



**New Hampshire
Employment
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

32 SOUTH MAIN STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

November 14, 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 Toshiba Business Solutions (VC 174565), Wilmington, MA in the amount not to exceed \$18,000.00 for full service maintenance coverage of nine (9) Toshiba copiers 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 2014 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

	FY 2014	FY 2015	FY 2016
10 - 02700 - 80400000 - 024 - 500227 Contract Repairs,	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Office Equipment			

Vendor Code: 174565 Toshiba Business Solutions
RQ #: 142819

EXPLANATION

NHES is requesting approval of the attached agreement for full service maintenance coverage of nine (9) Toshiba copiers. The contract total of \$18,000.00 is for a three-year period (\$6,000.00 per year) beginning with Governor and Council approval through June 30, 2016 with the option to renew for one additional three year term upon consent of both parties and subject to Governor and Council approval.

A competitive bid process was undertaken for full service maintenance of coverage of nine (9) Toshiba copiers at various NHES offices. A "Request For Proposal" (RFP) was sent to four (4) vendors, all of which were obtained from an agency vendor database as there were no responses to our various advertisements. One vendor submitted a bid for full service maintenance coverage of nine (9) Toshiba copiers. A review of the submitted bid resulted in the selection of the only responding bidder for the selected products. An RFP list with bid responses is attached.

Respectfully submitted,

George N. Copadis
Commissioner

Attachments
GNC/jdr

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 upon request of individuals with disabilities

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

Subject:

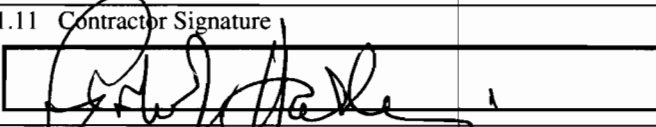
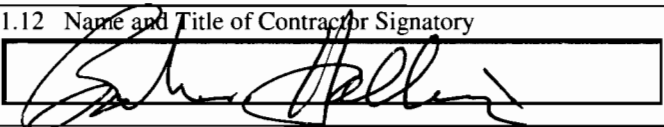
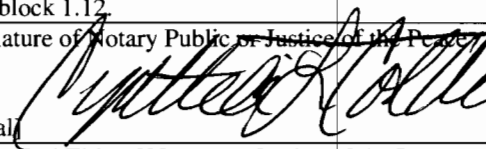
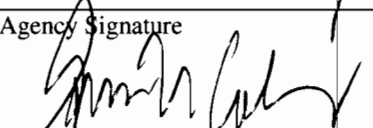
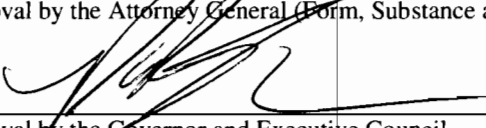
Full Service Maintenance Agreement Nine (9) Toshiba Copiers

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 Toshiba Business Solutions VC# 174565		1.4 Contractor Address 2800 Research Drive, Wilmington, MA, 01887	
1.5 Contractor Phone Number (603) 644-7676	1.6 Account Number 010-027-8040-024-0225	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$18,000.00
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 	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8-29-13</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Cynthia L. Colburn			
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: 11/13/13			
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.

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

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, NINE (9) TOSHIBA 20PPM-35PPM COPIERS

For purposes of understanding scope of services required through this contract, NH Employment Security owns and requests full service maintenance on nine (9) copiers with integrated fax units and network printing, located in New Hampshire areas only. Copiers may be moved to different locations within NH during this contract. TOSHIBA machines purchased after this contract takes effect may be added at the same rate defined in this contract.

SCOPE

This document indicates specific services, materials, products, labor, tools, equipment and/or transportation necessary to provide all phases of Full Service Maintenance Agreement for nine (9) copiers with integrated fax unit at NH Employment Security facilities across the state.

DESCRIPTION OF WORK

TOSHIBA Business Solutions, hereinafter referenced as Contractor, will provide Full Service Maintenance for nine (9) copiers with integrated fax unit at NH Employment Security facilities across the state. Maintenance includes but is not limited to:

- ☐ Minimum functional requirements of service dictate Contractor will provide 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 when requested by NH Employment Security, with no limit on the number of service calls placed by NH Employment Security.
 - 1.) Contractor must provide certified, trained TOSHIBA technicians for Copier service.
 - 2.) Technicians are required to contact service location within one hour, to provide an estimated time of arrival. Such time should not be greater than 4 hours.
 - 3.) All maintenance, supplies, parts and labor are to be included in quarterly base charge and overages of full service maintenance agreement, excluding staples.
 - 4.) Contractor must have website or e-mail system for ordering toner* and placing service calls. **All supplies must be genuine TOSHIBA supplies and FOB Destination.*
 - 5.) Contractor must have website or e-mail system for meter read reporting for submission of quarterly meter reads. Meter reads will be submitted the last week of the month in September, December, March, and June. No other time frame will be accepted.
 - 6.) Contractor is **not** allowed to charge for parts or labor that may need immediate replacement, due to lack of service from previous vendor.
 - 7.) This is a full service maintenance agreement. NH Employment Security will not pay or be responsible to pay for any mileage or travel time for any services requested or performed.
 - 8.) Contractor may be required to move equipment to different locations within New Hampshire. Such moves will be billable by Contractor at the prevailing rates.

Full Service Maintenance for Nine (9) TOSHIBA Copiers as Listed

LOCATION	MODEL	SERIAL #	ID #
Concord	E Studio 203L	SCQL722751	TU413
Concord	E Studio 203L	SCQB824788	TU417
Concord	E Studio 203L	SCQA824647	TU410
Concord	E Studio 203L	SCQA824118	TU407
Conway	E Studio 203L	SCQL723677	TU411
Keene	E Studio 203L	SCQA824649	TU408
Littleton	E Studio 203L	SCQA824611	TU409
Concord	E Studio 350	SCPC415872	TG989
Concord	E Studio 350	SCPC415886	TH041

EXHIBIT B

INVOICING REQUIREMENTS

Contractor agrees to provide NH Employment Security with services indicated in Exhibit A of this agreement at prices quoted in RFP and shown below.

Contractor agrees to perform specified services in a professional manner and in accordance with specifications.

Contractor will direct questions/issues regarding technical aspects of work to NH Employment Security Project Manager for this contract, Doug Hamer. Mr. Hamer can be reached via his email, douglas.s.hamer@nhes.nh.gov, or his office phone, 603-228-4131.

Contract will be in effect for a three year period beginning with Governor and council approval through 11:59 PM June 30th 2016 Any request for service placed by NH Employment Security within time period of this contract, even up to the last minute, will be covered according with terms described herein.

Contract may be renewed for one additional term of three years by written mutual agreement between Contractor and NH Employment Security. Any such contract extension will be subject to New Hampshire Governor and Council approval.

If NH Employment Security should decide to replace or retire any listed equipment within contract period, full service maintenance for replaced or retired equipment will be removed from contract within fourteen (14) working days of written notification to Contractor. After such time NH Employment Security will not be responsible for any full service maintenance charges of replaced or retired equipment.

Annual cost for Nine (9) TOSHIBA 203PPM-35PPM Copiers	\$6,000.00
Quarterly Base Charge 135,000 clicks = \$1,336.50	
Annual Base Charge, includes 540,000 clicks @ \$0.0099 per click =	\$5,346.00
Annual Overage Allowance, after 540,000 clicks @ \$0.0099 per click =	\$ 654.00
TOTAL CONTRACT NOT TO EXCEED	\$18,000.00

INVOICE

Contractor will invoice quarterly for 135,000 base clicks and overages. Base amount cannot be changed, even if machines are added or removed. No minimum amount of clicks may be charged to individual machines. Overages rate can be no greater then base rate.

Invoices will be sent to: **Helen A. Dinsmore**
NH Employment Security
32 South Main St
Concord, NH, 03301

EXHIBIT C

TERM & EXTENSION

This agreement begins upon G&C approval and terminates June 30, 2016.

SAFETY

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, at his expense wherever necessary or required, furnish safety devices and take necessary precautions to protect life and property.

Work performed will be compliant with current State and Federal safety regulations and standards including, but not limited to, OSHA and U.S. Department of Labor to ensure safety of worker, NH Employment Security staff and the general public.

TERMINATION

Either party may terminate this agreement at any time. Terminating party must give written notice of termination, by certified mail, at least thirty days (30) prior to effective termination date. If Contractor fails to perform services this agreement will, without notice, become void and of no effect, with no liability on the part of NH Employment Security beyond date Contractor fails to perform required services.

DAMAGE

Contractor will agree damage to buildings, materials, equipment, grounds or other property during performance of services will be repaired at his expense. Contractor will agree to return buildings, materials, equipment, grounds or property to original or better condition and acceptance by NH Employment Security representative. Contractor will agree to obtain prior approval of NH Employment Security representative for sub-contractor performing repair work.

CONFIDENTIALITY & CRIMINAL RECORD

Contractor and employees will sign and submit STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726), and CRIMINAL RECORDS FORM (DES 2135), prior to any work being done. During the course of this agreement any personnel scheduled to enter NH Employment Security must have these forms in place prior to entrance. Criminal Records checks are \$25 for each employee. Contractors assume this fee.

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

Contractor certifies 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 changes in this status.

SUB-CONTRACTING

Contractor must submit names of all sub-contractors used in performance of work for approval by NH Employment Security representative. If a sub-contractor refuses to perform, Contractor may substitute another sub-contractor for the same or a lower price, but cost savings must be rebated to NH Employment Security.

ACCEPTANCE OR REJECTION BY NH EMPLOYMENT SECURITY

NH Employment Security reserves the right to accept or reject proposals.

DAVIS-BACON ACT

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/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 the area, as determined by Department of Labor.

AMERICANS WITH DISABILITIES ACT

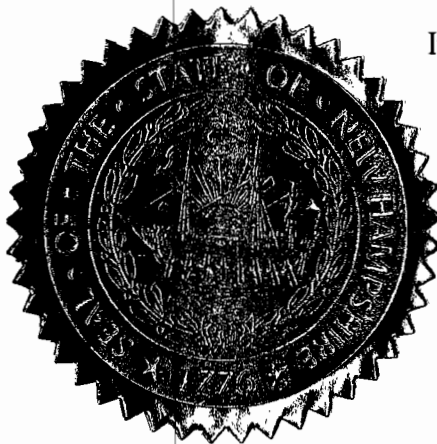
Contractor will agree to comply with all Federal, State and Local ADA rules and regulations.

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 Toshiba Business Solutions (USA), Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on October 8, 2010. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of November, A.D. 2013

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

William M. Gardner
Secretary of State

**UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS
TOSHIBA BUSINESS SOLUTIONS (USA), INC.
a Delaware corporation**

The undersigned, being all of the directors of Toshiba Business Solutions (USA), Inc., a Delaware corporation (the "Company"), hereby adopt the following recitals and resolutions by unanimous written consent thereto, effective as of January 1, 2011, in accordance with Section 141(f) of the Delaware General Corporation Law, hereby waiving all notice of and the holding of a meeting of the Board of Directors to act upon such resolutions.

AUTHORIZATION OF SIGNATORIES

WHEREAS, the Company currently has five regional presidents, namely Robert Greenhalgh, Steven Sauer, Mark Downing, Steve McCluhan and Robert Hallissy ("Regional Presidents").

WHEREAS, it is deemed to be in the best interests of the Company to authorize each of the Regional Presidents of the Company, in his capacity as a Regional President, to act as a signatory on behalf of the Company in connection with certain agreements, contracts and/or other transactions.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Company hereby approves and authorizes each of Robert Greenhalgh, Steven Sauer, Mark Downing, Steve McCluhan and Robert Hallissy or their respective designee to represent and execute on behalf of the Company (1) any sales and service contracts involving amounts less than \$1,000,000.00, (2) vendor agreements obligating the Company for amounts less than \$250,000.00, (3) employment offers in the name of and on behalf of the Company, and (4) general banking requirements as approved by Toshiba America Business Solutions' Chief Financial Officer, in his individual capacity as a Regional President, and, further

RESOLVED, that the appropriate officers of the Company are hereby authorized, empowered and directed, on behalf of the Company, to do or cause to be done any and all such further acts and things, to execute any and all such further documents as they may deem necessary, advisable or proper to effect the intent and accomplish the purposes of the foregoing resolution.

The actions taken by this Unanimous Written Consent shall have the same force and effect as if taken by the undersigned at a meeting of the Board of Directors of the Company duly called pursuant to the Bylaws of the Company and the Delaware General Corporation Law. This Unanimous Written Consent shall be filed with the minutes of the proceedings of the Board of Directors of the Company.

Unanimous Written Consent of the
Board of Directors of
TOSHIBA BUSINESS SOLUTIONS (USA), INC.
Dated: January 1, 2011

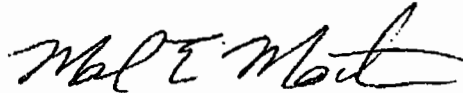
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[Signature page follows.]

Unanimous Written Consent of the
Board of Directors of
TOSHIBA BUSINESS SOLUTIONS (USA), INC.
Dated: January 1, 2011

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IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written
Consent as of the date first written above.



MARK MATHEWS



MICHAEL TORCASO



MIKIRO HIRANO



YUICHI NOZAWA



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/28/2013

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME:	PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:			
INSURED Toshiba America Business Solutions, Inc. Toshiba Business Solutions (USA), Inc. 9740 Irvine Blvd. Irvine CA 92618 USA	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Mitsui Sumitomo Insurance Co of America			20362
	INSURER B: Travelers Property Cas Co of America			25674
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 570050552314**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL2121604	07/01/2013	07/01/2014	EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	
	☒ POLICY ☐ PRO-JECT ☐ LOC							
A	AUTOMOBILE LIABILITY			BVR8405728	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ ANY AUTO			AOS	07/01/2013	07/01/2014	BODILY INJURY (Per person)	
	ALL OWNED AUTOS			BVR8405727	07/01/2013	07/01/2014	BODILY INJURY (Per accident)	
	☒ HIRED AUTOS			PA	07/01/2013	07/01/2014	PROPERTY DAMAGE (Per accident)	
	☒ \$1000 Coll Deduct			BVM8803033				
	☒ \$1000 Comp Deduct			MA				
A	☒ UMBRELLA LIAB			UMB5306478	07/01/2013	07/01/2014	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB						AGGREGATE	\$10,000,000
	DED ☐ RETENTION ☐							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3IFJUB1196R33313	07/01/2013	07/01/2014	☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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)

See Attached Named Insured Addendum

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Employment Security Attn: Ardie Heath 32 South Main St. Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc</i>



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Toshiba America Business Solutions, Inc.
POLICY NUMBER See Certificate Number: 570050552314		
CARRIER See Certificate Number: 570050552314	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Addendum

Policy Term: July 01, 2013 to July 01, 2014

Named Insured Includes:

Toshiba America Business Solutions, Inc.

Toshiba Business Solutions (USA), Inc. formally known as (listed below):

FKM Business Equipment, Inc. dba:
Toshiba Business Solutions-California/Nevada

Copyco, Inc. dba:
Toshiba Business Solutions-Florida/Georgia

Triple M Business Products, Inc. dba:
Toshiba Business Solutions-Kentucky/Illinois/Indiana

Business Equipment Group, Inc. dba:
Toshiba Business Solutions-AZ/CA/CO

Business Methods, Inc. dba:
Toshiba Business Solutions-New York/Michigan

AV Solutions

Hawaii Business Equipment, Inc.

Hotz Business Solutions, Inc. dba:
Toshiba Business Solutions-Missouri/Kansas

MBA of California, Inc. dba:
Toshiba Business Solutions-California

Stringer Business Systems, Inc. dba:
Toshiba Business Solutions-Minnesota

Connected Office Products, Inc.

Candle Business Systems, Inc. dba:
Toshiba Business Solutions-New York/New Jersey

Office Communication Systems, Inc. dba:
Toshiba Business Solutions-Texas

Offtech, Inc. dba:
Toshiba Business Solutions-New England

NH Employment Security PRINTERS/FAXES MAINTENANCE PROJECT

Bid Opening 5/28/13 2:00PM

RFPs Distributed to 4 Contractors: Newspaper, Internet, 1 NHES Database Response, 1 Bid Submitted

Vendor Bid Ascertained Via		Vendor Addresss	
Integrated Office Solutions Joe Tomaino	NHES Database	126 Hall Street, Concord, NH, 03301 joetomaino@ios-nh.com 603-224-0735	NO BID
Konica Minolta Business Solutions Bob Sullivan	NHES Database	Dept AT 952823, Atlanta, GA, 31192 rsullivan@kmbs.konicaminolta.us 603-898-4114	NO BID
Ricoh USA Steve Swanick	NHES Database	PO Box 827577, Philadelphia, PA, 19182 stephen.swanick@ricoh-usa.com 603-263-1914	NO BID
Toshiba Business Solutions Bob Koffink	NHES Database	1800 Research Drive, Wilmington, MA, 01887 9 Copiers: \$6,000 per yr., 540,000 clicks @ \$.0099 per robert.koffink@tbs.toshiba.com 603-644-7676	\$18,000 for 3 year contrat (\$6K x 3 = \$18K)

Ads: Union Leader; NH-PTAP, Construction Summary, Onvia, MyBid, Reed Business, IsQft, McGraw-Hill, Works In Progress, etc.
NHES Database: Bidders previously responding to similar NHES projects advertised in Newspaper or on Internet.