

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: **FULL SERVICE MAINTENANCE & SUPPLY AGREEMENT FOR (1) KONICA MINOLTA BIZHUB C452 COLOR MFD**
BID NUMBER: **NHDOT GRAPHICS 14-03**
BID POSTED DATE: **MARCH 4, 2016**
BID OPENING DATE AND TIME: **MARCH 18, 2016 @ 10:00 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 16-03** FOR **FULL SERVICE MAINTENANCE & SUPPLY AGREEMENT FOR KONICA MINOLTA BIZHUB C452** 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 _____, 2016, 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)



**STATE OF NEW HAMPSHIRE
Department of Transportation
Bureau of Finance & Contracts, Print Shop**

**Instructions for Request for Bid (RFB)
Full Service Maintenance & Supply Agreement For
Konica Minolta bizhub C452 Color MFD**

NOTE TO VENDORS

Read and follow these instructions carefully. Many bid responses are submitted incorrectly due to vendor failure to read and follow all instructions. Should you have any questions, refer to the instructions entitled "RFB Inquiries".

SUMMARY OF BID REQUEST

The purpose of this bid invitation is to obtain a purchase structure for a Repair and Maintenance Contract for the State of New Hampshire; Department of Transportation

SPECIFICATION COMPLIANCE

Bidder's offer must meet or exceed the required specifications as written.

LOCATION

All prices for repair and maintenance service must be FOB destination as defined by the following location:

New Hampshire Department of Transportation
7 Hazen Drive
Concord, NH 03301

CONTRACT AWARD

The bid shall be awarded in total to one Vendor based upon the total net low bid for repair service, maintenance & supplies including all parts and labor as indicated in this bid.

RFB INQUIRIES

This RFB is issued for the State of New Hampshire by the Department of Transportation, the sole point of contact for the State of New Hampshire during the selection process.

Inquiries must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this RFB. Submissions must clearly identify the RFB Number, the Vendor's name, address and the name of the person submitting the question.

Please take the time to read the RFB carefully before submitting inquiries and make your inquiries as clear as possible. Reference the section of the RFB in question.

All inquiries or proposed changes must be submitted in writing and received at the Department of Transportation at least five business days prior to the bid opening. Inquiries must be submitted by E-mail to Steven Blanchette at the following address: sblanchette@dot.state.nh.us

ADDENDUM

In the event it becomes necessary to add to or revise any part of this RFB prior to the scheduled submittal date, the Department of Transportation will post on the NH Purchase and Property web site any Addenda. Before your submission, always check the site for any addenda or other materials that may have been issued that would affect the RFB. The web site address is www.admin.state.nh.us/purchasing/bids.asp.

TERMS OF SUBMISSION; RETURN OF COMPLETE ORIGINAL RFB

Vendors must submit a complete response to this RFB. It is mandatory that the vendor conform and respond in accord with the RFB instructions and requirements with completeness and clarity of content. The bid submission must include a complete printout of all issued Addenda (if applicable) and the entire RFB.

SUBMISSION OF BID RESPONSE

The RFB response **MUST** conform to the following criteria to be considered for award:

- All responses must be delivered in sealed packages; permanently marked showing the following information on the outside of the package:
 - Vendor's Name and Address
 - RFB Number
 - BID Due Date
 - Indicated as "SEALED BID"
 - Entitled: **Konica Minolta bizhub C452 Color MFD Full Service Maintenance & Supply Agreement**

- Your "SEALED BID" submission must include in the following order:
 - Copy of Addenda (if any issued) in numerical sequence; completed and signed.
 - The entire Original RFB
 - Vendor's Response to RFB (Vendors Price Response Sheet).

- The response package must be delivered to the following address:
Department of Transportation
Finance & Contracts, Print Shop
Attention: Steven Blanchette
7 Hazen Drive
Concord, NH 03301
Any package delivered to any other location of the State will not be honored as received.

- All responses must be received at the Department of Transportation **on or before the bid due date stated on the first page of this bid**. Vendors mailing their responses must allow for sufficient time for delivery by the deadline. Bids received later than the specified date and time at the Department of Transportation will not be considered.

VENDOR ATTENDANCE AT OPENING OF RFB

Vendors wishing to attend the opening of the RFB, only the names of the Vendors submitting responses will be made public. Bid information will be published on the Purchase and Property web site if and when an award is made.

VENDOR CERTIFICATIONS

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire. In order to become duly registered, the following processes must be completed:

- **State of New Hampshire Vendor Application:** Bidders must have a completed Vendor Application and 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 is required to obtain this form): www.admin.state.nh.us/purchasing/bids.asp . Do not submit these documents as part of your bid submission.
- **New Hampshire Secretary of State Registration:** A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nh.gov/sos/corporate>

SUBVENDORS

The vendor shall be solely responsible for meeting all requirements and terms and conditions specified in this RFB, its response and any resulting contract. The vendor must describe in its bid any intended use of third (3rd) parties or subcontractors. The State must approve any use of subcontractors.

CANCELLATION OF RFB

The State reserves the right to cancel this solicitation at any time prior to contract award in which case all responses will be rejected.

BID PRICES

SEE THE SPECIFICATIONS PORTION OF THIS BID

BID RESULTS

Bid results may be viewed on the Purchase and Property web site at:

<http://www.admin.state.nh.us/purchasing>

PUBLIC DISCLOSURE

Any information contained in the Vendor's response that the Vendor considers confidential must be clearly designated. Marking of the entire bid response or sections of the bid response (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFB to the contrary, Vendor pricing will be subject to public disclosure upon the effective date of any resulting contract.

Generally, each bid response shall become public information upon the effective date of any resulting contract; however, to the extent consistent with applicable state and federal law and regulations, as determined by the State, including but not limited to, RSA Chapter 91 – A (right to Know Law), the State will endeavor to maintain the confidentiality of portions of the bid that is clearly and properly marked

confidential. If a request is made to the State to view portions of a bid that the Vendor has properly and clearly marked confidential, the State will notify the vendor of the request and of the date that the State plans to release the records. By submitting a bid, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

ADDITIONAL INFORMATION

The State reserves the right to make a written request for additional information in writing from a Vendor to assist in understanding or clarifying a Bid.

NOTE: BID MUST BE SIGNED ON FRONT COVER SHEET TO BE CONSIDERED.

PLEASE DIRECT ANY QUESTIONS REGARDING THIS REQUEST FOR BID TO: **Steven Blanchette**
Tel: 603-271-2720 Fax: 603-271-0382

REQUEST FOR BID FOR: **FULL SERVICE MAINTENANCE & SUPPLY AGREEMENT FOR
Konica Minolta bizhub C452 Color MFD**

Unless specifically deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Request for Bid and any resulting Contract.

GENERAL CONDITIONS FOR BIDDING AND CONTRACTS

NATURE OF PROPOSAL AND ELIGIBILITY TO BID. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Graphic Services.

This bid invitation may be issued only by the Department of Transportation, Bureau of Finance & Contracts to authorized vendors and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Department of Transportation before the date and time specified for the opening. Bids must be submitted on the official bid proposal and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Exercise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will only be given by mail if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS: Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at the Department of Transportation, Bureau of Finance & Contracts Print Shop at least five (5) days prior to bid opening. Vendors shall be notified in writing if any changes to bid specifications are made.

AWARD: The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted in the bid invitation. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension the unit price will prevail.

When identical low bids are received with respect to price, award will be made in accordance with Administrative Rules.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

PATENT INFRINGEMENT. Any bidder who has reason to believe that any other bidder will violate a patent, should such responding bidder be awarded the contract, shall set forth in writing prior to the date and time of bid opening detailing the grounds for belief and detailed description of patent.

ASSIGNMENT PROVISION. The vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. The Division of Plant and Property Management, as the delegated enforcement agency of RSA 21-1:14 for the Commissioner's Office, shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATES OPTION. The Department of Transportation reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION. Bidder hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY. Bidder agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

SPECIFICATION COMPLIANCE. The vendor may be required to supply proof of compliance with the bid specifications. When requested, the vendor must immediately supply the Department of Transportation with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the Vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Department of Transportation are part of the bid and will apply to any contract awarded to the bidder unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the bidder.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the services indicated in the following page(s) of this Proposal at the price(s) quoted in complete accordance with all conditions of this Proposal.

Company Name: _____

Address: _____

Telephone(Local): _____ (Toll Free) _____

Fax Number: _____

Authorized Signature: _____

(Type or Print Name Here)

This document must be signed by a person who is authorized to legally obligate the bidder. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the bidder and that any and all other terms and conditions submitted by the bidder are null and void even if such terms and conditions have terminology to the contrary. Bidder shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

1. The State of New Hampshire, acting through the Department of Transportation engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

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

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor 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 Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

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

9. 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, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. 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 shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. 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 below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. 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.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. 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.



**STATE OF NEW HAMPSHIRE
Department of Transportation**

REQUEST FOR BID:

Full Service Maintenance & Supply Agreement

SECTION 1: PURPOSE

The purpose of this bid invitation is to establish one full service maintenance & supply contract for one (1) **Konica Minolta bizhub C452 Color MFD** to the State of New Hampshire, Department of Transportation, in accordance with the requirements of this bid invitation and any resulting order.

SECTION 2: TERMS OF BID AND CONTRACT

- (a) The awarded vendor must adhere to the general terms and conditions listed within the State of New Hampshire General Provision Statement as well as the State of New Hampshire General Conditions for Bidding and Contracts included in this bid invitation. *No alterations may be made to this bid invitation or the terms and conditions after the vendor inquiry period.* Any alterations will result in disqualification of the bid.
- (b) Failure to furnish all information called for in this bid, failure to abide by all rules, terms, conditions and specifications and/or failure to meet the minimum functional requirements of this bid will result in disqualification of the bid.
- (c) The State reserves the right to reject any or all bids or any part thereof.
- (d) This repair service and maintenance contract will be in effect for a two-year (24 month) period beginning upon Governor and Council approval or **June 27, 2016** whichever is later and running through 11:59 P.M. **June 26, 2018**. Any request for service placed by the State within the time period of this contract, even up to the last minute, is to be covered in accord with the terms described herein.
- (e) If the Department of Transportation should decide to replace or retire any of the listed equipment within the contract period, the full service maintenance for the replaced or retired equipment shall be removed from the contract within 14 working days of written notification to the vendor. After such time, the agency will no longer be responsible for any full service maintenance charges of replaced or retired equipment.

SECTION 3: NOTICE: CONDITIONAL NATURE OF AGREEMENT:

(Conditional nature of any resulting agreement that may arise from this RFB)

Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments herunder, are contingent upon the

availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold those funds until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account.

SECTION 4: NARRATIVE AND SCOPE

For purposes of understanding the scope of services required through this contract, the agency owns and requests full service maintenance and supplies on the following equipment:

- (1) Konica Minolta bizhub C452 Color MFD, serial number AOP2011020564 with accessories, having reproduced approximately 132 thousand Black and 124 thousand Color copies since original installation.

SECTION 5: MINIMUM FUNCTIONAL REQUIREMENTS OF THE SERVICE

This full service maintenance contract will be awarded to the lowest-priced bidder offering to meet or exceed all of the following minimum functional requirements:

Services to be provided by contractor under this full service maintenance agreement shall include: 8:00 A.M to 4:00 P.M five (5) days a week Monday-Friday onsite service when requested by the agency.

1. Vendor must respond to the Department of Transportation via telephone within one (1) hour of initial support request.
2. Vendor must be on-site within four (4) hours of telephone response with the Department of Transportation.
3. All maintenance, supplies, parts and labor are to be included in the monthly charge of the full service maintenance agreement excluding the cost of paper.
 - a. All supplies must be genuine Konica Minolta supplies and FOB Destination.
 - b. All parts must be from the original equipment manufacturer (OEM) and FOB Destination.
4. This is a full service maintenance agreement. The State of New Hampshire, Department of Transportation shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed.

SECTION 6: REQUESTED MONTHLY COPY ALLOWANCE

1. Base Copy Allowance Plan

- ▶ Base Copy Allowance Per Month Black & White Copies 1,000
- ▶ Base Copy Allowance Per Month Color Copies 1,500

SECTION 7: INVOICING REQUIREMENTS

1. Vendor shall invoice **monthly** for the monthly base charge.

2. Vendor shall invoice **monthly** for any overage copy charges per month.

SECTION 8: LINE ITEM COSTS

1. The State of New Hampshire shall not pay or be responsible to pay for any mileage or travel time for any services requested or performed.
 - a. Vendor must respond to the Department of Transportation via telephone within one (1) hour of initial support request.
 - b. Vendor must be on-site within four (4) hours of telephone response with the Department of Transportation.
 - c. All supplies must be genuine Konica Minolta supplies and FOB Destination.
All parts must be from the original equipment manufacturer (OEM) and FOB Destination.

REQUIREMENTS OF THE WINNING BIDDER

Upon receipt of contract award notification, the successful bidder must furnish the following:

- A signed and completed General Provisions Terms and Conditions form P-37 (Provided by Agency at award of bid). The successful Vendor and the State, following notification, shall promptly execute this form of contract, which is to be completed by incorporating the service requirements and price conditions established by the Vendor's offer.
- Signed and notarized copy of a Certificate of Vote/Authority: This must provide evidence authorizing the individual executing the contract to bind the business organization as of the date the individual signs the contract. Such certificates shall *not* be self-authenticating if other than a Vendor who is contracting in his/her individual capacity.
- Certificate of **Comprehensive General Liability Insurance in the amount of \$2 million or more for each occurrence. This must be stated on the certificate in the per claim or occurrence section under General Liability.** The certificate must identify the State of New Hampshire, Department of Transportation as the Certificate Holder.
- Proof of Worker's Compensation to cover the contracted Vendor, any Sub Vendors of the contracted Vendor (if applicable) and any employees of the contracted Vendor for any services provided. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any Sub Vendor or employee of vendor which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of any service.
- Certificate of Good Standing from the State of New Hampshire Department of State dated on or after April 1, 2015.



STATE OF NEW HAMPSHIRE

Department of Transportation

REQUEST FOR BID

FULL SERVICE MAINTENANCE & SUPPLY AGREEMENT

VENDOR'S BID RESPONSE

Firm: _____
(Firm Name Must be Included)

Contact Person: _____ Phone: _____
(Signature Required)

Please list all pricing schemes. Mark in appropriate areas if supporting documentation is attached.

COPY ALLOWANCE PLAN

(BASE) Per copy Charge including: 1,000 Black Copies 1,500 Color Copies	
TOTAL Monthly Base Charge for Konica Minolta bizhub C452	
Overage copy charge per copy over 1,000 requested Base allowance Black & White Copies	
Overage copy charge per copy over 1,500 requested Base allowance Color Copies	