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**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**Victoria F. Sheehan**  
 Commissioner

**William Cass, P.E.**  
 Assistant Commissioner

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

Bureau of Finance & Contracts  
 May 2, 2018

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract for full service maintenance agreement based upon a single bid received from Konica Minolta Business Solutions, U.S.A., Inc., Atlanta, GA 31192-2823 (Vendor #177612), not to exceed \$1,750.00 from the date of Governor and Council approval through December 30, 2019. For FY 2018, the vendor is over the Governor and Council threshold. 25% Federal Funds, 6% Other Funds, 69% Highway Funds.

Funding is available as follows through FY 2019, and is contingent upon the availability and continued appropriation of funds for FY 2020 with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2019</u>	<u>FY 2020</u>
04-96-96-960215-3001 Bureau of Finance & Contracts		
024-500227 Contract Repairs- Office Equipment	\$1,166.66	\$583.34

**EXPLANATION**

The Department owns a Konica Minolta Bizhub C452 Digital Color Copier which has been covered under the original full service maintenance agreement with Konica Minolta since its purchase and installation in June 2012. Konica Minolta provides timely service for maintenance, repairs and replacement parts for this machine. A Request for Bids was advertised and Konica Minolta was the sole bidder.

The amounts are calculated on \$79.00 per month for 18 months, which include a monthly base charge for black & white copies 1 through 750 at \$.012 per copy, and a monthly base charge for color copies 1 through 1,000 at \$.07 per copy, plus some overage coverage.

The contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available for FY 2019 and contingent upon the availability and continued appropriation of funds for FY 2020. Copies of the fully executed contract are on file with the Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,

Victoria F. Sheehan  
 Commissioner

Attachment

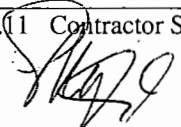

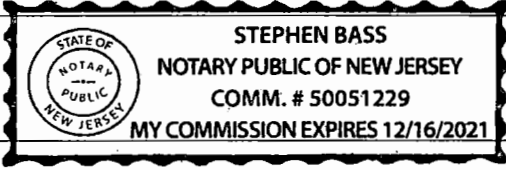
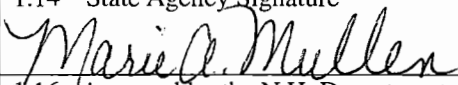
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive, Concord, N.H. 03301	
1.3 Contractor Name Konica Minolta Business Solutions U.S.A., Inc.		1.4 Contractor Address 1000 Elm Street, Suite G103, Manchester, N.H. 03101	
1.5 Contractor Phone Number 603-263-9767	1.6 Account Number 04-96-96-960215-3001-024	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$1,750.00
1.9 Contracting Officer for State Agency Marie Mullen, Director of Finance		1.10 State Agency Telephone Number 603-271-6829	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Myrtha Eugene, Assistant Secretary	
1.13 Acknowledgement: State of <u>NEW JERSEY</u> , County of <u>BERGEN</u>  On <u>APRIL 16, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace   [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace  <u>STEPHEN BASS</u> <u>SENIOR BUSINESS DEVELOPMENT ANALYST</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Marie A. Mullen, Director of Finance</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <u>Allan B Greenstein</u> On: <u>6/7/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

## 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: February 21, 2018

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

Address: 1000 Elm Street, Suite G103, Manchester NH 03101

To: Point Of Contact: Steven Blanchette
Telephone: 603-271-2720
Email: Steve.Blanchette@dot.nh.gov

RE: Bid Invitation Name: Konica Minolta Bizhub C452 Full Maintenance & Supply
Bid Number: DOT Graphics 18-01
Bid Posting Date: January 31, 2018
Bid Opening Date and Time: February 16, 2018 10:00 AM

U.S.A., Inc.

(Insert name of signor) Brian J. Cupka, on behalf of Konica Minolta Business Solutions (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 # DOT Graphics 18-01 for a Full Service Maintenance & Supply Contract for a Konica Minolta Bizhub C452 Digital Color MFD at the price(s) quoted herein in a 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.
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 21-1:11-c, the undersigned Vendor certifies that neither the Vendor 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 plead guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting bidding practices, or individual 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, 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 document, within 30 days of such conviction, plea, finding, or abatement; or
j. Has been placed on the debarred parties list described in RSA 21-1:11-c within the last year.

Authorized Signor's Signature [Signature] Authorized Signor's Title EVP, General Counsel & Secretary

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Bergen STATE: New Jersey ZIP: 07446

On the 21st day of February, 2018, personally appeared before me, the above named Brian J. Cupka, 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.

Elaine Devlin (Notary Public/Justice of the Peace) Notary Public, New Jersey My Commission Expires 7-19-22 No. 2456740 (Date)



STATE OF NEW HAMPSHIRE  
Department of Transportation  
Bureau of Finance & Contracts, Print Shop

**Request for Bid (RFB) for  
Full Service Maintenance & Supply Agreement For  
Konica Minolta bizhub C452 Color MFD**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) for a Full Service Maintenance and Supply Contract for a Konica Minolta bizhub C452 Color MFD Device to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

**BID SUBMITTAL:**

All bids must be submitted on this form (or an exact copy), must be typed or clearly printed in ink, and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Department of Transportation by **email to [Steve.Blanchette@dot.nh.gov](mailto:Steve.Blanchette@dot.nh.gov)**. All bids must be clearly marked with bid number, date due.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2720 AND REQUEST ASSISTANCE AS TO THE STATUS OF THE BID RESPONSE.

**TIMELINE:**

1/31/2018	Distribution Bid Solicitation
2/09/2018	Last day for questions, clarifications, and/or requested changes to bid
2/16/2018	10 AM Bid Opening
2/23/2018	Estimated Notification(s) to Award to apparent low bidder/s

**CONTRACT TERM:**

The Vendor's signature on a bid submitted in response to this request guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the Vendor's offer.

See "Scope of Services" section for the term of the contract.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special districts or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the contract(s).



However, they are responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability of any kind between the successful Vendor and any of these entities.

**SPECIFICATIONS:**

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the Vendor shall address all requirements for information as outlined.

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and will not be returned to the Vendor. Regardless of the Vendor's selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

Completed bids shall be filled out on the original documents and format that are part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and the State's format.

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendor(s) in the preparation of bid(s) or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits, and addenda) become public information upon the effective date of the resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-1: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

**ALL** Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire prior to the issuance of a contract. Vendors shall comply with the certifications below throughout the term of any contract which results from this bid. Failure to comply shall be grounds for termination of the contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to any award, Vendor **must** have a completed Vendor Application and Alternate 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 (no fee):



<http://admin.state.nh.us/purchasing/Contractor.asp>.

- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract, will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for the registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.

- **CONFIDENTIALTY & CRIMINAL RECORD:** If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be returned to the individual using agency prior to the start of any work.

#### **CERTIFICATE OF INSURANCE:**

Prior to being awarded a contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have the appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000 per incident or \$1,000,000 umbrella. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

#### **INVOICING:**

See Section 1.7 for Invoicing instructions.

#### **BID INQUIRIES:**

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted in writing to Steven Blanchette, Supervisor of Reprographic Operations II, New Hampshire Department of Transportation, at [Steve.Blanchette@dot.nh.gov](mailto:Steve.Blanchette@dot.nh.gov). All requests, questions, and clarifications shall be submitted no later than the date indicated in the "TIMELINE" section of this bid.

The Vendor shall include complete contact information including the Vendor's name, telephone number, fax number and e-mail address.

#### **BID DUE DATE:**

All bid submissions shall be received at the State of New Hampshire, Department of Transportation, 7 Hazen Drive, Concord, NH 03301, Attention Steven Blanchette no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A Vendor's disclosure or distribution of bids other than to State of New Hampshire, Department of Transportation, 7 Hazen Drive, Concord, NH 03301, may be grounds for disqualification.

#### **ADDENDA:**

In the event it becomes necessary to add or to revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post to its website any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The website is:

<http://das.nh.gov/Purchasing/vendorresources.asp>.

#### **VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on the Purchase and Property website at:

<http://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access the website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access the website for any posted addendum.

The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

It is the Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the State of New Hampshire, Department of Transportation, 7 Hazen Drive, Concord, NH 03301, Attention Steven Blanchette with the bid response.

In preparation of your bid response, you must:

- Complete the pricing information in the "Offer" section; and
- Complete all the other required information on your offer; and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" and sign the bid in the space provided on that page.

The Transmittal Letter page must be notarized to be an official submission.

**IF AWARDED A CONTRACT:**

The Contractor must complete the following sections of the attached Agreement State of New Hampshire Form# P-37:

Section 1.3 Contractors Name

Section 1.4 Contractors Address

Section 1.11 Contractors Signature

Section 1.12 Name & Title of Contractor Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the Secretary of State or proof of your completion of and payment for the start or the registration process.

**BID PRICES:**

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, processing charges, delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time (to include writing them separately in the RFB "Offer" section). Any and all charges **must be built into your bid price** at the time of the bid.

**AWARD:**

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest price. The State reserves the right to reject any or all bids or any part thereof. If an award is made it shall be, in the form of a State of New Hampshire Contract(s).

Any resulting contract(s) shall become effective on the date approved by the State.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening, only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

**Bid results may also be viewed on the Purchase And Property website at <http://das/nh.gov/purchasing>.**

**SITE VISITATION:**

Prior to bidding, it is the Vendor's responsibility to become thoroughly familiar with the site of the intended installation. To schedule a visit, Vendors may call Steven Blanchette at 603-271-3205 between the hours of 8 AM and 3 PM, Monday, through Friday. Failure of a Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.



STATE OF NEW HAMPSHIRE  
Department of Transportation

**SCOPE OF SERVICES**

Full Service Maintenance & Supply Agreement for A  
**Konica Minolta bizhub C452 Color MFD**

**Specifications**

**1.1 PURPOSE**

The purpose of this bid invitation is to establish one full service maintenance & supply contract for one (1) **Konica Minolta bizhub C452 Color MFD** owned by the State of New Hampshire, Department of Transportation, in accordance with the requirements of this bid invitation and any resulting order.

**1.2 SUBJECT OF THE CONTRACT**

The MFD to be covered by this contract is a Konica Minolta bizhub C452, serial number AOP2011020564, with accessories.

This is a Color toner-based printer/scanner able to produce color copies at 32 sheets per minute.

- 4 Paper Supply Draws
- Finisher/Stapler

**1.3 REQUIRED OPERATIONAL QUALIFICATIONS**

**1.3.1 QUALIFIED TECHNICAL STAFF**

Bidders must have technicians available to service this contract who have sufficient training on this or similar Konica Minolta models to enable them to maintain this machine quickly and effectively.

**1.3.2 GEOGRAPHIC ABILITY TO MEET RESPONSE TIME**

Those staff technicians referenced in 1.3.1 above must operate within a service territory that enables them to respond to service calls for this machine within the response time limits set forth in section 1.8.2 below.

**1.3.3 READY ACCESS TO OEM PARTS**

Bidders must have established lines of supply for Original Equipment Manufacturer (OEM) repair parts for this machine, enabling them to bring any necessary parts with them on the day of service, or if a part must be ordered, for deliver the next business day.

**1.4 DELIVERY LOCATION FOR PARTS AND SERVICE**

The installed location of the machine is:

Department of Transportation  
7 Hazen Drive

Concord, NH 03301

Bidder's offer must be based on supply parts, supplies, maintenance and repair services to this location. All repair parts must be shipped or delivered to this location on an FOB destination basis, prepaid by the contractor. Cost of repair parts and their delivers must be included in the base charge of the bid.

### **1.5 CURRENT CONDITION OF THE MACHINE**

This MFD device began its service life here at the Department of Transportation in June of 2012. As of January 26, 2018 the total production is 177,225 Black & White Copies and 139,731 Color Copies. The machine has been maintained continuously by a factory-trained technician under a Full Service Maintenance Contract from the first day to the present day. The machines performance has been excellent and continues so to this day.

### **1.6 CONTRACT DURATION**

#### **1.6.1 TERM**

The contract term shall be in effect for a two-year period beginning approximately June 29, 2018 or upon the approval by the State and shall run through 11:59 P.M. June 28, 2020. Any request for service placed by the State within the time period of this contract is to be covered in accord with the terms described herein.

#### **1.6.2 REMOVAL OF SUBJECT EQUIPMENT FROM SERVICE**

If the State elects to either retire or replace the MFD Copier/Scanner within the contract period, it may cancel this contract by providing the Vendor ninety-day (90) days written notice.

### **1.7 INVOICING**

#### **1.7.1 FEE FOR SERVICE**

The fee for the maintenance shall consist of a regular monthly **base charge(s)** for the established Copy Allowance Plan indicated on the Bid Response Table. Any copies over this amount may be billed at the per click excess copy charge(s).

#### **1.7.2 FREQUENCY**

Vendor shall invoice monthly.

### **1.8 SCOPE OF COVERAGE**

#### **1.8.1 GENERAL**

The selected Vendor shall provide, in a timely manner, all routine maintenance, repairs, and supplies required to keep the machine components listed in section 1.2 running correctly and productively. This shall include, at no extra charge beyond the regular monthly base charge described in section 1.7:

- All repair parts and their shipping or delivery;
- All technician travel time and mileage;
- All technician labor during Regular Service Hours as defined in section 1.8.3
- All toner and other supplies, excluding paper.

#### **1.8.2 RESPONSE TIME ON REQUESTS FOR SERVICE**

In the event of a machine malfunction or outright breakdown, Print Shop staff shall contact the Contractor to request service by either placing a service call by telephone or by utilizing the Contractor's website. Then:

##### **1.8.2.1**

Contractor must respond by telephone to the Department of Transportation Print Shop within one (1) hour of receipt of an initial support request during Regular Service Hours (as defined below in 1.8.3).

#### 1.8.2.2

If the service request is not considered to be an "Emergency" by the Department of Transportation Print Shop, then the Contractor must have a qualified technician on-site and ready to perform service work within four (4) hours of the Contractor's telephone response, or within a timeframe mutually agreed upon with Department of Transportation Print Shop.

#### 1.8.2.3

If the service request is declared by Department of Transportation Print Shop to be an "Emergency", then the Contractor must have a qualified technician on-site and ready to perform service work within two (2) clock hours of their telephone response.

### 1.8.3 HOURS OF SERVICE

#### 1.8.3.1

If a Request for Service is for service to be performed during Regular Service Hours, defined as 8:00a.m. to 4:00 p.m., Monday-Friday local time, excluding State holidays (hereafter referred to as "8 x 4 x 5 service"), then that service shall be covered under the regular maintenance agreement.

### 1.8.4 PARTS AND SUPPLIES

#### 1.8.4.1

Contractor shall provide replacement parts and supplies at no extra charge beyond the monthly base charge. Supplies may include, but are not limited to: photo receptor, belts, rollers, waste containers, toners, developers, drums, fuser agents, and any other supplies needed for day-to-day operation of the unit. Paper is the exception and will be purchased separately as needed by the Department of Transportation.

#### 1.8.4.2

All parts and supplies must be of the original equipment manufacturer (**OEM**) brand, except under extenuating circumstances when specific approval to use another brand has been given by a Department of Transportation Print Shop representative. Such approvals shall be given on a case-by-case basis.

#### 1.8.4.3

The cost of shipping or delivery of parts and supplies shall be included in the monthly base charge and not charges as extra.

### **SUB-CONTRACTORS:**

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

### **OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The Vendor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given time to time during the progress of the work, under the terms of this contract(s) and also in accordance with the contract drawings.

The Vendor shall take responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by

failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is different from what was expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

**PERFORMING SERVICES:**

The Vendor will perform all services according to the requirements and specifications of this bid.

**OFFER:**

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

**SEE PRICE RESPONSE TABLE BELOW**

**VENDOR CONTACT INFORMATION:**

The following information is for this office to be able to contact a person knowledgeable of your bid response and who can answer questions regarding it:

<u>Robert Sullivan, Senior Account Executive</u> Contact Person	<u>603-263-9767</u> Telephone Number	<u>Toll Free Telephone Number</u>
<u>603-894-4950</u> Fax Number	<u>rsullivan@kmbs.konicaminolta.us</u> E-Mail Address	<u>www.kmbs.konicaminolta.us</u> Company Website
<u>Konica Minolta Business Solutions U.S.A., Inc.</u> Vendor Company Name	<u>00-170-7322</u> DUNS#	

**Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.**

# Full Service Maintenance & Supply Agreement

## RESPONSE TABLE

Firm: Konica Minolta Business Solutions U.S.A., Inc.

Contact Person: Robert Sullivan, Senior Account Executive Phone: 603-263-9767

**Bidder's Price Offer:**

### COPY ALLOWANCE PLAN

(BASE) Per copy charge including: 750 Black & White Copies 1,000 Color Copies <i>*Includes all regularly scheduled and requested maintenance and parts during Regular Business Hours</i>	
750 B&W @ .012	\$ 9.00
1,000 Color @ .07	\$ 70.00
\$ 79.00 × 12 Months	
= Annualized Base Charge	\$ 948.00
Excess copy charge, per copy over the 750 requested BASE allowance Black & White Copies	\$ 0.012
Excess copy charge, per copy over the 1,000 requested BASE allowance Color Copies	\$ 0.07



# STATE OF NEW HAMPSHIRE

Department of Transportation  
7 Hazen Drive  
Concord, New Hampshire 03301-0483

## ADDENDUM #1 TO BID INVITATION DOT GRAPHICS 2018-01

DATE OF BID CLOSING: 2/16/2018

TIME OF BID CLOSING: 10:00 AM (EST)

FOR: Full Maintenance & Supply Agreement for Konica Minolta bizhub C452 Color MFD

**CURRENTLY READS: 1.6 CONTRACT DURATION**

The contract term shall be in effect for a two- year period beginning approximately June 29, 2018 or upon approval by the State and shall run through 11:59 PM June 28, 2020. Any request for service placed by the State within the time period of this contract is to be covered in accord with the terms described herein.

**CHANGE TO: 1.6 CONTRACT DURATION**

The contract term shall be in effect for an eighteen (18) month period beginning approximately June 29, 2018 or upon approval by the State and shall run through 11:59 PM December 31, 2019. Any request for service placed by the State within the time period of this contract is to be covered in accord with the terms described herein.

**CURRENTLY READS: TIMELINE**

February 16, 2018, 10:00 AM Bid Opening

**CHANGE TO: TIMELINE**

February 23, 2018, 10:00 AM Bid Opening

**CONTACT: Steven Blanchette**

**TELEPHONE NUMBER: 603-271-2720**

**EMAIL: Steve.Blanchette@dot.nh.gov**

**NOTE:** In the event that your bid invitation has been sent to this office prior to receiving this addendum, return addendum within the specified time with any changes you may wish to make and mark on the remittance envelope bid invitation number and opening date. Returned addenda will supersede previously submitted bid.

**BIDDER:** Konica Minolta Business Solution **ADDRESS:** 1000 Elm St, Suite G103, Manchester, NH 06102

**BY:** 

(This document must be signed)

Robert E. Sullivan  
(Please type or print name)

**TELEPHONE NUMBER:** 603-475-1317

Please visit: <https://das.nh.gov/purchasing> (Click on "Bids, Proposals...") for complete bid and addendums.

# **EXHIBIT A**

## **Konica Minolta Business Solutions U.S.A., Inc.**

KONICA MINOLTA BIZHUB C452 COLOR MFD, SERIAL NUMBER **AOP2011020564**

### **Full Service Maintenance & Supply Agreement**

Services to be provided by contractor under this Full Service Maintenance & Supply Agreement shall include:

1. Onsite service provided Monday-Friday 8:00 AM to 4:00 PM when requested by the agency.
2. Vendor must respond to the Department of Transportation via telephone within one (1) hour of initial support request.
3. Vendor must be onsite within four (4) hours of telephone response with the Department of Transportation.
4. All maintenance, supplies, parts and labor are to be included in the monthly charge of the Full Service Maintenance and Supply Agreement excluding paper and staples.
  - A. All supplies must be genuine Konica Minolta supplies and FOB destination.
  - B. All parts must be from the original equipment manufacturer (OEM) and FOB destination.
5. This is a Full Service Maintenance Agreement. The State of New Hampshire, Department of Transportation shall not pay or be responsible to pay any mileage or travel time for any service requested or performed.

# EXHIBIT B

1. Vendor shall bill monthly for the Base Monthly Charge.
2. Vendor shall bill monthly for any overage copy charges incurred above the monthly base charges.
3. Terms of Payment:
  - A. Payments for base and overage copy charges will be monthly over the Eighteen (18) Month Contract Period.
4. Monthly Base Charges for Black & White copies 1 through 750 will be billed at \$0.012 cents per copy or **\$9.00 dollars per month**.
5. Monthly Base Charges for Color copies 1 through 1,000 will be billed at \$0.07 cents per copy or **\$70.00 or dollars per month**.
6. Monthly Base Charges for both Black and White and color copies with allotted base allowances as stated above will be **\$79.00 per month**.
7. Monthly overage copy charges for Black & White copies over the monthly base of 750 copies will be billed at **\$0.012 cents per copy**.
8. Monthly overage copy charges for Color copies over the monthly base of 1,000 copies will be billed at **\$0.07 cents per copy**.

# **EXHIBIT C**

## **SPECIAL PROVISIONS**

**NO SPECIAL PROVISIONS**

# Full Service Maintenance & Supply Agreement

## RESPONSE TABLE

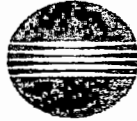
Firm: Konica Minolta Business Solutions U.S.A., Inc.

Contact Person: Robert Sullivan, Senior Account Executive Phone: 603-263-9767

**Bidder's Price Offer:**

### COPY ALLOWANCE PLAN

(BASE) Per copy charge including: 750 Black & White Copies 1,000 Color Copies <i>*Includes all regularly scheduled and requested maintenance and parts during Regular Business Hours</i>	
750 B&W C .012	\$ 9.00
1,000 Color .07	\$ 70.00
\$ 79.00 × 12 Months	
= Annualized Base Charge	\$ 948.00
Excess copy charge, per copy over the 750 requested BASE allowance Black & White Copies	\$ 0.812
Excess copy charge, per copy over the 1,000 requested BASE allowance Color Copies	\$ 0.07



## KONICA MINOLTA

### SECRETARY'S CERTIFICATE

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

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

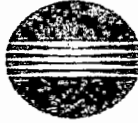
"RESOLVED, that the officers of the Corporation (the "Officers") listed on the attached Exhibit A be and each of such Officers hereby are authorized to execute and deliver documents and take such action by and on behalf of the Corporation in connection with the day to day operation of the Corporation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

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

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

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

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



**KONICA MINOLTA**

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 16<sup>th</sup> day of April, 2018.

---

BRIAN J. CUPKA, SECRETARY  
KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.

(CORPORATE SEAL)



# State of New Hampshire

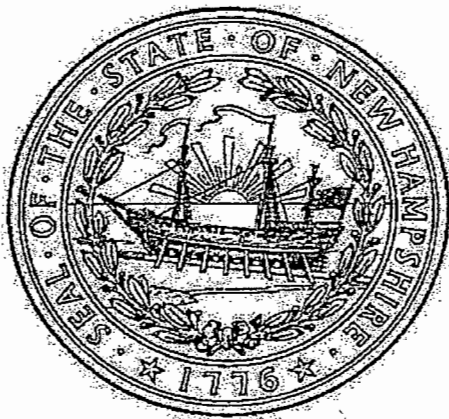
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. is a New York Profit Corporation registered to transact business in New Hampshire on June 11, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 316620

Certificate Number: 0004084380



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 April A.D. 2018.

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)  
09/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
-Kon-AWP-17-18	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Somp America Insurance Company	NAIC # 11126
INSURED Konica Minolta Business Solutions, U.S.A., Inc Attn: Lynne Ransom 500 Day Hill Road Windsor, CT 06095	INSURER B : Continental Insurance Company of New Jersey 35289	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES                                      CERTIFICATE NUMBER: NYC-009619938-15                                      REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> TECH E&O <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	287233832	10/01/2017	10/01/2018	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ LIMIT: \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO. <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	ADV40004E0 (AOS) ADV40003D0 (MA) Comprehensive Ded: \$500 Collision Ded: \$1,000	10/01/2017 10/01/2017	10/01/2018 10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N    N/A	WCN40006G0 (WI) WCD40000A0 (AOS)	10/01/2017 10/01/2017	10/01/2018 10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The State of New Hampshire and The New Hampshire Department of Transportation are included as additional insured (except for Workers' Compensation) where required by written contract.

## CERTIFICATE HOLDER

State of New Hampshire  
Department of Transportation  
PO Box 483  
Concord, NH 03302-0483

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Brian L. Schneider

© 1988-2016 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

**COVERAGES**      **CERTIFICATE NUMBER: 57006854537**      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			CPL40210K0	10/01/2017	10/01/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CPU40539N0	10/01/2017	10/01/2018	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The State of New Hampshire and The New Hampshire Department of Transportation are included as Additional Insured in accordance with the policy provisions of the General Liability policy with respect to Konica Minolta's work and/or operations.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Transportation PO Box 483 Concord NH 03302-0483 USA	<b>CANCELLATION</b>  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  <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

Certificate No : 57006854537

