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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Finance & Contracts
July 10, 2018

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Joseph Merritt & Co., Inc., Barnstead, NH, Vendor #286901, for a lease purchase for the HP Pagewide XL 5100 Wide Format Engineering Multi-Function Printer with Scanner, to be located in the DOT Print Shop, at an annual cost of \$14,700.00 and a total cost of \$73,500.00, for producing engineering size plan prints, effective upon Governor and Council approval, through September 30, 2023. 100% Highway Funds.

Funding is available in State Fiscal Year 2019, and is contingent upon the availability and continued appropriation of funds in Fiscal Year's 2020 through 2024 as follows, 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>	<u>FY2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
04-96-96-960215-3001 Bureau of Finance & Contracts 022-500255 Lease Office Equip.	\$11,025.00	\$14,700.00	\$14,700.00	\$14,700.00	\$14,700.00	\$3,675.00

EXPLANATION

This new HP Pagewide XL 5100 Wide Format Engineering Multi-Function Printer along with a HP HD Pro 42-inch Color Scanner will replace the current Oce Plotwave 900 Printer/Scanner and associated software originally leased in 2013. As the current Oce Plotwave 900 Printer/Scanner and associated software has aged, the ability to perform functions of printing and scanning and obtaining replacement parts have become more difficult. It is difficult to justify continuing the current lease with maintenance costs of over \$ 40,000.00 per year.

The new HP Pagewide XL 5100 Wide Format Printer/Scanner System will have the capabilities to produce plans in color, forty inches wide and up to fifty feet in length. This equipment will be utilized by the NHDOT Department's and Administrative Services (Bureau of Public Works Design and Construction) for the reproduction and scanning of standard engineering plan size prints 24" x 36" or larger, associated with construction projects, including road, bridge, and Public Works facilities.

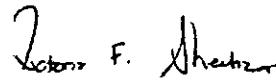
Administrative Services, Division of Plant and Property Management, released a Request for Bid, and Joseph Merritt & Co. was the low bidder. The annual cost of \$14,700.00 includes maintenance provided by the contractor, and software to operate the equipment. The amount for FY 2019 is prorated for a delivery date of October 1, 2018.

This lease purchase agreement has been approved by the Attorney General as to form and execution, and funding for each fiscal year is contingent upon the availability and continued appropriations of funds. Copies of the fully

signed lease purchase agreement are on file with the Attorney General, 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,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is fluid and cursive, with the first name being the most prominent.

Victoria F. Sheehan
Commissioner

Attachments

Wide Format Printer & Scanner Lease Purchase Contract
Bid Results

	Monthly Lease	Lease Total	Monthly Service	Service Total	Grand Total
Joseph Merritt & Co., Inc.	\$1,100.00	\$66,000.00	\$125.00	\$7,500.00	\$73,500.00
MicroCAD Training & Consulting	\$1,225.52	\$73,531.02	Included	Included	\$73,531.02
Konica Minolta Business Solutions USA, Inc.	\$1,086.00	\$65,160.00	\$200.00	\$12,000.00	\$77,160.00
Topaz Engineering Supply, Inc.	\$1,021.14	\$61,267.86	\$750.00	\$45,000.00	\$106,267.86

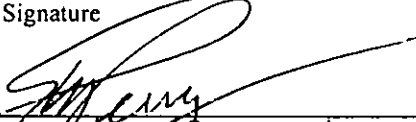
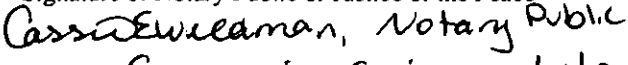

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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, NH 03301	
1.3 Contractor Name Joseph Merritt & Co., Inc.		1.4 Contractor Address 8 Stratford Dr., Center Barnstead, NH 03225	
1.5 Contractor Phone Number (781) 983-0328	1.6 Account Number 04-96-96-960215-3001-022-500255	1.7 Completion Date 60 months from acceptance of installation.	1.8 Price Limitation \$73,500.00
1.9 Contracting Officer for State Agency Marie Mullen, Director, Bureau of Finance		1.10 State Agency Telephone Number (603) 271-6829	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Edward W. Perry President & CEO	
1.13 Acknowledgement. State of <u>Connecticut</u> , County of <u>Hartford</u> On <u>6/7/18</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] Commission Expires <u>12/31/21</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Cassie Wildman, Notary Public</u>			
1.14 State Agency Signature  Date: <u>6/26/18</u>		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>Allen B. Greenstein</u> On: <u>7/30/18</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

Contractor Initials 
Date 6/7/18

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.

Contractor Initials
Date 6/7/18

CONTRACT FOR WIDE FORMAT PRINTER & SCANNER LEASE PURCHASE

EXHIBIT A

SCOPE OF SERVICES

1.0 OVERVIEW

- 1.1 Joseph Merritt & Co., Inc. hereby enters into a contract with the New Hampshire Dept. of Transportation Print Shop. This document, "EXHIBIT A," sets forth the performance duties of Joseph Merritt & Co., Inc. under the contract.
- 1.2 Joseph Merritt & Co., Inc. (hereafter, "Contractor") shall supply to NH Dept. of Transportation Print Shop (hereafter, "NHDOT"); on a lease purchase basis, one 40" HP XL 5100 wide format multifunction printer and one HP HD Pro 42" Scanner, and shall provide maintenance and repair services for these devices and their accessories (hereafter "Equipment") for a five year (60 month) period in accordance with the requirements of Bid #Graphics 2018-04 and as set forth herein.

2.0 SCOPE OF CONTRACT:

- 2.1 Lease Purchase – Contractor shall lease the Equipment described below to NHDOT for a term of 5 years (60 months), with \$1.00 buyout and NHDOT ownership of the Equipment at lease end.
- 2.2 Wide Format MFP – Contractor shall supply a new forty inch (40") HP Pagewidth XL 5100 Wide Format Engineering Multi-Function Printer (MFP) with an integral thirty-six inch (36") B&W/color scanner. The following accessories shall be provided with the MFP:
 - 2.2.1 Adjustable high-capacity stacker, part number CZ319A, with the ability to hold up to 500 sheets of output media.
 - 2.2.2 An accessory media drawer to provide 4 roll capacity.
 - 2.2.3 HP "SmartStream Preflight Manager" software and a SmartStream print license.
 - 2.2.4 An initial set of inks, plus print heads, cleaning container and maintenance cartridge.
- 2.3 Scanner – Contractor shall supply a new standalone forty-two inch (42") HP HD Pro 42 B&W/color scanner with an output tray accessory, part number P7V13A.
- 2.4 Service – During the five year lease term, Contractor shall provide responsive maintenance and repair service on all provided Equipment, including parts, at the set rate of charge detailed in Exhibit B of this contract.

3.0 COMPUTER SYSTEM AND SOFTWARE

- 3.1 Vendor will provide Equipment operating software to be installed on a Windows 10 PC provided by NHDOT. Software will allow end user to do the following:
 - 3.1.1 View technical documents and adjust as required.
 - 3.1.2 Preview print files exactly as they will appear when printed to media.
 - 3.1.3 Enable user to see smallest detail of file scanned.
 - 3.1.4 Print .DWG files. (Auto CADD)
 - 3.1.5 Provide Native PDF processing (Adobe Print Engine).
 - 3.1.6 Perform PDF Makeready and Submission.
 - 3.1.7 Use hotfolders.
 - 3.1.8 Preflight PDF files.
 - 3.1.9 Nesting Capabilities.
 - 3.1.10 Make last-second changes at print time.

Contractor Initials: _____

Date: _____

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- 3.1.11 Scan to a file destination in a single operation without having to load additional software to retrieve the scan.
- 3.1.12 Name scans individually or with custom root names that are changeable on the fly.
- 3.1.13 Manage print and copy queue on one simple interface, including ability to reprint, stop and interrupt jobs, hold completed jobs and reprint with different amounts.
- 3.1.14 Delete or abort print jobs that are stuck in the queue system.
- 3.1.15 Perform color management.

4.0 DELIVERY & INSTALLATION


- 4.1 NHDOT shall provide a suitable work space for the MFP and scanner with properly wired electrical and network cable outlets prior to delivery.
- 4.2 Delivery shall be made within twenty (20) working days after receipt of order.
- 4.3 Equipment and any accessories shall be shipped or delivered to the installation site securely and properly packaged, skidded, tied, etc., according to responsible and accepted commercial practices without extra charge for same. Packages shall also be clearly marked with purchase order number, delivery address and any other pertinent information.
- 4.4 Bid amount shall include delivery. The products and services to be provided under this contract are to be delivered, shipped FOB destination, or otherwise provided to the following location without additional charge:

NH Dept. of Transportation
7 Hazen Drive
Concord, NH 03301

- 4.5 All goods shall be delivered in new condition as specified herein and if found to be otherwise, shall be promptly replaced by the Contractor.
- 4.6 Before installation is undertaken, Contractor shall notify NH Dept. of Information Technology (hereafter "DoIT") of the proposed installation and set a date and time for them to be present for Equipment activation and network integration. A DoIT work order ticket number and contact information will be provided with the purchase order for contractor to use in coordinating with DoIT.
- 4.7 After delivery of the print engine and all related parts and accessories, Contractor will unpack all pieces and assemble them if/as needed into a fully operational suite of Equipment.
- 4.8 When installed, the Equipment and all its subsystems and parts shall be brand new, unblemished and in perfect working condition. Any part or system not meeting this standard shall be replaced with all possible speed.

5.0 TRAINING

- 5.1 Beginning within three working days after the equipment has been installed and made fully operational, Contractor shall provide on-site training in the operation of the equipment and its software for up to three (3) operators.
- 5.2 Training shall be sufficient to impart operational proficiency to the operators, to their satisfaction. Bid offer shall include a minimum of 12 hours of training time, at least 9 hours of which shall be provided onsite by a live instructor. Training shall be split up into several sessions with time between sessions for the operators to practice what they have learned before receiving further instruction. Schedule of trainings shall be determined collaboratively.

Contractor Initials:  Date: 6/7/18

- 5.3 Upon completion of sufficient training for productive work to be done by DOT operators, installation of the equipment shall be accepted and signed off as complete. Date of sign-off shall be considered the date of commencement of the 60 month lease and service contract period.
- 5.4 If needed, Contractor shall provide additional minor training consultation upon request any time within the term of the contract at no additional charge.

6.0 CONTRACTOR COOPERATION WITH NH DoIT STAFF


- 6.1 The Contractor shall work cooperatively with the NH DoIT (Department of Information Technology) personnel and shall coordinate installation of the Equipment with them before the equipment is installed so that they can play their part in Equipment activation and network integration.
- 6.2 Contractor shall consult with NH DoIT regarding the IT aspects of installation at least ten (10) working days prior to the intended date of Equipment activation.
- 6.3 To meet the above requirements, Contractor shall contact the DoIT staff via a phone call to their help desk at (603) 271-7555 or by e-mailing to helpdesk@nh.gov. When doing so, contractor shall reference a work order ticket number that will be provided on the contracting purchase order.
- 6.4 Over the life of the contract, Contractor shall confer with DoIT personnel in advance regarding any contemplated technical repairs or maintenance to the Equipment that might affect network functions, security or any other technology infrastructure. Contractor shall obtain explicit approval from DoIT before any such work is undertaken.
- 6.5 Contractor shall provide DoIT with step-by-step training and documentation for the operation, configuration and all enabled functionality of the Equipment, and any attachments or accessories.
- 6.6 Contractor shall notify DoIT's authorized contact person(s) before the Equipment is to be removed from its location for any reason.
- 6.7 Contractor shall enable DoIT personnel to change and set the default administrative password as well as their own administrative passwords.

7.0 CYBERSECURITY

- 7.1 Contractor shall set the default condition of all USB ports on the Equipment as disabled. USB function will only be enabled by NHDOT when needed.
- 7.2 Contractor shall update the Equipment firmware to the latest version and disable automatic firmware updates.
- 7.3 Contractor shall disable all unnecessary protocols not required to perform functions as needed, such as FTP, Telnet, WiFi and IPP.
- 7.4 Contractor shall disable or change default SNMPv1 and SNMPv2 community strings.
- 7.5 Contractor shall disable all management protocols except HTTPS and SNMPv3.
- 7.6 Contractor shall remove all unnecessary applications from the Equipment, particularly any that allow uploading of documents to Google, MS OneDrive and similar systems.
- 7.7 Contractor shall enable audit logging.
- 7.8 If possible, Contractor shall set the MFP to encrypt print files written to the hard drive and automatically clear those files from the disk after the files have been uploaded.
- 7.9 Contractor shall ensure that, upon reboot or power off/on, system does not go back to defaults.
- 7.10 At the time of removal of the Equipment for any reason, the Contractor shall either: A) remove the hard drive from the Equipment and leave it with NHDOT to destroy; or

Contractor Initials: _____

Date: _____

 6/7/18


B) sanitize all data on the hard drive in accordance with NIST SP 800-88r1, using either the Purge or the Destroy method as specified in Section 5 of NIST SP 800-88r1, and subject to verification by a designated DoIT representative.

8.0 SERVICE

- 8.1 During the five year lease term, the Contractor shall provide maintenance and repairs on all equipment, equipment components and accessories under this contract, including the MFP, the standalone scanner, and all associated software supplied in connection with the Equipment.
- 8.2 Services provided under the Contract shall include:
 - 8.2.1 Unlimited onsite support;
 - 8.2.2 Unlimited print volume;
 - 8.2.3 Technician travel and travel time to and from NHDOT, whatever the distance;
 - 8.2.4 Preventive maintenance;
 - 8.2.5 All labor, whether over the phone or onsite;
 - 8.2.6 All repair parts;
 - 8.2.7 Unlimited help desk support;
 - 8.2.8 Software support;
 - 8.2.9 PM service kits
- 8.3 Contractor shall hold constant the rate of charge for said services as set forth in Exhibit B for the entirety of the five year contract period.
- 8.4 Contractor shall provide qualified technical repair service as follows:
 - 8.4.1 Onsite repair service shall be available to NHDOT upon request from 8:00 A.M. to 4:00 P.M five (5) days a week, Monday-Friday.
 - 8.4.2 Upon initial receipt of a support request from NHDOT, Contractor shall respond via telephone within one (1) hour to acknowledge the request and arrange a service visit.
 - 8.4.3 Within four (4) hours after making the call in response to a support request, Contractor shall have a technician on-site at NHDOT to address the problem. If a service request is received after 11:00 a.m. on any given day, the technician shall be onsite at NHDOT by no later than 9:00 a.m. on the next day of regular service hours.

9.0 INVOICING

- 9.1 Upon NHDOT acceptance of the Equipment installation, billing for leasing and service may commence as set forth in this Contract.
- 9.2 All invoices shall be processed through the manufacturer's local dealer who services the account. NHDOT shall be able to resolve any invoicing problems via communications with the local dealer.
- 9.3 Payments shall be made to the Contractor's accounts receivable address listed in the State of New Hampshire's Integrated Financial System. This address is derived from information provided by the Vendor on the Authorized Vendor Application. The Contractor shall be responsible for keeping this information up to date.
- 9.4 The Contractor may offer a discount for payment within 15 days of receipt of invoice.
- 9.5 The Contractor shall notify NHDOT of any billing payments not received within 60 days.

Contractor Initials: 

Date: 6/7/18

CONTRACT FOR WIDE FORMAT PRINTER & SCANNER LEASE PURCHASE

EXHIBIT B

PAYMENT TERMS

1.0 OVERVIEW

- 1.1 The New Hampshire Dept. of Transportation Print Shop (hereafter, "NHDOT") hereby enters into a contract with Joseph Merritt & Co., Inc. (hereafter, "Contractor"). This document, "EXHIBIT B," sets forth the payment terms, performance duties and privileges of NHDOT under the contract.
- 1.2 NHDOT shall lease from the Contractor, on a lease purchase basis, one 40" HP XL 5100 wide format multifunction printer and one HP HD Pro 42" Scanner, together with software and accessories as enumerated in Exhibit A, and shall additionally engage the services of the Contractor to provide maintenance and repair services for said Equipment as needed for a 5 year (60 month) contract period, in accordance with the requirements of Bid #Graphics 2018-04 and as set forth herein.

2.0 INSTALLATION

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

3.0 AMOUNTS TO BE PAID

- 3.1 For lease of the Equipment, NHDOT shall pay the Contractor **\$1,100 per month for 60 months, totaling \$66,000 over the lease term.**
- 3.2 At lease end, NHDOT shall pay the Contractor **\$1.00** to buy out the stipulated residual value of the Equipment and thereafter assume full unfettered ownership of said Equipment.
- 3.3 For service on the Equipment as defined in Exhibit A, NHDOT shall pay the Contractor at an unvarying rate of **\$125.00 per month for 60 months, totaling \$7,500.00 over the 60 month term of the lease.**

4.0 PERFORMANCE

- 4.1 NHDOT shall be entitled to have the Contractor replace the MFP or scanner at no charge if either device suffers the same malfunction more than four (4) times over any period of six (6) consecutive months, each time causing the loss of two (2) or more whole days of productivity or the equivalent. Contractor shall accomplish such replacement within ten (10) working days after receipt of a written notice from NHDOT citing the instances and dates of lost service. Any replacement device under this provision must be new or have lower mileage than the original device and must meet all the specifications of the bid on which this contract is based. NHDOT must be given advance notice of the removal date and shall arrange for supervision of the removal by NHDOT.

Contractor Initials: _____

Date: 6/7/18

- 4.2 If the MFP or scanner is replaced and the replacement also fails to perform and again meets the malfunction criteria set forth in section 4.1, then NHDOT shall be entitled to cancel the contract by making written notification to the Contractor. In such case, contract cancellation shall become effective on the date of Contractor receipt of the notification; no early termination fee shall apply; no further lease payment or service payment obligations shall accrue; and no other closeout charge shall be levied by the Contractor. Such removal shall be coordinated with the NHDOT Print Shop and supervised by NHDOT.
- 4.3 If the Contractor fails to provide timely service as defined in Exhibit A, section 8.4, four (4) or more times within any continuous six-month period, and none of those failures were by prior mutual consent with NHDOT, then NHDOT shall be entitled to cancel the contract by making written notification to the Contractor. In that case, the Contractor shall remove the device within ten (10) working days of receipt of the notification; no further lease payment or service payment obligations shall accrue; NHDOT shall incur no early termination fee and no charge for Equipment removal or any other closeout procedure. NHDOT must be given advance notice of the removal date and shall arrange for supervision of the removal by NHDOT.

5.0 PAYMENTS

- 5.1 Upon NHDOT acceptance of the Equipment installation, NHDOT shall begin accepting and making payments on Contractor invoices for lease and service for the Equipment.
- 5.2 NHDOT shall make payments to the Contractor's accounts receivable address as listed in the State of New Hampshire's Integrated Financial System and derived from information provided by the Vendor on the Authorized Vendor Application.
- 5.3 NHDOT shall pay on Contractor's invoices within thirty (30) days following receipt of invoice.

6.0 IN THE EVENT OF NON-APPROPRIATION OF FUNDS

- 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 to the NHDOT Print Shop, 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.

Contractor Initials: _____

Date: 6/7/18



I, Cassie Wildman, Secretary & CFO of Joseph Merritt & Company, Inc., a Connecticut corporation, (the "Corporation"), certify that the following are true and complete resolutions which were adopted unanimously at a duly called and held meeting of the Board of Directors of Joseph Merritt & Company, Inc. on the 7th day of June, 2018, and that such resolutions have not been amended or modified and continue to be in full force and effect:

RESOLVED, that the Corporation execute and deliver all contracts which it deems to be necessary or appropriate to carry out its business; and

RESOLVED, that Edward W. Perry, as President & CEO of the Corporation, is directed to execute and deliver all contracts on behalf of the Corporation and to do all things necessary or appropriate to carry out the terms of those contracts, including executing and delivering all agreements and documents contemplated by those contracts.

I further certify that Edward W. Perry now holds the office of President & CEO and that he has held that office since January 1, 1988.

I am signing this certificate on June 7, 2018.

Cassie Wildman

Cassie Wildman
Secretary & CFO
Joseph Merritt & Company, Inc.

Signed and sworn to before me
the 7th day of June 2018
Rosemarie Wilkie

ROSEMARIE WILKIE
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2021



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TB

DATE (MM/DD/YYYY)

06/07/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Hodge Insurance Agency, Inc. 283 Main St., P. O. Box 307 Danbury, CT 06813 Hodge Insurance Agency, Inc.		CONTACT NAME: PHONE (A/C, No, Ext): 203-792-2323 FAX (A/C, No): 203-791-2149 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: JOSEP-3	
INSURED Joseph Merritt Company, Inc 650 Franklin Avenue Hartford, CT 06114		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance 36064 INSURER B: Travelers 19070 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> per loc agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZDE930487803	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 E&O \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWE928412903	09/01/2017	09/01/2018	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 DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000			UHE918400103	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
B	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	UB4E083120	04/01/2018	04/01/2019	WC STATU-TORY LIMITS <input checked="" 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
A	Property Section Blanket Coverage			ZDE930487803 SPECIAL/REPLACEMENT	09/01/2017	09/01/2018	BPP 3,864,316 DED 10,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

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State of New Hampshire

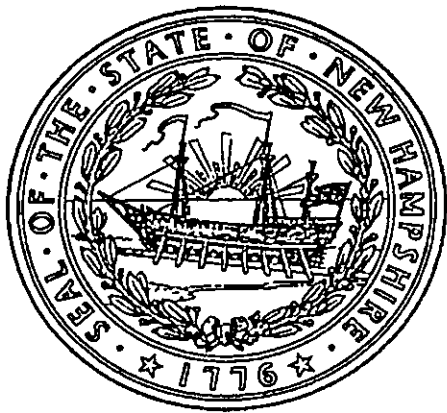
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOSEPH MERRITT & COMPANY, INCORPORATED is a Connecticut Profit Corporation registered to transact business in New Hampshire on June 19, 2018. 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: 797389

Certificate Number: 0004110745



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 June A.D. 2018.

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

William M. Gardner
Secretary of State