



**New Hampshire  
Employment  
Security**

[www.nhes.nh.gov](http://www.nhes.nh.gov)

*"We're working to keep New Hampshire working"*

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

August 10, 2016

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 a no-cost contract amendment with Integrated Office Solutions (VC# 162264), Concord, NH. This amendment will serve to add a single piece of equipment to our existing full service maintenance coverage agreement from the date of Governor and Council approval through June 30, 2019. 100% Federal funds.

The original competitively-bid contract was approved by the Governor and Council on June 29, 2016 as item #58A.

**EXPLANATION**

NHES is requesting approval of the attached no-cost contract amendment for full service maintenance coverage services. This amendment will serve to add a standard duplicator unit to the existing full service maintenance agreement.

Respectfully submitted,

George N. Copadis  
Commissioner

GNC/jdr  
Attachments

NEW HAMPSHIRE EMPLOYMENT SECURITY  
INTEGRATED OFFICE SOLUTIONS MODIFICATIONS  
CONTRACT AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council on June 29, 2016, Item #58A (hereinafter referred to as the "Agreement"), Integrated Office Solutions (hereinafter referred to as the "Contractor" or "IOS") agreed to supply certain services upon terms and conditions specified in the Agreement and in consideration of payment by New Hampshire Employment Security ("NHES") of certain sums as specified therein;

WHEREAS, pursuant to Agreement Part I, Section 18 (P-37, page 4): Amendment, the Agreement may be modified or amended by written instrument executed by parties thereto and approved by the Governor and Executive Council;

WHEREAS, IOS and NHES have agreed to amend the Agreement in certain respects;

WHEREAS, NHES wishes to make a minor scope modification by incorporating coverage of Standard Duplicator SD-650 Serial #F1821000008 to the full service contract in order to ensure all of NHES' maintenance needs are met;

WHEREAS no additional money will be added to this contract;

WHEREAS IOS has agreed to include the above referenced Standard Duplicator at rates shown in the Table below;

NOW THEREFORE, in consideration of the foregoing, and covenants and conditions contained in Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend EXHIBIT A by adding full service maintenance of Standard Duplicator SD-650, Serial # F1821000008, to contract in order to ensure NHES needs are met, and by including language allowing vendor to include cost and back-up paperwork on first invoice after amendment authorization;
2. Amend EXHIBIT B to include cost of full service maintenance of Standard Duplicator SD-650, Serial # F1821000008, at \$137.50 per quarter, monies coming from unused funds allowed for multi-function devices;

**Table 1**

<b>Contract PO# 1051492</b>	
<b>SECTION</b>	<b>AMENDED TEXT</b>
<b>EXHIBIT A</b>	Add to EXHIBIT A, under SCOPE OF SERVICES, page 1, wherein equipment serviced tables end, the following language:  1) Full Service Maintenance: Standard Duplicator SD-650, Serial # F1821000008 located at Tobey Building.
<b>EXHIBIT B</b>	Add to EXHIBIT B, under PRICING IN ACCORDANCE WITH RFP:

NEW HAMPSHIRE EMPLOYMENT SECURITY  
INTEGRATED OFFICE SOLUTIONS MODIFICATIONS  
CONTRACT AMENDMENT A

	1) Annual cost, Standard Duplicator SD-650 Serial # F1821000008, \$550.00; 2) Quarterly Base Charge = \$137.50; 3) Payment will be made from unused funds allowed for multi-function devices.
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Except as provided herein, all provisions of Agreement remain in full force and effect. This modification shall take effect upon approval by Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Joe Tomaino  
Joe Tomaino, President  
Integrated Office Solutions

Date: 8/5/16

Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this day, 5<sup>th</sup> of Aug 2016, before me, Joe Tomaino, the undersigned Officer Joe Tomaino, personally appeared and acknowledged himself to be President of Integrated Office Solutions, and that he, as President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

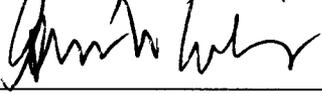
Lori M. Orsini  
Notary Public justice of the Peace

My Commission Expires:  
(SEAL)



NEW HAMPSHIRE EMPLOYMENT SECURITY  
INTEGRATED OFFICE SOLUTIONS MODIFICATIONS  
CONTRACT AMENDMENT A

New Hampshire Employment Security



George N. Copadis, Commissioner  
State of New Hampshire  
Department of Employment Security

Date: 8/5/17

Approved by the Attorney General (Form, Substance and Execution)



State of New Hampshire, Department of Justice

Date: 8/9/16

Integrated Office Solutions, Inc.  
Special Meeting of the Board of Directors

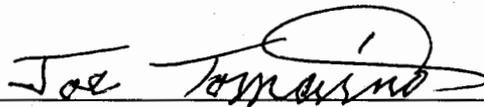
A Special Meeting of the Board of Directors was held on August 5, 2016:

**VOTED:** Joseph Tomaino, President of Integrated Office Solutions, is hereby authorized to execute, submit, deliver and amend, on behalf of Integrated Office Solutions any and all documents or contracts or addendums in connection with the Full Service Maintenance Agreement with New Hampshire Employment Security.

**Further**

**Voted:** The Intended Effective Dates of this authorization is August 5, 2016 through June 30, 2021.

No further action is taken by the Board of Directors.



Joseph Tomaino, Director



Lee Tomaino, Director

The foregoing Special Meeting of the Board of Directors has been received and filed with the corporate records of INTEGRATED OFFICE SOLUTIONS, INC.

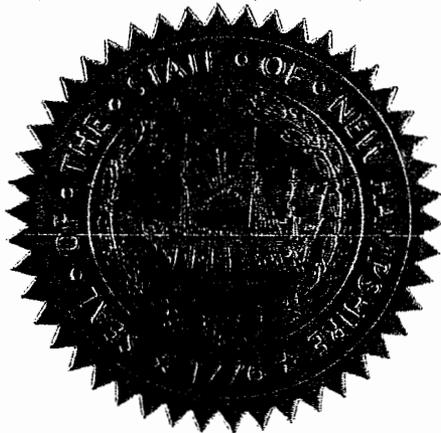


Stephen R. Goldman, Secretary

# 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 INTEGRATED OFFICE SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 11, 1997. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 9<sup>th</sup> day of June, A.D. 2016

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

William M. Gardner  
Secretary of State





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Employment  
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"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



#58A  
6/29/16

June 15, 2016

GEORGE N. COPADIS, COMMISSIONER  
RICHARD J. LAVERS, DEPUTY COMMISSIONER

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 Integrated Office Solutions (VC 162264), Concord, NH in the amount not to exceed \$27,000 for full service maintenance coverage of thirty-five (35) multi-function devices (printer/copier/fax) from July 1, 2016 or the date of Governor and Council approval, whichever is later, through June 30, 2019. 100% Federal funds.

Federal funding is available in State FY 2017 and is anticipated to be available in State FY2018 and State FY2019 upon the continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		<u>State Fiscal Year</u>		
		<u>2017</u>	<u>2018</u>	<u>2019</u>
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY			
10-02700-80400000-024-500227	Contract Repairs, Office Equipment	\$9,000	\$9,000	\$9,000
Vendor Code: 162264 Integrated Office Solutions				
RQ#: TBD				

EXPLANATION

NHES is requesting approval of the attached agreement for full service maintenance coverage of thirty-five (35) multi-function devices. The contract total of \$27,000 is for a three-year period (\$9,000 per year) beginning July 1, 2016 or upon Governor and Council approval, whichever is later, through June 30, 2019, with the option to renew for two additional one year terms upon consent of both parties and subject to Governor and Council approval.

A competitive bid process was undertaken for full service maintenance of thirty-five (35) multi-function devices at NHES's offices statewide A "Request For Bid" (RFB) was simultaneously posted to two (2) state websites. Additionally, NHES sent five (5) vendors, all of which were obtained from an agency vendor database, the RFB. One vendor submitted a bid for maintenance/repairs on the thirty-five (35) multi-function devices. A review of the submitted bid resulted in the selection of the only responding bidder for the selected products. An RFB list with bid responses is attached.

Respectfully submitted,

George N. Copadis  
Commissioner

Attachments  
GNC/jdr

NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY				
Request For Bid (RFB) NHES2016-08 FULL SERVICE MAINTENANCE AGREEMENT FOR DIGITAL COPIERS				
Bid Opening 06/01/2016 @ 2:30pm				
	Quarterly Base Charge 300,000 Clicks	Base Click Rate	Overage Click Rate	
1 Konica Minolta Business Solutions	NO RESPONSE	NO RESPONSE	NO RESPONSE	
2 Integrated Office Solutions	\$ 1,500.00	\$ 0.005	\$ 0.005	
3 Ricoh USA	NO RESPONSE	NO RESPONSE	NO RESPONSE	
4 Toshiba Business Solutions	NO RESPONSE	NO RESPONSE	NO RESPONSE	
5 United Business Machines	NO RESPONSE	NO RESPONSE	NO RESPONSE	
1 Bid Submitted				
5 Vendors Solicited				
NHES simultaneously posted the RFB to two (2) state websites.				

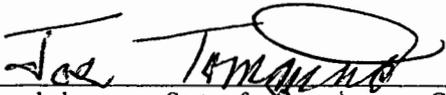
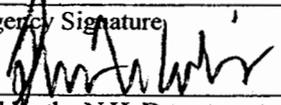
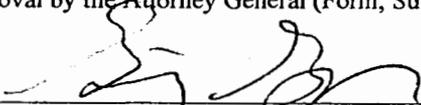
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Integrated Office Solutions		1.4 Contractor Address 126 Hall Street, Suite J, Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-3635	1.6 Account Number 10-027-8040-024-500227	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$27,000.00
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joe Tomaino, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Herrimack</u> On <u>6/13/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Alvin P. Bissen, Notary</u>			
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) (if applicable) By:  On: <u>6/15/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**

**I. SCOPE OF SERVICES**

The scope of services required by this Agreement includes full service maintenance on Thirty-Five (35) Multi-Functional Devices (MFD) described below and located in New Hampshire Employment Security's (NHES) offices as follows: Berlin (2), Claremont (2), Concord (14), Conway (3), Colebrook (1), Keene (1), Laconia (2), Littleton (1), Manchester (1), Nashua (2), Portsmouth (2), Salem (2), Somersworth (2). Copiers may be moved to different office locations within the State during this contract.

Location	Model	Serial #
Berlin	Kyocera Mita 2560	QAS0908888
Berlin	Kyocera Mita 420i F/P	QWG0806854
Claremont	Kyocera Mita 2560	QAS0908887
Claremont	Kyocera Mita 420i F/P	QWG0806881
Colebrook	Kyocera Mita 1650 F/P	AGK3111343
Concord	Kyocera Mita 1650 F/P	AGK3111340
Concord	Kyocera Mita 420i F/P	QWG0X08412
Concord	Kyocera Mita 420i F/P	QWG0X08405
Concord	Kyocera Mita 2050	AGJ3117310
Concord	Copy Star 3035	AJK3023996
Concord	Kyocera Mita 1650 F/P	AGK3081297
Concord	Kyocera Mita 2050	AGJ3130009
Concord	Kyocera Mita 1650 F/P	AGK3077410
Concord	Kyocera Mita 2560/P	QAS0908889
Concord	Kyocera Mita 2560/F	QAS0908897
Concord	Kyocera Mita 420i F/P	QWG0806818
Concord	Kyocera Mita 420i F/P	QWG0X08283
Concord	Kyocera Mita 420i F/P	QWG0X08443
Concord	Kyocera Mita 420i F/P	QWG0X08451

Contractor Initials J.I.  
Date 6/13/16

Conway	Kyocera Mita 420i F/P	QWG0Y09128
Conway	Kyocera Mita 2560	QAS0908885
Conway	Kyocera Mita 2050 F/P	AGH3081152
Keene	Kyocera Mita 2560/P	QAS0708323
Laconia	Kyocera Mita 2560/P	QAS0908896
Laconia	Kyocera Mita 420i F/P	QWG0806865
Littleton	Kyocera Mita 2560/P	QAS0908892
Manchester	Kyocera Mita 2560	QAS0608113
Nashua	Kyocera Mita 2560	QAS0608112
Nashua	Kyocera Mita 420i F/P	QWG0806863
Portsmouth	Kyocera Mita 2560	QAS0908875
Portsmouth	Kyocera Mita 420i F/P	QWG0806851
Salem	Kyocera Mita 420i F/P	QWG0806846
Salem	Kyocera Mita 2560	QAS0908886
Somersworth	Kyocera Mita 2560/P	QAS0908884
Somersworth	Kyocera Mita 420i F/P	QWG0806813

**II. MINIMUM FUNCTIONAL REQUIREMENTS OF THE SERVICE**

**This full service maintenance contract includes the following minimum functional requirements:**

1. Services to be provided by the Contractor under this full service maintenance agreement shall include:

Onsite service from 8:00 a.m. to 5:00 p.m., five (5) days per week, Monday through Friday as and when requested by the agency. There is no limit on the number of service calls to be placed by NHES under the agreement.

2. The Contractor must provide certified, trained Kyocera Mita technicians to provide the requested services.

Contractor Initials J.T.  
Date 6/23/16

3. Technicians are required to contact the service location within one hour to provide an estimated time of arrival. The service call window should not be greater than four (4) hours altogether.
4. All maintenance, supplies, parts and labor are included in the quarterly base charge and overages of the full service maintenance agreement (excluding staples). Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time.
5. The Contractor must maintain a website or e-mail system for ordering toner\* and placing service calls.  
*\*All supplies must be genuine Kyocera supplies and FOB Destination.*
6. The Contractor must maintain during the contract period a website or e-mail system for meter read reporting for the submission of quarterly meter reads. Meter reads will be submitted at the last week of the month on the months of September, December, March, and June. No other time frame will be accepted.
7. The Contractor may not be allowed to charge for parts or labor that may need immediate replacement due to lack of service from the previous Contractor. **(N/A)**
8. This is a full service maintenance agreement. The State of New Hampshire/NHES shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed.
9. The Contractor may be required to move equipment to different locations within the state of New Hampshire. Such moves will be billable by Contractor at the prevailing rates.

The Contractor agrees to provide NHES the services indicated above at prices quoted in the RFB and incorporated in Exhibit B of the Agreement. Services will be provided in a professional manner, in accordance with the specifications listed above. Should NHES replace or retire listed equipment, the Contractor will be notified in writing. Full service maintenance for replaced or retired equipment will be cease within fourteen (14) working days of written notification to the Contractor. After such time, NHES will not be responsible for any full service maintenance charges for replaced or retired equipment.

### **III. NHES POINT OF CONTACT**

NHES Supervisor of Reprographics Equipment II, Douglas Hamer, will be the primary contact for this Agreement. Mr. Hamer can be reached at: [Douglas.A.Hamer@nhes.nh.gov](mailto:Douglas.A.Hamer@nhes.nh.gov) or by telephone at 603-228-4131.

Contractor Initials J.T.  
 Date 6/13/16

**EXHIBIT B**

**I. PRICING IN ACCORDANCE WITH RFB**

The Contractor agrees to provide NHES with services indicated in **Exhibit A** of this Agreement at prices quoted in the RFB and as shown below. The Contract is for a three (3) year term beginning July 1, 2016 or upon Governor & Council approval, whichever is later, and continuing through June 30, 2019. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

Cost for thirty-five (35) Kyocera Mita/CopyStar Copiers	
[Quarterly Base Charge for 300,000 clicks: \$1,500.00]	
Annual Base Charge for 1,200,000 clicks:	\$6,000.00
Annual Overage Allowance after 1,200,000 clicks @ \$0.005 per click:	\$3,000.00
 Total Contract Not to Exceed for a three year term:	 \$27,000.00

**II. INVOICES**

The Contractor will invoice quarterly for Kyocera Mita/Copy Star 300,000 base clicks and any overages. No minimum amount of clicks may be charged to individual machines.

NHES will make payment within thirty (30) days following receipt of approved invoices in accordance with the normal State payment process.

Invoices should be sent to:

Jill Revels, Business Administrator  
New Hampshire Employment Security  
Fiscal Management Section  
45 South Fruit Street  
Concord, NH 03301

Contractor Initials J.J.  
Date 6/12/16

**EXHIBIT C**

**ADDITIONAL PROVISIONS**

**1. TERMS & EXTENSION**

The agreement will begin July 1, 2016 or upon Governor and Council approval, whichever is later, and terminate June 30, 2019 unless terminated sooner as provided for in applicable contract documents.

**2. CONTRACT DOCUMENTS**

Standard terms and conditions are set forth in the Standard State Contract form, P-37. In the case of any conflict in terms between Exhibit C and the P-37, the provisions of the P-37 form will control.

**3. TERMINATION FOR CONVENIENCE**

If Contractor fails to perform services as required, this agreement may be terminated for cause as provided in the P-37 contract form. Either party may terminate this agreement for convenience at any time prior to effective date of termination by giving sixty (60) days advance written notice of intent to terminate to the other party.

**4. CONFIDENTIALITY AND CRIMINAL RECORD**

Contractor and each of its employees working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work under this Agreement. There is a fee for each background check required, which must be paid by the Contractor.

**5. DAMAGE**

Contractor agrees that any damage to building(s), materials, equipment or other property during performance of its services will be repaired at its expense. Contractor agrees to return all buildings, materials, equipment or property affected by the Contractor's work to their original condition or better. Contractor agrees to obtain approval of NH Employment Security representative assigned to project for any sub-contractor performing such repair work.

**6. INSURANCE**

Contractor will furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 per incident. Contractor agrees to maintain workers' compensation and employer's liability insurance for all Contractor employees engaged in the performance of the agreement and provided updated certificates for such coverage.

Contractor Initials J.T.  
Date 6/13/16

**7. SUB-CONTRACTING**

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

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

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

**9. 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 the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

**10. AMERICANS WITH DISABILITIES ACT**

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

**11. NON-DISCRIMINATION**

In connection with the furnishing of services under the contract resulting from the RFB, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws.

During the term of the contract resulting from the RFB, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

Contractor Initials

Date

J.J.  
6/12/16

Integrated Office Solutions, Inc.  
Special Meeting of the Board of Directors

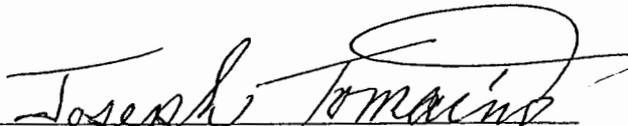
A Special Meeting of the Board of Directors was held on June 1, 2016:

**VOTED:** Joseph Tomaino, President of Integrated Office Solutions, is hereby authorized to execute, submit, deliver and amend, on behalf of Integrated Office Solutions and all documents or contracts or addendums in connection with the Full Service Maintenance Agreement with New Hampshire Employment Security for Digital Copiers.

**Further**

**Voted:** The Intended Effective Dates of this authorization is June 1, 2016 through June 30, 2021.

No further action is taken by the Board of Directors.

  
\_\_\_\_\_  
Joseph Tomaino, Director

  
\_\_\_\_\_  
Lee Tomaino, Director

The foregoing Special Meeting of the Board of Directors has been received and filed with the corporate records of INTEGRATED OFFICE SOLUTIONS, INC.

  
\_\_\_\_\_  
Stephen R. Goldman, 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 INTEGRATED OFFICE SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on February 11, 1997. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 9<sup>th</sup>. day of June, A.D. 2016

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/09/2016

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 Sentry Insurance Company 1800 North Point Drive Stevens Point, WI 54481	CONTACT NAME: Sentry Customer Service	FAX (A/C, No): 800-514-7191
	PHONE (A/C, No, Ext): 800-295-6919	EMAIL ADDRESS: businessproducts_direct@sentry.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : SENTRY INSURANCE A MUTUAL COMPANY		24988
INSURED INTEGRATED OFFICE SOLUTIONS INC 126 J HALL ST CONCORD, NH 03301	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES                      CERTIFICATE NUMBER: 0024                      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	<input checked="" type="checkbox"/> BUSINESSOWNERS LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			44-88056-01	03/20/2016	03/20/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			44-88056-07	03/20/2016	03/20/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED                      RETENTION \$			44-88056-02	03/20/2016	03/20/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	44-88056-03	03/20/2016	03/20/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to attached

### CERTIFICATE HOLDER

NEW HAMPSHIRE EMPLOYMENT SECURITY  
ATTN: JILL REVELS  
45 S FRUIT ST  
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