



ADMINISTRATIVE OFFICE
32 SOUTH MAIN STREET
CONCORD, NH 03301-4857



41A 95

GEORGE N. COPADIS, COMMISSIONER

April 3, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

Requested Action

To authorize New Hampshire Employment Security (NHES) to enter into an agreement with Conway Office Products, Inc. (VC# 154984), Nashua, NH in the amount not to exceed \$7,500.00 for full service maintenance services on two Xerox 5638P MFP machines from the date of Governor and Council approval through June 30, 2016. 100% Federal funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2013 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02 - 27 - 27 - 270010 - 8040 DEPT OF EMPLOYMENT SECURITY									
			<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>			
10 -	02700 -	80400000 -	024 -	500227	Contractual Repairs, Office Equipment	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Vendor Code: 154984 Conway Office Products, Inc.									
RQ #: 136465									

Explanation

NHES is requesting approval of the attached agreement for full service maintenance services on two Xerox 5638P MFP machines. The contract total of \$7,500.00 is for the period from the date of Governor and Council approval through June 30, 2016.

A competitive bid process was undertaken for full service maintenance services on two Xerox 5638P MFP machines. A "Request For Proposal" (RFP) was sent to one (1) vendor, who subsequently submitted the only bid. A review of the submitted bid resulted in the selection of the only responding bidder.

Respectfully submitted,

George N. Copadis
Commissioner

GNC/jdr
Attachments

NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary Aids and Services are available on request of individuals with disabilities

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/TTY Access: Relay 1-800-735-2964 Web site: www.nhes.nh.gov



Subject:

Xerox 5638P MFP Maintenance

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 32 South Main Street, Concord, NH 03301	
1.3 Contractor Name Conway Office Products, Inc. VC #154984		1.4 Contractor Address 10 Capitol Street, Nashua, NH, 03063	
1.5 Contractor Phone Number 603-889-1665	1.6 Account Number 010-027-8040-024-0227	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$7,500
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Keith Clark Sales Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/6/13</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 			
1.13.2 Name and Title of Notary or Justice of the Peace Donna M. Perreault, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 3/25/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials
Date 5/10/13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials FE
Date 3/15/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

NARRATIVE, XEROX 5638Ps

For purposes of understanding scope of services required through this contract, New Hampshire Employment Security (NHES) owns and intends to contract for full service maintenance on two (2) Multi-Function Printers (MFPs), which are currently networked and have integrated fax located in New Hampshire areas only. Machines may be move to different locations within state during this contract, but will always remain in New Hampshire. Copiers are Xerox 5638P: serial number WRRO26138 is located in Manchester. Serial number WWRO26081 is located in Concord.

SCOPE

This document defines specific services, materials, products, labor, tools, equipment and/or transportation necessary to provide all phases of Full Service Maintenance Agreement for 2 Xerox Copiers @ NHES, Manchester & NHES, Concord. Conway Office Solutions, hereafter referred to as Contractor, agrees to provide full maintenance services as described in request for bid and in Contractor quote.

DESCRIPTION OF WORK

1. Contractor will provide full service maintenance 8:00 A.M to 5:00 P.M five (5) days a week (herein known as 8 x 5 x 5). Monday-Friday onsite service is required as needed and when requested by NHES. There is no limit on number of service calls placed by NHES.
2. Contractor must provide certified, trained Xerox technicians to provide service.
3. Technicians are required to contact service location within one hour, to provide an estimated time of arrival. Such time should not be greater then 4 hours.
4. All maintenance, supplies, parts and labor are included in quarterly base charge and overages of this full service maintenance agreement (excluding staples).
5. Contractor must have website or e-mail for ordering toner & placing service calls.
6. All supplies must be genuine Xerox supplies and FOB Destination.
7. Contractor must have web site or e-mail for submission of quarterly meter reads, which will be submitted last week in September, December, March, and June.
8. Contractor **may not** charge for parts or labor that may need immediate replacement, due to lack of service from previous vendor.
9. This full service maintenance agreement includes all costs, except staples. NHES will not be invoiced for travel time or mileage for any services requested or performed.
10. Contractor may be required to move equipment to different locations within NH. Such moves are billable at prevailing rates.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

- Safety and protection of NH Employment Security personnel and property is of utmost concern. Work will interfere as little as possible with NH Employment Security business. Contractor will furnish safety devices wherever needed and required, taking necessary precautions to protect life and property.
- Work will be performed in a manner compliant with existing state and federal safety laws, rules, regulations and standards including but not limited to OSHA and U.S. Department of Labor to ensure safety of workers, NHES staff and the general public.

EXHIBIT C

TERM & EXTENSION

This agreement will be for a term beginning upon Governor and Council approval and terminating June 30, 2016.

TERMINATION

If Contractor fails to perform services as required, this agreement will, without notice, become void and of no effect, with no liability to NH Employment Security beyond date Contractor fails to perform required services.

Either party may terminate this agreement at any time. Party requesting termination must give written notice, by certified mail, at least thirty (30) days prior to effective date of termination.

NHES may close or relocate facilities. Should this occur services for closed facility/ies will discontinue or relocate to new address. Contractor will be notified thirty (30) days prior to effective date of closure/relocation whenever possible.

CONFIDENTIALITY, CRIMINAL RECORD & NH CERTIFICATE OF GOOD STANDING

Contractor and employees must sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726)** and **CRIMINAL RECORDS FORM (DES 2135)** prior to entrance into facility. NHES will provide all necessary forms, if applicable, prior to any work being done. There is a \$25 fee for each Criminal Record check. Contractor must provide a Certificate of Good Standing from NH Secretary of State, for which there is a \$5 fee.

DAMAGE

Contractor agrees that damage to building(s), materials, equipment or other property during performance of service will be repaired at his expense. Contractor agrees to return all buildings, materials, equipment or property to original or better condition and acceptance by a representative of NH Employment Security. Contractor agrees NH Employment Security must approve sub-contractor performing repair work if damage occurs.

SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty, obligation, or written task required by this agreement without prior consent of NH Employment Security. Subcontractors must be listed on bid page of this document for pre-approval.

ACCEPTANCE OR REJECTION BY NH EMPLOYMENT SECURITY

NH Employment Security reserves the right to accept or reject any or all proposals. Proposals will be kept sealed until date, time and place of public opening.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

Contractor certifies that primary participant, and its principals, to the best of his knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor will inform NH Employment Security of any changes in status regarding this statement.

DAVIS-BACON ACT

Davis-Bacon Act and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for construction, alteration, or repair - including painting and decorating, of public buildings or public works. Under these Acts Contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in area, as determined by Department of Labor. For prime contracts in excess of \$100,000 laborers and mechanics, including guards and watchmen, must be paid at least 1.5 times regular rate of pay for hours worked over 40 in a workweek. Overtime provisions of Fair Labor Standards Act may also apply to DBA contracts. All projects where construction costs in excess of \$2,000.00 are awarded by grantees and sub-grantees, must include this signed statement of compliance upon being awarded bid contract for contracts falling under above defined guidelines.

AMERICANS WITH DISABILITIES ACT

The undersigned agrees to comply with all Federal, State and Local ADA rules and regulations.

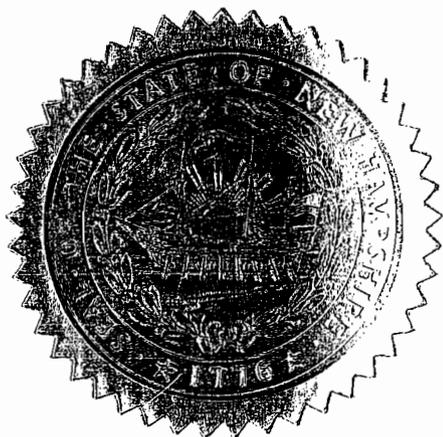
PAYMENT and PERFORMANCE BONDS

Contractor agrees to comply with The Miller Act bond requirement and NHRS 447:16. **A Payment Bond**, with a surety satisfactory for **protection of all persons supplying labor and material in carrying out work provided for in the contract**. Amount of **payment bond will equal total amount payable by terms of contract** unless officer awarding contract determines, in a writing supported by specific finds, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract **A Performance Bond** is required to cover costs of entire project and ensure project completion, should contractor fail to complete project, without additional funds being expended by NH Employment Security.

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 CONWAY OFFICE PRODUCTS, LLC is a New Hampshire limited liability company formed on April 12, 1976. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of March, A.D. 2013

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

William M. Gardner
Secretary of State

CONWAY OFFICE PRODUCTS, INC.
MEETING OF THE BOARD OF DIRECTORS
BY WRITTEN CONSENT

We, the undersigned, being all the directors of Conway Office Products, Inc., hereby consent in writing to the following action:

VOTED: This written consent shall take the place of the meeting of the directors and shall constitute a written waiver of notice thereof.

FURTHER

VOTED: From 3/05/13 to Present, Keith Clark,
Name
[Signature], Sales Manager,
Signature Title

of Conway Office Products, Inc. is hereby authorized to execute, submit, deliver and amend, on behalf of Conway Office Products, Inc., any and all documents or contracts in connection with NH Employment Security Xerox Copier (2) Maintenance agreement.

Intended Effective Dates applied October, 2012 through June, 2016.

Carl Tourigny, President

Name (s) & Title (s) of Authorizing Person (s) - not the person signing contract

Acknowledgement: State of NH, County of Hillsborough on
3/5/13, before the undersigned officer, personally appeared

Carl Tourigny

and

Keith Clark

Authorizing Person (s) - not the person signing contract

Person being Authorized - person signing contract

identified as President and Sales Manager
Title (s) of Authorizing Person (s) Title of Person being Authorized

or satisfactorily proven to be the person whose name is signed as

[Signature]

and

[Signature]

Signature of Authorizing Person (s)

Signature of Person being Authorized

above, and acknowledged that she/he/they executed this document in the capacity indicated.

Donna M. Perreault
Signature of Notary Public/Justice of Peace

[Seal]

Donna M. Perreault, Notary Public
Name & Title of Notary Public/Justice of Peace

6/25/13
Commission Expires

CERTIFICATE OF VOTE
CONWAY OFFICE PRODUCTS, INC.

From 3/5/13 to the present Carl Tourigny,
Date Printed Name of Authorizing Person - Not the person signing the contract

[Signature], President
Signature Title

of Conway Office Products, Inc. hereby authorizes Keith Clark,
Printed Name of Person being Authorized - Person signing contract

[Signature], Sales Manager
Signature Title

to execute, submit, deliver and amend, on behalf of Conway Office Products, Inc. any and all documents or contracts in connection with NH Employment Security Xerox Copier (2) Maintenance agreement. Intended effective dates: October, 2012 through June 30, 2016.

Acknowledgement: State of NH, County of Hillsborough on

3/5/13, before the undersigned officer, personally appeared

Carl Tourigny and Keith Clark
Authorizing Person- Not person signing contract Person being Authorized - Person signing the contract

identified as

President and Sales Manager
Title of Authorizing Person Title of Person being Authorized

or satisfactorily proven to be the person whose name is signed as

Carl Tourigny and Keith Clark
Authorizing Person Person being Authorized

above, and acknowledged that she/he/they executed this document in the capacity indicated.

[Signature]
Signature of Notary Public/Justice of Peace

[Seal]

Donna M. Perreault, Notary Public 6/25/13
Name & Title of Notary Public/Justice of Peace Commission Expires



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2012

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 Seacrest Partners, Inc. 3565 Piedmont Rd NE Bldg 2 Suite 540 Atlanta GA 30305	CONTACT NAME: Marie Bearden PHONE (A/C, No, Ext): (404) 602-5678 FAX (A/C, No): (404) 602-5661 E-MAIL ADDRESS: marie.bearden@seacrestpartners.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B</td> <td>National Union Fire Ins Co Pitt</td> <td>19445</td> </tr> <tr> <td>INSURER C</td> <td>Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Hartford Fire Insurance Company	19682	INSURER B	National Union Fire Ins Co Pitt	19445	INSURER C	Trumbull Insurance Company	27120	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A	Hartford Fire Insurance Company	19682																			
INSURER B	National Union Fire Ins Co Pitt	19445																			
INSURER C	Trumbull Insurance Company	27120																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Conway Office Products 10 Capitol Street Nashua NH 03063-1007																					

COVERAGES **CERTIFICATE NUMBER:** 13-14 All Coverage **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			20 CSE S24102	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			20 CSE S24103	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		13273495	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 20,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 20,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20 WN S24100	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER helen.a.dinsmore@nhes.nh.g New Hampshire Employment Security 32 South Main Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Paddison/CNIX
---	---

NH Employment Security
Full Maintenance for Xerox Copier (2)
BID OPENING 8/27/2012 2:00 PM
1 RFP Distributed; 1 Database Response; 1 Bid Submitted

Vendor Bid Ascertained Via	Vendor Information	Bid	Reason for not Bidding on Project
Conway Office Solutions, Inc. David Febonio NHES Database Distribution Date: 8/24/12	10 Capitol St., PO Box 6060 Nashua, NH, 03063 dfebonio@conwayoffice.com Phone: 800-343-7777 x 2266 Cell Phone: 603-889-1665	\$0.005 Base clicks = 30,000; overage/base rate = .005per \$150 per qutr \$150 per quarter for both copiers, \$600 per year	

