



State of New Hampshire

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

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Jm

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

January 2, 2014

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

REQUESTED ACTION

1. Authorize the Department of Administrative Services to enter into a 60-month lease agreement with Lake Sunapee Bank, 9 Main Street, Newport NH 03773 (Vendor #154045) in the amount of \$33,747.60 for a color production copier/ printer/scanner on behalf of the Department of Corrections, Correctional Industries. Effective upon Governor and Council approval for the period of 60 months from date of installation. 100% Agency Income (Correctional Industries Fees).
2. Further, upon approval of Requested Action #1, authorize the Department of Administrative Services on behalf of the Department of Corrections, Correctional Industries to enter into a 60-month full repair service and maintenance agreement with Konica Minolta Business Solutions, 25 Pelham Road, Salem NH 03079 (Vendor #177612) in the amount of \$150,000 for a color production copier/printer/scanner. The color production device will be utilized at the Correctional Industries Print Shop. Effective upon Governor and Executive Council approval for the period of 60 months from date of installation. 100% Agency Income (Correctional Industries Fees).
3. Further authorize, in addition to Requested Action #2, with Konica Minolta Business Solutions, 25 Pelham Road, Salem NH 03079 (Vendor #177612) the amount of \$2,380 to cover the estimated cost of staples for the equipment and \$900 to cover any equipment relocation within the same facility and /or to cover the cost of an equipment relocation move to another facility should the need arise for a total contract amount of \$153,280. Effective upon Governor and Executive Council approval for the period of 60 months from date of installation. 100% Agency Income (Correctional Industries Fees).

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.

02-46-46-462010-57310000 Department of Corrections, Prison Industries, Correctional Industries Inventory

022-500255 Rents/Leases Office Equipment

<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>Total</u>
\$4,499.68	\$6,749.52	\$6,749.52	\$6,749.52	\$6,749.52	\$2,249.84	\$33,747.60

020-500217 Printing and Binding

<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>Total</u>
\$20,437.36	\$30,656.00	\$30,656.00	\$30,656.00	\$30,656.00	\$10,218.64	\$153,280.00

EXPLANATION

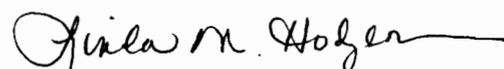
Correctional Industries retired a color production device utilized in its Prison Industries Print Shop. This requested lease with Lake Sunapee Bank and repair service and maintenance agreement with Konica Minolta Business Solutions for a new color device, Konica Minolta C6000, will allow Correctional Industries to receive revenues from color production work and continue rehabilitative services for inmates. Correctional Industries will have the option to keep the equipment at the end of the lease term. The lease with Lake Sunapee Bank has been approved by the Treasurer as to form and financing criteria of 5.7% for total interest paid being \$4,452.81. A purchase outright of the equipment is \$29,294.79. Chapter 144:12, Laws of 2013 authorizes the lease of this equipment.

The lease and service agreement with Konica Minolta Business Solutions will include service to protect and repair equipment from untimely breakdowns; avoiding costly loss of productivity. Staples are an extra cost to the agreement and will be ordered as needed within the confines of the contract. The relocation charges are listed as extra and will only be utilized should there be cause that the equipment must be moved out of its original location at the discretion of authorized personnel at the Department of Corrections.

The contract bid was advertised as a color production copier/printer/scanner lease with full repair service and maintenance in the Manchester Union Leader and the Concord Monitor for 3 days and posted on the Purchase and Property Website for a period of 15 days. In addition 28 Vendors who provide lease with full repair service and maintenance of equipment were sent notification that the bid was posted on the Purchase and Property Website.

Bids were solicited for 60-month and 84-month schedules. Five bids were initially received for 60 months but two bids were withdrawn by Vendor and three bids were initially received for 84 months but two bids were withdrawn by Vendor. Konica Minolta was selected for the 60-month schedule because it was the lowest monthly and yearly price with full repair service and maintenance based on an estimated 50,000 color copies and 50,000 black and white copies per month as listed in Attachment A.

Respectfully Submitted,



Linda M. Hodgdon
Commissioner, Administrative Services

**State of New Hampshire Bureau of Graphic Services
 Graphics 2014-46 Color Device Lease; Bid Opened August 13, 2013 10:00 A.M.
 60 Month Bid Summary**

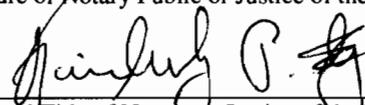
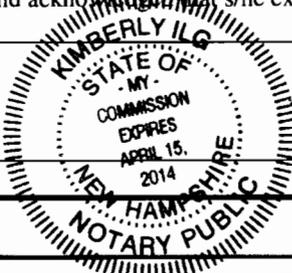
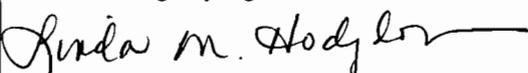
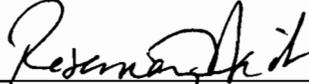
Print Output Allowance: Color Zero (0) Black/White Zero (0)			
<i>Brand/Model</i>	<i>Lease Charge</i>	<i>Contract</i>	<i>Vendor</i>
Konica Minolta C6000	\$562.46	\$33,747.60	Lake Sunapee Bank
Ricoh Pro C5100s	\$725.00	\$43,500.00	Ricoh USA Inc.
Canon IR Adv. C7260	Bid Withdrawn		Canon Solutions America
Canon IR Adv. C9270 Pro	Bid Withdrawn		Canon Solutions America
Xerox Color 560C	\$1,028.05	\$61,683.00	Xerox Corporation

Subject: Lease of Color Production Copier/Printer/Scanner FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>State of New Hampshire Department of Administrative Services</u>		1.2 State Agency Address <u>25 Capitol Street, Concord NH 03301</u>	
1.3 Contractor Name <u>Lake Sunapee Bank FSB</u>		1.4 Contractor Address <u>9 Main Street, Newport NH 03773</u>	
1.5 Contractor Phone Number <u>1-800-310-6356</u>	1.6 Account Number <u>10-046-57310000-500255</u>	1.7 Completion Date <u>60 Months From Full Installation</u>	1.8 Price Limitation <u>\$33,747.60</u>
1.9 Contracting Officer for State Agency <u>Kathleen Carr</u>		1.10 State Agency Telephone Number <u>603-271-3205</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>William J. McIver EVP</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>January 22, 2014</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]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Kimberly P. Ilg</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Linda M. Hodgdon; Commissioner, Administrative Services</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>1-27-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials WMM
Date 1/22/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

1. Lake Sunapee Bank as "Contractor" shall provide financial services in the form of a sixty (60) month lease for a color production copier/printer/scanner Konica Minolta C6000 as "Color Device." The Color Device shall be provided by Konica Minolta Business Solutions in accordance with Bid# Graphics 2014-46, attached hereto as "Appendix A."
2. The sixty (60) month lease term shall begin upon complete installation of the Color Device to the satisfaction of the State as "End User".
 - 2.1. Complete installation shall include delivery of the Color Device FOB destination, installation, full operating functionality of all Color Device components per manufacturer's specifications and operator training as per Appendix A section 10.2, to the satisfaction of the End User.
3. Any obligation for payment under this Contract is conditional in accordance with Form Number P-37 section 4. In addition, to the extent the Color Device is removed pursuant to Appendix A section 5.12, the End User's obligation to continue payment shall cease.
4. The End User shall use the Color Device in a careful manner, make all necessary repairs to maintain the Color Device in good condition and shall comply with all applicable laws relating to its possession, use or maintenance.
5. The Contractor shall not bear any risk of loss, theft, damage, condemnation, governmental seizure or destruction of the Color Device from any cause whatsoever, and no such event shall relieve the end User of the obligation to make payments or to comply with any other obligation under this Contract.
6. Except for assignment by the Contractor to a parent, subsidiary or affiliate of the Contractor, neither party will assign any of its rights or obligations under this contract agreement without prior written consent of the other party.
7. All Contractor correspondence and submittals shall be sent to:
State of NH
Correctional Industries Print Shop
281 North State Street
Concord NH 03302-0014

Contractor Initials

WU

Date

1/22/14

EXHIBIT B

1. The Contractor shall receive a monthly payment of \$562.46 for the contracted monthly lease commencing with the date of complete installation through sixty (60) months in return for the Color Device as described in "EXHIBIT A".
2. **Invoice Requirements:**
 - 2.1. The Contractor shall provide one (1) monthly invoice for the base lease charge to the End User as addressed in EXHIBIT A section 7.
 - 2.2. The Contractor shall not invoice for the lease until the lease term officially begins as per EXHIBIT A section 2.
3. In no event shall payments to the Contractor exceed Paragraph 1.8, Price Limitation.
4. Payments shall be made to the Contractor on a monthly basis within thirty (30) days after receipt of invoice. Said payment shall be made by means of a check mailed to the address on Paragraph 1.4, Contractor Address.

Contractor Initials

WW

Date

1/22/14

EXHIBIT C

SPECIAL PROVISIONS

1. Delete paragraph 14.1.1. and replace with the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions of this contract.

Contractor Initials

WJH

Date

1/22/14

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 Lake Sunapee Bank FSB is a New Hampshire trade name registered on November 14, 2011 and that Lake Sunapee Bank FSB presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of December, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McCrillis & Eldredge Ins, Inc. 2 North Main Street Newport, NH 03773 David McCrillis	Phone: 603-863-3636 Fax: 603-863-5177	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED New Hampshire Thrift Bancshares Inc ETAL Steve Theroux PO Box 29 Newport, NH 03773	INSURER A : Acadia Insurance Company		31325
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPA150038729	06/01/2013	06/01/2014	EACH OCCURRENCE	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUA002143227	06/01/2013	06/01/2014	EACH OCCURRENCE	\$ 10,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$ 10,000,000
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA0021430-30	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER		
								E.L. EACH ACCIDENT	\$ 500,000
								E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)

KONICA MINOLTA COPIER. [REDACTED]

CERTIFICATE HOLDER

MISCEL1

STATE OF NEW HAMPSHIRE
25 CAPITAL STREET
CONCORD, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bea A Cochran

Certificate

I, Stephen R. Theroux, President of Lake Sunapee Bank, fsb do hereby certify that:

- (1) I am duly elected and acting President and Chief Executive Officer of Lake Sunapee Bank, fsb a Federally Chartered Savings Bank.
- (2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates;
- (4) The following are true, accurate and complete copies of the resolution adopted by the Board of Directors of Lake Sunapee Bank at a meeting of the said Board of Directors held on the 22nd day of January 2014, which meeting was duly held in accordance with the by-laws of the Lake Sunapee Bank:

RESOLVED: That Lake Sunapee Bank enter into a contract with the State of New Hampshire, acting by and through the Bureau of Graphic Services, and that William McIver, Executive Vice President & Chief Operating Officer, be and is hereby is authorized and directed for and on the behalf of this Bank to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Bank any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as he may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any office of this Bank affixed to any instrument of document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind the Bank thereby;

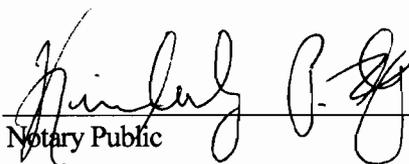
The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person has been duly elected and now occupy the office indicated below

William J. McIver, Executive Vice President & Chief Operating Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the President and Chief Executive Officer of Lake Sunapee Bank and have affixed its corporate seal this 22nd day of January 2014.



Stephen R. Theroux
President and Chief Executive Officer



Notary Public
State of NH
County of Sullivan
January 22, 2014



Employers' Workers' Compensation Insurance Coverage Verification

Coverage/Injury/Illness Date Default = Today's Date
 Employer Name Contains Starts With

OR

Federal Employer Identification Number

Worker's Compensation Insurance Coverage Provider: ACADIA INSURANCE COMPANY
 Policy Number: WCA52002143030
 Coverage/Injury/Illness Date: 12/05/13

[Return to Policy Results](#)

Page size: 100

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Employer Name	Street Address	City	State	Zip
<input type="text"/>	<input type="text" value="Newport"/>	<input type="text" value="Newport"/>	<input type="text"/>	<input type="text"/>
FIRST BRANDON BANK A DIVISION OF LAKE SUNAPEE BANK	2 N MAIN ST	NEWPORT	NH	03773-1547
FIRST BRANDON BANK A DIVISION OF LAKE SUNAPEE BANK	11 MAIN ST # 23	NEWPORT	NH	03773-1504
FIRST BRANDON BANK A DIVISION OF LAKE SUNAPEE BANK	1 MAIN ST # 9	NEWPORT	NH	03773-1503
LAKE SUNAPEE BANK FSB	1 MAIN ST # 9	NEWPORT	NH	03773-1503
LAKE SUNAPEE BANK FSB	11 MAIN ST # 23	NEWPORT	NH	03773-1504
LAKE SUNAPEE BANK FSB	2 N MAIN ST	NEWPORT	NH	03773-1547

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Worker's Compensation Insurance Coverage Provider: ACADIA INSURANCE COMPANY

Policy Number: WCA52002143030

Coverage/Injury/Illness Date: 12/05/13

Return to Policy Results

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Employer Name	Street Address	City	State	Zip
		Newport		
LAKE SUNAPEE FINANCIAL SERVICES	1 MAIN ST # 9	NEWPORT	NH	03773-1503
LAKE SUNAPEE FINANCIAL SERVICES	11 MAIN ST # 23	NEWPORT	NH	03773-1504
LAKE SUNAPEE FINANCIAL SERVICES	2 N MAIN ST	NEWPORT	NH	03773-1547
LAKE SUNAPEE GROUP INC	1 MAIN ST # 9	NEWPORT	NH	03773-1503
LAKE SUNAPEE GROUP INC	11 MAIN ST # 23	NEWPORT	NH	03773-1504
LAKE SUNAPEE GROUP INC	2 N MAIN ST	NEWPORT	NH	03773-1547
MCCRILLIS & ELDREDGE INSURANCE INC	1 MAIN ST # 9	NEWPORT	NH	03773-1503
MCCRILLIS & ELDREDGE INSURANCE INC	11 MAIN ST # 23	NEWPORT	NH	03773-1504
MCCRILLIS & ELDREDGE INSURANCE INC	2 N MAIN ST	NEWPORT	NH	03773-1547
MCCRILLIS & ELDREDGE INSURANCE INC	PO BOX 29	NEWPORT	NH	03773-0029
NEW HAMPSHIRE THRIFT BANCSHARES INC	1 MAIN ST # 9	NEWPORT	NH	03773-1503
NEW HAMPSHIRE THRIFT BANCSHARES INC	11 MAIN ST # 23	NEWPORT	NH	03773-1504

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Worker's Compensation Insurance Coverage Provider: ACADIA INSURANCE COMPANY

Policy Number: WCA52002143030

Coverage/Injury/Illness Date: 12/05/13

Return to Policy Results

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Employer Name

Street Address

City

State

Zip

[Redacted]

Newport

NEW HAMPSHIRE THRIFT BANCSHARES INC

2 N MAIN ST

NEWPORT

03773-1547

NEW HAMPSHIRE THRIFT BANCSHARES INC

PO BOX 29

NEWPORT

03773-0029

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APPENDIX A

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: July 30, 2013

Company Name: Konica Minolta Business Solutions U.S.A., Inc.

Address:

100 Williams Drive

Ramsey, NJ 07446

Point of Contact: **Kathleen B. Carr, Administrator**
 Bureau of Graphic Services, 12 Hills Avenue, Concord NH 03301
 Telephone: 603-271-3205 Fax: 603-271-1949 E-mail: Kathleen.Carr@nh.gov

Bid Invitation Name: **Lease of Color Production Digital Photocopier-Printer-Scanner/Department of Corrections**
 Bid Number: **Graphics 2014-46** Bid Opening Date: **August 13, 2013** Time of Bid Opening: **10:00 A.M. EST**

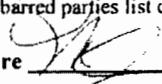
Dear Kathleen Carr:

[Insert name of signor] Myrtha Eugene, on behalf of Konica Minolta Business Solutions U.S.A., Inc. [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID# **Graphics 2014-46** for **Lease of Color Production Digital Photocopier-Printer-Scanner** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document except as so indicated within the stipulations of this bid: Any change, strikeover, or other evidence of alteration will be grounds for rejection of bid, unless each change is initiated by bid signer.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned bidder certifies that neither the bidder nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature



Authorized Signor's Title Assistant Secretary

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Bergen STATE: NJ ZIP: 07446

On the 12 day of August, 2013, personally appeared before me, the above named Myrtha Eugene, in his/her capacity as authorized representative of Konica Minolta Business Solutions U.S.A., Inc., known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Jordan T. Burke
 (Notary Public/Justice of the Peace)

JORDAN T. BURKE
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES MAR. 1, 2016

My commission expires: 3-1-16 (Date)



State of New Hampshire
Department of Administrative Services; Bureau of Graphic Services
Instructions for Request for Bid (RFB)
Lease of Color Production Digital Photocopier-Printer-Scanner

NOTE TO VENDORS

Read and follow these instructions carefully. Many bid responses are submitted incorrectly due to Vendor failure to read follow all instructions. Should You have any questions, refer to the instructions entitled "RFB Inquiries".

SUMMARY OF BID REQUEST

This is a request for the lease of a color production photocopier-printer-scanner (a.k.a. Color Device) to include full repair/maintenance service throughout the lease contract. Please see *Purpose and Scope* section 3.

SPECIFICATION COMPLIANCE

Bidder's offer must meet the required specifications as written.

LOCATION

All prices for the Color Device lease and all repair/maintenance service must be FOB Destination as defined by the following location:

State of New Hampshire
Correctional Industries Print Shop
281 North State Street
Concord NH 03302-0014

CONTRACT AWARD

Please see section 7 for award criteria.

RFB INQUIRIES

This RFB is issued for the State of New Hampshire by the Bureau of Graphic Services, the sole point of contact for the State of New Hampshire during the selection process.

Inquiries must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this RFB. Submissions must clearly identify the RFB Number, the Vendor's name, address and the name of the person submitting inquiry.

Please read the RFB carefully, make your inquiries as clear as possible and reference the section of the RFB in question.

All inquiries or proposed changes must be submitted in writing and received at the Bureau of Graphic Services at least five business days prior to the bid opening

Inquiries must be submitted by E-mail to Kathleen Carr at the following address: Kathleen.Carr@nh.gov

ADDENDUM

In the event it becomes necessary to add to or revise any part of this RFB prior to the scheduled submittal date, the NH Bureau of Graphic Services will post on the NH Purchase and Property website any Addenda. Before your submission, always check the site for any addenda or other materials that may have been issued that would affect the RFB. The website address is <http://www.admin.state.nh.us/purchasingibids/posteddte.asp>

TERMS OF SUBMISSION; RETURN OF COMPLETE ORIGINAL RFB

Vendors must submit a complete response to this RFB. Vendors must conform and respond in accord with the RFB instructions, requirements and rules with completeness and clarity of content.

The bid submission must include a complete printout of all issued Addenda (if applicable) and the entire RFB.

SUBMISSION OF BID RESPONSE

The RFB response MUST conform to the following criteria to be considered for award:

- All responses must be delivered in sealed packages; permanently marked showing the following information on the outside of the package:
 - Vendor's Name and Address
 - RFB Number
 - BID Due Date
 - Indicated as "SEALED BID"
 - Entitled: "Lease of Color Device; Department of Corrections"
- The "SEALED BID" submission must include in the following order:
 - Copy of Addenda (if any issued) in numerical sequence; completed and signed.
 - The entire Original RFB with completed and signed *State of New Hampshire Bid Transmittal Letter*.
 - Vendor's Response to RFB.
- The response package must be delivered to the following address:
Bureau of Graphic Services
12 Hills Avenue
Concord NH 03301
Any package delivered to any other location of the State will not be honored as received.
- All responses must be received at the Bureau of Graphic Services on or before the bid due date and time stated on the first page of this bid (State of New Hampshire Bid Transmittal Letter). Vendors mailing their responses must allow for sufficient time for delivery by the deadline. Bids received later than the specified date and time at the Bureau of Graphic Services will not be considered.

VENDOR ATTENDANCE AT OPENING OF RFB

If Vendors wish to attend the opening of the RFB, only the names of the Vendors submitting responses will be made public. Bid information will be published on the Purchase and Property website if and when an award is made.

VENDOR CERTIFICATIONS

All bidders must be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. In order to become duly registered, the following processes must be completed:

- **State of New Hampshire Vendor Application:** Bidders must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms <http://admin.statemh.us/purchasing/Vendor.asp> (no fee is required to obtain this form). Do not submit these documents as part of your bid submission.
 - **New Hampshire Secretary of State Registration:** A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nhgov/sos/corporate>

SUBVENDORS

The Vendor shall be solely responsible for meeting all requirements and terms and conditions specified in this RFB, its response and any resulting contract. The Vendor must describe in its bid any intended use of third (3rd) parties (or Spl) vendors. The State must approve any use of Subvendors.

CANCELLATION OF RFB

The State reserves the right to cancel this solicitation at any time prior to contract award in which case all responses will be rejected.

BID PRICES

The Vendor Response Portion of this Bid.

BID RESULTS

Bid results may be viewed on the Purchase and Property website at:
http://www.admin.state.nh.us/purchasing/bids_posteddte.asp

PUBLIC DISCLOSURE

A. Introduction

The State of New Hampshire has made it a priority through the Right-to-Know law (RSA 91-A), the TransparentNH initiative, and other statutes and practices to ensure that government activity is open and transparent. In general, these requirements allow for public review, disclosure and posting of government and public records. As such, the State is obligated to make public the information submitted in response to this RFB, any resulting contract, and information provided during the contractual relationship. The Right-to-Know law obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

B. Disclosure of Information Submitted in Response to RFB

Information submitted in response to this request for bid (RFB) is subject to public disclosure under the Right-to-Know law after a contract is actually awarded by G&C. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including but not limited to information related to bids, communications between the parties or contract negotiations, shall be available until a contract is actually awarded by G&C.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information submitted in response to this request for bid should be kept confidential, you must specifically identify that information where it appears in your submission in a manner that draws attention to the designation. You must also provide a letter to the person listed as the point of contact for this RFB, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire bid, attachment or section as confidential shall neither be accepted nor honored by the State.

Pricing and other information that relates to your contractual obligations in your bid or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a bidder's designations, the State is obligated by the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a bid. If a request is made to the State by any person or entity to view or receive copies of any portion of your bid, the State shall first assess what information it is obligated to release. It will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the bid. To halt the release of information by the State, a bidder must obtain and provide to the State, prior to the date specified in the notice, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information.

By submitting a bid, you acknowledge and agree that:

- The State may disclose any and all portions of the bid or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;
- The State is not obligated to comply with your designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your bid; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to you.

We agree

C. Electronic Posting of Resulting Contract

RSA 91-A obligates disclosure of contracts resulting from responses to RFBs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFBs be posted online. By submitting a bid you acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFB), any contract resulting from this RFB will be made accessible to the public online via the State's website without any redaction whatsoever.

NON-EXCLUSIVE CONTRACT

This is a Non-Exclusive Contract with price and term limitations as set forth in the Contract. The State may, at its sole discretion, retain other contractors to provide Color Devices.

CONTRACT TERMS AND CONDITIONS

The form contract P-37 included as Form A shall be part of this RFB (see section 9.1). The successful bidder(s) and the State, following notification of award, shall promptly execute this form of contract, which is to be completed by incorporating the service requirements and price conditions established in the bidder's offer.

ADDITIONAL INFORMATION

The State reserves the right to make a written request for additional information in writing from a Vendor to assist in understanding or clarifying a bid.

**NOTE: BID MUST BE SIGNED ON FRONTCOVER SHEET
SEW HAMPSHIRE' BI(t) TRANSMITTAL LETTER) TO BE**

TABLE OF CONTENTS

Section 1 Bid Abbreviations/Definitions

Section 2 Notice of Terminology Section 3
Purpose/Scope

Section 4 Client

Section 5 Terms of Bid and Contract

Section 6 Nonappropriation Clause

Section 7 Criteria of Bid Award

Section 8 Requirements of Winning Bidder

Section 9 Minimum Functional Requirements

Section 10 Vendor Requirement Specifications

Section 11 Line Item Costs

Section 12 Additional Accessories

Not Numbered Vendors Response Section



State of New Hampshire
Department of Administrative Services; Bureau of Graphic Services
Request for Bid (RFB)

Lease of Color Production Digital Photocopier-Printer-Scanner

SECTION 1: ABBREVIATIONS/DEFINITIONS

The following contain the most commonly used terms for this RIB. Vendors may request clarification for an undefined term by e-mailing Kathleen.Carr@nh.gov

(1.1) 1:1 Feature: Copy/print single sided originals with end product as one sided.

(1.2) 1:2 Feature: Copy/print two or more single sided originals with end product as two sided.

(1.3) 2:2 Feature: Copy/print two sided originals with end product as two sided.

(1.4) Automatic Document Feeder (ADF): Provides for single sided originals to be copied/scanned without lifting the platen. Originals are loaded into a feeder and, after pressing start, the Color Device moves each sheet on and off the platen eliminating the need to place each sheet one-by-one onto the platen glass. Originals are put through the feeder one time only using "scan once-print many" technology.

(1.5) Color Production Multifunctional Device (Color Device): For this RFB, Color Device means a single production machine (device) system which performs color copy, print and scan functions and meets or exceeds the minimum functional requirements.

(1.6) Digital Imaging Systems: Technology which works the same way as a scanner; breaking up the image into dots and rows rather than taking a picture with a lens much like a camera. The digital system for this RFB uses "scan once-print many" technology for copying/scan

(1.7) Dots Per Inch (DPI): is used to measure the resolution of an image both on screen and in print. The DPI measures how many dots fit into a linear inch. The higher the DPI, the more detail can be shown in an image. (1.8)

Duplex: For this RFB; Two page sides of a sheet of paper with size ranges of 5 1/2" x 8 1/2" to 13" x 19"

(1.9) Duplex Single Pass: For this RFB; automatically scans/images both sides of a two-sided original in one pass through the ADF without having to "flip" the original over to scan/copy the second side.

(1.10) Electronic Sorting: Printed output is electronically collated (assembled in proper numerical or logical sequence) in the order they are outputted from the machine.

(1.11) Meter Clicks: For this RFB a meter click records any printed output that uses toner.

(1.12) Online Sorter Stapler: Electronic sorting technology in which the collated sets of documents are automatically stapled before they are placed in the output tray.

(1.13) **Offsetting Delivery:** For this RFB, offset delivery means the output tray of the Color Device moves, allowing groups of multi-page documents to be placed in offsetting piles to easily identify one group from another.

(1.14) **Original:** For this RFB, original means primary paper document.

(1.15) **Pages Per Month (PPM):** "Page output per month" that utilizes toner (for copies made and print output only). This definition is used in reference to monthly printed output allowances (meter clicks) requested that are included in the base lease charge and any print outputs (meter clicks) over allowance. Scans are not considered a printed output nor should scans count against the allotted meter click allowance provided.

(1.16) **Platen (Platen Glass):** For this RFB; The glass area (platen glass) on which an original is manually placed to be copied/scanned once cover (platen) is shut over the original.

(1.17) **Print or Printed Output:** For this RFB, Color Device copies made and print output materials that utilize toner. Scans are not considered print output.

(1.18) **Print Resolution:** Measurement of the output quality of an image, usually in terms of pixels, dots, or lines per inch.

(1.19) **Reversing (a.k.a Recirculating) Automatic Document Feeder (RADF):** Provides for single and double sided originals to be copied or scanned without lifting the platen. Originals are loaded into the feeder and, after the operator starts the process, the device automatically moves each sheet on and off the platen eliminating the need to manually place each sheet one-by-one onto the glass for image and print duplication. For double-sided originals, the feeder flips or turns over the original to image and print the backside. Originals are put through the feeder one time only using "scan once-print many" technology.

(1.20) **Scan Once-Print Many.** Copies or scans are produced from scanned images that are held in memory. The originals are sent through once allowing the user to retrieve the originals while the function is still being completed.

(1.21) **Simplex:** For this RFB; One page side of a sheet of paper with size ranges of 5 1/2" x 8 1/2" to 13" x 19"

SECTION 2: NOTICE OF TERMINOLOGY

(2.1) Color production Photocopier-Printer-Scanner and all related parts, accessories, attachments, network-related Color Device shall be known by the term **Color Device** or **Color Devices** (1.5) as deemed appropriate.

(2.2) State of NH staff members utilizing the equipment and/or contract that may arise from this bid shall be known by the term **End User** or **End Users** as deemed appropriate.

(2.3) Full repair service and maintenance as described in section 10.3 shall be known by the term **FSMA**.

SECTION 3: PURPOSE AND SCOPE

(3.1) To obtain fair market value 60 and 84 month lease pricing structures for one Color Device to meet the needs of the End Users. The lease pricing structure shall include FSMA as specified in section 10.3.

(3.2) The specifications contained herein cover the minimum requirements for the Color Device to include attachments, accessories, network-related devices, FSMA, training and installation. Vendors are expected to submit and confirm pricing plans for all brands and models that meet specifications which they wish the State to consider.

SECTION 4 • CLIENT

State of New Hampshire Correctional Industries Print Shop
281 North State Street, Concord NH 03302-0014
(603) 271-1875

SECTION 5: TERMS OF BID AND CONTRACT

- (5.1) The awarded Vendor must adhere to the general terms and conditions listed within this RFB. *No alterations may be made to this RFB or the terms and conditions after the Vendor inquiry period.* Any alterations will result in disqualification of the bid.
- (5.2) Failure to furnish all information called for in this RFB, failure to abide by all rules, terms, conditions and specifications and/or failure to meet the minimum functional requirements of this RFB will result in disqualification of the bid.
- (5.3) The State reserves the right to reject any or all bids or any part thereof.
- (5.4) The contract lease term chosen shall begin upon complete installation of the Color Device to the satisfaction of the End User with a fair market value option at the end of the contract lease term. Agree
- (5.5) Complete installation includes delivery of Color Device FOB destination, installation, full operating functionality of all Color Device components and operator training to the satisfaction of the End User. Agree
- (5.6) Should the End User choose not to renew the lease or purchase the Color Device at the end of the chosen contract lease term, the Vendor shall be responsible for the removal of the Color Device and any costs associated with such removal. The removal must take place within twenty (20) working days from the date the End User notifies the Vendor that the Color Device is ready for removal. Removals shall include complete deletion of stored data as per section 10.5. The End User shall not be responsible for any costs associated with the Color Device lease as of the date the Vendor is notified to proceed with removal. Agree
- (5.7) Remanufactured or used Color Devices will not be accepted. The Color Device shall be new and in excellent working condition when installed. There shall be no broken or malfunctioning features on any Color Device placed. Agree
- (5.8) The Color Device must be a stable product that has been tested for not less than six (6) months before being placed in the United States' Market and must have been available in the United States' Market for at least one (1) year. Agree
- (5.9) If the Color Device fails to perform as per the manufacturers' specifications, such Color Device must be replaced within seven (7) working days with a comparable Color Device that meets all relevant requirements of this RFB. In such case, the Color Device, the installation, any required training and any other ancillary costs associated with the replacement shall be provided at no additional cost to the End User. Replacements shall be communicated to the Department of Information Technology as per section 10.5. Agree
- (5.10) Unless otherwise jointly agreed upon between End User and Vendor; If the Color Device requires repair service for the *same malfunction* more than four (4) times over a six (6) month period causing the equipment to run at less than 100% capacity each time for two (2) consecutive calendar days or more, such Color Device must be replaced within seven (7) working days with a comparable Color Device that meets all relevant requirements of this RFB. In such case, the Color Device, the installation, any required training and any other ancillary costs associated with the replacement shall be provided at no additional cost to the End User. Replacements shall be communicated to the Department of Information Technology as per section 10.5.
Agree

(5.11) Unless otherwise jointly agreed upon between End User and Vendor; If the Color Device requires repair service for *different malfunctions* more than five (5) times over a six (6) month period causing the equipment to run at less than 100% capacity each time for two (2) consecutive calendar days, such Color Device must be replaced within seven (7) working days with a comparable Color Device that meets all relevant requirements of this RFB. In such case, the Color Device, the installation, any required training and any other ancillary costs associated with the replacement shall be provided at no additional cost to the End User. Replacements shall be communicated to the Depot _ toient of Information Technology as per section 10.5. Agree

(5.12) If the Vendor fails more than three (3) times to respond to repair service requests as specified under FSMA section 10.3, the Color Device shall be removed within seven (7) working days of written notification to the Vendor at no additional charge to the State of New Hampshire and with no cancellation penalty incurred. Removals shall be communicated to the Department of Information Technology as per section 10.5. Agree

SECTION 6: NONAPPROPRIATION CLAUSE

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

(6.1) 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. Agree

SECTION 7: CRITERIA OF BID AWARD

(7.1) Although various pricing structures shall be requested, only one lease with allowance will be chosen. If an award is made, it will be based on the lowest monthly lease within the term and allowance structure chosen.

- 7.1a Vendor is to bid on Color Device 60 month fair market lease pricing structures with PPM allowances as follows: 0 (zero) color and 0 (zero) black & white; 10,000 color and 2,500 black & white; 20,000 color and 2,500 black & white; 30,000 color and 2,500 black & white; 40,000 color and 2,500 black & white; 50,000 color and 2,500 black & white; 60,000 color and 2,500 black & white; 70,000 color and 2,500 black & white; 80,000 color and 2,500 black & white; 90,000 color and 2,500 black & white; 100,000 color and 2,500 black & white.
- 7.1b Vendor is to bid on Color Device 84 month fair market lease pricing structures with PPM allowances as follows: 0 (zero) color and 0 (zero) black & white; 10,000 color and 2,500 black & white; 20,000 color and 2,500 black & white; 30,000 color and 2,500 black & white; 40,000 color and 2,500 black & white; 50,000 color and 2,500 black & white; 60,000 color and 2,500 black & white; 70,000 color and 2,500 black & white; 80,000 color and 2,500 black & white; 90,000 color and 2,500 black & white; 100,000 color and 2,500 black & white.

SECTION 8: REQUIREMENTS OF THE WINNING BIDDER

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

(8.1) A signed and completed General Provisions Terms and Conditions Form P-37 (*Provided by Bureau of Graphic Services at award of bid. See Exhibit A for sample*). The P-37 included herein shall be part of this RFB and the basis of any resulting contract. The successful Vendor(s) and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the Vendor's offer. Agree

(8.2) Signed and notarized copy of a Certificate of Vote/Authority: This must provide evidence authorizing the individual executing the contract to bind the business organization as of the date the individual signs the contract.

Such certificates shall *not* be self-authenticating if other than a Vendor who is contracting in his/her individual capacity. Agree

(8.3) Certificate of Comprehensive General Liability Insurance in the amount of \$2 million or more for each occurrence. This must be stated on the certificate in the per claim or occurrence section under General Liability. The certificate must identify the State of New Hampshire, Department of Corrections; 281 North State Street, Concord NH 03302-0014 as the Certificate Holder. Agree

(8.4) Proof of Worker's Compensation for the State of New Hampshire to cover the contracted Vendor, any Subvendors of the contracted Vendor (if applicable) and any employees of the contracted Vendor for any services provided. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any Subvendor or employee of Vendor which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of any service. Agree

(8.5) Certificate of Good Standing from the State of New Hampshire Department of State dated on or after April 1, 2013.

SECTION 9: MINIMUM FUNCTIONAL REQUIREMENTS

The Color Device must meet or exceed the specifications for minimum functional requirements. Please refer to and utilize *Abbreviation/Definition* section 1 for term descriptions pertaining to this RFB. Minimum functional requirements for the Color Device are separated into topic sections as follows: *Common Components, Photocopier, Printer, Scanner, Output/Finishing and Technology*.

Next to EACH minimum functional requirement (including subsections), place a "Y" if submitted bid meets or beats specifications and a "N" WITH REASON if submitted bid does not meet or beat the specifications.

(9.1) Common Components:

- 9.1a SPECIAL NOTE ON MAXIMUM EQUIPMENT DIMENSIONS: Due to space restrictions, the measurements of the Color Device and all modules required to meet the minimum functional requirements cannot exceed 8 feet (8') long and 42 inches (42") wide. Equipment quoted that exceeds these measurements shall not be accepted. Y
- 9.1b Shall include, but not be limited to, all parts, boards, upgrades and Color Device internal/external software to enable all photocopier-print-scan functions throughout the lease term. Must inform the End User of any upgrades to ensure continued operations. Y
- 9.1c Shall abide by sections 5.7 and 5.8. Shall not be discontinued Color Device models or Color Device models no longer in production at the time of bid opening. Y
- 9.1d Must include FSMA as specified in section 10.3 for the duration of the lease contract term. Y
- 9.1e Minimum monthly duty cycle: 250,000 PPM. Y
- 9.1f Minimum color modes: Automatic, Full Color, Black and White, Single Color, Text With Photo, Photo Images and Fine Images and Text (example; Maps). Y
- 9.1g Include a minimum of three adjustable paper drawers handling a range of 5 1/2" x 8 1/2" to 13" x 19" paper sizes for any color device print output as specified. *Does not include bypass tray section 9.1h.* 9.1g.1. All drawers must be online at the same time. Y
9.1g.2. Must support paper weight ranges from 16 lb. text to 80 lb. coated cover.

- 9.1 g.3. Must print on most common label stock.
- 9.1g.4. Minimum drawer total capacity of 3,000 sheets 20 lb. bond
- 9.1g.5. Minimum main tray capacity of 1,000 sheets 20 lb. bond. Y

- 9.1h Includes a minimum of one bypass paper tray for any print output handling 5 1/2" x 8 1/2" to 13" x 19" paper sizes and holding up to 250 sheets 20 lb. bond. 9.1h.1. Must support paper weight ranges from 16 lb. text to 100 lb. coated cover. Y

- 9.1i Include PPM allowance as specified. Y

- 9.1j Allow the restriction of pc desktop access to Color Device based on network authentication; user name and password.
 - 9.1j.1 Passwords must allow for a minimum of 10 characters in length to contain a combination of upper and lowercase characters and at least one number or special character not defined as letters or numerals such as @, &, !. Y

- 9.1k Must allow Department of Information Technology authorized contact person(s) password protected administrative access to Color Device as per Vendor Responsibility to the Department of Information Technology section 10.5. Y

- 9.1l. Must be Energy Star® compliant and contain automatic power saving modes to conserve power when Color Device has not been active for a maximum of ten (10) minutes. Such power saving modes shall automatically power up when sensing End User interaction with Color Device. Y

- 9.1m. RECYCLED CONTENT: According to New Hampshire Statute, RSA Chapter 9-C: 9,1, effective September 9, 2008, "uncoated printing and writing paper purchased by or for state agencies shall contain not less than 30% recycled material and coated printing paper purchased by or for state agencies shall contain not less than 10% recycled material." In this context, "recycled material" shall be construed to mean "postconsumer waste material", as given in the definitions under RSA Chapter 9-C: 2, IV. The Color Device must be capable of running recycled paper of this content without difficulty. Y

(9.2) Photocopier:

- 9.2a High quality color digital imaging system only. Y

- 9.2b Produce 8 1/2" x 11" 20 lb. bond simplex copies at a minimum speed of 60 pages per minute. Y

- 9.2c Produce 8 1/4" x 11" 20 lb. bond duplex copies at a minimum speed of 30 pages per minute. Y

- 9.2d Provide a minimum of 1200 x 1200 dpi print output. Y

- 9.2e Minimum Resolution/Gradation 256 8 bit CMYK Pantone PMS Matching. 9.2e.1. Color print quality must be excellent and comparable to offset with very fine grain, high resolution and exact color to color register. Y

- 9.2f True color matching system for copied material. Y

- 9.2g Copy a minimum 5 1/2" x 8 1/2" to 13" x 19" paper sizes. Y

- 9.2h Copy a minimum of 16 lb. text to 80 lb. cover. Y

- 9.2i Material size and weight for print output as per section 9.1g. and 9.1h. Y

(9.3) Printer:

- 9.3a Print controller Fiery with capability to access through pc workstations: Y
 - 9.3a.1. Must support a minimum of TIFF, PDF, PCL6, Adobe® Postscript Level 3 ACSH, VIPP/Postscript, PPML. Y
 - 9.3a.2. Compliant with Windows® XP, Windows® Vista, Windows® 7, future Windows® based operating systems, MAC® (PPD File) 9.x to 10.6, and future MAC® Operating Systems. Y
 - 9.3a.3. Must not convert to proprietary language. Open architecture and true PDF. Y
 - 9.3a.4. Minimum 10 Gigabyte (GB) hard drive. Y
 - 9.3a.5. Minimum 1.5 Gigabyte (GB) RAM. Y
 - 9.3a.6. Full options bundle with DVD RW drive. Y
- 9.3b Print drivers must be upgradable and included as a normal function of FSMA preventive maintenance. Y
- 9.3c Must communicate with most commonly used graphic design software such as Adobe® Creative Suite V. 4 and above, Adobe® PageMaker and Quark. Y
- 9.3d High quality digital color print systems only. Y
- 9.3e Print 8 1/2" x 11" 20 lb. bond simplex output at a minimum speed of 60 pages per minute. Y
- 9.3f Print 8 1/2" x 11" 20 lb. bond duplex output at a minimum speed of 30 pages per minute. Y
- 9.3g Provide a minimum of 1200 x 1200 dpi print output. Y
- 9.3h Minimum Resolution/Gradation 256 8 bit CMYK and Pantone PMS Matching. Y
 - 9.3h.1. Color print quality must be excellent and comparable to offset with very fine grain, high resolution and exact color to color register. Y
- 9.3i Material size and weight for print output as per section 9.1g. and 9.1h. Y
- 9.3j Must provide various tab layout, tab style and tab settings for both manual input and scan-to-file input. Y
- 9.3k Provides both secure and on demand printing described as follows:
 - 9.3k.1. Secure printing: Holds the print job and shall not print unless the End User chooses to print. Y
 - 9.3k.2. On demand printing: Allows for immediate print directly from the End Users pc desktop.
- Y9.3l. Allows End User the option to print simplex or duplex from pc desktop. Y
- 9.3m Allows End User the ability to view and alter other print features including, but not limited to, paper size, paper tray selection, paper orientation and any other user generated feature made available through the Color Device. Y
- 9.3n Allows End User the ability to view print status via pc desktop. Y
- 9.3o Allows End User the option to cancel print job(s) from pc desktop as well as direct from Color Device. Y

(9.4) Scanner:

- 9.4a Scans shall not be recorded as a meter click from volume allowance. Meter clicks shall be restricted to printed material only which includes copies made and print output materials only. Y
- 9.4b Separate or embedded scan stations are acceptable as long as they are properly attached and connected to the main print engine. Y
- 9.4c Color functionality: End User options for scan to print, scan to FTP, scan to e-mail, scan to pc desktop, scan to network share using Active Directory authentication. Y
 - 9.4c.1. Minimum Scan-To-File 600 DPI. Y
 - 9.4c.2. Must not convert to proprietary language. Open architecture and true PDF. Y
- 9.4d Minimum 600 x 600 DPI 256 8 bit CMYK and Pantone PMS Matching. Y
- 9.4e Automatic duplex single pass (1.9) OR RADF (1.22) scanning systems only. Y
 - 9.4e.1. Produce 8 1/2" x 11" 20 lb. bond simplex scans at a minimum speed of 60 scans per minute. Y
 - 9.4e.2. Scan 5 1/2" x 8 1/2" to 11" x 17" paper sizes through automatic feeder. Y
 - 9.4e.3. Minimum 100 sheets 20 lb. bond capacity feeder OR a 50 sheet 20 lb. bond capacity feeder that gives the user an option of inputting additional sheets for one end product. Y
 - 9.4e.4. Stock range 16 lb. bond to 80 lb. cover. Y
- 9.4E Shall permit single and double sided scanning from platen as well as through automatic duplex single pass or RADF system. Y
 - 9.4E1. Platen must be capable of scanning original of 5 1/2" x 8 1/2" to 11" x 17" paper sizes. Y
- 9.4g Image editing capabilities as follows:
 - 9.4g.1. Cropping Y
 - 9.4g.2. Skew Adjustments Y
 - 9.4g.3. Edge Erasing Y
 - 9.4g.4. Document Rotation Y
 - 9.4g.5. Image Shifting Y
 - 9.4g.6. Page numbering Y
 - 9.4g.7. Watermarks Y
 - 9.4g.8. Date Stamps Y
- 9.4h Automatic creation of scanned documents into Adobe® PDF with setups for automatic file compressions. Y
- 9.4i Ability for End User to save scans to Adobe® PDF, TIFF or JPG formats. Y
- 9.4j Compliant with Windows® XP, Windows® Vista, Windows® 7, future Windows® based operating systems, MAC® (PPD File) 9.x to 10.6, and future MAC® Operating Systems. Y
- 9.4k Compatible with network/LAN as described in Technology section 9.6.Y
 - 9.41. Allows End User the option to cancel scan job(s) direct from Color Device. Y

(9.5) Output/Finishing

- 9.5a Output catch tray and/or stacker holding up to 13" x 19" paper sizes minimum 500 sheet capacity 20 lb. bond. Y

9.5b Offset Collator Y

9.5c Slip Sheets Y

9.5d Layouts:

9.5d.1. 2 up to 16 upY

9.5d.2. BookletY

9.5d.3. Perfect BookletY

9.5d.4. Custom LayoutsY

9.5d.5. Zoom reduction/enlargement: variable minimum range of 50-400%.Y

9.5e Inline Stapler/Finisher: Allows a minimum of 1 and 2 staples through 50 sheets 20 lb. bond.Y

9.5e.1. Must provide minimum of corner staple and two side staples.Y

(9.6) Technology:

9.6a Vendor will be responsible for coordinating with the Department of Information Technology per section 10.5 to coordinate the network installation of the Color Device for full functionality. Y

9.6b Image Server Memory: Minimum capacity 1 Gigabyte (GB).Y

9.6c Minimum Hard Drive Capacity: 75 Gigabytes (GBs) for document/job storage. Y

9.6d Minimum RAM: 1.5 Gigabyte (GB). Y

9.6e Minimum Operating System Compliance: Windows® XP, Windows® Vista, Windows® 7, future Windows® operating systems, Windows® Server 2003, Windows® Server 2008, future Windows® Server operating systems, MAC® (PPD File) 9.x to 10.6 and future MAC® operating systems. 9.6E

Minimum Protocol Support: Minimum TCP/IP, HTTP, IPX/SPX, IPP, SMB, SNMP, LPR/LPD.Y

9.6g Minimum Driver Compatibility: Must support Windows® XP, Windows® Vista, Windows® 7, future Windows® operating systems, Windows® Server 2003, Windows® 2008, future Window® Server operating systems and MAC® (PPD File) 9.x to 10.6 and future MAC® operating systems, See 9.3b. for driver upgrade requirement. Y

9.6h Any hard drive device used to store documents within the Color Device shall have overwrite capabilities to prevent unauthorized access to stored documents. Y

9.6i Any memory device used to store documents within the Color Device or accessory option(s) shall have a manual and automatic clear feature to prevent unauthorized access to stored documents. Y

9.6j Must allow network connectivity through client lists, active directory share *and* client with domain login. Y

9.6k Allow Ethernet 10-Base T/100-TX (Cat 5) *and* USB connection options.Y

9.6lY. Must comply with TCP/IP, IPX/SPX and SMTP network protocol. 9.6m.

Must allow designated and authorized End User Network Administrators the ability to view all job queues for Color Device across the network to include all authenticated users.Y

SECTION 10: VENDOR REQUIREMENT SPECIFICATIONS

Vendors must meet or exceed the specifications for: *Delivery, Training, Full Repair Service and Maintenance, Invoicing and Responsibility to the Department of Information Technology.*

(10.1) Delivery and Installation:

- 10.1a. Delivery shall be made within 20 working days after receipt of order. Must include delivery and installation FOB Destination to the End User as addressed in section 4. Y
- 10.1b. The Shipment shall be securely and properly packaged, skidded, tied, etc. according to responsible and accepted commercial practices without extra charge for same. Any packages shall also be clearly marked with purchase order number, delivery address and any other pertinent information. All goods must be delivered in condition as specified herein and if found to be otherwise shall be promptly replaced by the Vendor. Y
- 10.1c. Basic installation will consist of unpacking and assembling of all components and placing them in fully functional working order in an area to be made available by the End User. The End User is responsible for ensuring that properly wired electrical outlets are prepared. *Complete installation shall be as per section 5.5 herein.* Y

(10.2) Training:

- 10.2a. Must include on-site operator training for a minimum of 3 (three) End User staff members by a qualified representative of the Vendor within 3 to 5 working days of installation. Training sessions shall be of such length, content and frequency as to impart complete proficiency of operation and to the complete satisfaction of the End User at no additional charge to the state throughout the contract lease term. Y
- 10.2b. Must coordinate with, communicate with and work with authorized Department of Information Technology personnel as specified in section 10.5. Y

(10.3) Full Repair Service and Maintenance (FSMA):

- FSMA must be provided by the Vendor for the full contract lease term as specified in this RFB and must be included in the monthly lease charge. Criteria of service are as follows:
- 10.3a. The State of New Hampshire shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed. Y
 - 10.3b. Services to be provided by Vendor under this FSMA agreement shall include 8:00 A.M to 5:00 P.M five (5) days a week (herein known as 8 x 5 x 5) Monday-Friday onsite repair and maintenance service when requested by the End User. Y
 - 10.3c. Vendor must respond to the End User via telephone within one (1) hour of initial support request. Y
 - 10.3d. Unless otherwise jointly agreed upon between End User and Vendor, the Vendor must be on-site within two (2) hours of telephone response with the End User. Y
 - 10.3e. All maintenance, supplies, parts and labor are to be included in the monthly base charge of the FSMA agreement excluding the cost of paper and staples. Y
 - 10.3e. I. Supplies include, but are not limited to, the following: photo receptor belts, all waste containers, dry inks, developers, toner, drum cartridges, fuser agents and any other supply needed for the day-to-day operation of the Device. Y

10.3e.2. All supplies must be delivered FOB Destination.Y

10.3e.3. All parts must be from the original equipment manufacturer (OEM) and FOB Destination.Y

(10.4) Invoice Requirements:

10.4a. All invoices must be provided to the End User and processed through the manufacturer's local dealer who services the Color Device account. The End User must be able to resolve any problems (including invoicing) through the local dealer.Y

10.4b. The Vendor shall receive and record the total PPM meter clicks for the Color Device. Meter clicks shall include actual printed output only as follows:

10.4b.1. Color Device PPM meter clicks shall be recorded in two separate segments; black and white and color. Each segment shall have a meter click allowance tied to its usage. Meter clicks shall be recorded based on the main counting device for each segment and not combined with other meters that record the same clicks in different scenarios. *Note: Each printed output sheet shall be treated as one (1) meter click regardless of sheet size. For example; whether the printed output sheet is 8 1/2" x 11" or 12" x 18", the meter shall click only once.Y*

10.4c. The Vendor shall provide a monthly invoice for the base lease term awarded which will include any excess charges over the PPM allowed per month as quoted and contracted.Y

10.4d. Invoices shall be submitted directly to the End User as shown on the purchase order. 10.4e.Y

The Vendor may offer a cash discount for payment within 15 days of receipt of invoice.Y

(10.5) Vendor Responsibility To The Department of Information Technology (DoIT):

10.5a. The Vendor shall work cooperatively with the End User's DoIT authorized contact person(s) and discuss, via e-mail or telephone, installation of the Device, any attachments/ accessories before such equipment is installed.Y

10.5b. The Vendor shall provide the End User's DoIT authorized contact person(s) training and documentation for the operation, configuration and all enabled functionality of the Device, any attachments/ accessories.Y

10.5c. The Vendor is to contact the End User's DoIT authorized contact person(s) via a help desk ticket called into 603-271-7555 for any technical repairs or maintenance as specified under Full Repair Service And Maintenance section 10.3 which may affect any state-owned technical or network functions as it relates to the Device.Y

10.5d. Any hard drive device used to store documents within the Device or accessory option(s) shall be accessible to the End User's DoIT authorized contact person(s) through an administrative access code, which shall be allowed to be changed from the default. Y

10.5e. The Vendor must notify the End User's DoIT authorized contact person(s) via a help desk ticket called into 603-271-7555 before the connected Device is to be removed from its location for any reason. Y

10.5f. The Vendor must confirm complete overwrites of any stored documentation to the satisfaction of DoIT before the Device is to be removed from its location for any reason.Y

SECTION 11: LINE ITEM COSTS

Line item costs must be provided for End User information and have no bearing on the award of bid or any resulting contract.

(1 L) The Vendor must provide on a separate line item the cost, if any, of staples during the lease contract term. This charge will occur only when staples are ordered by the End User and shall be separate from the monthly base charge for the Device. The Vendor may not charge more than the quoted staple fee throughout the lease contract term as specified in this RFB.Y

(11.2) The Vendor must provide on a separate line item the hourly rate, if any, of relocating the Device to another area of the same facility. This charge will occur only in the event that the End User makes a relocation request. A relocation charge shall be separate from the monthly base charge for the Device. The Vendor may not charge more than the quoted relocation fee throughout the lease contract term as specified in this RFB.Y

(11.3) The Vendor must provide on a separate line item the hourly rate, if any, of relocating the Device to another facility within a 25 mile radius of the original facility location. This charge will occur only in the event that the End User makes a relocation request. A relocation charge shall be separate from the monthly base charge for the Device. The Vendor may not charge more than the quoted relocation fee throughout the contract lease term as specified in this RFB. Y

(11.4) The Vendor must provide on a separate line item the hourly labor rate, if any, for 5:01 P.M. to 7:59 A.M. Monday-Friday requested service by the End User.Y

11.4a. The State of New Hampshire shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed.Y

11.4b. Vendor must respond to the End User via telephone within one (1) hour of initial support requested during the 5:01 P.M. to 7:59 A.M. Monday-Friday service period.Y

11.4c. Unless otherwise jointly agreed upon between End User and Vendor, the Vendor must be on-site within two (2) hours of telephone response with the End User during the 5:01 P.M. to 7:59 A.M. Monday-Friday service period Y

11.4d. All supplies and parts that are *critical* for proper maintenance during the 5:01 P.M. to 7:59 A.M. Monday-Friday service period will be reimbursed to the Vendor by the End User at cost plus 10%. All supplies and parts must be OEM and FOB Destination.Y

11.4e. The Vendor may not charge more than the quoted hourly rate for this line item throughout the contract lease term as specified in this RFB.Y

(11.5) The Vendor must provide on a separate line item the hourly labor rate, if any, for requested service by the End User on any given weekend.Y

11.5a. The State of New Hampshire shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed.Y

11.5b. Vendor must respond to the End User via telephone within one (1) hour of initial support request on any given weekend.Y

11.5c. Unless otherwise jointly agreed upon between End User and Vendor, the Vendor must be on-site within two (2) hours of telephone response with the End User on any given weekend.Y

11.5d. All supplies and parts that are *critical* for proper service on any given weekend will be reimbursed to the Vendor by the End User at cost plus 10%. All supplies and parts must be OEM and FOB Destination.Y

11.5e. The Vendor may not charge more than the quoted hourly rate for this line item throughout the contract lease term as specified in this RFP. Y

(11.6) The Vendor must provide on a separate line item the hourly labor rate, if any, for requested service by the End User on any of the ten (10) State of New Hampshire personnel holidays.Y

11.6a. The State of New Hampshire shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed.Y

11.6b. Vendor must respond to the End User via telephone within one (1) hour of initial support request on any of the ten (10) State of New Hampshire personnel holidays.Y

11.6c. Unless otherwise agreed upon between End User and Vendor, the Vendor must be on-site within two (2) hours of telephone response with the End User on any of the ten (10) State of New Hampshire personnel holidays.Y

11.6d. All supplies and parts that are *critical* for proper service on any of the ten (10) State of New Hampshire personnel holidays will be reimbursed to the Vendor by the End User at cost plus 10%. All supplies and parts must be OEM and FOB Destination.Y

11.6e. The Vendor may not charge more than the quoted hourly rate for this line item throughout the contract lease term as specified in this RFP.Y

SECTION 12: ADDITIONAL ACCESSORIES FOR COLOR DEVICE

The Vendor may provide on a separate line item the monthly cost, if any, of the listed additional accessories. Additional accessories exceed the minimum functional requirements and have no bearing on award of contract. Vendors may respond to only those accessories that are available as specified for the brand and model as quoted.

Charges may only be incurred in the event that the End User orders an additional accessory(ies) for the Color Device which shall be included in the monthly invoice as a separate line item charge. Accessory dependencies on any other accessory(ies) must be fully disclosed on the price sheet. Prices must be inclusive of all parts/elements needed for full functionality of accessory(ies).Y

Vendors shall not quote beyond the scope of the following list and may not charge more than the quoted accessory(ies) fee, if any, throughout the contract lease term as specified in this RFB.

(12.1) Business Card Slitter Y

(12.2) Adjustable paper drawers handling 5 1/2" x 8 1/2" to 13" x 19" paper sizes for any color device print output as specified.Y

12.2a. Must be programmable to be online at same time as drawers listed in section 11.1g.Y

12.2b. Must support paper weight ranges from 16 lb. text to 80 lb. coated cover.Y

12.2c. Must print most common label stock.Y

12.2d. Minimum sheet capacity 1,000 sheets 20 lb. bond.Y

(12.3) Variable Data Printing Software that allows for a part of the printed piece to change as it prints. The piece that changes can be text fields, graphics or images. Most common usages would be merging the main document with a data lists for mailings, personalized letters, personalized brochures or other personalized marketing.



State of New Hampshire
Department of Administrative Services; Bureau of Graphic Services
Lease of Color Production Digital Photocopier-Printer-Scanner

VENDOR RESPONSE SECTION

In addition to the introduction information provided, the following rules MUST be adhered to in submitting a bid response.

- I. All entries must be either typewritten or legibly printed in ink. No pencil entries will be accepted. If entries in ink are not legible, bid may be rejected.
2. Any change, strikeover, or other evidence of alteration will be grounds for rejection of bid, unless each change is initialed by bid signer.
3. No forms other than the attached pricing sheets may be used to submit pricing for this bid. Pricing sheets may be photocopied for additional bids.
4. Vendor may quote on more than one brand and model fitting the minimum requirements. A separate vendor response sheet must be submitted for each one!
5. A specification sheet for each model must be submitted with pricing sheets. If specifications are not attached, the bid may be rejected.
6. Any additional notations or comments (other than pricing information) must be typewritten or legibly printed on a separate sheet of paper and attached to pertinent quote.
7. The Vendor's Bid Response Pricing Section is listed in the following order:
 - 60 Month Lease Color Device
 - 84 Month Lease Color Device
 - Line Items for Color Device
 - Additional Accessories for Color Device

Firm Name & Address: Konica Minolta Business Solutions 25 Pelham Road, Salem NH 03079

Contact Person: Robert Sullivan

Phone: 603-328-2607

E-Mail Address: RSullivan@kmbs.konicaminolta.us

**Vendor Bid Response: 60 Month Lease Color Device
With Fair Market Value At The End Of The Lease Term**

Proposed Brand/Model: Konica Minolta C6000

Column 1	Column 2	Column 3	Column 4	Column 5
Monthly Base COLOR PPM Allowance Requested	Monthly Base BLACK & WHITE PPM Allowance Requested	60 Month Lease Charge; Includes Base PPM Allowance Requested in Same Row Column 1 & 2	Excess COLOR Per Print Output Charge Over Base PPM Allowance Requested In Same Row Column 1	Excess BLACK & WHITE Per Print Output Charge Over Base PPM Allowance Requested In Same Row Column 2
Zero (0)	Zero (0)	\$ 562.46	\$ 0.04	\$0.01
10,000	2,500	\$987.46	\$ 0.04	\$0.01
20,000	2,500	\$1,387.46	\$ 0.04	\$0.01
30,000	2,500	\$1,787.46	\$ 0.04	\$0.01
40,000	2,500	\$2,187.46	\$ 0.04	\$0.01
50,000	2,500	\$2,587.46	\$ 0.04	\$0.01
60,000	2,500	\$2,987.46	\$ 0.04	\$0.01
70,000	2,500	\$3,387.46	\$ 0.04	\$0.01
80,000	2,500	\$3,787.46	\$ 0.04	\$0.01
90,000	2,500	\$4,187.46	\$ 0.04	\$0.01
100,000	2,500	\$4,587.46	\$ 0.04	\$0.01

Vendor Bid Response: 84 Month Lease Color Device With Fair Market Value At The End Of The Lease Term

Proposed Brand/Model: _____

Column 1 Monthly Base COLOR PPM Allowance Requested	Column 2 Monthly Base BLACK & WHITE PPM Allowance Requested	Column 3 84 Month Lease Charge; Includes Base PPM Allowance Requested in Same Row Column 1 & 2	Column 4 Excess COLOR Per Print Output Charge Over Base PPM Allowance Requested In Same Row Column 1	Column 5 Excess BLACK & WHITE Per Print Output Charge Over Base PPM Allowance Requested In Same Row Column 2
Zero (0)	Zero (0)	\$	\$	\$
10,000	2,500		\$	\$
20,000	2,500	\$	\$	\$
30,000	2,500	\$		
40,000	2,500	\$	\$	\$
50,000	2,500	\$		\$
60,000	2,500	\$	\$	\$
70,000	2,500	\$	\$	\$
80,000	2,500	\$	\$	\$
90,000	2,500		\$	\$
100,000	2,500	\$	\$	\$

Color Device Proposed Brand/Model: Konica Minolta C6000

LINE ITEM COSTS THIS BRAND/MODEL ONLY

(11.1) Cost of Staples Cost/Package	Containers/Package	Yield/Package
\$119.00	3 packages per container	15,000 staples

(11.2) Relocation Hourly Rate In Same Facility: \$ 300.00 per event

(11.3) Relocation Hourly Rate Within 25 Mile Radius \$400.00 per event

(11.4) Hourly Service Rate 5:01 P.M to 7:59 A.M Monday-Friday
 Period: \$250.00 per event

(11.5) Hourly Service Rate On Any Given Weekend: \$250.00 per event

(11.6) Hourly Service Rate On Any Of The Ten (10) State Of NH Holidays: \$350.00 per event

ADDITIONAL ACCESSORY OPTIONS THIS BRAND/MODEL ONLY

Vendor must disclose accessory dependency on any other accessory. All accessory prices are to be inclusive of all parts/elements needed for full functionality.

Lease Term: 60 Months 84 Months

(12.1). Monthly Charge Business Card Slitter: \$129.00 N/A

(12.2). Monthly Charge Adjustable Paper/Cassette Drawers: \$26.00 N/A

(12.3). Monthly Charge Minimum Variable Data Software: \$66.00 N/A

Remittance Address for Lease & FSMA Payments:

Remittance Address for Staples:

Konica Minolta Business Solutions

Dept AT 952823
ATLANTA, GA 31192-2823

Konica Minolta Business Solutions

Dept: AT 952823
ATLANTA, GA 31192-2823

Will full repair service and maintenance be provided by third party Vendor (Circle One): Yes No If Yes,
please provide third party information as an attachment to this Bid.

No, KMBS will provide full maintenance. Direct Capital, an approved State of NH financing vendor, will provide the funding of equipment only.

State of New Hampshire Bureau of Graphic Services
 Bid # Graphics 2014-46 Color Device With Service; Bid Opened August 13, 2013 10:00 A.M.
 ATTACHMENT A

Detailed Calculation Sheet Based On 60 Months 0 Allowance for Color and Black/White With Volume Input

Estimated Actual Volume Calculation Fields; Color= First And Black/White=Second : 50,000 50,000									
Print Output Allowance: Color Zero (0) Black/White Zero (0)									
Brand/Model	Monthly PPM Allowance		Excess Monthly Charge		Total Color Excess PPM Charge Per Month	Total B&W Excess PPM Charge Per Month	Estimated Contract Total For Service	Vendor	
	Color	B&W	Color	B&W					
Konica Minolta C6000	0	0	0.0400	0.0100	\$2,000.00	\$500.00	\$150,000.00	Konica Minolta Business Solutions	
Ricoh Pro C5100s	0	0	0.0430	0.0080	\$2,150.00	\$400.00	\$153,000.00	Ricoh USA Inc.	
Canon IR Adv. C7260					Bid Withdrawn By Vendor			Canon Solutions America	
Canon IR Adv. C9270 Pro					Bid Withdrawn By Vendor			Canon Solutions America	
Xerox Color 560C	0	0	0.0452	0.0084	\$2,260.00	\$420.00	\$160,800.00	Xerox Corporation	

Subject:

Full Repair Service and Maintenance of Color Production Copier/Printer/Scanner

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord NH 03301	
1.3 Contractor Name Konica Minolta Business Solutions		1.4 Contractor Address 25 Pelham Road, Salem NH 03079	
1.5 Contractor Phone Number 603-328-2607	1.6 Account Number 10-046-57310000-500217	1.7 Completion Date 60 Months From Full Installation	1.8 Price Limitation \$153,280.00
1.9 Contracting Officer for State Agency Kathleen Carr		1.10 State Agency Telephone Number 603-271-3205	
1.11 Contractor Signature <i>Robert Sullivan</i>		1.12 Name and Title of Contractor Signatory SAE	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>October 15, 2013</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.			
1.13 Signature of Notary Public or Justice of the Peace <i>Shirley English</i>			
1.12 Name and Title of Notary or Justice of the Peace Shirley English			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon; Commissioner, Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Rosmary O'Neil</i> On: <u>1-14-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

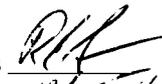
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

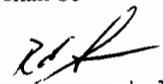
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

1. The color production copier/printer/scanner and services as "Color Device" to be provided by Konica Minolta Business Solutions as "Contractor" to the NH Department of Administrative Services shall include delivery, installation, training, full repair service, preventive maintenance and abide by the Department of Information Technology policies and procedures for the Color Device **Konica Minolta C6000**.
2. The sixty (60) month contract term shall begin upon complete installation of the Color Device to the satisfaction of the Department of Corrections as "End User".
 - 2.1. Complete installation shall include delivery of the Color Device FOB destination, installation, full operating functionality of all Color Device components per manufacturer's specifications and operator training as per section 14 to the satisfaction of the End User.
 - 2.2. The Contractor shall notify the End User three (3) working days before date of installation and supply names and date of birth of all Contractor Color Device delivery, installation, training, repair service and preventive maintenance personnel for a formal background check. All Contractor Color Device personnel must be approved before allowed admittance into End User facility.
3. Should the End User choose not to keep the Color Device at the end of the contract term, the End User shall notify the Contractor thirty (30) calendar days before the last day of the contract term. The Contractor shall be responsible for the removal of the Color Device and any costs associated with such removal. The removal must take place within 15 working days after the last day of the contract term. Removals shall include complete deletion of stored data as per section 16. The End User shall not be responsible for any costs associated with the Color Device as of the last day of the contract term.
 - 3.1. Contractor shall coordinate removal with End User three (3) working days before date of removal and supply names and date of birth of all Contractor Color Device removal personnel for a formal background check. All Contractor Color Device removal personnel must be approved before allowed admittance into End User facility.
4. The Color Device shall be new and in excellent working condition when installed. There shall be no broken or malfunctioning features on the Color Device placed.
5. The Color Device shall be a stable product that has been tested for not less than six (6) months before being placed in the United States' Market and available in the United States' Market for at least one (1) year.
6. If the Color Device fails to perform as per the manufacturers' specifications upon installation, such Color Device must be replaced within seven (7) working days with a comparable Color Device that meets all relevant requirements of this contract. In such case, the Color Device, the installation, any required training and any other ancillary costs associated with the replacement shall be provided at no additional cost to the End User. Replacements shall be communicated to the Department of Information Technology as per section 16.
7. Unless otherwise jointly agreed upon between the End User and Contractor; If the Color Device requires repair service for the *same malfunction* more than four (4) times over a six (6) month period causing the

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equipment to run at less than 100% capacity each time for two (2) consecutive calendar days or more, such Color Device must be replaced within seven (7) working days with a comparable Color Device that meets all relevant requirements of this contract. In such case, the Color Device, the installation, any required training and any other ancillary costs associated with the replacement shall be provided at no additional cost to the End User. Replacements shall be communicated to the Department of Information Technology as per section 16.

8. Unless otherwise jointly agreed upon between the End User and Contractor; If the Color Device requires repair service for *different malfunctions* more than five (5) times over a six (6) month period causing the equipment to run at less than 100% capacity each time for two (2) consecutive calendar days or more, such Color Device must be replaced within seven (7) working days with a comparable Color Device that meets all relevant requirements of this contract. In such case, the Color Device, the installation, any required training and any other ancillary costs associated with the replacement shall be provided at no additional cost to the End User. Replacements shall be communicated to the Department of Information Technology as per section 16.
9. If the Contractor fails more than three (3) times to respond to repair service requests as specified under Full Repair Service and Maintenance as "FSMA" section 15, the End User shall request that NH Department of Administrative Services enact State of NH Form P-37 clause 8.2.1 requesting a remedy from the Contractor. Should the Contractor fail to remedy as per State of NH Form P-37 clause 8.2.1, the Color Device shall be removed within seven (7) working days at no additional charge to the State of NH and with no cancellation penalty incurred from Contractor. Removals shall be communicated to the Department of Information Technology as per section 16.
10. The End User shall use the Color Device in a careful manner, make all necessary repairs to maintain the Color Device in good condition and shall comply with all applicable laws relating to its possession, use or maintenance.
11. The Contractor shall not bear any risk of loss, theft, damage, condemnation, governmental seizure or destruction of the Color Device from any cause whatsoever, and no such event shall relieve the end User of the obligation to make payments or to comply with any other obligation under this contract.
12. The Color Device provided by the Contractor shall meet or exceed the following minimum requirements as listed below in sections 12 to 16.

12.1 **Common Components:**

- 12.1a. Include, but not be limited to, all parts, boards, upgrades and Color Device internal/external software to enable all photocopier-print-scan functions throughout the contract term. Must inform the End User of any upgrades to ensure continued operations.
- 12.1b. Abide by sections 4 and 5. Shall not be discontinued Color Device models or Color Device models no longer in production.
- 12.1c. Include FSMA as specified in section 15 for the duration of the contract term.
- 12.1d. Minimum monthly duty cycle: 250,000 PPM.
- 12.1e. Minimum color modes: Automatic, Full Color, Black and White, Single Color, Text With Photo, Photo Images and Fine Images and Text (example; Maps).
- 12.1f. Include a minimum of three adjustable paper drawers handling a range of 5 1/2" x 8 1/2" to 13" x 19" paper sizes for any color device print output as specified. *Does not include bypass tray section 12.1g.*
 - 12.1f.1. All drawers must be online at the same time.

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- 12.1f.2. Must support paper weight ranges from 18 lb. text to 300gsm coated cover.
- 12.1f.3. Must print on most common label stock.
- 12.1f.4. Minimum drawer total capacity of 3,000 sheets 20 lb. bond
- 12.1f.5. Minimum main tray capacity of 1,000 sheets 20 lb. bond.
- 12.1g. Includes a minimum of one bypass paper tray for any print output handling 5 1/2" x 8 1/2" to 13" x 19" paper sizes and holding up to 250 sheets 20 lb. bond.
 - 12.1g.1. Must support paper weight ranges from 18 lb. text to 300gsm coated cover.
- 12.1h. Include zero (0) Color and zero (0) Black and White PPM allowance.
- 12.1i. Allow the restriction of pc desktop access to Color Device based on network authentication; user name and password.
 - 12.1i.1 Passwords must allow for a minimum of 10 characters in length to contain a combination of upper and lowercase characters and at least one number or special character not defined as letters or numerals such as @, &, !.
- 12.1j. Allow Department of Information Technology authorized contact person(s) password protected administrative access to Color Device as per Contractor Responsibility to the Department of Information Technology section 16.
- 12.1k. Energy Star® compliant and contain automatic power saving modes to conserve power when Color Device has not been active for a maximum of ten (10) minutes. Such power saving modes shall automatically power up when sensing the End User interaction with Color Device.
- 12.1l. **RECYCLED CONTENT:** According to New Hampshire Statute, RSA Chapter 9-C: 9, I, effective September 9, 2008, "uncoated printing and writing paper purchased by or for state agencies shall contain not less than 30% recycled material and coated printing paper purchased by or for state agencies shall contain not less than 10% recycled material." In this context, "recycled material" shall be construed to mean "postconsumer waste material", as given in the definitions under RSA Chapter 9-C: 2, IV. The Color Device must be capable of running recycled paper of this content without difficulty.

12.2 Photocopier:

- 12.2a. High quality color digital imaging system only.
- 12.2b. Produce 8 1/2" x 11" 20 lb. bond simplex copies at a minimum speed of 60 pages per minute.
- 12.2c. Produce 8 1/2" x 11" 20 lb. bond duplex copies at a minimum speed of 30 pages per minute.
- 12.2d. Provide a minimum of 1200 x 1200 dpi print output.
- 12.2e. Minimum Resolution/Gradation PMS Matching.
 - 12.2e.1. Color print quality must be excellent and comparable to offset with very fine grain, high resolution and exact color to color register.
- 12.2f. True color matching system for copied material.
- 12.2g. Copy a minimum 5 1/2" x 8 1/2" to 13" x 19" paper sizes.
- 12.2h. Copy a minimum of 18 lb. text to 300gsm coated cover.
- 12.2i. Material size and weight for print output as per section 12.1f. and 12.1g.

12.3 Printer:

- 12.3a. Print controller Fiery with capability to access through pc workstations:
 - 12.3a.1. Must support a minimum of TIFF, PDF, PCL6, Adobe® Postscript Level 3 ACSII, VIPP/Postscript, PPML.
 - 12.3a.2. Compliant with Windows® XP, Windows® Vista, Windows® 7, future Windows® based operating systems, MAC® (PPD File) 9.x to 10.6, and future MAC® Operating Systems.
 - 12.3a.3. Must not convert to proprietary language. Open architecture and true PDF.

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- 12.3a.4. Minimum 10 Gigabyte (GB) hard drive.
- 12.3a.5. Minimum 1.5 Gigabyte (GB) RAM.
- 12.3a.6. Full options bundle with DVD RW drive.
- 12.3b. Print drivers must be upgradable and included as a normal function of FSMA section 15.
- 12.3c. Communicate with most commonly used graphic design software such as Adobe® Creative Suite V. 4 and above, Adobe® PageMaker and Quark.
- 12.3d. High quality digital color print system.
- 12.3e. Print 8 ½" x 11" 20 lb. bond simplex output at a minimum speed of 60 pages per minute.
- 12.3f. Print 8 ½" x 11" 20 lb. bond duplex output at a minimum speed of 30 pages per minute.
- 12.3g. Provide a minimum of 1200 x 1200 dpi print output.
- 12.3h. Minimum Resolution/Gradation PMS Matching.
 - 12.3h.1. Color print quality must be excellent and comparable to offset with very fine grain, high resolution and exact color to color register.
- 12.3i. Material size and weight for print output as per section 12.1f. and 12.1g.
- 12.3j. Must provide various tab layout, tab style and tab settings for both manual input and scan-to-file input.
- 12.3k. Provides both secure and on demand printing described as follows:
 - 12.3k.1. Secure printing: Holds the print job and shall not print unless the End User chooses to print.
 - 12.3k.2. On demand printing: Allows for immediate print directly from the End User pc desktop.
- 12.3l. Allows the option to print simplex or duplex from pc desktop.
- 12.3m. Allows the ability to view and alter other print features including, but not limited to, paper size, paper tray selection, paper orientation and any other user generated feature made available through the Color Device.
- 12.3n. Allows the ability to view print status via pc desktop.
- 12.3o. Allows the option to cancel print job(s) from pc desktop as well as direct from Color Device.

12.4 Scanner:

- 12.4a. Scans shall not be recorded as a meter click from volume allowance. Meter clicks shall be restricted to printed material only which includes copies made and print output materials only.
- 12.4b. Separate or embedded scan stations are acceptable as long as they are properly attached and connected to the main print engine.
- 12.4c. Color functionality: Options for scan to print, scan to FTP, scan to e-mail, scan to pc desktop, scan to network share using Active Directory authentication.
 - 12.4c.1. Minimum Scan-To-File 600 DPI.
 - 12.4c.2. Must not convert to proprietary language. Open architecture and true PDF.
- 12.4d. Minimum 600 x 600 DPI PMS Matching.
- 12.4e. Automatic duplex single pass or RADF scanning systems.
 - 12.4e.1. Produce 8 ½" x 11" 20 lb. bond simplex scans at a minimum speed of 60 scans per minute.
 - 12.4e.2. Scan 5 ½" x 8 ½" to 11" x 17" paper sizes through automatic feeder.
 - 12.4e.3. Minimum 100 sheets 20 lb. bond capacity feeder OR a 50 sheet 20 lb. bond capacity feeder that gives the user an option of inputting additional sheets for one end product.
 - 12.4e.4. Stock range 18 lb. bond to 300gsm coated cover.
- 12.4f. Permit single and double sided scanning from platen as well as through automatic duplex single pass or RADF system.

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- 12.4f.1. Platen must be capable of scanning original of 5 1/2" x 8 1/2" to 11" x 17" paper sizes.
- 12.4g. Image editing capabilities as follows:
 - 12.4g.1. Cropping
 - 12.4g.2. Skew Adjustments
 - 12.4g.3. Edge Erasing
 - 12.4g.4. Document Rotation
 - 12.4g.5. Image Shifting
 - 12.4g.6. Page numbering
 - 12.4g.7. Watermarks
 - 12.4g.8. Date Stamps
- 12.4h. Automatic creation of scanned documents into Adobe® PDF with setups for automatic file compressions.
- 12.4i. Ability to save scans to Adobe® PDF, TIFF or JPG formats.
- 12.4j. Compliant with Windows® XP, Windows® Vista, Windows® 7, future Windows® based operating systems, MAC® (PPD File) 9.x to 10.6, and future MAC® Operating Systems.
- 12.4k. Compatible with network/LAN as described in Technology section 12.6.
- 12.4l. Allows the option to cancel scan job(s) direct from Color Device.

12.5 Output/Finishing

- 12.5a. Output catch tray and/or stacker holding up to 13" x 19" paper sizes minimum 500 sheet capacity 20 lb. bond.
- 12.5b. Offset Collator
- 12.5c. Slip Sheets
- 12.5d. Layouts:
 - 12.5d.1. 2 up to 16 up
 - 12.5d.2. Booklet
 - 12.5d.3. Perfect Booklet
 - 12.5d.4. Custom Layouts
 - 12.5d.5. Zoom reduction/enlargement: variable minimum range of 50-400%.
- 12.5e. Inline Stapler/Finisher: Allows a minimum of 1 and 2 staples through 50 sheets 20 lb. bond.
 - 12.5e.1. Must provide minimum of corner staple and two side staples.

12.6 Technology:

- 12.6a. Contractor will be responsible for coordinating with the Department of Information Technology per section 16 to coordinate the network installation of the Color Device for full functionality.
- 12.6b. Image Server Memory: Minimum capacity 1 Gigabyte (GB).
- 12.6c. Minimum Hard Drive Capacity: 75 Gigabytes (GBs) for document/job storage.
- 12.6d. Minimum RAM: 1.5 Gigabyte (GB).
- 12.6e. Minimum Operating System Compliance: Windows® XP, Windows® Vista, Windows® 7, future Windows® operating systems, Windows® Server 2003, Windows® Server 2008, future Windows® Server operating systems, MAC® (PPD File) 9.x to 10.6 and future MAC® operating systems.
- 12.6f. Minimum Protocol Support: Minimum TCP/IP, HTTP, IPX/SPX, IPP, SMB, SNMP, LPR/LPD.
- 12.6g. Minimum Driver Compatibility: Must support Windows® XP, Windows® Vista, Windows® 7, future Windows® operating systems, Windows® Server 2003, Windows®

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2008, future Window® Server operating systems and MAC® (PPD File) 9.x to 10.6 and future MAC® operating systems, Web-to-Host PDF based print drivers.

- 12.6h. Any hard drive used to store documents within the Color Device shall have overwrite capabilities to prevent unauthorized access to stored documents.
- 12.6i. Any memory device used to store documents within the Color Device or accessory option(s) shall have a manual and automatic clear feature to prevent unauthorized access to stored documents.
- 12.6j. Allow network connectivity through client lists, active directory share *and* client with domain login.
- 12.6k. Allow Ethernet 10-Base T/100-TX (Cat 5) *and* USB connection options.
- 12.6l. Must comply with TCP/IP, IPX/SPX and SMTP network protocol.
- 12.6m. Must allow designated and authorized State Network Administrators the ability to view all job queues for Color Device across the network to include all authenticated users.

13. Delivery and Installation:

- 13.1 Delivery shall be made within 20 working days after receipt of order. Must include delivery and installation FOB Destination to the End User as addressed in section 18.
- 13.2 The Shipment shall be securely and properly packaged, skidded, tied, etc. according to responsible and accepted commercial practices without extra charge for same. Any packages shall also be clearly marked with purchase order number, delivery address and any other pertinent information. All goods must be delivered in condition as specified herein and if found to be otherwise shall be promptly replaced by the Contractor.
- 13.3 Basic installation will consist of unpacking and assembling of all components and placing them in full functional working order in an area to be made available by the End User. The End User is responsible for ensuring that properly wired electrical outlets are prepared. Complete installation shall be as per section 2 herein.

14. Training:

- 14.1 Must include on-site operator training for a minimum of 3 (three) End User staff members by a qualified representative of the Contractor within 3 to 5 working days of installation. Training sessions shall be of such length, content and frequency as to impart complete proficiency of operation and to the complete satisfaction of the End User at no additional charge to the state throughout the contract term.
- 14.2 Contractor shall coordinate with, communicate with and work with authorized Department of Information Technology personnel as specified in section 16.

15. Full Repair Service and Maintenance (FSMA):

- 15.1 All repair service and maintenance described herein shall be performed at the NH Correctional Industries Print Shop, 281 North State Street, Concord NH 03302-0014. The State of NH shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed.
- 15.2 Services to be provided by Contractor under this FSMA agreement shall include 8:00 A.M to 5:00 P.M five (5) days a week (herein known as 8 x 5 x 5) Monday-Friday onsite repair and maintenance service when requested by the End User.

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- 15.3 Contractor must respond to the End User via telephone within one (1) hour of initial support request.
 - 15.4 Unless otherwise jointly agreed upon between the End User and Contractor, the Contractor must be on-site within two (2) hours of telephone response with the End User.
 - 15.5 All repair service and maintenance, supplies, parts and labor are to be included in the monthly base charge of the contract agreement excluding the cost of paper and staples.
 - 15.5a. Supplies include, but are not limited to, the following: photo receptor belts, all waste containers, dry inks, developers, toner, drum cartridges, fuser agents and any other supply needed for the day-to-day operation of the Color Device.
 - 15.5b. All supplies must be delivered FOB Destination.
 - 15.5c. All parts must be from the original equipment manufacturer (OEM) and FOB Destination as addressed in section 18.
16. **Contractor Responsibility To The Department of Information Technology (DoIT):**
- 16.1 The Contractor shall work cooperatively with the End User's DoIT authorized contact person(s) and discuss, via e-mail or telephone, installation of the Color Device, any attachments/ accessories **before** such equipment is installed.
 - 16.2 The Contractor shall provide the End User's DoIT authorized contact person(s) training and documentation for the operation, configuration and all enabled functionality of the Color Device, any attachments/ accessories.
 - 16.3 The Contractor is to contact the End User's DoIT authorized contact person(s) via a help desk ticket called into 603-271-7555 for any technical repairs or maintenance as specified under FSMA section 15 which may affect any state-owned technical or network functions as it relates to the Color Device.
 - 16.4 Any hard drive device used to store documents within the Color Device or accessory option(s) shall be accessible to the End User's DoIT authorized contact person(s) through an administrative access code, which shall be allowed to be changed from the default.
 - 16.5 The Contractor must notify the End User's DoIT authorized contact person(s) via a help desk ticket called into 603-271-7555 before the connected Color Device is to be removed from its location for any reason.
 - 16.6 The Contractor must confirm complete overwrites of any stored documentation to the satisfaction of DoIT before the Color Device is to be removed from its location for any reason.
17. Except for assignment by Konica Minolta Business Solutions to a parent, subsidiary or affiliate of Konica Minolta Business Solutions, neither party will assign any of its rights or obligations under this contract agreement without prior written consent of the other party.
18. All Contractor correspondence and submittals shall be sent to:
State of NH
Correctional Industries Print Shop
281 North State Street
Concord NH 03302-0014

Contractor Initials

RIA

Date

12/5/13

EXHIBIT B

1. The Contractor shall receive monthly payments to perform preventive maintenance plus all regular-hour repair service as "FSMA" for the Color Device to whatever frequency or degree the need arises to maintain the equipment in proper working condition including all technician travel time, labor, supplies and repair parts described in "EXHIBIT A".
2. The Contractor shall invoice for FSMA on a monthly basis for excess Pages Per Month as "PPM" over color allowance, if any, and for excess PPM over black and white allowance, if any, for that particular month within the contract period. Excess PPM invoices shall only occur in the event that the End User exceeds its PPM allowance for that particular month. Calculation charges for excess PPM over allowance are listed as follows:

2.1. **Excess PPM charges for color and black and white as separate meter clicks** will be calculated using the following formula: (End of Current Month Meter Reading) – (End of Previous Month Meter Reading) = Total PPM; THEN (PPM Allowance) – (Total PPM) = Excess PPM; THEN (Excess PPM) * (Excess charge Per PPM). PPM allowance and excess charge per PPM are as listed below. Monthly meter readings for color and monthly meter readings for black and white will be reported as described in "EXHIBIT A".

2.1.a. PPM Allowance and Excess Charge Per PPM
Konica Minolta C6000
Color: Zero (0) PPM allowed per month with excess PPM @ \$.04
Black and White: Zero (0) PPM allowed per month with excess PPM @ \$0.01

- 2.2 Allowances may be changed as a request from the End User to the Contractor through an amendment agreement between the NH Department of Administrative Services and the Contractor and subject to approval by the NH Governor and Executive Council.
- 2.3 Allowance change requests may be made after one (1) year of full installation as described in "EXHIBIT A" to be considered for amendment.
3. The Contractor may bill as extra the cost of staples during the contract term. This charge will occur only when staples are ordered by the End User and shall be separate from the monthly base charge for the Color Device. The Contractor may not charge more than the stated staple fee throughout the contract term.
 3. Staples 3 Packages Per Container With Yield: 15,000 staples. \$119.00
4. The Contractor may bill as extra the hourly rate, if any, of relocating the Color Device to another area of the same facility. This charge will occur only in the event that the End User makes a relocation request. A relocation charge shall be separate from the monthly base charge for the Color Device. The Contractor may not charge more than the stated relocation fee throughout the contract term.
 4. Relocation hourly rate within same facility: \$300 Per Event

Contractor Initials *RDH*
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5. The Contractor may bill as extra the hourly rate, if any, of relocating the Color Device to another facility within a 25 mile radius of the original facility location. This charge will occur only in the event that the End User makes a relocation request. A relocation charge shall be separate from the monthly base charge for the Color Device. The Contractor may not charge more than the stated relocation fee throughout the contract term.

5. Relocation hourly rate within a 25 mile radius: \$400 Per Event

6. **Invoice Requirements:**

- 6.1 All invoices must be provided to the End User as addressed in EXHIBIT A section 18 and processed through the manufacturer's local dealer who services the Color Device account. The End User must be able to resolve any problems (including invoicing) through the local dealer.
- 6.2 The Contractor shall receive and record the total color pages per month as "PPM" meter clicks and total black and white PPM meter clicks as separate clicks for the Color Device. Meter clicks shall include actual PPM only as follows:
6.2a. Color Device PPM meter clicks shall be recorded based on the main counting unit for color and the main counting unit for black and white as separate clicks and not combined with other meters that record the same clicks in different scenarios. **Note:** Each printed output sheet shall be treated as one (1) meter click regardless of sheet size. For example; whether the printed output sheet is 8 1/2" x 11" or 11" x 17", the meter shall click only once.
- 6.3 The Contractor shall provide one (1) monthly invoice for the FSMA charges over the PPM allowed per month for color and any excess charges over the PPM allowed per month as black and white as contracted.
- 6.4 The Contractor may offer a cash discount for payment within fifteen (15) days of receipt of invoice.
7. In no event shall payments to the Contractor, including the base monthly charges, excess copy charges, staples or relocation charges exceed Paragraph 1.8, Price Limitation.
8. Payments shall be made to Contractor on a monthly basis within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction. Said payment shall be made by means of a check mailed to the address on Paragraph 1.4, Contractor Address.

Contractor Initials

RLA

Date

10/9/13

EXHIBIT C

SPECIAL PROVISIONS

1. Delete paragraph 14.1.1. and replace with the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions of this contract.

Contractor Initials

NDJ

Date

10/15/13

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of September, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

From 10/12/2013 to the present Myrtha Eugene
Date Printed Name, Title

of Konica Minolta Business Solutions hereby authorizes

Robert Sullivan, Senior Account Executive

Signature, Title

to execute, submit, deliver and amend, on behalf of Konica Minolta Business Solutions, any and all contracts in connection with the State of New Hampshire

Intended effective date: 10/15/2013 through June 30, 2016.

on, before the undersigned officer, personally appeared Myrtha Eugene, identified as Assistant Secretary, or satisfactorily proven to be the person whose name is signed above, and

acknowledged that she/he executed this document in the capacity indicated.

Jordan T Burke
Signature of Notary Public/ Justice

[Seal]

JORDAN T. BURKE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAR 1, 2016

Jordan T Burke 3-1-16
Name of Notary Public/ Justice of Peace/ Commission Expires



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/01/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Konica Minolta Business Solutions U.S.A., Inc. Attn: Lynne Ransom 500 Day Hill Road Windsor CT 06095 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sampo Japan Insurance Company of America		11126
	INSURER B: Continental Ins Co Of NJ		42625
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570051570174** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		CPL40210K0	10/01/2013	10/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/IOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> \$1,000 Ded Coll <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$500 Ded Comp		ADV40004E0 AOS ADV40003D0 MA	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CPU40539N0	10/01/2013	10/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	WCD40000A0 WCN40006G0 WCN4064000	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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
B	E&O-MPL-Primary		287233832 MPL E&O SIR applies per policy terms & conditions	10/01/2013	10/01/2014	Professional Liabil \$10,000,000 Technology & Teleco \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of New Hampshire, Department of Administrative Services, Bureau of Graphic Services is included as Additional Insured on the General Liability and Automobile Liability policies as their interest may appear with respect to Konica Minolta's work and/or operations as agreed to in a written contract, agreement, or permit entered into between the certificate holder and the Insured as shown on the certificate.

CERTIFICATE HOLDER

State of New Hampshire
 Department of Administrative Services
 Bureau of Graphic Services
 12 Hills Avenue
 Concord NH 03301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc

Holder Identifier :

Certificate No : 570051570174



New Hampshire Department of Labor

Employers' Workers' Compensation Insurance Coverage Verification

Coverage/Injury/Illness Date Default = Today's Date
 Employer Name Contains Starts With

OR

Federal Employer Identification Number

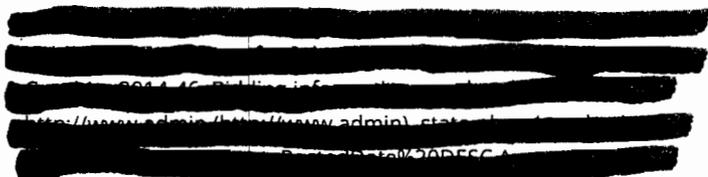
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 Policy Number: WCD40000A0
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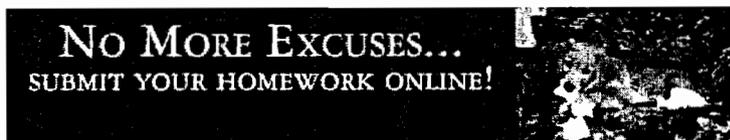
Employer Name	Street Address	City	State	Zip
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KONICA MINOLTA BUSINESS SOLUTIONS U S A INC	25 PELHAM RD FL 4	SALEM	NH	03079-4851
KONICA MINOLTA MEDICAL IMAGING U S A INC	NO SPECIFIC ADDRESS (RECORD TYPE) SUBMITTED			

by Kennebunk Savings Bank, you have the right to obtain information from the condominium owner's association pursuant to RSA 356-B:58. For more information on the above-described Property and Personalty containing the legal description, legal and bidding details, as well as additional terms, contact the auctioneer, Murphy Auction and Realty, P.O. Box 727, Scarborough, ME 04070, http://www.murphyauc (http://www.murphyauc) tion-realty.com/. DATED at Portland, Maine this 11th day of July, 2013. KENNEBUNK SAVINGS BANK By: /s/ Donna M. DeSaulnier Donna M. DeSaulnier Its Vice President, Special Assets July 18, 25, August 1

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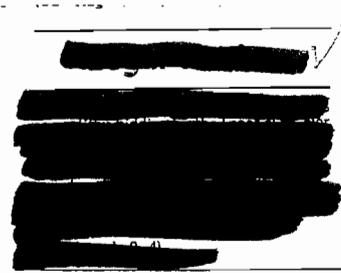
Concord Monitor Office
1 Monitor Drive,
Concord, NH 03301
603-224-5301

Carr, Kathleen

From: Carol Stevens <cstevens@unionleader.com> on behalf of Legals
<legals@unionleader.com>
Sent: Tuesday, July 30, 2013 10:36 AM
To: Carr, Kathleen
Subject: RE: Request To Post Bid Notification From State Of NH

This notice is scheduled to run on Thurs., 8/1; Fri., 8/2 and Sun., 8/4.

Thank you,
Carol Stevens
Ad Services
Union Leader Corp.
603-668-4321 Ext. 257



From: Carr, Kathleen [mailto:Kathleen.Carr@nh.gov]
Sent: Tuesday, July 30, 2013 10:24 AM
To: Legals
Subject: Request To Post Bid Notification From State Of NH

Please post the following notice for a State of NH Bid. Posting should be **for three days**:

The State of New Hampshire is seeking competitive bidding for the Lease of a Color Production Copier-Printer-Scanner Graphics 2014-46. Bidding information may be obtained at:
http://www.admin.state.nh.us/purchasing/bids_posteddte.asp?sort=PostedDate%20DESC

Thank you so very much and please let me know if you have any questions.

Kathy Carr; Bureau of Graphic Services

Kathleen Carr, Administrator
State of New Hampshire
Department of Administrative Services; Bureau of Graphic Services
12 Hills Avenue; Concord NH 03301
(603) 271-3205; Kathleen.Carr@nh.gov

*This information may be confidential and/or privileged. Use of this information by anyone other than the intended recipient is prohibited. If you received this in error, please inform the sender and remove any record of this message. Warning: Although we have taken reasonable precautions to ensure no viruses are present in this email, we cannot accept responsibility for any loss or damage arising from the use of this email or attachments.

Bid Notification From The State Of NH Bureau of Graphic Services - Message (HTML)

File Message Insert Options Format Text Review Adobe PDF

Basic Text

Follow Up *
High Importance
Low Importance

Attach File Attach Item Attach Signature

Check Names

Book Images

Address Book

Include

Zoom

To...

Cc...

Bcc...

Send

Andrew, Anastos-Ricoh Ikon; Andrew, Dunbar; Bob Sullivan-Konica Minolta; Debra Payne-Kodak; Dianne Lent; Don Sweet-MacDurga; Duncan, William (wduncan@esa-cannon.com); Eric Royal; Jack Enos (enos@bminc.com); Jennifer, Cook; Joe Tomaino-Integrated; John Wright; K Lennelle-United Business Machines; Lorraine Sutherland; Mark Roy-Spillers; Mike Palotta-Ricoh Ikon; Nikolas Gonther; P Tucker-Tromms; Paul Davis-OCE; Pitney-Bowes; Porterfield, David; Ric Rinogaddi-Xerox; Rick Fritz; Robert Korfink-Toshiba; Stephanie Mullane.Y (smullane.y@mmltelepro.com); Stephen Glynn; Terry Krwan (kyocera); Timothy Danahy

Subject: Bid Notification From The State Of NH Bureau of Graphic Services

Good Morning,

The State of New Hampshire is seeking competitive bidding for the Lease of a Color Production Copier-Printer-Scanner Graphics 2014-16. Bidding information may be obtained at:
http://www.admin.state.nh.us/purchasing/bids_posted/dte.asp?sort=PostedDate%20DESC

Thank you,

Kathly Carr

Kathleen Carr, Administrator
 State of New Hampshire
 Department of Administrative Services, Bureau of Graphic Services
 12 Hills Avenue, Concord NH 03301
 (603) 271-3205, Kathleen.Carr@nh.gov

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See more about: Andrew, Anastos.

Start



NH State Treasury Agency Lease Questionnaire

**CHAPTER 6
STATE TREASURER AND STATE ACCOUNTS**

State Leases

6:35 State Leases. – The 10-year limitation does not apply to leases for state facility energy cost reduction projects pursuant to RSA 21-I:19-a through RSA 21-I:19-e, which shall be subject to the term limitation applicable to energy performance contracts, as defined therein. The treasurer may establish financing criteria to be met by any state agency or department before entering into leases for equipment. *In no instance shall the term of such lease exceed 10 years. For purposes of this section "leases" shall include lease-purchase, sale and lease back, installment sale, or other similar agreements entered into by various agencies or departments to acquire such equipment from time to time for the agencies or departments; provided that funding for such equipment leases was specifically approved by the legislature in a budget. Payment obligations under any lease entered into under this section shall be subject to annual appropriation and shall not be treated as debt obligations of the state.* Nothing in this chapter shall prohibit the treasurer from entering into financing agreements or executing any related documents, including any document creating or confirming any security interest retained by the seller or lessor of the equipment. *(emphasis added)*

Please read RSA 6:35 to familiarize yourself with the statutory requirements for State of New Hampshire lease transactions. In order to provide a brief overview of the asset and financing arrangement, please submit responses for the following items:

1. Has funding for the lease payments under consideration been specifically approved by the state legislature? Please provide a copy of the relevant excerpt from the biennial operating budget containing the line item for the appropriate accounting unit.
Budget Appropriation: 02-46-46-462010-57310000-022-500255, Dept of Corrections, Rent /Leases Office Equipment. (attached)

2. Has the financing schedule been submitted to the Deputy State Treasurer for analysis and approval? If so, confirm rate found to be reasonable and that there are sufficient appropriations available to cover the lease payments. If not, what is the time frame for submission?
Yes. 5.7% interest rate; 5.23% IRR determined by Treasury. Total interest paid by end of lease - \$4,452.81. Purchase outright - \$29,294.79.

3. Have both the Department of Administrative Services (DAS) and the Attorney General's office (AGO) been notified so that they can conduct their reviews of the lease documentation? If so, please provide the contact information for those conducting the review at DAS and AGO. If not, what is the time frame for submission?
DAS contact - Dott McMenemy
AGO contact - Rosemary Wiant

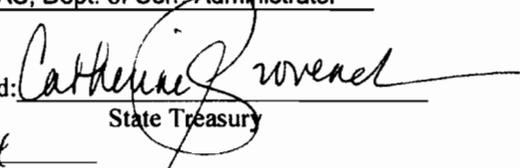
If an Escrow Agreement is involved, will it require a State bank account? Who will be the signatory(ies)? Please provide a brief summary of how the account will operate. Has Governor & Council approval to open the State bank account been obtained? (attach appropriate documentation for the escrow agreement, if needed)

N/A

Please note that the State Treasury will determine whether to seek bond counsel approval for this transaction. Therefore please include a completed IRS Form 8038-GC with this submission.

Submitted by: Dott McMenemy
Phone/Email: Dorothy.McMenemy@nh.gov
Date: 01/14/2014

Position Title/Agency: DAS; Dept. of Corr. Administrator

Reviewed/Approved: 
State Treasury

Date: 1/14/2014

Dept. of Corrections 5-year Konica Color Production Device Agreement

		<u>5.23% IRR</u>
1	2/1/2014	29,294.79
2	3/1/2014	(562.46)
3	4/1/2014	(562.46)
4	5/1/2014	(562.46)
5	6/1/2014	(562.46)
6	7/1/2014	(562.46)
7	8/1/2014	(562.46)
8	9/1/2014	(562.46)
9	10/1/2014	(562.46)
10	11/1/2014	(562.46)
11	12/1/2014	(562.46)
12	1/1/2015	(562.46)
13	2/1/2015	(562.46)
14	3/1/2015	(562.46)
15	4/1/2015	(562.46)
16	5/1/2015	(562.46)
17	6/1/2015	(562.46)
18	7/1/2015	(562.46)
19	8/1/2015	(562.46)
20	9/1/2015	(562.46)
21	10/1/2015	(562.46)
22	11/1/2015	(562.46)
23	12/1/2015	(562.46)
24	1/1/2016	(562.46)
25	2/1/2016	(562.46)
26	3/1/2016	(562.46)
27	4/1/2016	(562.46)
28	5/1/2016	(562.46)
29	6/1/2016	(562.46)
30	7/1/2016	(562.46)
31	8/1/2016	(562.46)
32	9/1/2016	(562.46)
33	10/1/2016	(562.46)
34	11/1/2016	(562.46)
35	12/1/2016	(562.46)
36	1/1/2017	(562.46)
37	2/1/2017	(562.46)
38	3/1/2017	(562.46)
39	4/1/2017	(562.46)
40	5/1/2017	(562.46)
41	6/1/2017	(562.46)
42	7/1/2017	(562.46)
43	8/1/2017	(562.46)
44	9/1/2017	(562.46)
45	10/1/2017	(562.46)
46	11/1/2017	(562.46)
47	12/1/2017	(562.46)
48	1/1/2018	(562.46)
49	2/1/2018	(562.46)
50	3/1/2018	(562.46)
51	4/1/2018	(562.46)
52	5/1/2018	(562.46)
53	6/1/2018	(562.46)
54	7/1/2018	(562.46)
55	8/1/2018	(562.46)
56	9/1/2018	(562.46)
57	10/1/2018	(562.46)
58	11/1/2018	(562.46)
59	12/1/2018	(562.46)
60	1/1/2019	(562.46)