOPE OF SERVICES

#### 1.0 OVERVIEW

- 1.1 Konica Minolta Business Solutions, Inc. hereby enters into a contract with the State of New Hampshire's Department of Corrections - Correctional Industries Print Shop. This document, "EXHIBIT A," sets forth the performance duties of Konica Minolta Business Solutions, Inc. under the contract.
- 1.2 Konica Minolta Business Solutions, Inc. (hereafter, "Contractor") shall lease to NH Correctional Industries Print Shop a Konica Minolta AccurioPress C3070 color production printer (hereafter "Device") and shall provide full service maintenance and supplies for the Device for the life of the lease as set forth below, in accordance with the provisions of Bid #Graphics 2019-03-B.

#### 2.0 LEASING

- 2.1 Contractor shall lease the Device to NH Correctional Industries Print Shop on a Fair Market Value basis for a term of 60 months. At the end of the term, in the absence of any subsequent agreement to extend or purchase the Device, the Contractor shall take it back.
- 2.2 The Contractor shall arrange or provide lease financing. The terms and conditions of the State, as set forth in its P-37 contract, its related exhibits and its purchase order, shall form the entirety of the lease agreement, and no other leasing terms or conditions shall be binding on the State in this contract.

#### 3.0 EQUIPMENT TO BE SUPPLIED

- 3.1 Contractor shall provide a color production Device in full compliance with all device specifications of Bid #Graphics 2019-03-B, as follows:
- 3.2 Device shall be sheetfed and shall form images on paper by toner-based electrophotography.
- 3.3 Device shall be equipped to perform the functions of printing, copying and scanning and shall include all parts, boards and internal software necessary to do so.
- 3.4 Device shall be a production-level color printer with a minimum speed of 70 pages per minute at 8-1/2" x 11" page size.
- 3.5 Device shall have a rated duty cycle of at least 500,000 impressions per month.
- 3.6 Device shall offer print resolution of 1200 x 1200 dpi or higher.
- 3.7 Device shall be able to print without difficulty on recycled paper having 30% postconsumer waste content.
- 3.8 Device and all its subsystems and parts shall be brand new. It will not be a demo model and will not be refurbished, remanufactured or used.
- 3.9 Device shall be Energy Star® or Rohs compliant and shall feature automatic power saving modes to conserve power when the printer has not been active for a time.
- 3.10 Device shall have or be provided with sufficient dedicated surge protection to protect against substantial power surges.
- 3.11 Device shall have the necessary fuser capability to run envelopes without wrinkling or other difficulties.
- 3.12 Device shall be able to image up to 13" x 19" size.
- 3.13 Device shall be able to image stock weights up to 350 gsm.

Contractor Initials: me Date: 8/19/19



- 3.14** Device shall be able to hold front-to-back register within  $\pm 1$  millimeter tolerance or better.
- 3.15** Device shall have an integral scanner that permits two-sided scanning in black & white, grayscale and color.
- 3.16** Device shall offer a top-end scan resolution of 600 x 600 dpi or higher with other lower resolution settings also available through menu selection.
- 3.17** Device shall be able to perform scans both from a platen and through an automatic document feeder (ADF)
- 3.18** Device platen shall be able to handle originals up to at least 11" x 17" size.
- 3.19** Device ADF shall be able to handle originals with standard sizes of 5-1/2" x 8-1/2", 8-1/2" x 11", 8-1/2" x 14" and 11" x 17".
- 3.20** Device ADF shall be dual scan – able to scan both sides of originals in a single pass.
- 3.21** Device ADF shall have a capacity of 250 sheets of 20 lb. bond or more.
- 3.22** Device ADF shall offer a scan speed of 100 originals or more per minute simplex and 200 originals or more per minute duplex.
- 3.23** Device shall be able to handle 1:2, 2:1 and 2:2 page imposition formats.
- 3.24** Device shall not count scans as chargeable meter clicks.
- 3.25** Device shall be able to make copies from hard copy originals at a resolution of 600 x 600 dpi or higher.
- 3.26** Device shall be capable of automatic duplexing.
- 3.27** Device shall have Auto Paper Sensing to detect size of standard-sized originals and output on like-sized paper.
- 3.28** Device shall have mixed original detection capability.
- 3.29** Device shall be able to reduce and enlarge over a range of 25% - 400% or better.
- 3.30** Device shall have at least 3 feed trays/drawers offering a total feeder capacity of at least 4,500 sheets of 20 lb. bond paper, not including the bypass tray.
- 3.31** Device feed mechanisms shall incorporate air assist to accomplish accurate feeding.
- 3.32** Device feed trays shall be able to handle and automatically detect all standard paper sizes including 8.5" x 11", 8.5" x 14" and 11" x 17".
- 3.33** Device shall be able to handle paper weights ranging from 62 – 350 gsm through the feed drawers.
- 3.34** Device shall have a receding offset output tray with capacity to hold at least 1,500 large-size sheets of 20 lb. bond.
- 3.35** Device shall have a stapler finisher with 2-3 hole punch and ability to staple a minimum of 100 sheets of 20 lb. bond paper.
- 3.36** Device shall have a touch screen control panel interface.
- 3.37** Device shall have the ability to be shared among end users as a workgroup printer through a network environment.
- 3.38** Device shall allow on-demand printing from networked desktop PCs.
- 3.39** Device controls shall allow restriction of walkup access through user authentication by means of a username and a password of at least 10 characters, including upper case, lower case, numbers and special characters such as @, &, !, etc.
- 3.40** Device shall provide the option to print securely by holding a document in queue and outputting it only upon authentication of user at device-side. Queued jobs of one user shall not prevent other users from printing or scanning their work.
- 3.41** End-users printing from their desktop computers shall be able to:
  - A.** Choose simplex or duplex (with duplex as default).
  - B.** Choose paper size.
  - C.** Choose paper tray.
  - D.** Choose paper orientation.
  - E.** Choose finishing options.
  - F.** View print status.
  - G.** Cancel print jobs before and during production.

Contractor Initials: me Date: 8/19/19

- 3.42 Device shall have an EFI Fiery controller.
- 3.43 Device or its controller shall have a minimum of 2 GB of RAM system memory.
- 3.44 Device or its controller shall have a hard disk drive with minimum 500 GB capacity.
- 3.45 Device shall be able to perform workgroup printing and scanning in a network environment through a single connection.
- 3.46 Device shall accommodate Ethernet 10 Base-T, 100-BaseTX, 1000 Base-T and USB 2.0 connections.
- 3.47 Device shall work with Windows 7, Windows 8.1, Windows 10, Windows Server 2008, Windows Server 2012, any other future Windows operating systems and Macintosh OS X 10.8, 10.9, 10.10 and future Macintosh operating systems.
- 3.48 Device shall support Adobe Postscript 3, PDF1.7, and PCL 5/6 page description languages.
- 3.49 Device shall support PDF, TIFF, JPEG, XPS, and ASCII file formats.
- 3.50 Device shall support an open-architecture, true PDF standard without any proprietary PDF language.
- 3.51 Device shall comply with TCP/IP, SNMP, SMB and FTP network protocols.
- 3.52 Device printer drivers shall be upgradable and such upgrades shall be routinely included as a normal part of Full Service Maintenance.
- 3.53 Device shall come equipped with a spectrophotometer and any other tools and/or software necessary for performing color calibration of the device.

#### **4.0 DELIVERY, INSTALLATION AND TRAINING**

- 4.1 Contractor shall deliver, install and maintain the Device at:  
 NH Correctional Industries Print Shop  
 NH State Prison for Men  
 281 North State Street  
 Concord, NH 03302
- 4.2 Contractor shall deliver all equipment, parts and services to the above location on a prepaid FOB Destination basis with no extra charge for same.
- 4.3 Contractor shall make delivery of the Device within twenty (20) working days after receipt of order.
- 4.4 Contractor shall securely and properly package the Device and any accessories for shipping to NHCJ Print Shop according to responsible and accepted commercial practices without extra charge for same. Packages shall be clearly marked with purchase order number, delivery address and any other pertinent information.
- 4.5 Contractor shall promptly replace any parts that are found to have arrived in less than perfect condition.
- 4.6 After delivery of the print engine and all related parts and accessories, Contractor shall unpack all pieces and assemble them into a fully operational device.
- 4.7 Contractor shall engage the participation of NH Dept. of Information Technology ("DoIT") in activation and network integration of the Device. At least ten (10) working days prior to the intended date of Device activation, Contractor shall call NH DoIT at (603) 271-5735 to notify them of the impending installation and set a date and time for them to attend. In this call, Contractor shall reference a DoIT work order ticket number that will be provided with the State's purchase order.
- 4.8 Contractor shall establish the following security settings on the Device at the time of installation:
  - 4.8.1 Contractor shall allow network connectivity through client lists and client with domain login. Client side software is prohibited.

Contractor Initials:           vme                Date:           8/19/19



- 4.17 Upon request by NH DoIT, Contractor will make changes to standard settings available on the Device in order to address emergent cybersecurity risks.
- 4.18 Contractor shall notify DoIT's authorized contact person(s) before the printer is removed from its location for any reason.
- 4.19 At the time of removal of the Device for any reason, the Contractor shall either: A) remove the hard drive from the machine and give it to NH Dept. of Correction's DoIT representative for secure disposal; or B) subject to verification by a designated NH DoIT employee, sanitize all data on the hard drive in accordance with NIST SP 800-88r1, using either the Purge or the Destroy method as specified in Section 5 of NIST SP 800-88r1. If the Device is not considered to be at end of life and the hard drive is removed and destroyed for security reasons, the Contractor may charge the End User for its replacement. If the hard drive is sanitized and left in place, no charge will accrue.

## **5.0 FULL SERVICE MAINTENANCE**

- 5.1 Contractor shall provide qualified Full Service Maintenance and supplies for the Device, commencing on the signed-off date of installation acceptance and continuing for a period of 60 months thereafter.
- 5.2 Contractor shall make qualified technicians routinely available to provide onsite repair services and preventive maintenance services during the hours of 8:00 a.m. to 4:00 p.m. Eastern Time, five (5) days a week, Monday – Friday (hereafter referred to as "Regular Service Hours").
- 5.3 Upon receipt of a service request from NH Correctional Industries Print Shop during Regular Service Hours, the Contractor shall respond via telephone within two (2) hours to schedule a service visit. In the event that NHCI Print Shop makes a service request after 3:00 p.m. Eastern time on a Regular Service Hours day, the Contractor will respond by e-mail no later than close of business on that day.
- 5.4 Unless jointly agreed otherwise between the NH Correctional Industries Print Shop and the Contractor, the Contractor shall have a qualified technician on-site to address the problem within four (4) hours of the Contractor's response call. In the event that a service request is made after 2:00 p.m., Contractor shall have a qualified technician on-site no later than 8:30 a.m. on the next day of Regular Service Hours after the request.
- 5.5 The Contractor shall cover all labor and travel costs associated with full service maintenance through the click charges and shall not bill them as "extra". NH Correctional Industries Print Shop shall not be responsible to pay additional for any mileage or travel time for any services requested or performed in the normal execution of this agreement.
- 5.6 If the Device should suffer a malfunction where it is completely "down" and non-productive for three or more consecutive whole working days, then unless jointly agreed otherwise between NH Correctional Industries Print Shop and the Contractor, the Contractor shall provide a "loaner" device of similar or better capability at no charge. Contractor shall have this replacement device on-site, installed under DoIT supervision as done for the original device, and made fully operational as quickly as possible, not more than six (6) working days after the End User's request for a loaner to replace the failed Device. This loaner device shall remain in place and be utilized, maintained, repaired and supplied with consumables in the same manner and rates as, and in place of, the original Device until such time as the original Device has been restored to normal operating condition.

Contractor Initials:                     *me*                     Date: 8/19/19

- 5.7 If the printer should suffer excessive malfunctions involving four or more instances within a three (3) month period where it is "down" for two or more consecutive whole working days each time, then the Contractor shall provide a "loaner" as described above in section 5.6. The loaner shall remain in place and be utilized, maintained, repaired and supplied with consumables in the same manner and rates as, and in place of, the original device until such time as the Contractor has effectively cured the problem causing excessive malfunctions and demonstrated to the End User's satisfaction that the loaner can be safely removed without risking more excessive losses of productivity.
- 5.8 In the case of any loaner installation or removal as described above in 5.6 or 5.7, Contractor shall communicate beforehand with DoIT to arrange for their participation.
- 5.9 The Contractor shall cover the cost of all replacement or repair parts and their transport through the established click charges and shall not bill them as "extra". There will be no additional charge for any part nor for delivery or shipping of same to the End User's location, except for the special circumstances enumerated in Exhibit B of this contract, section 4.
- 5.10 Contractor shall provide "operating supplies," to include toner, developer, fuser, photoreceptive drums or belts and any other consumables needed for the day-to-day operation of the devices, except for paper and staples.
- 5.11 All replacement parts and consumable supplies provided shall be OEM brand.

## **6.0 INVOICING**

- 6.1 Upon approval of this contract by the NH Governor and Executive Council and issuance of a State of New Hampshire purchase order, the Contractor shall proceed with ordering the device and making preparations for its arrival and installation.
- 6.2 Contractor shall commence the accrual of charges and monthly billing for leasing, service and supplies upon receipt of NH Correctional Industries Print Shop acceptance of the Device installation, either by an official sign-off or by the passage of 3 business days without an official response, as set forth above in sections 4.10 and 4.11.
- 6.3 Invoicing shall follow the rates of charge defined in Exhibit B of this contract, section 3.
- 6.4 Contractor invoicing shall itemize the charges for lease payments, B&W meter clicks and color meter clicks.
- 6.5 Contractor shall process invoices through the manufacturer's local dealer who services the account. NH Correctional Industries Print Shop shall be able to resolve any problems through communications with the local dealer.
- 6.6 If a change should occur in the Contractor's accounts payable address at any time within the effective period of this contract, the Contractor shall update that address in the State of New Hampshire's Integrated Financial System by filing a revision to its Authorized Vendor Application.
- 6.7 The Contractor shall notify the End User of any billing payments not received within 60 days.
- 6.8 If it chooses to do so, the Contractor may offer a discount for payment within 15 days of receipt of invoice.

Contractor Initials: me Date: 8/19/19

# CONTRACT FOR NHCI COLOR PRODUCTION PRINTER, LEASE WITH SERVICE

## EXHIBIT B

### PAYMENT TERMS

#### 1.0 OVERVIEW

- 1.1 New Hampshire Department of Corrections' Correctional Industries Print Shop (hereafter "NHCI Print Shop") hereby enters into a contract with Konica Minolta Business Solutions, Inc. ("Contractor"). This document, "EXHIBIT B," sets forth the performance duties and privileges of NHCI Print Shop under this contract.
- 1.2 NHCI Print Shop shall lease from the Contractor on a Fair Market Value basis a color production printer as set forth in Exhibit A for a period of 60 months and shall additionally engage the services of the Contractor to provide full service maintenance and supplies for that Device during the life of the lease, in accordance with the provisions of State of NH Bid #Graphics 2019-04 and the price offer made by the Vendor in that bid.

#### 2.0 INSTALLATION

- 2.1 NHCI Print Shop shall provide a suitable work space for the Device with properly wired electrical and network cable outlets prior to delivery.
- 2.2 The State shall provide a NH DoIT (Dept. of Information Technology) work order ticket number and contact information with the purchase order for Contractor to use in coordinating installation with DoIT.

#### 3.0 AMOUNTS TO BE PAID

- 3.1 For lease of the production printer ("Device"), NHCI Print Shop shall pay the Contractor a monthly lease payment of **\$574.40**. Totaled over 60 months, these lease payments will amount to **\$34,464.00**.
- 3.2 To obtain full service maintenance and supplies as defined in Exhibit A, NHCI Print Shop shall additionally pay the Contractor as follows:
  - 3.2.1 For every black print impression of any size, NHCI Print Shop shall pay the Contractor at a rate of **\$0.0075 per each**. With a projected 60 month black print impression total of 3 million, the total cost of black print impressions over the life of the lease is projected to be **\$22,500.00**.
  - 3.2.2 For every color print impression of any size, NHCI Print Shop shall pay the Contractor at a rate of **\$0.031 per each**. With a projected 60 month black print impression total of 3 million, the total cost of color print impressions over the life of the lease is projected to be **\$93,000.00**.
- 3.3 The grand total of 60 months' worth of lease payments and projected print impression charges as indicated above is projected to be about **\$149,964.00**.
- 3.4 Because of the variability of monthly print volumes over time, the actual accrued B&W and color impression charges over 60 months may prove to be higher or lower than projected. The click volumes and corresponding dollar amounts indicated above shall not be construed as promised minimums nor as inviolable maximums.

Contractor Initials: *me*

Date: 8/19/19



**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 "William M. 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 19<sup>th</sup> day of August, 2019.



\_\_\_\_\_  
BRIAN J. CUFKA, Secretary  
KONICA MINOLTA BUSINESS SOLUTIONS  
U.S.A., INC.

(CORPORATE SEAL)



**EXHIBIT A**

**OFFICERS OF KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**

**As of August 23, 2005**

<b>Jun Haraguchi</b>	<b>President and Chairman</b>
<b>Joseph M. Murphy</b>	<b>Executive Vice President, Direct Sales</b>
<b>Stephen T. Jones</b>	<b>Executive Vice President, Dealer Sales</b>
<b>John K. Faleris</b>	<b>Executive Vice President, US Subsidiary Development</b>
<b>Michael Leonczyk</b>	<b>Executive Vice President, Finance &amp; Chief Financial Officer</b>
<b>Thomas Dillon</b>	<b>Senior Vice President – Operations &amp; Support</b>
<b>Emil Enstrom</b>	<b>Senior Vice President, Direct Sales</b>
<b>Jeffrey Fernandez</b>	<b>Senior Vice President, Direct Sales</b>
<b>Ikuo Nakagawa</b>	<b>Senior Vice President, Marketing &amp; Corporate Planning</b>
<b>Tadashi Kuribayashi</b>	<b>Vice President and Treasurer</b>
<b>Nelson Lin</b>	<b>Vice President - Information Technology</b>
<b>John Thielke</b>	<b>Vice President – Direct Sales Administration</b>
<b>Sharon Umhoefer</b>	<b>Vice President, General Counsel &amp; Secretary</b>
<b>Donald J. Warwick</b>	<b>Vice President – Human Resources</b>
<b>Kazuyuki Nagano</b>	<b>Assistant Secretary</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/23/2019

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).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036  CN101223113-AWP-18-19	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Konica Minolta Business Solutions, U.S.A., Inc. Attn: Lynne Ransom 500 Day Hill Road Windsor, CT 06095	INSURER A : Somo America Insurance Company      NAIC # 11126	
	INSURER B : Continental Insurance Company of New Jersey      35289	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES**      **CERTIFICATE NUMBER:** NYC-010698551-01      **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <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 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 - COMPOP AGG \$ LIMIT: \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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	X	ADV40004E0 (AOS) ADV40003D0 (MA) Comprehensive Ded: \$500 Collision Ded: \$1,000	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WCN40006G0 (WI) JCD40012M0 (AOS)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)  
State of New Hampshire and the New Hampshire Department of Corrections are included as additional insured (except Workers' Compensation) where required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

New Hampshire Department of Corrections 105 Pleasant Street Concord, NH 03302	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>B.L.Schneider</i>
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

