

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: **PURCHASE OR RENT OF COLOR MULTI-FUNCTION COPIER – ADJUTANT GENERAL’S – SUPPLY & INSTALL**  
Bid Number: **BID 26-16**  
Bid Posted Date: **September 2, 2015**  
Bid Opening Date and Time: **SEPTEMBER 21, 2015 @ 11:30 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 # 26-16 for Purchase or Rent of Color Multi-Function Copier – Adjutant General's – Supply & Install services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

Authorized Signor's Signature \_\_\_\_\_ Authorized Signor's Title \_\_\_\_\_

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

**REQUEST FOR BID FOR PURCHASE OR RENT OF COLOR MULTI-FUNCTION COPIER – ADJUTANT GENERAL’S – SUPPLY & INSTALL FOR THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) for the Purchase or Rent of a Color Multi-Function Copier – Adjutant General's – Supply & Install to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

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

**BID SUBMITTAL:**

All bids must be submitted on this form (or an exact copy), must be typed or clearly printed in ink, and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to [PRCHWEB@NH.GOV](mailto: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, considered the dates below a “no later than” date.

9/2/2015	Bid Solicitation distributed on or by
9/14/2015	Last day for questions, clarifications, and/or requested changes to bid
9/21/2015	11:30 (EST) AM Bid Opening
10/5/2015	Estimated Notification(s) to Award to apparent low bidder/s

**CONTRACT TERM:**

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

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

**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.

**TERMS OF SUBMISSION:**

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

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

**LIABILITY:**

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

**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 at any time by giving the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

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

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

**CERTIFICATE OF INSURANCE:**

Prior to being awarded a contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

**INVOICING:**

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

**BID INQUIRIES:**

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted in writing to Robert Lawson, Purchasing Agent, Bureau of Purchase and Property, at [robert.lawson@nh.gov](mailto:robert.lawson@nh.gov). All requests, questions, and clarifications shall be submitted no later than the date and time indicated in the "TIMELINE" section of this bid.

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

**BID DUE DATE:**

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

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

**ADDENDA:**

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

**VENDOR RESPONSIBILITY:**

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

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on 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 updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

In preparation of your bid response, you shall:

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

**IF AWARDED A CONTRACT:**

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

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

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

**BID PRICES:**

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

**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 State is requesting that Vendors provide pricing for a straight purchase of this equipment and also pricing for a 4 year rental (see Bid Response page). The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest price. The State may choose to purchase or rent this equipment based on the option that best meets its operational needs and budget requirements.

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

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

**NOTIFICATION AND AWARD OF CONTRACT(S):**

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

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

**SITE VISITATION:**

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the service. Call Stephanie Milender at (603) 225-1361 to make an appointment to view the site of the intended installation. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete service.

# SCOPE OF SERVICES

## State of New Hampshire; Department of Administrative Services Request for Bid

### Color MFD Purchase or Rent

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- 20.0 Abbreviations/Definitions

## **1.0 PURPOSE**

- 1.1 The purpose of this Request for Bid is to procure a color multifunction printer/copier/scanner/fax device, hereafter referred to in this document as the "**Color MFD**".
- 1.2 Pricing is requested for two different possible procurement scenarios: A) **purchase**; B) **rent for 4 years**.
- 1.3 In either the purchase or the rent scenario, requested pricing will include **Full Service Maintenance and supplies** as part of the procurement.
- 1.4 The following specifications cover the minimum requirements for the Color MFD Device, its installation, full service maintenance, performance, invoicing and removal at contract end.

## **2.0 CLIENT/LOCATION**

- 2.1 Bidder's offer must be based on delivering, installing and maintaining the Color MFD at the following location:  
  
State of New Hampshire Adjutant General's Department  
Construction and Facilities Management Office  
1 Minuteman Way  
Concord NH 03301
- 2.2 Bid amounts must include delivery, installation, training, repair parts, repair services and operating supplies provided to this location on an FOB Destination basis.

## **3.0 MINIMUM REQUIREMENTS – GENERAL**

- 3.1 Color MFD must offer these functions: color photocopy from hard copy originals, color print from files over a network, color scan to network, facsimile transmit and receive.
- 3.2 Reproduction technology: LED electrophotography.
- 3.3 Color MFD must offer a minimum repro speed of 30 B&W or color 8-1/2" x 11" impressions per minute.
- 3.4 Color MFD must have a rated duty cycle of 100,000 impressions per month or higher.
- 3.5 Must offer standard automatic duplex copying and printing.
- 3.6 No demos, refurbished, remanufactured or used equipment or parts allowed.
- 3.7 Model must be current; no discontinued models or models no longer in production at the time of bid submission.
- 3.8 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.
- 3.9 Must be able to print without difficulty on recycled paper having 30% postconsumer waste content.
- 3.10 If offered Color MFD is a "tabletop model", then it must include a purpose-built stand.
- 3.11 Must include all parts, boards, and internal software to enable all photocopier, print, scan and fax functions.
- 3.12 Shall 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 Color MFD when sensing End User interaction with the device.

- 3.13 Must include a dedicated electrical surge protector of appropriate joule rating to provide credible protection for the device.
- 3.14 Machine footprint must not exceed 36" length x 36" width.
- 3.15 Device must have a color touch screen control panel interface.

#### **4.0 ACCESS**

- 4.1 Device must have a multiple-user counter/access feature with a minimum capacity for at least 100 individual user codes.
- 4.2 Access controls must allow restriction of pc desktop access based on network authentication by user name and password.
- 4.3 Passwords shall contain a minimum of 10 characters with a combination of upper and lowercase characters and at least one number or special character such as @, &, # or !.
- 4.4 Access controls must allow the option to restrict "walk-up" access (End User is physically at the Color MFD) to authenticated End Users via user name, password or user code or a combination of such.
- 4.5 Shall have the ability to be shared among End Users through a network environment as a peripheral device compliant as per section 11.0.
- 4.6 Shall allow authorized staff from the New Hampshire Army National Guard Directorate of Information Management (hereafter known as **NHARNG DOIM**) to have password-protected administrative access.
- 4.7 Authorized NHARNG DOIM staff shall be able to recover administrative credentials through a web interface or through another remote recovery method that does not require direct Contractor interaction or the Contractor needing to access the device physically.

#### **5.0 MINIMUM REQUIREMENTS – PAPER FEED**

- 5.1 Must have a total feeder capacity of at least 1,000 sheets of 20 lb. bond (not including bypass tray), consisting of at least two adjustable paper drawers with a capacity of at least 500 sheets of 20 lb. bond each.
- 5.2 Paper drawers shall accommodate a range of stock weights from 20 lb. bond to 80 lb. cover and offer standardized settings for these paper sizes:
  - 5 ½" x 8 ½"
  - 8 ½" x 11"
  - 8 ½" x 14"
  - 11" x 17".
- 5.3 Device must automatically detect paper size placed in tray.
- 5.4 Device must allow an operator to designate default tray access.
- 5.5 Bypass tray must handle paper weights of 16 lb. bond (60 GSM) to 110 lb. cover (300 GSM) and up to 12" x 18" paper size.

#### **6.0 MINIMUM REQUIREMENTS – FINISHING**

- 6.1 Color MFD must have an inline stapler that can staple a minimum of 50 sheets of 20# bond (75 GSM). Networked End Users shall be able to select stapling as an option from their desktop when printing over the network.
- 6.2 Must have an offset sorter/stacker.

## **7.0 MINIMUM REQUIREMENTS – PHOTOCOPIER**

- 7.1 Copier must be able to reproduce from hard copy originals in both B&W and full color.
- 7.2 Must have Auto Color Sensing (ACS) feature to detect color, black and white or mixed originals and reproduce and accrue click counts accordingly.
- 7.3 Minimum speed: 30 simplex images per minute on 8 ½" x 11" 20# bond, color or B&W.
- 7.4 Minimum print resolution: 600 x 600 DPI.
- 7.5 Platen must be able to handle up to 11" x 17" originals.
- 7.6 Must have Auto Paper Sensing (APS) to detect size of standard-sized originals and output on like-sized paper.
- 7.7 Zoom reduction/enlargement: minimum range of 50-400%.
- 7.8 Must allow End Users to cancel photocopier jobs immediately to reduce excess paper waste.
- 7.9 Must allow setting of the machine to default to duplex with End User ability to choose simplex for specific copy jobs. Reverts automatically to duplex after simplex copying.

## **8.0 MINIMUM REQUIREMENTS – NETWORK PRINTER**

- 8.1 Must be able to print in full color mode or B&W mode with separate monthly click allowances and cost structures for the two modes.
- 8.2 Minimum print resolution: 600 x 600 DPI.
- 8.3 Minimum speed: 30 color or B&W simplex images per minute on 8 ½" x 11" 20# bond.
- 8.4 Must print over a minimum size range of 5 ½" x 8 ½" to 11" x 17" paper sizes.
- 8.5 Allows on-demand printing directly from the End User's pc desktop.
- 8.7 Must allow End Users to have control over the following print features from their own desktop computers:
  - 8.7.1 Choice of simplex or duplex printing.
  - 8.7.2 Choice of paper size.
  - 8.7.3 Choice of paper tray.
  - 8.7.4 Choice of paper orientation.
  - 8.7.5 Viewing of print status.
  - 8.7.6 Cancellation of print jobs.
  - 8.7.7 Holding of print jobs in queue for secure retrieval.
- 8.8 Must provide the option for secure retrieval of confidential printed documents by allowing them to be held in a queue and only printed out when the End User is there in person to enter a user code on the Color MFD control panel. The presence of held print jobs in the queue shall not prevent other End Users' print jobs from being printed.
- 8.9 Must permit setting of the device to default to duplex reproduction. On this setting, End Users may select simplex for certain print jobs, but Color MFD will revert automatically to duplex after the simplex printing is done.

## **9.0 MINIMUM REQUIREMENTS – SCANNER**

- 9.1 Color MFD shall have an integral scanner function that permits manual scanning from a platen as well as automatic duplex scanning through a Duplexing Automatic Document Feeder (DADF) or Reversing Automatic Document Feeder (RADF).
- 9.2 Scanner shall be able to perform B&W and full color scanning at a minimum resolution of 600 x 600 dpi with other resolution settings also available.
- 9.3 Scanner shall be able to scan up to 11" x 17" originals, and automatic document feeder shall be able to duplex-scan up to this size.
- 9.4 Scanner shall have options for scan to print, scan to FTP, scan to e-mail, scan to pc desktop, scan to network share using Active Directory authentication and scan to fax.
- 9.5 Scanner will be able to automatically create PDFs with setups for automatic file compressions.
- 9.6 End Users shall be able to save scans to PDF, TIFF or JPG formats.
- 9.7 Scanner shall include an automatic document feeder with 100 sheet capacity, capable of scanning 2-sided originals. Capabilities shall include 1:2, 2:1 and 2:2 copying, scanning and faxing with standard sizes of at least 5½" x 8½", 8½" x 11", and 8½" x 14".
- 9.8 System will allow End Users to cancel scan job(s) at the Color MFD control panel and delete scans from a networked pc desktop.
- 9.9 Scans shall not be counted as meter clicks against the monthly copy allowance. Meter clicks shall only accrue for physical images reproduced in toner on paper or other substrates.
- 9.10 Operating System compliance as per section 11.0.
- 9.11 Network compliance as per section 11.0.
- 9.12 Color MFD will allow NHARNG DOIM staff the ability to remotely test configurations for scan-to-network.

## **10.0 MINIMUM REQUIREMENTS – FAX**

- 10.1 Color MFD must include facsimile transmit and receive capability.
- 10.2 Fax must support both Internet (such as VOIP) and Landline communication systems.
- 10.3 Must support fax service via pc desktop as well as fax service direct from Color MFD.
- 10.4 Modem Speed: minimum 33.6 kbps (kilobits per second).
- 10.5 Transmission Speed: 3 seconds per page or better.
- 10.6 Resolution: ability to fax at 400 x 400 DPI with a minimum 200 x 200 grayscale.
- 10.7 Memory: minimum 10 MB.
- 10.8 Automatic Dialing: minimum 200 destinations.
- 10.9 Must offer Data Compression.
- 10.10 Incoming faxes shall print in black and white and may only count against the B&W monthly click allowance for the device. No color meter clicks for fax.

- 10.11 Outgoing faxes shall not be recorded as a meter click against monthly volume allowance. Meter clicks shall only accrue for physical images reproduced in toner on paper or other substrates.
- 10.12 Network compliance as per section 11.0.
- 10.13 Operating System compliance as per section 11.0.

## **11.0 MINIMUM REQUIREMENTS – TECHNOLOGY**

- 11.1 Minimum 3.5 GB image server memory.
- 11.2 Minimum 2 GB printer/scanner memory with ability for upgrades of additional memory.
- 11.3 Any memory device used to store documents shall have a manual and automatic clear feature to prevent unauthorized access to stored documents.
- 11.4 Minimum 160 GB HDD.
- 11.5 Any hard drive device used to store documents shall have overwrite capabilities to ensure no unauthorized access to stored documents.
- 11.6 Color MFD shall support secure walk-up access for multiple users with user-number authentication by login name and password.
- 11.7 Shall support secure network access through LDAP server for copy, print, scan and fax by authentication with Active Directory domain credentials.
- 11.8 Shall use only one network connection for network printing and scanning.
- 11.9 Shall accommodate Ethernet 10-Base T/100-TX (Cat 5) and USB connection options.
- 11.10 Shall allow RJ 45 interface.
- 11.11 Minimum protocol support: TCP/IP, HTTP, and SMTP.
- 11.12 Shall contain a minimum of PCL6 and Adobe Postscript Level 3. Open architecture and true PDF.
- 11.13 Minimum Operating System Compliance: Windows® XP, Windows® Vista, Windows® 7, future Windows® operating systems, Windows® Server 2003, Windows® Server 2008, future Windows® Server operating systems, MAC® (PPD File) 9.x to 10.7 and future MAC® operating systems.
- 11.14 Print drivers shall be upgradable and such upgrades shall be routinely included as a normal function of Full Service Maintenance as set forth in section 14.0.
- 11.15 Shall allow designated and authorized End User Network Administrators the ability to view all job queues across the network to include all authenticated users.

## **12.0 INSTALLATION**

- 12.1 Contract awardee shall provide F.O.B. delivery of the Color MFD, plus installation and operator training to the satisfaction of the End User.
- 12.2 Delivery shall be made within twenty (20) working days after receipt of order.

- 12.3 The shipment will be 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 Vendor.
- 12.4 Initially provided equipment must include full color and black/white toner cartridges to be installed in the Color MFD for startup, plus spare color and black/white toner cartridges.
- 12.5 Contractor must notify and coordinate with NHARNG DOIM on the details of installation **before** the installation is done, as required in section 13.0.
- 12.6 Delivery will consist of unpacking all Color MFD components and assembling into fully operational form in a work area to be made available by the End User.
- 12.7 End User is responsible for ensuring that properly wired electrical and network cable outlets are prepared.
- 12.8 When installed, device and all its subsystems and parts must be brand new, unblemished and in perfect working condition. Any part or system not meeting this standard shall be immediately replaced.
- 12.9 After the Color MFD system has been established as fully operational, including all network and fax telephony connections, operator training shall be given.
- 12.10 On-site operator training shall be provided by a qualified representative of the Vendor within three (3) to five (5) working days of installation.
- 12.11 Contractor must also coordinate with, communicate with and train authorized DOIM personnel as required in section 13.0.
- 12.12 Training session(s) shall be of sufficient duration, content and frequency as to impart complete proficiency of operation to the complete satisfaction of the End User. Training shall take no more than one full business day.
- 12.13 Contractor shall leave the training about scanning to be conducted by NHARNG DOIM, and End Users should be directed to query DOIM for scanning procedures.
- 12.14 If needed, Contractor shall provide additional spot training upon request any time within the contract term at no additional charge to the State.
- 12.15 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, the End Users must order a replacement toner cartridge each time they install a spare cartridge, and not wait until after the spare has become empty.**
- 12.16 Installation shall be accepted and signed off upon completion of all training. Date of sign-off shall be the date of commencement of the service contract period set forth in section 14.0 below.

### **13.0 VENDOR RESPONSIBILITY TO THE DIRECTORATE OF INFORMATION MANAGEMENT (DOIM)**

- 13.1 The End User shall coordinate between the Contractor and NHARNG DOIM for any aspects of the Color MFD installation that involve connecting it or any part of it to any technology-related device under the jurisdiction of DOIM. Technology-related devices include, but are not limited to: print, scan, fax and anything connected to the network infrastructure.

- 13.2 The Contractor shall work cooperatively with the DOIM authorized contact person(s) and discuss, via e-mail or telephone, the installation of the Color MFD before such equipment is installed.
- 13.2.1 DOIM shall be consulted regarding installation a minimum of ten (10) working days prior to intended date of install.
- 13.2.2 Any installation or service that might impact customized system configurations must be approved by DOIM prior to implementation.
- 13.3 Contractor shall also contact DOIM's authorized contact person(s) in advance regarding any contemplated technical repairs or maintenance to the Color MFD that might affect NHARNG's network functions or other technology infrastructure. DOIM must give explicit approval before any such work may be undertaken.
- 13.4 The Contractor shall provide DOIM with step-by-step training and documentation for the operation, configuration and all enabled functionality of the Color MFD, and any attachments or accessories.
- 13.5 Any hard drive device used to store documents within the Color MFD shall be accessible to DOIM's authorized contact person(s) through an administrative access code. This DOIM representative shall be able to change his/her access code from the default.
- 13.6 The Contractor must notify DOIM's authorized contact person(s) before the connected Color MFD is to be removed from its location for any reason.
- 13.7 The Contractor must confirm complete overwrite of any document data stored on the device to the satisfaction of DOIM before the Color MFD may be removed from its location for any reason.

#### **14.0 FULL SERVICE MAINTENANCE**

- 14.1 Whether the Color MFD is purchased outright or rented, vendor shall be contracted as part of this procurement to provide qualified Full Service Maintenance (hereafter "FSM") on the device, commencing on the signed-off date of installation acceptance and continuing for a period of 48 months thereafter.
- 14.2 In this bid, pricing for the Full Service Maintenance aspect is requested to be expressed as a monthly flat rate for 15,000 B&W meter clicks per month and 1,500 full color meter clicks per month, together with per-click rates that will be applied for any over-allowance volumes. These rates are to include all maintenance and repair parts, labor, shipping, mileage, travel time and operating supplies.
- 14.3 The term "operating supplies," as used in 14.2 above, shall include toner, developer, fuser, drums, photoreceptor belts and any other consumables needed for the day-to-day operation of the Color MFD except for paper and staples. Paper will be supplied by the End User and staples will be bought from the Contractor on an as-needed basis at separate rates to be quoted in this bid.
- 14.4 Service requirements of this Full Service Maintenance Contract shall be as follows:
- 14.4.1 Contractor shall provide onsite repair service and preventive maintenance during the hours of 8:00 a.m. to 5:00 p.m. Eastern time, five (5) days a week Monday-Friday (hereafter referred to as "Regular Service Hours"), when requested by the End User.
- 14.4.2 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.
- 14.4.3 Unless jointly agreed otherwise between the End User and the Contractor, the Contractor shall have a qualified technician on-site to work on the Color MFD no later than the next day of Regular Service Hours following the End User's service request.

- 14.4.4 Unless jointly agreed otherwise between the End User and the Contractor, the Contractor shall repair the Color MFD to the End User's satisfaction within three (3) working days of the initial on-site visit. If the Color MFD cannot be made functional within this allotted time, the Contractor shall supply, at no charge, a temporary replacement Color MFD of equal or better print speed, duty cycle and features. Contractor must have this replacement device on-site and fully operational within ten (10) working days. 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 Color MFD until such time as the original Color MFD has been restored to normal operating condition. At no time shall the End User be required to pay for two Color MFDs concurrently.
- 14.4.5 Any replacement installation as required in 14.4.4 above shall be communicated to NHARNG DOIM prior to the installation.
- 14.5 If the Contractor fails four (4) or more times within any continuous six-month period to provide timely service upon request from the End User as set forth in section 14.4, then the End User may cancel the contract by making written notification to the Contractor, and the Contractor shall then be required to remove the Color MFD within ten (10) working days. In this case, the End User shall incur no early termination fee and no charge for device removal or any other closeout procedure. As with any removal, NHARNG Directorate of Information Management (DOIM) must be notified and shall supervise such removal as required in section 13.0.
- 14.6 All replacement parts and consumable supplies shall be OEM brand.
- 14.7 All supplies and parts shall be delivered or shipped to the End User on an FOB Destination basis.
- 14.8 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.
- 14.9 Contractor shall provide information to the End User on how best to order service and supplies. Contractor shall also provide information on how to return used toner cartridges free of charge and freight.

## **15.0 PERFORMANCE**

- 15.1 Unless jointly agreed otherwise between the End User and the Contractor, if the Color MFD requires service for the *same malfunction* more than four (4) times over a six (6) month period, each time causing the equipment to run at less than 100% capacity for two (2) consecutive calendar days, if malfunction occurs on a Monday thru Thursday, or four (4) consecutive calendar days if malfunction occurs on a Friday; then such Color MFD must be permanently replaced within ten (10) working days at no additional charge with a comparable Color MFD meeting the specifications of this RFB that will perform without excessive repetitive malfunctions. Replacements shall be communicated in advance to DOIM and their installation supervised by DOIM as required in section 13.0.
- 15.2 Unless jointly agreed otherwise between the End User and the Contractor, if the Color MFD requires service for *different malfunctions* more than five (5) times over a six (6) month period, each time causing the equipment to run at less than 100% capacity for two (2) consecutive calendar days, if malfunction occurs on a Monday thru Thursday, or four (4) consecutive calendar days if malfunction occurs on a Friday; then such Color MFD must be permanently replaced within ten (10) working days at no additional charge with a comparable Color MFD meeting the specifications of this RFB without excessive malfunctions. Replacements shall be communicated in advance to DOIM and their installation supervised by DOIM as required in section 13.0.

- 15.3 If the Color MFD is replaced in accordance with sections 15.1 or 15.2 and the replacement device also fails to perform and again meets the malfunction criteria set forth in sections 15.1 or 15.2, then the End User may cancel the contract by making written notification to the Contractor. In such case, the Contractor must remove the Color MFD within ten (10) working days; no early termination fee shall apply; and no other closeout charge may be levied by the Contractor. Such removal shall be communicated to DOIM as required in section 13.0.
- 15.4 If the Contractor fails four (4) or more times within any continuous six-month period to provide timely service upon request from the End User as set forth in section 14.4, then the End User may cancel the contract by making written notification to the Contractor, and the Contractor shall then be required to remove the Color MFD within ten (10) working days. In this case, the End User shall incur no early termination fee and no charge for device removal or any other closeout procedure. As with any removal, NHARNG Directorate of Information Management (DOIM) must be notified and shall supervise such removal as required in section 13.0.
- 15.5 If physical damage to the Color MFD is the fault of the End User, the End User shall be responsible for the cost of the repairs at the 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.
- 15.6 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:
- 15.6.1 Damaged platen glass (due to platen cover being slammed too hard or an object hitting the glass hard enough to crack or crush the platen glass).
  - 15.6.2 Broken Color MFD doors (that appear to be physically torn from the machine).
  - 15.6.3 Broken Color MFD cassette/drawers (that have been physically torn from the machine).
  - 15.6.4 Any paper trays that are completely broken from the Color MFD due to obvious stress on the trays by the End User.
  - 15.6.5 Large dents that cause the Color MFD to fail in its capacity as specified.
  - 15.6.6 Damages to the Color MFD caused by moving it without Contractor permission and participation. (The Contractor alone may move the Color MFD from its installed location).
  - 15.6.7 Electrical damages (boards, wiring, etc.) to the Color MFD caused by failing to use the dedicated electrical surge protector provided by the Contractor.

## **16.0 INVOICING**

- 16.1 Monthly invoicing is requested.
- 16.2 Invoicing shall commence upon End User acceptance of installation, following training. In the event that the End User delays acceptance of installation beyond fifteen (15) working days after delivery for reasons of its own timing not related to Contractor performance, the Contractor may invoice without the End User's acceptance sign-off.
- 16.3 If the End User elects to **purchase** the Color MFD, then the Vendor shall submit a one-time invoice for the full cost of the device, followed by monthly invoicing over the life of the 4-year (48 month) contract for Full Service Maintenance only. Invoicing for purchase price must itemize charges as applicable and in accordance with the bid offer. Invoicing for full service maintenance must report actual B&W and Color meter click counts accrued for the billing period just ended and must itemize FSMA flat rate and over-allowance charges.
- 16.4 If the End User elects to **rent** the Color MFD, then a single monthly invoice shall contain both the monthly rental charge and the monthly Full Service Maintenance charges. All invoicing must itemize charges for rental; must report actual B&W and Color meter click counts accrued for the billing period just ended; and must itemize FSMA flat rate and over-allowance charges.

- 16.5 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.
- 16.6 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.
- 16.7 Payments on Contractor's invoices shall be made within thirty (30) days following receipt of invoice.
- 16.8 The Contractor may offer a cash discount for payment within 15 days of receipt of invoice.
- 16.9 The Contractor shall notify the End User of any billing payments not received within 60 days.

## **17.0 EARLY TERMINATION**

- 17.1 The term of both the rental (if the rental option is chosen) and the Full Service Maintenance shall be set at 48 months.
- 17.2 If the Color MFD is purchased, the End User may terminate the Full Service Maintenance arrangement at any time for any reason with 10 business days' written notice.
- 17.3 If the Color MFD is rented, the End User may terminate the rental and Full Service Maintenance without penalty prior to expiration of the 48 month contract period if the device or the Contractor fails to perform, as set forth above in sections 15.3 and 15.4. Termination will become final 10 business days after the End User provides written notice.
- 17.4 If the Color MFD is rented, the End User may terminate the contract early for any other reason not related to device or vendor performance by giving 10 business days' written notice and paying an early termination fee equal to 3 months' rental.

## **18.0 REMOVAL**

- 18.1 Upon conclusion of the contract term or upon earlier termination for any reason, the Contractor shall be responsible for the removal of the Color MFD and any costs associated with such removal.
- 18.2 Contractor shall remove the device within ten (10) working days from the date the End User notifies the Contractor that the Color MFD is ready for removal. The End User shall not be responsible for any costs associated with the Color MFD rental as of the date the Contractor is notified to proceed with removal.
- 18.3 Removal shall include the complete overwrite of any stored data as per section 13.7.

## **19.0 LINE ITEM COSTS**

- 19.1 On the Vendor's Bid Response page, in addition to providing price offers for device purchase, device rental and full service maintenance, please also quote for the following line items:
- 19.2 Cost of Staples – The End User will order and pay for staples separately according to prices quoted in this bid. Please quote on staples for the Color MFD model offered, listing the quantity and price per package, with standard-speed FOB delivery included in the price. Contractor shall hold the price of staples at the quoted rate for any staple orders placed within the 48 month contract period. If the End User requests expedited rush delivery, Contractor may provide it and charge for the excess shipping cost over and above the standard-speed shipping rate.

- 19.3 **Relocating** – Please quote the hourly rate of charge for relocating the Color MFD to another area within the End User's compound, in the unlikely event it becomes necessary to do so. A relocation charge would be separate from the monthly base charge for the Color MFD. Contractor shall hold the price of relocation work at the quoted rate for any relocation request made within the 48 month contract period.
- 19.4 **Hourly Labor Rate for Service Performed During Non-Regular Hours** – Please quote the hourly labor rate for any repair or maintenance service specifically requested by the End User to be performed during non-regular hours, i.e., after hours, weekend hours or holiday hours. This rate of charge shall be considered to include travel time and mileage as built-in; billing for any such service shall be simply computed by applying the quoted rate only to actual hours of labor spent on-site by the technician.

## 20.0 **TERMS AND ABBREVIATIONS**

- 20.1 **1:1:** Creation of one-sided copies from one-sided originals.
- 20.2 **1:2:** Creation of two-sided copies from one-sided originals.
- 20.3 **2:2:** Creation of two-sided copies from two-sided originals.
- 20.4 **ADF (Automatic Document Feeder):** a device feature that rapidly moves hard copy originals through a scanner without an operator having to manually handle each sheet of the original.
- 20.5 **Automatic Duplexing:** The device automatically detects that the originals run through the automatic document feeder are two-sided and makes two-sided copies from them without manual setting on the part of the operator.
- 20.6 **Color MFD:** For this RFB: the Color multifunction photocopier- printer-scanner-fax device referred to in this RFB and all its related parts, accessories, attachments and network-related devices.
- 20.7 **Dots Per Inch (DPI):** As used in this RFB, the measure of how many separate points or locations are addressable by the scanner or printer in one linear inch. A higher DPI rating generally equates to higher resolution in imaging.
- 20.8 **Duplex:** Scanning or imaging both sides of a sheet.
- 20.9 **DADF (Duplex Automatic Document Feeder):** Captures the images on both sides of the originals in one pass through the automatic document feeder.
- 20.10 **Electronic Sorting:** Printed output is electronically collated (set in sequence) in correct order.
- 20.11 **End User(s):** For this procurement, the Construction and Facilities Management Office (CFMO) of the NH Adjutant General's Department.
- 20.12 **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 and has financial responsibility for their transport and insurance up to the point where they reach the delivery destination of the consignee. At that point, the consignee takes ownership and responsibility for the welfare of the goods.
- 20.13 **FSMA (Full Service Maintenance Agreement):** Contract for repair, routine maintenance and operating supplies for the Color MFD as outlined in section 14.0.
- 20.14 **Images Per Minute (IPM):** the speed at which documents can be captured on a scanner and stored as electronic image files. Also sometimes called "OPM" or "Originals Per Minute".

- 20.15 **Inline Sorter Stapler:** Electronic sorting technology in which the collated sets of documents are automatically stapled before they are placed in the output tray. End users may utilize this option when printing from pc desktops when applicable.
- 20.16 **Meter Clicks:** The count of how many images have been printed on the device.
- 20.17 **Offsetting Delivery:** the output tray of the Color MFD moves each time a document page set is completed, allowing the End User to easily separate one collated multipage document from the adjacent ones in the stack.
- 20.18 **Original:** The electronic or hard copy document from which reproduction is to be done.
- 20.19 **OEM:** Original Equipment Manufacturer. OEM replacement parts are parts of the same brand as the whole device.
- 20.20 **PPM (Pages Per Month):** This term is typically used in reference to the B&W and Color meter click allowances for the device. PPM refers only to actual toner-on-paper impressions; scans are not considered printed output and do not count in the PPM assessment.
- 20.21 **Platen:** The "ground glass" on which hard copy originals are placed to be copied or scanned.
- 20.22 **RADF (Reversing Automatic Document Feeder ):** A device that enables a hard copy multi-page document to be rapidly scanned or photocopied without the operator having to manually place each original on the platen. Duplex scanning is achieved by scanning one side of an original, then reversing it to scan the other side. When the image capture process is complete, the page order of the original is the same as it was in the beginning.
- 20.23 **Simplex:** One-sided scanning or printing.

**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.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The Vendor shall perform 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 drawings.

The Vendor shall take all responsibility for the work under this contract; 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.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

**PERFORMING SERVICES:**

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

**OFFER:**

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

**VENDOR RESPONSE PAGES BELOW**

**VENDOR CONTACT INFORMATION:**

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

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

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

**VENDOR'S BID RESPONSE**

**Color MFD, Purchase or Rent for NH Adjutant General's CFMO**

**Vendor Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Proposed Make and Model of Color MFD (please include a brochure and specifications):**

\_\_\_\_\_

**Purchase Price:** \_\_\_\_\_

**Monthly Rental Payment (48 month term):** \_\_\_\_\_

**Monthly Base Rate for Full Service Maintenance and Supplies (15,000 B&W and 1,500 Color clicks included):**

\_\_\_\_\_

**Price per click for B&W over allowance clicks:** \_\_\_\_\_

**Price per click for Color over allowance clicks:** \_\_\_\_\_

**Staples: \$** \_\_\_\_\_ **per** \_\_\_\_\_

**Hourly rate for service requested to be performed outside of regular service hours:** \_\_\_\_\_

**Hourly rate for device relocation:** \_\_\_\_\_

**Contact info for local dealer servicing the account:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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

## AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council			
By: _____		On: _____	

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof,

and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

**7. PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any

subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

9.2 All data and any property which has been received from the State or purchased with funds

provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

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

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

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

## **14. INSURANCE.**

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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