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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, N.H. 03305
603-271-2791

ROBERT L. QUINN
COMMISSIONER OF SAFETY

October 25, 2019

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

Requested Action

Authorize the Department of Safety (DOS), Division of Administration, to enter into a contract with Konica Minolta Business Solutions USA, Inc. (VC#177612, R009) 1000 Elm Street Suite G103, Manchester, NH, in the amount of \$54,000.00 for the lease of a production printer with full service maintenance and supplies. Effective upon Governor and Council approval through December 31, 2024. Funding source: 100% Highway Funds.

Funds are anticipated to be available in the SFY2020/2021 operating budget and contingent upon availability and continued appropriations in SFYs 2022 through 2025 with the authority to adjust encumbrances between state fiscal years through the Budget Office if needed and justified.

02-23-23-232015-2319000 Dept. of Safety – Division of Administration – Copy Center
022-500255 Rents-Leases Other Than State – Rental/Lease-Office Equipment

<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>SFY2025</u>	<u>Total</u>
\$ 7,153.00	\$10,817.50	\$10,817.50	\$10,817.50	\$10,817.50	\$ 3,577.00	\$54,000.00

Explanation

This contract will provide for a new production printer with full service maintenance and supplies provided by the vendor for the Reprographics section of the Division's Equipment Control Bureau. This production printer will replace the aging printer currently in use and will produce a higher volume of copies than the old printer. Currently, DOS produces copies of more than twenty-six items such as forms, manuals, handbooks, and reports for all Divisions; applications and renewal letters for driver licenses, with a volume of 6,000 per week; time-sensitive manuals and other documents for training; and confidential reports that can't be sent outside of the agency. This machine will be able to produce approximately 200,000 copies per month with expected annual savings of over \$25,000.00.

Contract bid #Graphics 2019-04 was posted to the State website for a period of 12 business days and 43 vendors were notified of the posting. Six bids were received with the contract being awarded to Konica Minolta Business Solutions as the lowest cost vendor overall, based on a 60 month dollar-buyout lease with full service and supplies.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

Bid Graphics 2019-04

For Dept. of Safety Warehouse Repro Center

Bid Summary Based on \$1.00 Buyout Lease

Bidder	Leasing		Service Base Charge		B&W Clicks		60 Month Total
	Monthly/APR	60 Month Total	Monthly	60 Month Total	EA	X 3 Mil	
Konica Minolta Business Solutions * Bizhub Pro 1100	\$314.11/ .0219%	\$18,846.60	\$435.00	\$26,100.00	\$0.0029	\$8,700.00	\$53,646.00
Canon Solutions America, Inc. IR Advance 8595III	\$330.00/ 9.495%	\$19,800	\$450.00	\$27,000.00	\$0.003	\$9,000.00	\$55,800.00
Ricoh USA, Inc. Ricoh Pro 8200s	\$360.85/ 11.1%	\$21,651.00	\$535.50	\$32,130.00	\$0.0034	\$10,200.00	\$63,981.00
Conway Office Solutions Xerox D95ACP	\$393.07/ 12.94%	\$23,584.20	\$525.00	\$31,500.00	\$0.0035	\$10,500.00	\$66,584.20
Budget Document Technology Xerox D95A	\$441.00/ 5.06%	\$26,460.00	\$525.00	\$31,500.00	\$0.0034	\$13,500.00	\$113,560.00
Toshiba Business Solutions Toshiba eStudio 1207	\$1,022.00/ 12.28%	\$61,360.00	\$645.00	\$38,700.00	\$0.0045	\$12,000.00	\$172,011.00

* Prospective awardee

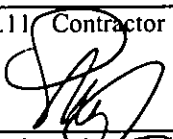
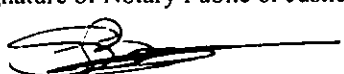
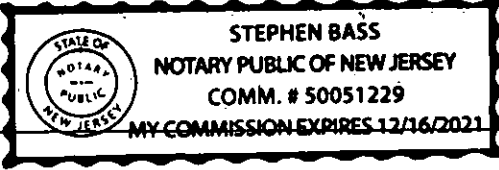

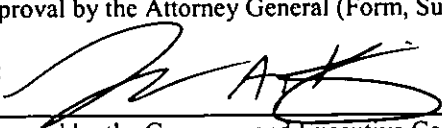
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Safety Repr Center		1.2 State Agency Address 41 Hazen Drive Concord, NH 03305	
1.3 Contractor Name Konica Minolta Business Solutions USA, Inc.		1.4 Contractor Address 1000 Elm Street Suite G103 Manchester, NH 03101	
1.5 Contractor Phone Number 603-475-1317	1.6 Account Number 015-02300-2319000-500255	1.7 Completion Date 60 months after installation, projected September 1, 2024	1.8 Price Limitation \$54,000.00
1.9 Contracting Officer for State Agency Daniel Ostroth, (Purchasing Agent)		1.10 State Agency Telephone Number (603) 223-8091	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Myrtha Eugene, Assistant Secretary and Corporate Counsel	
1.13 Acknowledgement: State of New Jersey , County of Bergen On October 22, 2019 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Stephen Bass, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/4/19			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

CONTRACT FOR MONOCHROME PRODUCTION PRINTER, LEASE WITH SERVICE

EXHIBIT A

SCOPE OF SERVICES

1.0 OVERVIEW


- 1.1 Konica Minolta Business Solutions, Inc. hereby enters into a contract with the New Hampshire Dept. of Safety. This document, "EXHIBIT A," sets forth the performance duties of Konica Minolta Business Solutions, Inc. under the contract.
- 1.2 Konica Minolta Business Solutions, Inc. (hereafter, "Contractor") shall lease to NH Dept. of Safety a Konica Minolta Bizhub Pro 1100 black & white production printer and shall provide full service maintenance and supplies for the printer (hereafter "Device") for the life of the lease as set forth below, in accordance with the requirements of Bid #Graphics 2019-04.

2.0 LEASING

- 2.1 Contractor shall lease the Device to NH Department of Safety for a term of 5 years, i.e., 60 months.
- 2.2 The Contractor shall arrange or provide lease financing. The terms and conditions of the State, as set forth in its P-37 contract, its related exhibits and its purchase order, shall form the entirety of the lease agreement, and no other leasing terms or conditions shall be binding on the State in this contract.
- 2.3 The residual value of the Device at lease end will be \$1.00. Contractor will provide an opportunity for NH Dept. of Safety to buy out the Device at lease end for this amount.

3.0 EQUIPMENT TO BE SUPPLIED

- 3.1 Contractor shall provide a monochrome production Device in full compliance with all device specifications of Bid #Graphics 2019-04, as follows.
- 3.2 Device shall be sheetfed and shall form images on paper by toner-based electrophotography.
- 3.3 Device shall be equipped to perform the functions of printing, copying and scanning and shall include all parts, boards and internal software necessary to do so.
- 3.4 Device shall be able to print and photocopy at a minimum speed of 95 pages per minute at 8-1/2" x 11" page size.
- 3.5 Device shall have a rated duty cycle of at least 1 million pages per month.
- 3.6 Device shall offer print resolution of 1200 x 1200 dpi or higher.
- 3.7 Device shall be able to print without difficulty on recycled paper having 30% postconsumer waste content.
- 3.8 Device and all its subsystems and parts shall be brand new. It will not be a demo model and will not be refurbished, remanufactured or used.
- 3.9 Device shall be Energy Star® or Rohs compliant and shall feature automatic power saving modes to conserve power when the printer has not been active for a period of time.
- 3.10 Device shall have or be provided with sufficient dedicated surge protection to protect against substantial power surges.
- 3.11 Device shall have a hard disk drive with minimum 250 GB capacity.
- 3.12 Device shall have a minimum of 3 GB of RAM.
- 3.13 Device shall require only one network connection in order to perform workgroup printing and scanning through a network environment.
- 3.14 Device shall accommodate Ethernet 10-BaseT-100-TX (Cat 5) and USB connections.

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- 3.15** Device shall offer operating system compliance to Windows 7, Windows 10 and any other future Windows operating systems.
- 3.16** Device software drivers shall be upgradable.
- 3.17** Device shall support the following protocols: Adobe Postscript 3 (CPSI 3019), TIFF, PCL5c/6, XPS/PDF v1.7, PDF/x-1a, and PDF/x-3.
- 3.18** Device makeready software shall offer a rich set of control features including the following: combine originals, paper select, copy density control, post inserting, re-size, image centering, frame center erase, non-image-area erase, adjust page margin, proof, interrupt copying, job list, reserve job, page rotation, simplex, duplex, stamp, paginate, insert tab.
- 3.19** Device shall be able to reproduce from hard copy originals.
- 3.20** Device shall have an integral scanner that permits manual scanning from a platen as well as automatic duplex scanning through a duplexing automatic document feeder (DADF) or a reversing automatic document feeder (RADF).
- 3.21** Device platen shall be able to handle originals up to at least 11" x 17" size.
- 3.22** Device automatic document feeder shall be able to handle originals with standard sizes of 5-1/2" x 8-1/2", 8-1/2" x 11", 8-1/2" x 14" and 11" x 17".
- 3.23** Device automatic document feeder shall have a capacity of 100 sheets or more.
- 3.24** Device shall be able to scan at a resolution of at least 1200 x 1200 dpi with other resolution settings also available.
- 3.25** Device shall be able to handle 1:2, 2:1 and 2:2 page imposition formats.
- 3.26** Device shall have Auto Paper Sensing to detect size of standard-sized originals and output on like-sized paper.
- 3.27** Device shall be able to reduce and enlarge over a range of 25% - 400% or better.
- 3.28** Device shall have the ability to be shared among end users as a workgroup printer through a network environment.
- 3.29** Device shall allow End-users who are printing from their desktop computers to do the following:
 - Choose simplex or duplex.
 - Choose paper size.
 - Choose paper drawer.
 - Choose paper orientation.
 - Choose finishing options.
 - View print status.
 - Cancel print jobs.
- 3.30** Device shall have a touch screen control panel interface.
- 3.31** Device controls shall allow restriction of walkup access through user authentication by means such as a user name, password, code, card reader or a combination of these.
- 3.32** Device shall have at least 4 feed drawers offering a total feeder capacity of at least 6,000 sheets of 20 lb. bond paper.
- 3.33** Device shall be able to handle paper sizes up to 12" x 19".
- 3.34** Device shall offer air-assisted feeding.
- 3.35** Device shall be able to automatically detect the size of paper placed in feed drawers.
- 3.36** Device shall be able to feed, handle and deliver recycled paper having 30% postconsumer waste content.
- 3.37** Device shall allow the operator to designate the default drawer access.
- 3.38** Device shall allow "on the fly" refilling of empty paper drawers.
- 3.39** Device shall have a post-inserting tray.
- 3.40** Device shall have a stapler finisher capable of handling at least 100 sheets of 20 lb. bond paper with multi-position options.

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- 3.41 Device shall be able to do 2-hole and 3-hole punching.
- 3.42 Device shall have a stacker capacity of at least 3,000 sheets of 20 lb. bond.
- 3.43 Device shall be able to do 2-hole and 3-hole punching.
- 3.44 Device shall have a stacker capacity of at least 3,000 sheets of 20 lb. bond.

4.0 SERVICES AND SUPPLIES TO BE PROVIDED

- 4.1 Contractor shall deliver, install and maintain the Device at:
 Repro Center
 NH Department of Safety Warehouse
 41 Hazen Drive
 Concord, NH 03305
- 4.2 Contractor shall make all deliveries and provide all services to the above location on an FOB Destination basis.
- 4.3 Contractor shall make delivery of the Device within twenty (20) working days after receipt of order.
- 4.4 Contractor shall securely and properly package the Device and any accessories for shipping to End User according to responsible and accepted commercial practices without extra charge for same. Packages shall be clearly marked with purchase order number, delivery address and any other pertinent information.
- 4.5 Contractor shall promptly replace any goods found to have been delivered in less than new condition as specified.
- 4.6 Contractor shall call (603) 271-5735 to notify NH Dept. of Information Technology (hereafter "DoIT") of the proposed installation at least ten (10) working days prior to the intended date of Device activation, referencing a work order ticket number that will be provided on the State's purchase order. Contractor shall collaborate with DoIT in setting a date and time for DoIT to be present for Device activation and network integration.
- 4.7 After delivery of the print engine and all related parts and accessories, Contractor shall unpack all pieces and assemble them into a fully operational Device.
- 4.8 Contractor shall ensure that the installed Device and all its subsystems and parts are brand new, unblemished and in perfect working condition. Contractor shall replace any part or system not meeting this standard with all possible speed.
- 4.9 As set forth in Exhibit B, section 2.3, the End User shall have three (3) business days after the Device has been established as fully operational to officially accept or reject the equipment. At the end of that period, in the absence of a firm response from the End User, the Contractor shall deem the equipment as accepted by New Hampshire Department of Safety Repro Center; shall commence training; and shall consider the 60 month leasing and service contract term to have begun.
- 4.10 Contractor shall provide on-site training in the operation of the machine for NH Dept. of Safety Repro Center staff within three (3) working days after the Device has been established as fully operational.
- 4.11 Contractor shall provide training session(s) of sufficient number, duration, and content to impart proficiency of operation to the End Users, to their complete satisfaction. Training shall be expected to take no more than one full business day.
- 4.12 If needed, Contractor shall provide additional spot training upon request any time within the term of the contract at no additional charge.
- 4.13 Contractor shall commence the 60 month lease and service contract period upon receipt of sign-off by NH Dept. of Safety Repro Center that the installation and trainings are complete.

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- 4.14 Over the life of the contract, Contractor shall confer with DoIT personnel in advance regarding any contemplated technical repairs or maintenance to the Device that might affect network functions, security or any other technology infrastructure of the State. Contractor shall obtain explicit approval from DoIT before any such work is undertaken.
- 4.15 Contractor shall provide DoIT with step-by-step training and documentation for the operation, configuration and all enabled functionality of the Device, and any attachments or accessories.
- 4.16 Contractor shall notify DoIT's authorized contact person(s) before the Device is to be removed from its location for any reason.
- 4.17 Contractor shall provide qualified Full Service Maintenance and supplies for the Device, commencing on the signed-off date of installation acceptance and continuing for a period of 60 months thereafter.
- 4.18 Contractor shall make routinely available qualified technicians to provide onsite repair services and preventive maintenance services during the hours of 8:00 a.m. to 5:00 p.m. Eastern Time, five (5) days a week, Monday – Friday (hereafter "Regular Service Hours").
- 4.19 Upon receipt of a service request from the End User during Regular Service Hours, the Contractor shall respond via telephone within two (2) hours to schedule a service visit. In the event that the End User makes a service request after 3:00 p.m. Eastern time on a Regular Service Hours day, the Contractor shall respond to the End User by no later than 8:30 a.m. Eastern time on the next day of Regular Service Hours.
- 4.20 Unless jointly agreed otherwise between the End User and the Contractor, the Contractor shall have a qualified technician on-site to work on the Device no later than four (4) Regular Service hours following the Contractor's first response by phone or e-mail to a service request.
- 4.21 As part of full service maintenance, the Contractor shall provide operating supplies for the Device including toner, developer, fuser, photoreceptive drums or belts and any other consumables needed for the day-to-day operation of the Device, except for paper and staples.
- 4.22 All replacement parts and consumable supplies provided shall be OEM brand.
- 4.23 Contractor shall deliver or ship parts and supplies to the End User on a prepaid FOB Destination basis. Delivery costs shall be included in the base and over-allowance volume rates and shall not be charged as additional.

5.0 CYBERSECURITY

- 5.1 Contractor shall set the default condition of all USB ports on the device as disabled. USB function will only be enabled by the end-user when needed.
- 5.2 Contractor shall update the device firmware to the latest version and disable automatic firmware updates.
- 5.3 Contractor shall disable all unnecessary protocols not required to perform functions as needed, such as FTP, Telnet, and WiFi.
- 5.4 Contractor shall disable or change default SNMPv1 and SNMPv2 community strings.
- 5.5 Contractor shall disable all management protocols except HTTPS and SNMPv3.
- 5.6 Contractor shall remove all unnecessary applications from the device, particularly any that allow uploading of documents to Google, MS OneDrive and other similar systems.
- 5.7 Contractor shall enable audit logging.
- 5.8 Contractor shall enable secure printing.
- 5.9 Contractor shall enable DoIT personnel to change and set their own administrative passwords.

Contractor Initials: *me* Date: 10/22/19

- 5.10 Contractor shall set device to encrypt print files written to the device hard drive and automatically clear those files from the disk after the files have been uploaded.
- 5.11 Contractor shall ensure that, upon reboot or power off/on, system does not go back to defaults.
- 5.12 In the unlikely event of a removal of the Device for any reason, the Contractor shall, at no charge, either: A) remove the hard drive from the machine and give it to NH Dept. of Safety's DoIT representative for secure disposal; or B) subject to verification by a designated NH DoIT employee, sanitize all data on the hard drive in accordance with NIST SP 800-88r1, using either the Purge or the Destroy method as specified in Section 5 of NIST SP 800-88r1.
- 5.13 During the 5 year lease term, Contractor will make changes to device settings upon request by NH DoIT in order to address emergent cybersecurity risks.

6.0 PERFORMANCE

- 6.1 If the Device should suffer a malfunction where it is completely "down" and non-productive for three or more consecutive whole working days, then unless jointly agreed otherwise between the End User and the Contractor, the Contractor shall immediately upon request provide a "loaner" device of similar or better capability at no charge. Contractor shall have this replacement device on-site and fully operational as quickly as possible and not more than six (6) working days after the End User's request for a loaner to replace the failed Device. This loaner device shall remain in place and be utilized, maintained, repaired and supplied with consumables in the same manner and rates as, and in place of, the original device until such time as the original device has been restored to normal operating condition.
- 6.2 If the Device should suffer excessive malfunctions involving four or more instances within a three (3) month period where the Device is "down" for two or more consecutive whole working days each time, then the Contractor shall provide a "loaner" as described above in section 6.1. The loaner shall remain in place and be utilized, maintained, repaired and supplied with consumables in the same manner and rates as, and in place of, the original device until such time as the Contractor has effectively cured the problem causing excessive malfunctions and demonstrated to the End User's satisfaction that the loaner can be safely removed without risking more excessive losses of productivity.
- 6.3 In the event that either of the loaner scenarios described above in sections 6.1 or 6.2 comes to pass, the Contractor shall communicate with DoIT before performing any installation or removal of a device and shall obtain DoIT supervision of same, including secure removal or sanitization of the device hard drive if applicable.

7.0 INVOICING

- 7.1 Contractor shall commence the accrual of charges and monthly billing for leasing, service and supplies upon receipt of End User acceptance of the Device installation, either by an official sign-off or by the passage of 3 business days without an official response, as set forth above in section 4.9.
- 7.2 Contractor shall levy charges for service and supplies in the form of a constant monthly base rate that allows for 150,000 printed pages per month. If page volume exceeds 150,000 pages in any given monthly billing cycle, then for that cycle, the Contractor shall apply a supplemental charge per page for the number of pages over 150,000 that were actually printed. Agreed rates of charge are set forth in Exhibit B.

Contractor Initials: 

Date: 10/22/19

CONTRACT FOR MONOCHROME PRODUCTION PRINTER, LEASE WITH SERVICE

EXHIBIT B

PAYMENT TERMS

1.0 OVERVIEW


- 1.1 New Hampshire Dept. of Safety Repro Center hereby enters into a contract with Konica Minolta Business Solutions, Inc. (hereafter, "Contractor"). This document, "EXHIBIT B," sets forth the performance duties and privileges of the NH Dept. of Safety Repro Center under this contract.
- 1.2 NH Dept. of Safety Repro Center shall lease from the Contractor a black & white production printer ("Device") as set forth in Exhibit A for a period of 60 months and shall additionally engage the services of the Contractor to provide full service maintenance and supplies for that Device during the life of the lease, in accordance with the provisions of State of NH Bid #Graphics 2019-04 and the price offer set forth by the Vendor for that bid.

2.0 INSTALLATION

- 2.1 NH Dept. of Safety Repro Center shall provide a suitable work space for the Device with properly wired electrical and network cable outlets prior to delivery.
- 2.2 The State shall provide a DoIT work order ticket number and contact information with the purchase order for contractor to use in coordinating installation with DoIT.
- 2.3 NH Dept. of Safety Repro Center shall provide to the Contractor an official acceptance or rejection of the Device and its installation within three (3) business days after the Device has been established by Konica Minolta's installer as fully operational and networked. As of the date of its acceptance of the Device, NH Dept. of Safety Repro Center shall consider the 60 month leasing and service contract term to have begun and shall accept accrual of charges and invoicing from the Contractor as set forth below.

3.0 AMOUNTS TO BE PAID

- 3.1 For lease of the production printer (hereafter "Device"), NH Dept. of Safety Repro Center shall pay the Contractor a monthly lease payment of **\$314.11**. Totaled over 60 months, these lease payments will amount to **\$18,846.60**.
- 3.2 To obtain full service maintenance and supplies as defined in Exhibit A, NH Dept. of Safety Repro Center shall additionally pay the Contractor as follows:
 - 3.2.1 For a monthly allowance of 150,000 impressions of any size, NH Dept. of Safety Repro Center shall pay the Contractor a constant **\$435.00 per month**. Totaled over 60 months, these minimum monthly payments to cover the cost of service and supplies will amount to **\$26,100.00**.
 - 3.2.2 For any quantity of impressions that exceeds the monthly allowance of 150,000, NH Dept. of Safety Repro Center shall pay the Contractor additionally at a rate of **\$0.0029 per impression**.
- 3.3 The grand total of 60 months' worth of lease payments, monthly base charges and over-allowance charges listed above shall not exceed the sum of \$54,000.00 approved by the NH Governor and Executive Council.

Contractor Initials: 

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3.4 Upon completion of the 60 month contract period, NH Dept. of Safety Repro Center shall buy out the residual value of the device at the stipulated amount of \$1.00 and take full unfettered ownership of the Device.

4.0 OTHER CHARGEABLE INCIDENTS

- 4.1 If NH Dept. of Safety Repro Center should neglect to timely order replacement toner cartridges and consequently must place an overnight rush order, then it shall pay the contractor for any excess shipping and handling cost over and above what the regular non-rush charges would have been.
- 4.2 If the Device should become physically damaged through the fault of the End User, then NH Dept. of Safety Repro Center shall pay the cost of the repairs at the Contractor's regular hourly labor rate for repair service; and it shall also reimburse the Contractor at cost for any parts or supplies necessary for such repair, as well as shipping of same by common carrier, if applicable.
- 4.3 NH Dept. of Safety Repro Center shall be financially responsible for the repair of any of the following types of damage as provided in section 4.2 above, except if such damages are demonstrated by NH Dept. of Safety Repro Center not to be their fault:
- Broken doors that have been physically torn from the machine.
 - Large dents that cause the Device to fail in its capacity as specified.
 - Damages caused by moving the Device without Contractor participation.
 - Electrical damages (boards, wiring, chips, etc.) to the Device caused by failing to use the provided electrical surge protection.
 - Replacement of the Device hard drive in the unlikely event of its removal and secure destruction under NHDolT policies.

5.0 OTHER PROVISIONS REGARDING PAYMENT

- 5.1 NH Dept. of Safety Repro Center shall make payments to the Contractor's accounts receivable address listed in the State of New Hampshire's Integrated Financial System, which is derived from information provided by the Vendor on the Authorized Vendor Application.
- 5.2 NH Dept. of Safety Repro Center shall make payments on Contractor's invoices within thirty (30) days following receipt of invoice.
- 5.3 **In the Event of Non-Appropriation of Funds** – Notwithstanding anything in this agreement to the contrary, all obligations of NH Dept. of Safety Repro Center hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account.

Contractor Initials: me

Date: 10/22/19



KONICA MINOLTA

SECRETARY'S CERTIFICATE

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 22nd day of October, 2019.



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

(CORPORATE SEAL)

EXHIBIT A

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

As of August 23, 2005

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

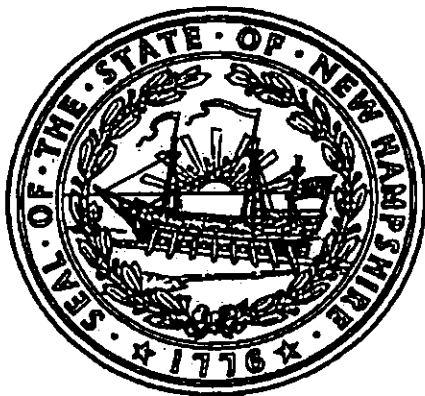
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 316620

Certificate Number: 0004508052



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2019

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN101223113-AWP-19-20	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 : N/A	N/A
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-010669281-03 **REVISION NUMBER:** 3

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
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 <input type="checkbox"/> AUTOS ONLY			ADV40004E0 ADV40003D0 (MA) Comprehensive Ded: \$500 Collision Ded: \$1,000	10/01/2019	10/01/2020	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			WCN40006G0 (WI) WCR40018S0 (AOS)	10/01/2019	10/01/2020	<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 SAFETY WAREHOUSE ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER NEW HAMPSHIRE DEPARTMENT OF SAFETY WAREHOUSE 41 HAZEN DRIVE CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Brian L. Schneider <i>B.L. Schneider</i>
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