



STATE OF NEW HAMPSHIRE
DEPT. OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID

BID NUMBER: 2015-55

BID TITLE: Full Service Maintenance Contract for a Kodak Production Copier

CLIENT: NH Bureau of Graphic Services

SUBMISSION DEADLINE: 11:30 a.m. EDT Wednesday April 15, 2015

SUBMIT BIDS BY E-MAIL TO: Printing.Bids@nh.gov

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**State of New Hampshire
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Graphic Services**

Request for Bid #2015-55:
Full Service Maintenance Contract For A Kodak Production Copier

Section I: Instructions for Bidders

1.1 READ AND FOLLOW INSTRUCTIONS

Please read and follow these instructions carefully. Bid responses are often submitted incorrectly due to vendor failure to read and follow all instructions. If you have any questions, refer to the instructions entitled "RFB Inquiries".

1.2 RFB INQUIRIES

This RFB is issued for the State of New Hampshire by NH Bureau of Graphic Services, the sole point of contact for the State during the procurement process. Direct all inquiries to the attention of Dan Ostroth, Daniel.Ostroth@nh.gov, Phone (603) 271-3205.

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

Inquiries should be submitted by an individual authorized to commit their organization to the Terms and Conditions of this RFB. Please include the name of the person submitting the question, as well as the vendor name and address.

1.3 ADDENDA

In the event a need arises to amend this RFB prior to the bid submission deadline, an addendum will be posted on the State's bid web site at http://das.nh.gov/purchasing/bids_posteddte.asp. Please check the website for any addenda before making a bid submission.

1.4 SPECIFICATION COMPLIANCE

Bidder's offer must meet the required specifications, terms and conditions as written and, if applicable, as amended by addendum. Bids based on alternative specifications or on any deviation from or exception to our terms and conditions will not be considered.

1.5 VENDOR CERTIFICATIONS

To bid and be awarded a contract, you must be registered as an authorized vendor to NH state government and you must be registered with the NH Secretary of State to conduct business in the State of New Hampshire. Register as follows:

- **1.5.1 State of New Hampshire Vendor Application:** Bidders must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. Applying is free. Online registration is available at: <https://das.nh.gov/purchasing/vendorregistration/welcome.aspx> . It is not necessary to include your registration form with your bid submission.
- **1.5.2 New Hampshire Secretary of State Registration:** A person or persons conducting business in the State of New Hampshire under any name other than his/her own legal name must register with the NH Secretary of State. To receive a contract award based on this bid, you will have to meet this registration requirement. There is a fee to apply. Please visit the following website to find out more about the requirements and filing fees for domestic (in-state) and “foreign” (out-of-state) businesses: http://sos.nh.gov/corp_div.aspx .

1.6 RETURN OF COMPLETE ORIGINAL RFB

Bid submission for this RFB must follow all instructions, meet all requirements, and include all pages of the original bid document and all addenda. Bid proposals must provide the requested information with completeness and clarity.

1.7 SUBMISSION OF BID RESPONSE

- Submit bids by e-mail (preferred) in the form of an attached PDF or JPG file to Printing.Bids@nh.gov. Or fax to (603) 271-1949.
- Write “Bid Attached for Bid Graphics 2015-55” in the subject line of the e-mail.
- Be sure your bid includes:
 - Vendor name.
 - Contact person’s name, address, phone number and e-mail address.
 - The entire Original RFB document and any addenda.
 - The bid transmittal letter on page 10, completed and signed.
 - The Vendor’s Bid Response page.
 - Use our form. Do not substitute a quote sheet done in your own price quote format.
 - Make all price information clear, dark and legible.
 - Any change, strikeover or other evidence of alteration to the Vendor’s Bid Response must be initialed by the bid signer.
- Make sure we receive your bid at Bureau of Graphic Services on or before the bid submission deadline. This deadline is a hard and fast cutoff, to the minute. Bids received after that time will be disqualified.

1.8 NOTE ON DISCLOSURE OF BID INFORMATION

If you are including information in your bid (other than price) that you want kept confidential, you must mark it as such. For more details, see our policy on Public Disclosure of Bid Information in Appendix C.

1.9 VENDOR ATTENDANCE AT THE OPENING OF THE BIDS

Vendors may attend the bid opening, however only the names of the bidders will be made public. Bid amounts will not be revealed at that time. By state law, bid information may not be published until after an award has been made. At that time, a summary of the bidding will be posted at the state’s bid website for access by the general public.

1.10 SUBCONTRACTORS

1.10.1 Bidders intending to use third (3rd) parties or subcontractors at any time in the performance of this contract must identify those businesses and indicate how they will be involved. State approval is required before any such arrangements take effect. Contract award is conditional on State approval of any proposed subcontractors.

1.10.2 The contract awardee shall be solely and entirely responsible for meeting all specifications, terms and conditions set forth in this RFB, its response and any resulting contract. If a subcontractor is used, the contractor shall be entirely responsible for the subcontractor's performance, and for all communication and coordination with the subcontractor necessary to ensure seamless service.

1.11 STATE REQUESTS FOR ADDITIONAL INFORMATION

Upon opening and reviewing all bids, the State shall have discretion to request additional information from any bidder to assist in understanding or clarifying their Bid.

1.12 RIGHT TO CANCEL BID

The State reserves the right to cancel this solicitation at any time prior to contract award. In this event, all responses will be rejected.

1.13 CONTRACT AWARD

If a contract is awarded in connection with this RFB, it will be awarded in total to one supplier. Award will be made to the bidder offering the lowest all-inclusive total net price to establish and perform the maintenance and repair service for one year, including all parts, as called for in the "Bid Offer" in Section 3.2 of this RFB.

1.14 BID RESULTS

Bid results may be viewed online after an award is made. Visit the Purchase and Property bid website at: http://das.nh.gov/purchasing/bids_posteddte.asp?sort=PostedDate%20DESC, go to the project listing by doing a search on the project number "2015-55", then click on "Closed" in the Status/Bid Results column.

1.15 REQUIREMENTS OF THE WINNING BIDDER

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

- A signed and completed P-37 contract agreement form from the State, including General Provisions, Terms and Conditions. A copy of this form may be reviewed in Appendix A of this bid document.
- A signed and notarized copy of a Clerk's Certificate, also known as a Certificate of Vote/Authority, documenting that the signer of the contract has authority to involve the company in a legally binding contract. An example of such a form may be found in Appendix B of this bid document.
- A Certificate of Comprehensive General Liability Insurance in the amount of \$2 million or more for each occurrence.
- A Certificate of Workman's Compensation Insurance.
- A Certificate of Good Standing from the New Hampshire Secretary of State Corporate Division.



**State of New Hampshire
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Graphic Services**

**Request for Bid #2015-55:
Full Service Maintenance Contract For A Kodak Production Copier**

Section II: Specifications

2.1 PURPOSE

The purpose of this Request for Bid is to establish a full service maintenance agreement contract for one (1) high-speed monochrome photocopier owned by the State of New Hampshire, Bureau of Graphic Services, in accordance with the requirements of this bid invitation and any resulting order.

2.2 SUBJECT OF THE CONTRACT

The photocopier to be covered by this contract is a Kodak Digimaster EX 300, serial number XAX0316. This is a high-speed, high-volume B&W toner-based printer consisting of two 150 sheets-per-minute print engines connected in tandem to provide duplex imaging at 150 sheets per minute. System components to be covered by this full service maintenance contract include:

- Server: a Dell OptiPlex 7010 PC running Windows 7.0 Professional 64-bit with 4 GB RAM. Flat-panel Acer 19" LCD monitor.
- Software tools on the server: Quite Imposing Plus 2, Smart Board 6.0, PDF Creator
- Desktop ADF Scanner: Panasonic Model KV-S7065C
- Front End: Sun System Ultra 24 with 8.0 software
- 3 paper supply drawers
- 2 print engines
- Inserter
- Finisher/stapler

2.3 REQUIRED OPERATIONAL QUALIFICATIONS

2.3.1 QUALIFIED TECHNICAL STAFF

Bidders must have technicians available to service this contract who have sufficient training on this or similar Kodak models to enable them to maintain and repair this machine quickly and effectively.

2.3.2 GEOGRAPHIC ABILITY TO MEET RESPONSE TIME

Those staff technicians referenced in 2.3.1 above must regularly operate within a service territory that enables them to respond to service calls for this machine within the response time limits set forth in section 2.7.2 below.

2.3.3 READY ACCESS TO OEM PARTS

Bidders must have established lines of supply for Original Equipment Manufacturer (OEM) repair parts for this machine, enabling them to bring to bear any necessary parts usually on the same day or next day at the latest.

2.4 DELIVERY LOCATION FOR PARTS AND SERVICES

The installed location of the machine is:

NH Bureau of Graphic Services
12 Hills Ave.
Concord, NH 03301

Bidder's offer must be based on supplying parts, maintenance and repair services to this location. All repair parts must be shipped or delivered to this location on an FOB Destination basis, prepaid by the contractor. Cost of repair parts and their delivery must be included in the base charge of the bid.

2.5 CURRENT CONDITION OF THE MACHINE

This photocopier began its service life as a single-engine Kodak Digimaster EX 138 in July 2007 and was upgraded in March 2010 by adding a 2nd print engine and other related system enhancements required to convert it to a model EX 300. It has been in regular production service at this one location since its beginning and is still being used daily for production. As of 3/20/2015, the total rounded click count on Engine 1 (the original print engine of the EX 138) is 29,030,000. The total count on Engine 2 is 16,548,000 clicks. Thus the total lifetime count for the machine as a whole is about 45,578,000 impressions, the sum of the two engines' counts. The machine has been maintained continuously by a factory-trained technician under a Full Service Maintenance Contract from the first day to the present day. The machine's performance has generally been excellent and continues so to the present day.

2.6 CONTRACT DURATION

2.6.1 TERM

This repair service and maintenance contract shall be in effect for a one-year period beginning June 1, 2015 or upon Governor and Council approval (if later than June 1, 2015) and running through 11:59 P.M. May 31, 2016. Any request for service placed by the State within the time period of this contract is to be covered in accord with the terms described herein.

2.6.2 RENEWAL

This repair service and maintenance contract may be renewed on the same terms for one additional period of one year by written mutual agreement between the New Hampshire Department of Administrative Services Commissioner and the contracted vendor. Any such contract extension may be subject to review and approval by the New Hampshire Governor and Executive Council.

2.6.3 REMOVAL OF SUBJECT EQUIPMENT FROM SERVICE

If Bureau of Graphic Services should elect to replace or retire the production copier within the contract period, it may effect cancellation of this full service maintenance by written notification to the vendor. Such cancellation shall become effective 45 calendar days after notification. After such time, the agency will no longer be responsible for any full service maintenance charges on the machine.

2.7 INVOICING

2.7.1 FEE FOR SERVICE

The fee for this full service maintenance agreement will consist of a regular monthly **base charge** predicated on a monthly copy allowance of 400,000 clicks, plus an **excess copy charge** per click on any clicks over and above the monthly allowance.

2.7.2 FREQUENCY

Vendor shall invoice monthly for the month just ended.

2.8 SCOPE OF COVERAGE

2.8.1 GENERAL

Under the quoted fee for service, the contract awardee shall provide, in a timely manner, all normal maintenance, repairs, server hardware and software support, and supplies required to keep all of the machine components listed in section 2.2 running correctly and productively. This shall include, at no extra charge beyond the regular monthly base charge described in section 2.6:

- All repair parts and their shipping or delivery;
- All technician travel time and mileage;
- All technician labor during Regular Service Hours as defined in section 2.7.3;
- All toner and other supplies, excluding paper and staples.

2.8.2 RESPONSE TIME ON REQUESTS FOR SERVICE

In the event of a machine malfunction or outright breakdown, Bureau of Graphic Services shall contact the contractor to request service. Then:

- Contractor must respond by telephone to the Bureau of Graphic Services within one (1) hour of receipt of an initial support request.
- Contractor must have a qualified technician on-site within two (2) hours of their telephone response, or by 8:30 a.m. the next day if the service request is placed after 1:00 p.m.

2.8.3 HOURS OF SERVICE

- 2.8.3.1 If a Request for Service is for service to be performed during Regular Service Hours, defined as 8:00 a.m. to 5:00 p.m., Monday-Friday (hereafter referred to as “8 x 5 x 5 service”), then that service shall be covered under the regular monthly charge.
- 2.8.3.2 If Bureau of Graphic Services requests for service to be done after the Regular Service Hours defined above (after 5:00 p.m. and before 8:00 a.m., Monday – Friday):
 - Any supplies or parts that are determined by the contractor and agreed by a Bureau of Graphic Services representative to be *critical* for repair, and are obtained and installed during After Hours Service, may be invoiced at cost plus 30%.
 - The contractor may charge extra for After Hours labor. Please indicate the rate of surcharge for After Hours Service in the “Vendor’s Bid Proposal”.
- 2.8.3.3 If Bureau of Graphic Services requests for service to be done on a weekend:
 - Any supplies or parts that are determined by the contractor and agreed by a Bureau of Graphic Services representative to be *critical* for repair, and are obtained and installed during Weekend Service, may be invoiced at cost plus 30%.
 - The contractor may charge extra for Weekend labor. Please indicate the rate of surcharge for Weekend Service in the “Vendor’s Bid Proposal”.
- 2.8.3.4 If Bureau of Graphic Services requests for service to be done on one of the ten holidays considered by the State of New Hampshire to be a state holiday (see appendix D for a list of the holidays):
 - Any supplies or parts that are determined by the contractor and agreed by a Bureau of Graphic Services representative to be *critical* for repair, and are obtained and installed during Holiday Service, may be invoiced at cost plus 30%.
 - The contractor may charge extra for Holiday labor. Please indicate the rate of surcharge for Holiday Service in the “Vendor’s Bid Proposal”.

2.8.4 REPLACEMENT PARTS AND SUPPLIES

- 2.8.4.1 Contractor shall provide replacement parts and supplies at no extra charge beyond the monthly base charge, except during non-Regular Service Hours as noted above. Supplies may include, but are not limited to: photo receptor belts, all waste containers, dry inks, developers, toners, drums, fuser agents, and any other supply needed for the day-to-day operation of the copier. Paper and staples are exceptions and will be purchased separately as needed by Bureau of Graphic Services.

- 2.8.4.2 All parts and supplies must be of the original equipment manufacturer (**OEM**) brand, except under extenuating circumstances when specific approval to use another brand has been given by a Bureau of Graphic Services representative. Such approvals shall be given on a case-by-case basis.
- 2.8.4.3 The cost of shipping or delivery of parts and supplies shall be included in the monthly base charge and not charged as extra.



**State of New Hampshire
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Graphic Services**

Request for Bid #2015-55:
Full Service Maintenance Contract For A Kodak Production Copier

Section III: Vendor's Bid Response

The Vendor's Bid Response consists of two forms:

- 3.1 Bid transmittal letter form.
- 3.2 Bid offer form.

Bidders must complete and return both forms in order to have a complete bid submission. Bids must be received at NH Bureau of Graphic Services by no later than 11:30 a.m. Eastern Daylight Time, Wednesday April 15, 2015. Please find our bid transmittal letter form on page 10 immediately following, and the bid offer form on page 11.

SECTION 3.1: STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: April 6, 2015

Company Name: _____

Address: _____

To: Point of Contact: Daniel J. Ostroth

Telephone: (603)-271-3205

Fax: (603) 271-1949

RE: Bid Submission

Project Title: Full Service Maintenance Contract for Kodak Production Copier

Bid Number: 2015-55

Bid Submission Deadline: 11:00 a.m. EDT Wednesday, April 15, 2015

Dear Daniel Ostroth:

[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 #2015-55** for a **Full Service Maintenance Contract for a Kodak Production Copier** 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 120 calendar 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 _____ **Signor's Title** _____

NOTARIZATION (Only the winning bidder is required to notarize, after receipt of notification. All others may leave blank.)

COUNTY: _____ **STATE:** _____ **ZIP:** _____

On the _____ day of _____, 2015, the above named, _____, personally appeared before me 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 #2015-55
Full Service Maintenance Agreement For A Kodak Production Copier

Section 3.2: Bid Offer

Firm: _____

Contact Person: _____ Phone: _____

Bidder's Price Offer:

1. Base charge/month based on a click allowance of 400,000/month: _____
x 12 months
= Annualized Base Charge: _____
2. Excess copy charge (per click) over 400,000/month allowance: _____
3. Hourly rate – After Hours Service: _____
4. Hourly rate – Weekend Service: _____
5. Hourly rate – Holiday Service: _____
6. Miscellaneous one-time startup charges, e.g. license transfer fee: _____

Vendor's Comments: _____

Appendix A – Sample of P-37 Service Contract

(Shown here for bidder inspection only; to be completed by the prospective awardee upon notification.)

(Page 1)

Print Form

Subject: Full Service Maintenance Contract for Kodak Production Copier **FORM NUMBER P-37 (version 1/09)**

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Admin. Svcs., Bureau of Graphic Services		1.2 State Agency Address 12 Hills Ave., Concord, NH 03301	
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 	
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: _____			

Appendix A – Sample of P-37 Service Contract

(Page 2)

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, 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 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. 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.

Contractor Initials _____
Date _____

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$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 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 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

Contractor Initials _____
Date _____

Appendix A – Sample of P-37 Service Contract

(Page 4)

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting 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 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.

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.

Contractor Initials _____
Date _____

Appendix B – Clerk’s Certificate

CERTIFICATE

(Corporation with Seal)

I, _____, Clerk/Secretary of _____ do hereby certify that: (Company Name)

(1) I am the duly elected and acting Clerk/Secretary of the _____, a _____ corporation (hereafter the "Corporation"); (State of Incorporation)

(2) I maintain and have custody of and am familiar with the seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates with respect to the contents of such books and to affix such seal to such certificates;

(4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held the _____ day of _____, 2015, which meeting was duly held in accordance with _____ law and the by-laws of the Corporation: (State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by the Corporation of certain _____ services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (he/she) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof;

(6) The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

_____ President _____ Vice President
_____ Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation and have affixed its corporate seal this _____ day of _____, 2015.

(Seal)

Clerk/Secretary

PUBLIC DISCLOSURE OF BID INFORMATION

A. Introduction

The State of New Hampshire has made it a priority through the Right-to-Know law (RSA 91-A), the TransparentNH initiative, and other statutes and practices to ensure that government activity is open and transparent. In general, these requirements allow for public review, disclosure and posting of government and public records. As such, the State is obligated to make public the information submitted in response to this RFB, any resulting contract, and information provided during the contractual relationship. The Right-to-Know law obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

B. Disclosure of Information Submitted in Response to RFB

Information submitted in response to this request for bid (RFB) is subject to public disclosure under the Right-to-Know law **after a contract is actually awarded**. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including but not limited to information related to bids, communications between the parties or contract negotiations, shall be available until a contract is actually awarded.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information submitted in response to this request for bid should be kept confidential, you must specifically identify that information where it appears in your submission in a manner that draws attention to the designation. You must also provide a letter to the person listed as the point of contact for this RFB, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire bid, proposal, attachment or section as confidential shall neither be accepted nor honored by the State.

Pricing and other information that relates to your contractual obligations in your bid or proposal or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a bidder's designations, the State is obligated by the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a bid or proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of your bid or proposal, the State shall first assess what information it is obligated to release. It will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a bidder must obtain and provide to the State, prior to the date specified in the notice, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information.

By submitting a bid or proposal, you acknowledge and agree that:

- The State may disclose any and all portions of the bid or proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB or RFP;
- The State is not obligated to comply with your designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your bid or proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to you.

Appendix D – List of State of NH Holidays

In order from date of contract commencement:

Independence Day	Friday, July 3, 2015
Labor Day	Monday, September 7, 2015
Veterans' Day	Wednesday, November 11, 2015
Thanksgiving Day	Thursday, November 26, 2015
Day after Thanksgiving	Friday, November 27, 2015
Christmas Day	Friday, December 25, 2015
New Year's Day	Friday, January 1, 2016
MLK/Civil Rights Day	Monday, January 18, 2016
President's Day	Monday, February 15, 2016
Memorial Day	Monday, May 30, 2016