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

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

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

March 7, 2018

His Excellency, Governor Christopher T. Sununu
and Honorable Council
State House
Concord New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Administrative Services, on behalf of the Department of Employment Security, to purchase a color production copier/ printer/scanner from Konica Minolta Business Solutions USA, Inc., Manchester, NH 03101 (Vendor #177612), in the amount of \$30,068.00. This device will be utilized at the NH Employment Security Print Shop. Effective upon Governor and Council approval. **100% Revolving Fund**
2. Further, upon approval of Requested Action #1, authorize the Department of Administrative Services, on behalf of the Department of Employment Security, to enter into a 60-month service contract with Konica Minolta Business Solutions in the amount of \$123,260.00 for full maintenance, repair service and consumable supplies for the color production copier/printer/scanner referenced above in Action #1. Effective upon Governor and Council approval for the period of 60 months from date of device installation. **100% Federal Funds**

Funding is available in the following accounts upon availability and continued appropriations for all fiscal years with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Device purchase: 010-02700-8041000-500321

FY 2018
\$30,068.00

Service contract: 010-02700-80400000-500225

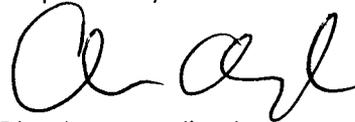
<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>Total</u>
\$6,163.00	\$24,652.00	\$24,652.00	\$24,652.00	\$24,652.00	\$18,489.00	\$123,260.00

EXPLANATION

NH Employment Security has operated a color multifunction printer in its in-house print shop for many years. The work load there has grown and now exceeds the capacity of the old device, which has provided a lifetime of service and become worn and prone to frequent breakdown. The requested new printer, supported by a full service maintenance and supply contract, will allow Employment Security Print Shop to continue doing color production work for the Department at higher quality and lower cost than was possible with the previous printer. Such a service contract is necessary with this type of device in order to ensure that it provides reliable productivity, minimal downtime and optimal service life under heavy use.

The contract bid was posted on the Purchase and Property Website and notifications of the bid were sent to thirty-one copier/MFP vendors. Konica Minolta was selected for the award because it offered the lowest grand total of purchase price and projected service costs over the life of the five year contract, based on nominal lifetime print volumes of one million black and white images, and three million color images.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

STATE OF NEW HAMPSHIRE
Bureau of Graphic Services
Bid #Graphics 2018-02
Color Multifunction Printer Purchase with Service
Bid Closing December 15, 2017 at 11:00 a.m.

	Konica Minolta Business Solutions USA, Inc.	Ricoh USA, Inc.
Purchase Price	\$30,068.00	\$40,213.00
Service Based on Projected Volume	\$103,360.00	\$105,000.00
Totals	\$133,428.00	\$145,213.00



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

March 7, 2018

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

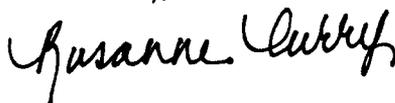
This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Administrative Services' request, on behalf of New Hampshire Employment Security (NHES), to enter into a contract with Konica Minolta Business Solutions USA, Inc. as described below and referenced as DoIT No. 2018-134.

The Department of Administrative Services, on behalf of NHES, requests approval to purchase a production-level multifunction color printer from Konica Minolta Business Solutions USA, in the amount of \$30,068.00, to replace an existing color printer that is at end of life. The purchase also includes a 60-month service contract with Konica Minolta Business Solutions in the projected amount of \$123,260.00 for full maintenance, repair service and consumable supplies for the printer.

The amount of the contract is not to exceed \$153,328.00, and shall become effective upon Governor and Council approval. The contract end date shall be 60 months from the effective date.

A copy of this letter should accompany the Department of Administrative Services submission to the Governor and Executive Council for approval.

Sincerely,


for Denis Goulet

DG/ik
DoIT #2018-134

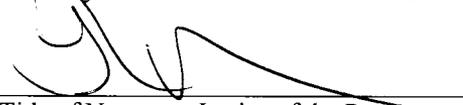
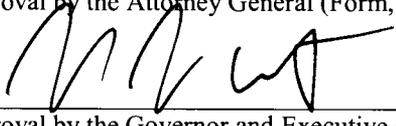
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Employment Security		1.2 State Agency Address 45 South Fruit St., Concord, NH 03301	
1.3 Contractor Name Konica Minolta Business Solutions USA, Inc.		1.4 Contractor Address 1000 Elm Street, Suite 103G Manchester, NH 03101	
1.5 Contractor Phone Number (603) 623-9767	1.6 Account Number Device: \$30,068.00 010-02700-80410000-500321 Service: \$123,260.00 010-02700-80400000 -500225	1.7 Completion Date 60 months from acceptance of installation, projected to be approximately 03/31/2023.	1.8 Price Limitation \$153,328.00
1.9 Contracting Officer for State Agency Daniel Ostroth		1.10 State Agency Telephone Number (603) 271-3205	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Myrtha Eugene Assistant Secretary	
1.13 Acknowledgement: State of <u>New Jersey</u> , County of <u>Bergen</u> On <u>March 6, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> ROGER MARCUS COMMISSION # 2405350 NOTARY PUBLIC-STATE OF NEW JERSEY MY COMMISSION EXPIRES MARCH 09, 2021 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Notary Public</u>		1.15 Name and Title of State Agency Signatory Date: <u>3/7/18</u> <u>Charles Arlinghaus, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/7/18</u>			
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 COLOR MULTIFUNCTION PRINTER PURCHASE WITH SERVICE

EXHIBIT A

SCOPE OF SERVICES

1.0 OVERVIEW

- 1.1 Konica Minolta Business Solutions USA, Inc. hereby enters into a contract with the New Hampshire Dept. of Employment Security. This document, "EXHIBIT A," sets forth the performance duties of Konica Minolta Business Solutions under the contract.
- 1.2 Konica Minolta Business Solutions USA, Inc. (hereafter, "Contractor") shall sell to NH Dept. of Employment Security (hereafter, "NHES") a Konica Minolta Accurio Press C2060 color production printer and shall provide full service maintenance and supplies for the printer (hereafter "Device") for a five year (60 month) period as set forth below and in accordance with the requirements of Bid #Graphics 2018-02.

2.0 EQUIPMENT TO BE SUPPLIED

- 2.1 Contractor shall provide a color production Device in full compliance with all device specifications of Bid #Graphics 2018-02, as follows.
- 2.2 Device shall be sheetfed and shall form images on paper by toner-based electrophotography.
- 2.3 Device shall be able to digitally scan, copy and print and will include all parts, boards and internal software necessary to do so.
- 2.4 Device shall be able to print and photocopy at a speed of 60 pages per minute or faster at 8-1/2" x 11" page size.
- 2.5 Device shall have a rated duty cycle of at least 500,000 pages per month.
- 2.6 Device shall offer print resolution of 1200 x 1200 dpi or higher.
- 2.7 Device shall be able to print without difficulty on recycled paper having 30% postconsumer waste content. NH State law requires the use of recycled paper whenever possible.
- 2.8 Device and all its subsystems and parts shall be brand new. No demos, refurbished, remanufactured or used equipment will be included.
- 2.9 Device shall not be a discontinued model or a model no longer in production at the time of bid submission.
- 2.10 Device shall run on a 220 volt, 25 amps maximum electrical supply.
- 2.11 Device shall be Energy Star® or Rohs compliant and feature automatic power saving modes to conserve power when printer has not been active for a period of time.
- 2.12 Device shall have or be provided with sufficient dedicated surge protection to protect against substantial power surges or shall be able to be adequately protected by NH Employment Security's own two ESP Power Managers.

3.0 TECHNOLOGY REQUIREMENTS

- 3.1 Device shall have a minimum of 12 GB of RAM.
- 3.2 Device shall have a hard disk drive with minimum 1 TB capacity.
- 3.3 Device shall require only one network connection in order to perform workgroup printing and scanning through the network environment.
- 3.4 Device shall accommodate Ethernet 1000-Base-T, 100-BaseTX, 10-Base-T and USB connections.

Contractor Initials:  _____ Date: 3/6/2018

- 3.5 Device shall offer operating system compliance to Windows 7, Windows 8.1, Windows 10, Windows Server 2008, Windows Server 2012 and any other future Windows operating systems.
- 3.6 Device shall support the following page description languages: Adobe Postscript 3, PDF 1.7, TIFF, PPML, PCL5c, PCL XL.
- 3.7 Device shall support the following data formats: PDF, TIFF, JPEG, XPS.
- 3.8 Printer drivers shall be upgradable and such upgrades shall be routinely included as a normal part of Full Service Maintenance.
- 3.9 Device makeready software shall offer a rich set of control features including the following: combine originals, paper select, copy density control, post inserting, re-size, image centering, frame center erase, non-image-area erase, adjust page margin, proof, interrupt copying, job list, reserve job, page rotation, simplex, duplex, stamp, paginate, insert tab.

4.0 SCANNER REQUIREMENTS

- 4.1 Device shall have an integral B&W/color scanner that permits manual scanning from a platen as well as automatic duplex scanning through a duplexing automatic document feeder (DADF) or a reversing automatic document feeder (RADF).
- 4.2 Device automatic document feeder 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".
- 4.3 Device automatic document feeder shall have a capacity of 100 sheets or more.
- 4.4 Device shall be able to scan at a resolution of at least 600 x 600 dpi with other resolution settings also available.
- 4.5 Device shall be able to handle 1:2, 2:1 and 2:2 page imposition formats.
- 4.6 Device shall not count scans as chargeable "clicks" on the impression count.

5.0 PHOTOCOPIER REQUIREMENTS

- 5.1 Device shall be able to reproduce from hard copy originals.
- 5.2 Platen shall be able to handle originals up to at least 11" x 17" size.
- 5.3 Device shall have Auto Paper Sensing to detect size of standard-sized originals and output on like-sized paper.
- 5.4 Device shall be able to copy at a minimum print resolution of 600 x 600 dpi.
- 5.5 Device shall be able to reduce and enlarge over a range of 25% - 400% or better.

6.0 PRINTER REQUIREMENTS

- 6.1 Device shall allow on-demand printing from a networked PC desktop.
- 6.2 End-users printing to the Device from a desktop computer shall be able to:
 - Choose simplex or duplex.
 - Choose paper size.
 - Choose paper drawer.
 - Choose paper orientation.
 - Choose finishing options.
 - View print status.
 - Cancel print jobs.

7.0 ACCESS REQUIREMENTS

- 7.1 Device shall have a touch screen control panel interface.
- 7.2 Controls shall allow restriction of walkup access through user authentication by means such as a user name, password, code, card reader or a combination of these.
- 7.3 Device shall have the ability to be shared among NHEs as a workgroup printer through a network environment.

Contractor Initials:  _____ Date: 3/6/2018

8.0 PAPER FEED REQUIREMENTS

- 8.1 Device shall have at least 5 feed trays/drawers offering a total feeder capacity of at least 7,000 sheets of 20 lb. bond paper. At least 3 of these shall have vacuum/air feed capability.
- 8.2 Device shall be able to handle paper sizes up to 13" x 19".
- 8.3 Device shall be able to handle paper weights ranging from 70 – 300 gsm.
- 8.4 Device shall be able to automatically detect the size of paper placed in feed drawers.
- 8.5 Device shall be able to feed, handle and deliver recycled paper having 30% postconsumer waste content.
- 8.6 Device shall allow the operator to designate the default drawer access.
- 8.7 Device shall allow "on the fly" refilling of empty paper drawers.

9.0 FINISHING REQUIREMENTS

- 9.1 Device shall have a post-insertter.
- 9.2 Device shall have an output tray with capacity to hold at least 1,000 sheets of 20 lb. bond.
- 9.3 Device shall have a stapler finisher that can staple up to 100 sheets of 20 lb. bond paper, either one in the corner or two in the side.
- 9.4 Device shall be able to do 2-hole and 3-hole punching online or off line.
- 9.5 Device shall be configured to allow connection of NH Employment Security's RU-509 de-curler unit.
- 9.6 Device shall be configured to allow connection of NH Employment Security's FD-503 multi-folding unit.
- 9.7 Device shall be configured to allow connection of NH Employment Security's SD-506 saddlestitch unit.

10.0 DELIVERY

- 10.1 Contractor shall deliver, install and maintain the Device at:
Repro Center
NH Department of Employment Security
45 South Fruit St.
Concord, NH 03301
- 10.2 Delivery shall be made within twenty (20) working days after receipt of order.
- 10.3 Device and any accessories shall be shipped or delivered to the installation site securely and properly packaged, skidded, tied, etc., 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.
- 10.4 All goods thus delivered shall be in brand new condition and if found to be otherwise, shall be promptly replaced by the Contractor.

11.0 INSTALLATION

- 11.1 Before installation is undertaken, Contractor shall notify NH Dept. of Information Technology (hereafter "DoIT") of the proposed installation and set a date and time for them to be present for Device activation and network integration.
- 11.2 After delivery of the print engine and all related parts and accessories, Contractor will unpack all pieces, and assemble them into a fully operational Device. Contractor will also connect the modules supplied by NHES, i.e., the RU-509 Decurling unit, the FS-503 Multi-Folding Unit and the SD-506 Bookletmaker.

Contractor Initials:  _____ Date: 3/6/2018

- 11.3 When installed, the Device and all its subsystems and parts shall be in perfect working condition. Any part or system not meeting this standard shall be brought into compliance with all possible speed.
- 11.4 Contractor shall coordinate with NH DoIT to make sure a DoIT staff person is present at the time of system activation to perform network integration.

12.0 TRAINING

- 12.1 Within three (3) working days after the Device has been established as fully operational, Contractor shall provide on-site training in the operation of the machine for up to three (3) operators.
- 12.2 Training session(s) shall be of sufficient number, duration, and content to impart proficiency of operation to the end users at NHES, to their complete satisfaction. Training shall be expected to take no more than one full business day.
- 12.3 Upon completion of the trainings, NHES shall accept the installation of the Device as being complete and will sign off on it. Contractor shall consider the date of sign-off to be the date of commencement of the 60 month service contract period.
- 12.4 If needed, Contractor shall provide additional spot training upon request any time within the term of the contract at no additional charge.

13.0 VENDOR COOPERATION WITH NH DoIT STAFF

- 13.1 The Contractor shall work cooperatively with the State's designated Information Technology personnel and shall coordinate installation of the Device with them before the equipment is installed.
- 13.2 Contractor shall contact the DoIT staff via a help desk request called in to (603) 271-7555 or e-mailed to helpdesk@nh.gov. When doing so, contractor will reference a work order ticket number that will be provided on the contracting purchase order.
- 13.3 Contractor shall consult with NH DoIT regarding the IT aspects of installation at least ten (10) working days prior to the intended date of Device activation.
- 13.4 Over the life of the contract, Contractor shall confer with DoIT personnel in advance regarding any contemplated technical repairs or maintenance to the Device that might affect network functions, security or any other technology infrastructure. Contractor will not undertake any such work without first receiving explicit DoIT approval.
- 13.5 Contractor shall provide DoIT with step-by-step training and documentation for the operation, configuration and all enabled functionality of the Device, and any attachments or accessories.
- 13.6 Contractor shall notify DoIT's authorized contact person(s) before the Device is to be removed from its location for any reason.
- 13.7 At the time of removal of the Device for any reason, the Contractor shall either: A) remove the hard drive from the machine and leave it with the NH Dept. of Employment Security to destroy; or B) 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, and subject to verification by a designated DoIT employee.
- 13.8 Contractor shall set the default condition of all USB ports on the device as disabled. USB function will only be enabled by the end-user when needed.
- 13.9 Contractor shall update the device firmware to the latest version and disable automatic firmware updates.

Contractor Initials:  _____ Date: 3/6/2018

- 13.10 Contractor shall disable all unnecessary protocols not required to perform functions as needed, such as FTP, Telnet, and WiFi.
- 13.11 Contractor shall disable or change default SNMPv1 and SNMPv2 community strings.
- 13.12 Contractor shall disable all management protocols except HTTPS and SNMPv3.
- 13.13 Contractor shall remove all unnecessary applications from the device, particularly any that allow uploading of documents to Google, MS OneDrive and other similar systems.
- 13.14 Contractor shall enable audit logging.
- 13.15 Contractor shall enable DoIT personnel to change and set their own administrative passwords.
- 13.16 If possible, Contractor shall set device to encrypt print files written to the device hard drive and automatically clear those files from the disk after the files have been uploaded.
- 13.17 Contractor shall ensure that, upon reboot or power off/on, system does not go back to defaults.

14.0 FULL SERVICE MAINTENANCE & OPERATING SUPPLIES

- 14.1 Contractor shall provide qualified Full Service Maintenance and operating supplies for the Device, commencing on the signed-off date of installation acceptance and continuing through the same date 60 months thereafter.
- 14.2 Contractor shall have qualified technicians routinely available to provide onsite repair services and preventive maintenance services during the hours of 8:00 a.m. to 5:00 p.m. Eastern Time, five (5) days a week, Monday – Friday (hereafter referred to as "Regular Service Hours").
- 14.3 Upon receipt of a service request from the NHES during Regular Service Hours, the Contractor shall respond via telephone within three (3) hours to schedule a service visit. In the event that a service request is made by NHES after 2:00 p.m. Eastern time on a Regular Service Hours day, the Contractor will respond to NHES by no later than 9:00 a.m. Eastern time on the next day of Regular Service Hours.
- 14.4 Unless jointly agreed otherwise between NHES and the Contractor, the Contractor shall have a qualified technician on-site to work on the Device no later than 12:00 noon on the next day of Regular Service Hours following NHES's service request.
- 14.5 The operating supplies to be supplied under this contract shall include toner, developer, fuser, photoreceptive drums or belts and any other consumables needed for the day-to-day operation of the Device except for paper and staples.
- 14.6 All replacement parts and consumable operating supplies provided shall be OEM brand.
- 14.7 All supplies and parts shall be delivered or shipped to NHES on an FOB Destination basis, prepaid by Contractor and included in the rates set forth in Exhibit B of this contract.

15.0 PERFORMANCE

- 15.1 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 the NHES and the Contractor, the Contractor shall immediately provide a "loaner" device of similar or better capability at no charge. Contractor shall have this replacement device on-site and fully operational as quickly as possible and not more than six (6) working days after the three days of Device failure. This loaner device shall remain in place and be utilized, maintained, repaired and supplied at no charge until such time as the original Device has been restored to normal operating condition.

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- 15.2** If the Device should suffer excessive malfunctions involving four or more instances within a three (3) month period where the Device is "down" for two or more consecutive whole working days each time, then the Contractor shall provide a "loaner" device. The loaner shall remain in place and be freely used as needed without charge until such time as the Contractor has effectively cured the problem causing excessive malfunctions and demonstrated to NHES satisfaction that the loaner can be safely removed without risking more excessive losses of productivity.
- 15.3** Any loaner installation or removal as described above shall be communicated to DoIT prior to the installation or removal and shall be supervised by DoIT.

16.0 INVOICING

- 16.1** Upon NHES acceptance of the Device installation, quarterly billing for service and supplies may commence as set forth herein.
- 16.2** The Quarterly invoice for Full Service Maintenance and Supplies shall indicate the actual meter reads of Color and B&W impressions for the quarter, and shall itemize the base rate and click charges as computed from the meter reads.
- 16.3** All invoices for Full Service Maintenance and Supplies shall be processed through the manufacturer's local dealer who services the account. The NHES shall be able to resolve any problems, including invoicing, through communications with the local dealer.
- 16.4** The Contractor shall be responsible for keeping its accounts receivable information up to date with the State by means of timely changes made to its Authorized Vendor Application at the State's online Vendor Resource Center.
- 16.5** The Contractor may offer a discount for payment within 15 days of receipt of invoice.
- 16.6** The Contractor shall notify NHES of any billing payments not received within 60 days or more.

Contractor Initials:  _____

Date: 3/6/2018

CONTRACT FOR COLOR MULTIFUNCTION PRINTER PURCHASE WITH SERVICE

EXHIBIT B

PAYMENT TERMS

1.0 OVERVIEW

- 1.1 The New Hampshire Dept. of Employment Security (hereafter, "NHES") hereby enters into a contract with Konica Minolta Business Solutions USA, Inc. (hereafter, "Contractor"). This document, "EXHIBIT B," sets forth the payment terms, performance duties and privileges of NHES under the contract.
- 1.2 NHES shall purchase from the Contractor an Accuriopress C2060 color production multifunction printer and shall additionally engage the services of the Contractor to provide full service maintenance and supplies for that machine for a 5 year (60 month) contract period, in accordance with the provisions and Vendor's Bid Offer of NH Bid #Graphics 2018-02.

2.0 INSTALLATION

- 2.1 NHES 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 DoIT work ticket number and contact information with the purchase order for Contractor to use in coordinating installation of the Device with Department of Information Technology.

3.0 AMOUNTS TO BE PAID

- 3.1 For purchase of the production printer (hereafter "Device"), NHES shall pay the Contractor **\$30,068.00**.
- 3.2 To obtain full service maintenance and supplies for the Device as defined in Exhibit A, NHES shall pay the Contractor as follows:
 - 3.2.1 NHES shall pay the Contractor an unvarying quarterly base charge of **\$693.00**. Totaled over 20 quarters, these payments will amount to **\$13,860.00**. The base charge will not include any click allowances.
 - 3.2.2 Additionally NHES shall pay the Contractor on a per-impression basis according to type for every print made on the Device. For color prints of any size on any size of paper, the rate of payment shall be **\$0.028 per meter click**; for black and white prints of any size on any size of paper, the rate shall be **\$0.0095 per meter click**.
- 3.3 The above rates of payment shall be considered the complete and sole means of cost recovery available to the Contractor for the Device, its maintenance and repair and all supplies that the Contractor will provide under this contract, including parts, labor, shipping, mileage, travel time and consumables, except for paper and staples.

4.0 OTHER CHARGEABLE INCIDENTS

- 4.1 If NHES should neglect to timely order replacement toner cartridges and consequently must place an overnight rush order, then it shall pay the Contractor for any excess shipping and handling cost over and above what the regular non-rush charges would have been.

Contractor Initials: _____



Date: 3/6/2018

- 4.2** If the Device should become physically damaged through the fault of the End User, then NHES shall pay the cost of the repairs at the Contractor's regular hourly labor rate for repair service; and it shall also reimburse the Contractor at cost for any parts or supplies necessary for such repair, as well as shipping of same by common carrier, if applicable.
- 4.3** NHES shall be financially responsible for the repair of any of the following types of damage as provided in section 4.2 above, except if such damages are demonstrated not to be their fault:
- Broken doors that have been physically torn from the machine.
 - Large dents that cause the Device to fail in its capacity as specified.
 - Damages caused by moving the Device without Contractor participation.
 - Electrical damages (boards, wiring, chips, etc.) to the Device caused by failing to use the provided electrical surge protection.

5.0 OTHER PROVISIONS REGARDING PAYMENT

- 5.1** NHES shall make payments to the Contractor's accounts receivable address listed in the State of New Hampshire's Integrated Financial System, which is derived from information provided by the Vendor on the Authorized Vendor Application.
- 5.2** NH Dept. of Employment Security shall make payments on Contractor's invoices within thirty (30) days following receipt of invoice.
- 5.3** **In the Event of Non-Appropriation of Funds** – Notwithstanding anything in 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 those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account.
- 5.4** The State of New Hampshire shall have the right to terminate the service contract at any time by giving the Contractor a thirty (30) day written notice.

Contractor Initials: 

Date: 3/6/2018

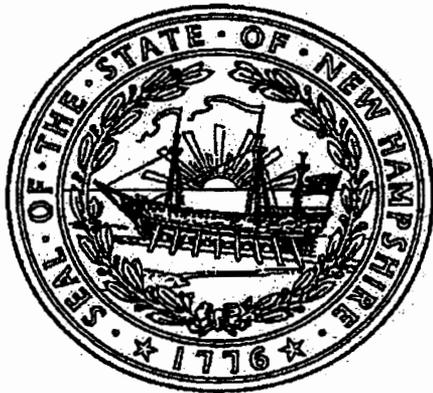
State of New Hampshire

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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of September A.D. 2017.

A handwritten signature in cursive script, 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.
Mitsuru Murakamu	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 HR, General Counsel & Secretary
Nelson Lin	Vice President - Information Technology
Myrtha Eugene	Assistant Secretary

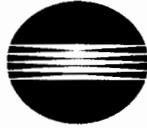
(d) The Board of Directors has authorized Todd Croteau, President, All Covered Division; Todd Foote, Vice President, Government Sales & Marketing, Kay Fernandez, Vice President, Marketing and Terence Dixon, President, Direct Organization to sign various documents, including contracts and bid related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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 7th day of April, 2017.



Brian J. Cupka
BRIAN J. CUPKA, Secretary
KONICA MINOLTA BUSINESS SOLUTIONS
U.S.A., INC.

(CORPORATE SEAL)

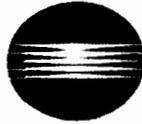


KONICA MINOLTA

This letter serves as confirmation that Myrtha Eugene had signing authority to act on behalf of the company when she signed and initialed your contract document on March 6, 2018.

Brian J. Cupka
EVP, HR, General Counsel & Secretary

March 6, 2018



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."

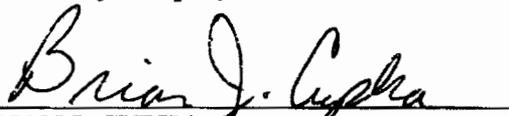
(b) except as to the names of Officers listed on the August 23, 2005 Resolution's Exhibit A, such Resolutions have not been amended or rescinded and as of the date hereof remain in full force and effect; and

(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.
Mitsuru Murakamu	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 HR, General Counsel & Secretary
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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 7th day of April, 2017.



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

(CORPORATE SEAL)