

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: Steven Blanchette
Telephone: 603 271-2720
Email: sblanchette@dot.state.nh.us

RE: Bid Invitation Name: COLOR PRINTER/SCANNER/COPIER LEASE WITH FULL SERVICE MAINTENANCE AGREEMENT
Bid Number: NHDOT GRAPHICS 14-02
Bid Posted Date December 11, 2015
Bid Opening Date and Time: JANUARY 6, 2016 @ 11:00 AM (EST)

[Insert name of signor]_____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # NHDOT GRAPHICS 14-02 for LEASE OF A COLOR PRINTER/SCANNER/COPIER LEASE WITH A FULL SERVICE MAINTENANCE AGREEMENT at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the ____ day of _____, 2015, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

**REQUEST FOR BID FOR COLOR PRINTER/SCANNER/COPIER LEASE WITH
FULL SERVICE MAINTENANCE AGREEMENT FOR
THE STATE OF NEW HAMPSHIRE – DEPARTMENT OF TRANSPORTATION**

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for the Lease of a Color Printer/Scanner/Copier with Full Service Maintenance Agreement to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:

All bids must be submitted on this form (or an exact copy), must be typed or clearly printed in ink, and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Department of Transportation by email to sblanchette@dot.state.nh.us. All bids must be clearly marked with bid number, date due.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2720

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

12/11/2015	Bid Solicitation distributed on or by
12/18/2015	Last day for questions, clarifications, and/or requested changes to bid
01/06/2016	11:00 (EST) AM Bid Opening
01/13/2016	Estimated Notification(s) to Award to apparent low bidder/s

SPECIFICATIONS:

COMPLETE SPECIFICATIONS REQUIRED ARE DETAILED IN **SCOPE OF SERVICES** IN THIS BID. IN RESPONDING TO THE BID, THE VENDOR SHALL ADDRESS ALL REQUIREMENTS FOR INFORMATION AS OUTLINED.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and will not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

The Vendor's signature on a bid submitted in response to this request guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

LIABILITY:

The State shall not be held liable for any costs incurred by Vendor(s) in the preparation of bid(s) or for work performed prior to contract issuance.

CERTIFICATE OF INSURANCE:

Prior to being awarded a contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders 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. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire prior to the issuance of a contract. Vendors shall comply with the certifications below throughout the term of any contract which results from this bid. Failure to comply shall be grounds for the termination of any contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to any award, Vendor **MUST** have a completed Vendor Application and Alternate W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract, will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of

Department Records Form and a Criminal Authorization Records Form. These forms shall be returned to the individual using agency prior to the start of any work.

INVOICING:

Please see Section 16.0 Invoicing Requirements for invoicing specifics.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted in writing to Steven Blanchette, Supervisor of Reprographic Operations II, New Hampshire Department of Transportation, at sblanchette@dot.state.nh.us. All requests, questions, and clarifications shall be submitted no later than the date and time indicated in the "TIMELINE" section of this bid.

The Vendor shall include complete contact information including the Vendor's name, telephone number, fax number and e-mail address.

BID DUE DATE:

All bid submissions shall be received at the Department of Transportation no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Department of Transportation will post on the Purchase & Property web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The website address is:
<http://das.nh.gov/Purchasing/vendorresources.asp>.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on the website at:
<http://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the NH Department of Transportation with the bid response.

In preparation of your bid response, you shall:

- Complete the pricing information in the "Offer" section; and
- Complete all other required information on your offer; and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page must be notarized to be an official submission.

IF AWARDED A CONTRACT:

The Contractor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signor
- Section 1.13 Acknowledgement
- Section 1.13.1 Signature of Notary Public or Justice of the Peace
- Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

BID PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, processing charges, delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time (to include writing them separately in the RFB "Offer" section). Any and all charges **must be built into your bid price** at the time of the bid.

AWARD:

The State is requesting that Vendors provide pricing using the two different sets of criteria (see Bid Response Page). The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest price. The State may select the lease option that best meets its operational needs and budget requirements.

It is the State's understanding that a bid may be submitted by two partnering entities: an equipment manufacturer/dealer and a leasing entity. That leasing/financing entity may be the financial division of the manufacturer/dealer. In the case where there are two partnering entities it may become necessary to issue two contracts, one for the financing entity for the lease of the equipment and a second for the provider of the Full Service Maintenance Agreement.

The Contract for the lease would have a set monthly payment for the period of the lease. The Contract for the Full Service Maintenance Agreement would have a set monthly payment and an allowed monthly adjustment for any overage.

The State reserves the right to reject any or all bids or any part thereof. If an award is made it shall be, in the form of a contract incorporating Form P-37 (attached).

Any resulting contract(s) shall become effective on the date approved by the Governor and Executive Council.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening, only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <http://das.nh.gov/purchasing>.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the service. Call Steven Blanchette at (603) 271-2720 to make an appointment to view the site of the intended installation. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete service.

SCOPE OF SERVICES

REQUEST FOR BID:

LEASE OF COLOR PRINTER/COPIER WITH FULL SERVICE MAINTENANCE AGREEMENT

1.0 PURPOSE

1.1 The purpose of this Request for Bid is to establish a contract to lease a Color Printer/Copier with print, scan and copy capabilities (hereafter referred to as "Device"). Contract shall include lease of Device, installation, training, full service maintenance and supplies for the life of the agreement.

1.2 Bid offers are requested on two different lease scenario options:

A) 5 year lease to own (\$1.00 buyout at lease end) with 5 years Full Service Maintenance Agreement (hereafter abbreviated as FSMA).

B) 5 year lease with 5 years FSMA. Vendor retains ownership and removes Device at lease end.

1.3 Pricing for the FSMA in both leasing scenarios is requested to be expressed as a flat monthly rate for specific monthly B&W and color click allowances, plus a per-click charge rate for over-allowance B&W impressions and a per-click charge rate for over-allowance color impressions.

1.4 Bidders may offer more than one equipment model that meets or exceeds the minimum functional requirements set forth below. For each equipment/price scenario offered, please submit full technical specifications and confirmed pricing plans.

1.5 Specifications follow for the Device, its installation, the full service maintenance coverage, invoicing and removal if applicable.

2.0 CLIENT/LOCATION

2.1 Bidder's offer must be based on all equipment, training, service and parts delivered FOB Destination, freight prepaid, to:

New Hampshire Department of Transportation Print Shop

7 Hazen Drive

Concord, NH 03301

2.2 Bid amounts must include delivery of all equipment, services, parts and supplies to this location.

3.0 GENERAL REQUIREMENTS SUMMARY

3.1 Offered Device must provide these primary operations:

- Print in B&W or full color as needed from electronic files;
- Scan to electronic file from hard copy;
- Photocopy in B&W or full color as needed from hard copy originals.

3.2 Reproduction technology: CMYK LED toner-based printing.

3.3 A minimum output speed of 60 or more letter-size (8 ½ x 11) impressions per minute is required.

3.4 A rated monthly duty cycle of 300,000 or more pages per month is required.

3.5 A print resolution of 1200 x 1200 dpi or higher is required.

3.6 Model must be a stable product that has been tested for not less than six (6) months before being placed in the U.S. market and shall have been available in the U.S. market for at least one (1) year.

3.7 Device must not be a discontinued model or a model no longer in production at the time of bid submission.

3.8 Supplied Device and all its subsystems and parts must be brand new. No demos, refurbished, remanufactured or used equipment allowed.

3.9 Device must include all parts, boards, and internal software to enable all printing, copying and scanning functions.

3.10 Device must be Energy Star® compliant and have automatic power saving modes to conserve power when Device has been inactive for a maximum of ten (10) minutes. These modes shall automatically power up the Device when sensing interaction from the End User.

3.11 Device must have or be supplied together with dedicated electrical surge protector(s) of sufficient power capacity and appropriate joule rating to provide credible protection for the Device.

3.12 Device must be able to print without difficulty on recycled paper having 30% postconsumer waste content.

4.0 USER INTERFACE & FUNCTIONS

4.1 Device must have a touch screen control panel interface.

4.2 User interface must provide the ability to restrict walk-up use of the Device by requiring user authentication via a user name & password, a user code or other secure identifier.

4.3 Device must have the ability to be shared among End Users through a network environment as a peripheral device.

4.4 Other user-selectable features shall include:

Auto Zoom, Combine Originals, Copy Density, Frame Center Erase, Image Centering, Image Repeat, Non-Image Area Erase, Page Margin, Power Save, Proof, Remote Monitor, Reserve Job, Rotation, Separate Scan Mode, Simplex, Duplex, Stamp, Tab Paper, Timer Settings.

Auto Paper Select, Auto Low Power, Auto Reset, Auto Shut Off, Job List, Manual Shut Off, Mode Memory, Interrupt Copying,

5.0 PAPER FEED

5.1 Device must support paper sizes from 5 ½" x 8 ½" minimum to 13" x 19" inches maximum.

5.2 Device must automatically detect paper size placed in drawer(s).

5.3 Device must allow operator to designate default drawer access.

5.4 Device must be able to handle paper weights as low as 62 GSM and as high as 300 GSM or higher.

5.5 Device must have a total feeder capacity of at least 6,000 sheets of 20# copy paper, including at least 4,500 that are vacuum-fed.

5.6 Device must allow refilling of empty paper drawer(s) while machine is operating.

5.7 Device must be able to feed recycled paper having 30% postconsumer waste content without difficulty.

5.8 Device must have a paper heater/humidifier.

6.0 NETWORK PRINTER

6.1 Must offer a top print resolution of 1200 x 1200 DPI or higher with 8 bit/256 gradations.

6.2 Must have a minimum print speed of 60 simplex images per minute on 8 ½" x 11" 20# paper.

6.3 Must offer a minimum image size of 5 ½" x 8 ½" or smaller; and a maximum image size of 12" x 18" or larger.

6.4 Must allow on-demand printing directly from End User's pc desktop utilizing a built-in Print Controller that affords the following print features:

6.4.1 Choice of simplex or duplex printing.

6.4.2 Choice of paper size.

6.4.3 Choice of paper drawer.

6.4.4 Choice of paper orientation.

6.4.5 Choice of finishing.

6.4.6 Viewing of print status.

6.4.7 Cancellation of print jobs.

7.0 PHOTOCOPIER

7.1 Device must be able to reproduce from hard copy originals.

7.2 Device must have Auto Paper Sensing (APS) to detect size(s) of standard-sized originals and output on like-sized paper.

7.3 Device must provide copy options of 1:1, 1:2, 2:1, and 2:2 (single-sided to single-sided, single-sided to double-sided, double-sided to single-sided and double-sided to double sided).

7.4 Minimum required print speed: 60 simplex images per minute on 8 ½" x 11" 20# paper.

7.5 Required print resolution: 1200 x 1200 DPI or better with 8 bit/256 shades of gradation.

7.6 Platen must be able to handle originals up to at least 11" x 17".

7.7 Device must offer zoom reduction or enlargement over a range of 25-400%.

7.8 Device must allow End users to cancel photocopier jobs immediately to reduce excess paper waste.

8.0 SCANNER

8.1 Device shall have an integral scanner that permits manual scanning from a platen as well as automatic duplex scanning through a Duplexing Automatic Document Feeder (DADF) or Reversing Automatic Document Feeder (RADF)

8.2 Scan resolution of 600 x 600 dpi. Magnification Range of 25%-400%. Menu of exposure modes must include settings for Text, Text-Photo, Photo, Low Contrast and Maps.

8.3 Scanner must be able to scan originals up to at least 11" x 17" size.

8.4 Automatic document feeder must be able to scan 60 Originals Per Minute or faster with 100 sheet capacity or better. It must be capable of scanning 2-sided originals with mixed original detection. It must be able to handle standard sizes of 5 ½" x 8 ½", 8 ½" x 11", 8 ½" x 14" and 11" x 17".

8.5 Scans shall not be counted as meter clicks. Meter clicks shall only accrue for physical images reproduced with toner on paper or other substrates.

9.0 FINISHING

9.1 Device must have a post inserter with a minimum capacity of 200 sheets.

9.2 Device must have a 100 sheet Stapler with multi-position options.

9.3 Device must have a Multi-Folding Unit with six (6) fold patterns.

9.4 Device must have a Saddlestitch Bookletmaker.

9.5 Device must have a 2/3-Hole Punch.

10.0 TECHNOLOGY

10.1 Device shall have an internal embedded Fiery Controller with Intel Pentium Processor 2.9 GHz or faster.

10.2 Device shall have a minimum 500 Gigabyte (GB) Hard Disk Drive.

10.3 Device must have a minimum of 2 GB RAM.

10.4 Device shall use only one network connection for network printing and scanning.

10.5 Device shall accommodate Ethernet 10-Base T/100-TX (Cat 5) and USB connection options.

10.6 Minimum protocol support: Adobe® Postscript® 3™, Encapsulated PostScript (EPS), PDF/x-1a, PDF/x-3, PDF/x-4, MS Office document formats .doc, .docx, .xls, .ppt, .pub.

10.7 Minimum Operating System Compliance: Windows®7, future Windows® or Linux operating systems.

10.8 Print drivers must be upgradable and such upgrades shall be routinely included as a normal function of Full Service Maintenance.

11.0 DELIVERY

11.1 Contract awardee shall provide F.O.B. delivery, freight prepaid, of the Device and any accompanying parts or supplies to the address given in section 2.1.

11.2 Delivery shall be made within twenty (20) working days after receipt of order.

11.3 The shipment must be securely and properly packaged, skidded, tied, etc. according to responsible and accepted commercial practices without extra charge for same. Packages shall be clearly marked with the Bid number, delivery address and any other pertinent information. All goods must be delivered in new, unblemished condition as specified herein and if found to be otherwise shall be promptly replaced by the Contractor.

11.4 Initially provided equipment must include a full set of CMYK toner cartridges to be installed in the machine for startup plus at least one additional spare set of CMYK toner cartridges.

12.0 INSTALLATION

12.1 It is critically important that the contractor provide advance notification of the planned Device install date to NHDOT Print Shop so that state information technology personnel can be scheduled to supervise the setup of a secure network connection for the device. NH Dept. of Information Technology (DoIT) must oversee the process and give approval before such connection is made.

12.2 End User is responsible for ensuring that properly wired electrical and network cable outlets are prepared.

12.3 Installation will consist of: A) unpacking of all components and assembling into fully operational form in the indicated work area at NHDOT Print Shop; B) establishing full functionality of all software and network connections; C) training of NHDOT Print Shop Personnel in the operation of the Device as needed.

12.4 When installed, Device and all its subsystems and parts must be brand new, unblemished and in perfect working condition. Any part or system not meeting this standard shall be immediately replaced.

12.5 Within three (3) working days after the Device has been made fully operational, including all network connections and software, Contractor shall commence operator training.

12.6 On-site operator training shall be provided by a qualified Contractor representative.

12.7 Contractor shall provide initial training for NH DOT Print Shop staff in the correct operation and handling of the Device as needed for up to 15 hours (two whole working days). Training must be of sufficient duration, content and frequency to satisfy the knowledge and proficiency requirements of NH DOT Print Shop.

12.8 Training shall include instruction regarding timely ordering of replacement toner cartridges in order to avoid an out-of-toner situation.

12.9 Installation shall be accepted and signed off as complete upon completion of all training. Date of this sign-off shall be the starting date of the leasing and FSMA contract period.

12.10 If required, Contractor shall provide additional spot training upon request any time within the contract term at no additional charge to the State.

13.0 VENDOR RESPONSIBILITY TO THE DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT)

13.1 The Contractor shall work cooperatively with NHDOT personnel in all matters having a bearing on network security and shall discuss, via e-mail or telephone, the installation of the Device before such equipment is installed. NHDOT Print Shop shall coordinate as needed between the Contractor and NHDOT for any action affecting network security or the connectivity of the Device to any other device under the jurisdiction of DOIT.

13.2 Throughout the term of the lease and FSMA, the Contractor shall provide advance notification of any contemplated technical repairs or maintenance to the Device that may affect network functions or other technology infrastructure. Contractor will coordinate scheduling with NHDOT in any such matters so that NHDOT will have the opportunity to review and approve the proposed work before it is done and supervise while the work is being done, if it deems necessary.

14.0 FULL SERVICE MAINTENANCE AGREEMENT (FSMA)

14.1 In addition to the leasing of the Device, and regardless of which type of lease is selected, the Contractor shall also provide qualified maintenance, repair services and supplies under a Full Service Maintenance Agreement.

14.2 The terms of the FSMA shall be in effect for a period of sixty (60) months, commencing on the date of installation acceptance and sign-off by NHDOT Print Shop.

14.3 Bid offers for the Full Service Maintenance Agreement portion of this RFB are requested to be expressed as a flat-rate charge for monthly allowances of 25,000 color meter clicks plus 15,000 B&W meter clicks, together with price-per-click rates that will apply for any color meter clicks over the monthly color allowance or B&W meter clicks over the monthly B&W allowance. These rates shall constitute the sole method of chargeback for all services and materials provided under the FSMA and must be sufficient to include all maintenance and repair parts, labor, shipping, mileage, travel time and operating supplies that will be provided under the FSMA.

14.4 For purposes of computing monthly usage rates and charges, a "color click" shall be defined as one full-color print on one side of any size sheet of paper. A "B&W click" shall be defined as one print in black toner only on one side of any size sheet of paper. For both color and B&W clicks, a larger sheet shall not accrue more clicks than a smaller sheet. Also, scans shall not count as clicks.

14.5 The term "operating supplies," as noted in section 14.3 above, shall include toner, developer, fuser, drums, photoreceptor belts and any other consumables needed for the day-to-day operation of the device except for paper and staples. Paper will be supplied by NHDOT Print Shop; staples will be purchased from the Contractor on an as-needed basis at separate rates to be quoted in this bid.

14.6 Service requirements of this Full Service Maintenance Agreement shall be as follows:

14.6.1 Contractor shall provide onsite preventative maintenance and repairs during the hours of 8:00 a.m. to 4:00 p.m. Eastern Time, five days a week Monday-Friday (hereafter referred to as "Regular Service Hours").

14.6.2 Upon receipt of a service request from the End User during Regular Service Hours, the Contractor shall respond via telephone within one (1) hour to confirm and schedule a service visit. In the event that a service request is made by the End User after 2:00 p.m. Eastern Time on a Regular Service Hours day, the Contractor will respond to the End User by no later than 9:00 a.m. Eastern Time on the next day of Regular Service Hours.

14.6.3 Unless jointly agreed otherwise between the End User and the Contractor, the Contractor shall have a qualified technician on-site to work on the device within four (4) regular service hours after the confirmation callback. If a call for service is placed near the end of Regular Service Hours on a given day, then the required four hour response time shall carry over seamlessly to the next day of regular service hours.

14.6.4 The Contractor shall repair the Device to the End User's satisfaction within three (3) working days of the initial on-site visit. If Contractor's technical support staff are not able to make the device functional within this allotted time, the Contractor shall take immediate action to bring in a temporary replacement device and allow it to be used at no charge until such time as the original is restored to service. This replacement device must offer equal or better print speed, duty cycle, and functionality as the original Device. It must be installed as quickly as possible and not more than ten (10) working days after the original equipment failure. Upon restoration of the original Device to full useful function, the Contractor shall remove the temporary replacement device at no charge to the End User.

14.6.5 If the Contractor fails four (4) or more times within any continuous six-month period to provide timely service upon request from the End User, the End User may cancel the contract by making written notification to the Contractor, and the Contractor shall then be required to remove the Device within ten (10) working days. In this case, the End User shall incur no early termination fee and no charge for Device removal or any other closeout procedure.

14.6.6 If the End User should neglect to timely order replacement toner cartridges and consequently must place an overnight rush order, then the Contractor may charge the End User for any excess shipping cost over and above what the regular non-rush FOB freight charge would have been.

14.6.7 Contractor shall provide information to the End User on how to best order service and supplies. Contractor shall also provide information on how to return or recycle used toner cartridges free of charge and freight.

15.0 PERFORMANCE

15.1 The End User shall be entitled to have the Contractor replace the Device at no charge if the Device suffers the same malfunction more than four (4) times over any period of six (6) consecutive months, each time causing the loss of two (2) or more whole days of productivity or the equivalent. Contractor shall accomplish such replacement within ten (10) working days after receipt of a written notice from the End User citing the instances and dates of lost service. Any replacement device under this provision must be new or have a lower total meter count than the original device and must meet all the specifications of this RFB. Replacements shall be communicated in advance to NHDOT Print Shop and the installation must be supervised by NHDotIT.

15.2 The End User shall be entitled to have the Contractor replace the Device at no charge if the Device suffers different malfunctions more than five (5) times over any period of six (6) consecutive months, each time causing the loss of two (2) or more whole days of productivity or the equivalent. Contractor shall accomplish such replacement within ten (10) working days after receipt of a written notice from the End User citing the instances and dates of lost service. Any replacement device under this provision must be new or have a lower total meter count than the original Device and must meet all the specifications of this RFB. Replacements shall be communicated in advance to NHDOT Print Shop and the installation must be supervised by NHDotIT.

15.3 If the Device is replaced and the replacement also fails to perform and again meets the malfunction criteria set forth in section 15.1 or 15.2 above, then the End User shall be entitled to cancel the contract by making a written notification to the Contractor. In such case, contract cancellation shall become effective on the date of Contractor receipt of the notification; Contractor must remove the Device within ten (10) working days of receipt of the notification; no early termination fee shall apply; and no other closeout charge may be levied by the Contractor. Such removal shall be communicated to NHDOT Print Shop and supervised by NHDotIT.

15.4 If the Contractor fails four (4) or more times within any continuous six-month period to provide timely service as defined in sections 14.6.2 and 14.6.3, then the End User shall be entitled to cancel the contract by making written notification to the Contractor. Within ten (10) working days of receipt of such notification, the Contractor shall remove the device. The End User shall incur no early termination fee and no charge for Device removal or any closeout procedure. NHDOT Print Shop must be given advance notice of the removal date and shall arrange for supervision by NHDotIT.

15.5 In the event that the Device suffers physical damage due to improper use or handling by the End User, then the End User shall be financially responsible for the cost of the repairs at the Contractor's regular hourly labor rates for travel time and repair service. Any supplies or repair parts required for the repair will be reimbursed to the Contractor by the End User at cost. All supplies and parts must be OEM. The following types of damage are typically attributed to misuse and would be paid for by the End User unless the End User demonstrates otherwise:

15.5.1 Damaged platen glass (due to platen cover being slammed too hard or an object hitting the glass hard enough to crack or crush the platen glass).

15.5.2 Broken doors physically torn from the machine.

15.5.3 Broken cassette drawers or paper trays that have been obviously subjected to shearing forces.

15.5.4 Large dents that cause the device to fail in its capacity as specified.

15.5.5 Damage caused by moving the device without Contractor permission and participation. (The Contractor alone may move the device from its installed location).

15.5.6 Electrical surge damage to boards, wiring, hard drives, etc., caused by failing to use the dedicated surge protectors provided by Contractor.

16.0 INVOICING

16.1 Separate monthly invoices for leasing and FSMA are requested.

16.2 FSMA invoicing must separately list the monthly base charge, the color meter click count for the billing period just ended, the B&W meter click count for the billing period just ended, and the over-allowance charges, if any, for color clicks over 25,000 and/or for B&W clicks over 15,000.

16.3 FSMA invoice must be processed through the manufacturer's local dealer who services the account. The End User must be able to resolve any problems, including invoicing, through communications with the local dealer. Vendor's bid response must indicate who the local dealer servicing the account will be and provide their contact information.

16.4 Invoicing shall commence upon End User acceptance of installation, following training. In the event that the End User delays acceptance of installation beyond fifteen (15) working days after delivery for reasons of its own

timing not related to Contractor performance, the Contractor may begin invoicing without the End User's acceptance sign-off.

16.5 Payments on Contractor's invoices will be made within thirty (30) days following receipt of invoice.

16.6 The Contractor may offer a cash discount for payment within fifteen (15) days of receipt of invoice.

16.7 If the Department of Transportation elects to make early payment of lease amount(s) there will be no early payment penalty of any kind.

17.0 REMOVAL

17.1 In the event of an early termination for performance reasons or upon conclusion of the five (5) year runtime of a non-buyout type of lease, the Contractor shall remove the Device from the NHDOT Print Shop premises at no cost to the End User.

17.2 Contractor shall remove device within ten (10) working days after receipt of notification from the End User that the Device is ready for removal. The End User shall not incur any new lease or FSMA costs as of the date of notification.

17.3 NHDOT Print Shop must be given advance notice of the removal date and shall arrange for supervision of the removal by NHDOT for data security and network security purposes.

18.0 LINE ITEM COSTS

18.1 On the Vendor's Bid Response page, in addition to providing price offers for device leasing and Full Service Maintenance, please also quote the following line items:

18.2 Cost of Staples – Over the life of the lease and FSMA, the End User will buy staples for the Device from the Contractor according to prices to be quoted separately in this bid. Please quote on the type of staple that the Device will require, listing the quantity and price per package, with standard-speed FOB delivery included in the quoted amount. Contractor shall hold the price of staples at the quoted rate for any staple order placed within the sixty (60) month contract period. If the End User requests expedited delivery, Contractor may provide it and charge for the excess shipping cost over and above the standard-speed shipping rate.

18.3 Relocating – Please quote the hourly rate of charge for relocating the Device to another area within the End user's compound, in the unlikely event it becomes necessary to do so. A relocation charge would be separate from the regular FSMA charges. Contractor shall hold firm the price of relocation work at the quoted rate for any relocation request made within the sixty (60) month contract period.

18.4 Hourly Labor Rate for Service Performed During Non-Regular Hours – Please quote the hourly labor rate for any repair or maintenance service specifically requested by the End User to be performed during non-regular hours, i.e; after hours, weekends or holiday hours. This rate of charge shall be considered to include travel time and mileage as built-in; billing for any such service shall be computed by applying the quoted rate only to the actual hours of labor spent on-site by the technician.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

VENDOR RESPONSE PAGES BELOW

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

_____	_____	_____
Contact Person	Telephone Number	Toll Free Telephone Number
_____	_____	_____
Fax Number	E-mail Address	Company Website
_____	_____	
Vendor Company Name	DUNS #	

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.

VENDOR'S BID RESPONSE

Lease of Color Printer/Copier with FSMA

Vendors Name: _____

Contact Person: _____

Phone: _____

E-mail: _____

Proposed Make and Model of Color Printer/Copier (if offering more than one model, please include a separate Vendor's Bid Response page with brochure & specifications for each model offered):

Purchase Price: _____

Leasing:

Monthly lease amount based on 60 months with \$1.00 buyout at lease end: _____

Monthly lease amount based on 60 months with no ownership at lease end: _____

Full Service Maintenance & Supply:

Monthly Base rate for FSMA with 25,000 color clicks, 15,000 B&W clicks, supplies included: \$ _____

Additional charge for color clicks over the 25,000 color click allowance: \$ _____ per click

Additional charge for B&W clicks over the 15,000 B&W allowance: \$ _____ per click

Price of Staples, delivered: \$ _____ per _____

Hourly rate for device relocation service: \$ _____

Hourly rate for service outside of regular service hours: \$ _____

Contact info for local dealer servicing the account: _____

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 5/8/15)

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, 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			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
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, 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.