

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: ROBERT LAWSON
Telephone: (603)-271-3147
Email: prchweb@nh.gov

RE: Bid Invitation Name: MONOCHROME PRODUCTION PRINTERS – INCLUDES SERVICE
Bid Number: RFB 1882-16
Bid Opening Date and Time: 6/10/16 @ 11:00 AM

[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 # 1882-16 for Monochrome Production Printers – Includes Service 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)

**REQUEST FOR BID FOR MONOCHROME PRODUCTION PRINTERS - INCLUDES SERVICE FOR
THE STATE OF NEW HAMPSHIRE**

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the Bid Response section and all other required information on your offer. Also complete the "Vendor Contact Information" section. 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 Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by **email to PRCHWEB@NH.GOV**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

TIMELINE:

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

6/2/2016	Bid Solicitation distributed on or by
6/6/2016	Last day for questions, clarifications, and/or requested changes to bid
6/10/2016	11:00 (EST) AM Bid Opening
6/15/2016	Estimated Notification(s) of 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 State and will not be returned to the Vendor. Regardless of the Vendors selected, 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.

Complete bids shall be filled out on original bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

LIABILITY:

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

CERTIFICATE OF INSURANCE:

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall comprehensive include 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.

CONTRACT(S) TERMS AND CONDITIONS:

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

The form contract(s) P-37 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 form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

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.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful Vendor a thirty (30) day written notice, unless otherwise described in the bid specifications.

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. 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 termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be 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(s), 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 Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

INVOICING:

Please see Section 13.0 Invoicing for specifics.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes must be submitted in writing to Robert Lawson, Purchasing Agent, Bureau of Purchase and Property, at robert.lawson@nh.gov or by fax to: 603-271-7564.

Vendor shall include complete contact information including the company name, contact person, telephone number, fax number and e-mail address.

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 Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is <http://das.nh.gov/Purchasing/vendorresources.asp>.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on 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.

VENDOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.}) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our 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 update 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 are 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 Bureau of Purchase and Property with the bid response.

INSTRUCTIONS TO VENDOR(S):

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section
- Complete all other required information on your "Offer"
- Complete the "Vendor(s) Contact Information" section

- 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 Vendor must complete the following sections of the attached agreement, State of New Hampshire Form #P-37;

- Section 1.3 Contractor(s) Name
- Section 1.4 Contractor(s) Address
- Section 1.11 Contractor(s) Signature
- Section 1.12 Name & Title of Contractor(s) 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 workman's comp.
- 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.
- Provide a Corporate Resolution or Certificate of Authority. This document provides evidence that the person signing the Contract has the corporate authority to sign such agreements.

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, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all pricing must be included in your bid submission in the attached sheets.

The pricing submitted in this bid response will be for Monochrome Production Printers – Including Service as described herein.

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:
<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

AWARD:

The award shall be made to the responsible Vendor meeting the criteria established in this RFP and providing the lowest cost in total. The State reserves the right to reject any or all proposals 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 Commissioner of Administrative Services.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening, please be advised that 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>.

INSTALLATION REQUIREMENTS:

Please see the Scope of Services section of this bid for Installation Requirements.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended installation. To schedule a site visit, Vendors may call Paul Pepin at 603/491-5283, between the hours of 8 AM and 4:30 PM, Monday through Friday. Failure of a 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 installation.

GENERAL SERVICE REQUIREMENTS:

All services performed under this Contract(s) shall be done between the hours of 8:00 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the requesting agency. No premium charges will be paid for any off-hour work.

The Vendor shall not perform installations or service without first making arrangements as to date and time with NH Dept. of Information Technology.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. If the Vendor fails to act promptly in correcting such matters, the State may withhold from payments to the Vendor any amount necessary to correct such defective work or damages.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as are deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

Monochrome Production Printers – Includes Service

SCOPE OF SERVICES

1.0 PURPOSE

- 1.1 The purpose of this RFB is to purchase four new high speed monochrome production printers, all of the same model, hereafter referred to in this document as the “**Devices**”.
- 1.2 This procurement shall also include a Full Service Maintenance Contract with supplies for all of the Devices.
- 1.3 The Devices will replace five older printers. Like the older printers, the new Devices must be able to print through Ricoh's InfoPrint Manager software for Windows v4.4.
- 1.4 The following provisions cover the minimum specifications for the Devices; their installation; their maintenance and supply under a full service maintenance contract; performance; and invoicing.

2.0 CLIENT/LOCATION

- 2.1 Bidder's offer must be based on delivering, installing and maintaining the Devices at the following location:

NH Department of Information
Technology 27 Hazen Drive
Concord, NH 03301
- 2.2 Bid amount must include delivery, installation, training, repair parts, repair services and operating supplies provided to this location on an FOB Destination basis.

3.0 MINIMUM EQUIPMENT REQUIREMENTS – GENERAL

- 3.1 All four Devices must be of the same make and model.
- 3.2 Reproduction technology: monochrome toner-based electrophotography.
- 3.3 Device model must offer a rated reproduction speed of 125 or more letter-size pages per minute.
- 3.4 Device model must have a rated duty cycle of 2 million impressions per month or higher.
- 3.5 Each device(s) must independently accept IPDS output from Ricoh's InfoPrint Manager for Windows 4.4 software and not be dependent upon other external device(s) to function in the production environment. Each device(s) must be able to talk directly to InfoPrint Manager 4.4 with no other transformation device(s) between other than standard supplied printer hardware (i.e. internal controllers/cards) that are required to run the device. State networking infrastructure located between Ricoh's InfoPrint Manager for Windows 4.4 and the device(s) are excluded from this requirement.

- 3.6 Each device must have the flexibility for the state to change the IP address of the printer, at the printer, as network infrastructure changes occur.
- 3.7 Devices must have the ability to print both simplex and duplex from files delivered over a network.
- 3.8 No demos, refurbished, remanufactured or used equipment or parts are allowed.
- 3.9 Device model must be current; no discontinued models or models no longer in production at the time of bid submission.
- 3.10 Device 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.
- 3.11 Device model must be able to feed, print and deliver recycled paper having 30% postconsumer waste content without difficulty.
- 3.12 Devices must include all parts, boards, and internal software to enable all printing functions.
- 3.13 Device model 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 End User interaction with it.

4.0 ACCESS

- 4.1 Device model must have a touch screen control panel interface.
- 4.2 Device model must provide an SMTP interface to allow network polling of lifetime print volume to support monthly reporting of usage/click count.
- 4.3 The state does not require external access (out of the state network) to the printers for the purposes of printer management or usage reporting. The state has automated processes in place for this purpose.

5.0 MINIMUM REQUIREMENTS – PAPER FEED

- 5.1 Devices must be equipped with vacuum paper feed capability.
- 5.2 Devices must have a total feed drawer capacity of at least 5,000 sheets, including at least two (2) high capacity feed drawers, each capable of holding a minimum of 2000 pages of 20 lb. bond paper.
- 5.3 Devices must support paper sizes ranging from 5-1/2" x 8-1/2" to 11" x 17" and paper weights ranging from light to heavy bond (approx. 60 - 128 gsm).
- 5.4 Feed drawers must offer standardized settings for common paper sizes and be able to automatically detect the size of the paper size placed in them.
- 5.5 Bypass tray must be able to handle a range of paper weights from light bond to cover (approx. 52 – 220 GSM) and paper size up to at least 11" x 17" or larger.
- 5.6 Devices must be able to feed, print and deliver recycled paper having 30% postconsumer waste content.

- 5.7 Devices must allow the operator to designate the default drawer access.
- 5.8 Devices must allow refilling of empty paper feed drawer(s) while machine is operating.
- 5.9 The state does not anticipate that any of the printed output from these devices will be used as a source paper for additional printing.

6.0 MINIMUM REQUIREMENTS – FINISHING

- 6.1 Device must come with an inline or offset stacker. Either one will be acceptable.
- 6.2 The state does require a dolly-style finisher. Bidders may include a dolly-style finisher as long as their offer meets the minimum specifications of the Bid. If a dolly-style finisher is offered, it will not have any weight in the bid award determination.
- 6.3 The state does not require a 3-hole punch option. Bidders may include a punch option as long as their offer meets the minimum specifications of the Bid. If a punching capability is offered, it will not have any weight in the bid award determination.

7.0 MINIMUM REQUIREMENTS – NETWORK PRINTER

- 7.1 Devices must be able to accept network print files through Ricoh's InfoPrint Manager V4.4 running on Microsoft Windows 2008 SP2 using the requirements listed in section 3.5. in IPDS output format
- 7.2 Devices must be able to be calibrated so that they all provide identical print register with a high level of accuracy.
- 7.3 Minimum print resolution: 1200 x 1200 DPI.
- 7.4 Minimum speed: 125 pages per minute, simplex or duplex, on 8 ½" x 11" 20# bond. Must print a range of standard sizes from 5 ½" x 8-1/2" to 11" x 17".
- 7.5 Each device must have the flexibility for the state to change the IP address of the printer, at the printer, as network infrastructure changes occur.

8.0 MINIMUM REQUIREMENTS – TECHNOLOGY

- 8.1 Devices must each have a hard disk drive with minimum capacity of 250 GB.
- 8.2 The hard disk drives shall have over-write capabilities to enable prevention of unauthorized retrieval of stored documents.
- 8.3 Devices must each have a minimum of 2 GB of RAM memory.
- 8.4 Devices shall use only one network connection for network printing.
- 8.5 Each device must conform to the requirement specified in section 3.5 for IPDS printing.
- 8.6 Devices must accommodate Ethernet 1000-Base TX network connection.
- 8.7 Minimum protocol support: TCP/IP, HTTP, SMTP, AFP-IPDS, Adobe Postscript 2, and PCL 5.

9.0 INSTALLATION

- 9.1 Contractor must notify and coordinate with Department of Information Technology on the details of installation **before** any installations are done, as required in section 10.1.
- 9.2 The End User shall be responsible for providing properly wired electrical and network cable outlets at the installation site prior to the arrival of the Devices.
- 9.3 Contractor shall provide F.O.B. delivery of the Devices, plus installation and operator training to the satisfaction of the End Users.
- 9.4 Contractor must first prove the ability of the Device model to work with the InfoPrint Manager software. This shall be accomplished by delivering and installing just one printer at the site and demonstrating to the satisfaction of the End Users that the Device model is capable of providing output smoothly and without difficulty from the Ricoh InfoPrint Manager software utilized by the DoIT Data Center. This proving period will last for up to one (1) week. If the device proves unable to work compatibly with InfoPrint Manager after adjustments are made by the Contractor, then the State shall be entitled to reject the Device, have it removed, cancel the purchase and service contract and re-bid for a more suitable device contract.
- 9.5 Delivery of the first of the new Devices must be made within twenty (20) working days after receipt of order. Upon receiving End User acceptance of the first Device, contractor shall make delivery of two additional Devices within fifteen (15) working days thereafter. The purchase of the fourth device will not occur until July 1, 2016 when the State's fiscal year 2017 begins.
- 9.6 All Devices and Device accessories shall be shipped or delivered to the installation site securely and properly packaged, skidded, tied, etc. according to responsible and accepted commercial practices without extra charge for same. Packages shall also be clearly marked with purchase order number, delivery address and any other pertinent information. All goods must be delivered in new condition as specified herein and if found to be otherwise shall be promptly replaced by the Contractor.
- 9.7 Contractor will unpack all delivered Device components and assemble them into fully operational Devices in the designated work area.
- 9.8 When installed, the Devices and all their 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.
- 9.9 Initially provided equipment must include a black toner cartridge to be installed in each of the Devices for startup, plus a supply of at least two spare toner cartridges for each Device for a total of 8 spare toner cartridges readily available onsite
- 9.10 After the Devices have been established as fully operational, including all network connections, operator training shall be given.
- 9.11 On-site operator training shall be provided by a qualified representative of the Contractor within three (3) to five (5) working days after the first-installed Device has been made operational. As the state runs 3 operation shifts, the Contractor will only be required to perform training for the 1st shift personnel.
- 9.12 Training session(s) shall be of sufficient duration, content and frequency as to impart proficiency of operation to the complete satisfaction of the End Users. Training shall be expected to take no more than one full business day.

- 9.13 If needed, Contractor shall provide additional spot training upon request any time within the term of the Full Service contract at no additional charge to the State.
- 9.14 At the time of training, Contractor shall instruct End Users that toner is provided as part of the contract, but **in order to avoid an out-of-toner situation, End Users must order replacement toner cartridge whenever in-house stock drops below eight (8) spare cartridges.**
- 9.15 Installation of the first Device shall be accepted and signed off as complete after it has been made fully operational, training has been given, and compatibility with InfoPrint Manager has been proven. Subsequent Device installations shall be individually accepted and signed off as complete as each Device becomes fully operational. Date of sign-off for each shall be the date of commencement of the service contract period for each.
- 9.16 Contractor must remove up to five older printers being replaced to the State of New Hampshire surplus depot at the following address:
State of NH White Farm
144 Clinton St.
Concord, NH 03301

10.0 VENDOR COOPERATION WITH NH INFORMATION TECHNOLOGY STAFF

- 10.1 The Contractor shall work cooperatively with the State's designated Information Technology personnel and shall coordinate installation of the Devices with them via e-mail or telephone before the equipment is installed.
- 10.1.1 NH Department of Information Technology (hereafter "**DoIT**") shall be consulted regarding the IT aspects of installation a minimum of ten (10) working days prior to intended date of installation.
- 10.1.2 Contractor must initially contact the DoIT staff via a help desk ticket called-in to (603) 271-7555.
- 10.1.3 Any installation or service that might impact customized system configurations must be approved by DoIT prior to implementation.
- 10.2 Over the life of the service contract, Contractor shall also contact DoIT's authorized contact person(s) in advance regarding any contemplated technical repairs or maintenance to the Devices that might affect network functions or other technology infrastructure. DoIT must give explicit approval before any such work may be undertaken.
- 10.3 The Contractor shall provide DoIT with step-by-step training and documentation for the operation, configuration and all enabled functionality of the Devices, and any attachments or accessories.
- 10.4 The Contractor must notify DoIT's authorized contact person(s) before a connected Device is to be removed from its location for any reason.
- 10.5 Upon conclusion of the term of the Service Contract or upon earlier termination for any reason, the Contractor shall be responsible for wiping all data on a Device's hard drive to Department of Defense standards. The Contractor must confirm such data wipe to the satisfaction of DoIT before any Device may be removed from its location for any reason.

11.0 FULL SERVICE MAINTENANCE

- 11.1 Vendor shall be contracted as part of this procurement to provide qualified Full Service Maintenance on each of the Devices, commencing on the signed-off date of installation acceptance and continuing for a period of 60 months thereafter.
- 11.2 In this bid, pricing for Full Service Maintenance is requested to be expressed as a rate of charge per click that will be applied monthly to the actual number of meter clicks accumulated on the four Devices during that month. This rate must be sufficient to cover, and shall be considered inclusive of, all maintenance and repair parts, labor, shipping, mileage, travel time and operating supplies.
- 11.3 Total volume for the four Devices is expected to be around 8 million pages per year, or 40 million pages over 5 years. Bid award determination will be based upon this projection.
- 11.4 The term "operating supplies," as used above, shall include toner, developer, fuser, photoreceptive drums or belts or any other consumables needed for the day-to-day operation of the Devices except for paper. Paper will be supplied by the End User.
- 11.5 Service requirements of this Full Service Maintenance Contract shall be as follows:
- 11.5.1 Contractor shall provide onsite repair service and preventive maintenance during the hours of 8:00 a.m. to 4:00 p.m. Eastern time, five (5) days a week Monday-Friday (hereafter referred to as "Regular Service Hours"), when requested by the End User.
- 11.5.2 Upon receipt of a service request from the End User during Regular Service Hours, the Contractor shall respond via telephone within three (3) hours 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.
- 11.5.3 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 no later than the next day of Regular Service Hours following the End User's service request.
- 11.6 All replacement parts and consumable supplies shall be OEM brand.
- 11.7 All supplies and parts shall be delivered or shipped to the End User on an FOB Destination basis, prepaid by Vendor and included in the click charge pricing offered in this bid.
- 11.8 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.
- 11.9 If any of the Devices should become physically damaged through the fault of the End User, the End User shall be responsible for the cost of the repairs at the Contractor's regular hourly labor rate for repair service. In such a situation, all supplies and parts that are critical for proper repair will be reimbursed to the Vendor by the End User at cost. All supplies and parts must be OEM and FOB Destination.
- 11.10 Unless the End User demonstrates otherwise, the following types of damage are typically attributable to misuse and shall be paid for by the End User:
- 11.10.1 Broken doors (that appear to be physically torn from the machine).
- 11.10.2 Large dents that cause the Device to fail in its capacity as specified.
- 11.10.3 Damages to the Device caused by moving it without Contractor participation.
- 11.10.4 Electrical damages (boards, wiring, etc.) to the Devices caused by failing to use electrical surge protection.

12.0 PERFORMANCE

- 12.1 If any one of the Devices should suffer a malfunction where the Device is completely "down" and non-productive for three or more consecutive whole working days, then the Contractor shall immediately make arrangements to provide a temporary "loaner" Device of equal or better print speed, duty cycle and features. Contractor must have this replacement device on-site and fully operational as quickly as possible and not more than ten (10) working days after the initial Device failure. This temporary replacement device shall remain in place and be utilized, maintained, repaired and invoiced-for in place of and on the same terms as for the original Device until such time as the original Device has been restored to normal operating condition.
- 12.2 If any one of the Devices should suffer excessive malfunctions involving five or more instances within a three (3) month period where the Device is "down" for two or more consecutive whole working days in each instance, then the Contractor shall provide a "loaner" as described above in section 12.1. The loaner shall remain in place until such time as the Contractor has effectively cured the problem causing excessive malfunctions and demonstrated to the End User's satisfaction that the loaner can be safely removed without risking more excessive losses of productivity.
- 12.3 If three or more of the Devices should go "down" with a malfunction at the same time, the Contractor shall work after hours as needed at no additional charge to get at least 2 printers in working order.
- 12.4 Any loaner installation or removal as described above in 12.1 or 12.2 above shall be communicated to DoIT prior to the installation or removal and shall be supervised by DoIT.

13.0 INVOICING

- 13.1 Upon End User acceptance of each Device installation, Contractor may invoice for the purchase price of the Device, as offered in this bid.
- 13.2 Monthly invoicing for Full Service Maintenance shall commence at the end of the month following End User acceptance of installation.
- 13.3 As multiple Devices are installed and accepted, a single monthly invoice shall show the price per click and its extension, as applied to the sum of all installed Devices' monthly click counts for the month just ended.
- 13.4 All invoices 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.
- 13.5 Payments shall be made to the Contractor's accounts receivable address listed in the State of New Hampshire's Integrated Financial System. This address is derived from information provided by the Vendor on the Authorized Vendor Application. The Contractor shall be responsible for keeping this information up to date.
- 13.6 Payments on Contractor's invoices shall be made within thirty (30) days following receipt of invoice.
- 13.7 The Contractor may offer a discount for payment within 15 days of receipt of invoice.
- 13.8 The Contractor shall notify the End User of any billing payments not received within 60 days.

14.0 CONTRACT TERM AND TERMINATION

- 14.1 The term of the Full Service Maintenance Contract shall be set at 60 months and the rate of charge for that service shall remain constant for that period as quoted in this bid.
- 14.2 The End User may terminate the Full Service Maintenance Contract for any one, several or all of the four devices without penalty prior to expiration of the 60 month contract period. Termination will become final 10 business days after the End User provides written notice.

15.0 TERMINOLOGY

- 15.1 **Devices:** For this RFB: the four monochrome production printer devices referred to in this RFB and all their related parts, accessories, attachments and network-related accoutrements.
- 15.2 **Dots Per Inch (DPI):** As used in this RFB, the measure of how many separate points or locations are addressable by the print engine in one linear inch.
- 15.3 **End User(s):** For this procurement, the NH Department of Information Technology Data Center.
- 15.4 **FOB Destination:** (Free On Board to the Destination) A mode of shipping in which the Seller is considered to own the goods in question during the shipping process, pays their shipping cost and has financial responsibility for their transport and safekeeping until they reach the delivery destination of the consignee. At that point, the consignee takes ownership and responsibility for the welfare of the goods.
- 15.5 **FSMA (Full Service Maintenance Agreement):** Contract for repair, routine maintenance and operating supplies for the Devices as described in section 11.0.
- 15.6 **Meter Clicks:** The count of how many images have been printed on the device.
- 15.7 **Offsetting Delivery:** the output tray of the Device moves each time a full set of document pages is completed, allowing the End User to easily separate one collated multipage document from the adjacent ones in the stack.
- 15.8 **Original:** The electronic or hard copy document from which reproduction is to be done.
- 15.9 **OEM:** Original Equipment Manufacturer. OEM replacement parts are parts of the same brand as the whole device.
- 15.10 **Simplex and Duplex:** Simplex refers to one-sided scanning or printing; duplex refers to two-sided.

16.0 BID AWARD

If a contract is awarded, the award will be made to the qualified bidder offering the lowest net total of purchase price plus 5 years of full service, as entered in the Response Table.

SUB-CONTRACTOR:

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

WARRANTY REQUIREMENTS:

Warranty shall be as per the requirements expressed in the Scope of Services section of this bid. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses. All of the requirements of the Full Service Maintenance Agreement shall be observed during the warranty period.

OBLIGATIONS and LIABILITY OF THE VENDOR:

The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

PERFORMING SERVICES:

The Vendor will perform all services according to the requirements and specifications of this bid.

OFFER: The undersigned 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.

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

RESPONSE TABLE

VENDOR _____

CONTACT PERSON _____

PHONE NUMBER: _____

E-MAIL: _____

Make and Model of Offered Devices: _____

Description	Quantity	Unit Price	Extended Price
Print Devices	4		

Description		Per Click Charge	Total 5 Years Click Charges (X 40,000,000)
Full Service Maintenance – 40,000,000 Clicks over 5 Years			

NET TOTAL OF EXTENDED PURCHASE PRICE PLUS 5 YEARS OF FULL SERVICE MAINTENANCE

\$ _____

CONTACT INFO FOR LOCAL DEALER SERVICING THE ACCOUNT:

PLEASE LIST ANY SUBCONTRACTORS YOU PROPOSE TO USE:

Subject: **Sample (To be completed at time of award)**

1.0 AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone #	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contract(s)ing Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor 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		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) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall 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 Vendor 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(S) PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract(s) 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(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which 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.

6.2 During the term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor 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 Contract(s)ing 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 Contract(s)ing 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 Vendor 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 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;

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(s) 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;

8.2.3 set off against any other obligations the State may owe to the Vendor 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 Vendor shall deliver to the Contract(s)ing 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(s) 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. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, 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 or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACT(S). The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor 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 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, 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 Vendor.

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

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

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

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

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

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

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

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