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

REQUEST FOR BID

**Bid Number:** Graphics 2017-02

**Bid Title:** Production Monochrome Printer Rental & Service

**Client:** NH Bureau of Graphic Services

**Submission Deadline:** 11:00 a.m. EDT Wednesday, March 22, 2017

**Submit Bids By E-Mail To:** Printing.Bids@nh.gov

---

**TABLE OF CONTENTS**

- Cover Page .......................................................... 1
- Bid Submittal Form .................................................. 2
- General Conditions and Instructions .................................. 3
- Contract Terms and Conditions ........................................ 4 – 5
- State Policy on Public Disclosure of Bid Information .................. 6
- Section I: Instructions to Bidders .................................... 7 – 10
- Section II: Specifications ............................................ 11 – 16
- Section III: Vendor’s Bid Offers ..................................... 17 – 18
- Appendix A: Sample of P-37 Service Contract ......................... 19 - 22
- Appendix B: Clerk’s Certificate ...................................... 23
Bid Submittal For: MONOCROME PRODUCTION PRINTER RENTAL & SERVICE

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: DONALD LABRIE, Donald.Labrie@nh.gov
SUBMIT BIDS BY E-MAIL TO: Printing.Bids@nh.gov

_____________________________           , on behalf of ____________________________
(Insert name of signor)                (Insert name of Vendor)

hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to Bid
#Graphics 2017-02 for Monochrome Production Printer Rental & Service at the prices 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 Submission Deadline date 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 filing of 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 NH Department of Labor, the NH 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 NH Dept. of Labor, the NH Dept. 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 Procurement and Support Services 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.

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

NOTARIZATION

COUNTY: _____________________________________  STATE: ___________________________  ZIP: __________

On the _______ day of ______________________, 2017, 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)
GENERAL CONDITIONS AND INSTRUCTIONS

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

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

Bids may be issued only by the NH Division of Procurement and Support Services and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Responses to this RFB must be received at the Bureau of Graphic Services before the submission deadline. Bids must be submitted using the provided bid response form and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Graphic Services at least five (5) business days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items. If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

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

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

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

FEDERAL FUNDS. The Division of Procurement and Support Services, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following Federal Procurement Standards.

STATE’S OPTIONS: The Bureau of Graphic Services reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

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

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

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Graphic Services with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, for certified test results or for certificates of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The provisions set forth in any additional Terms and Conditions by the Bureau of Graphic Services are part of the bid and will apply to any contract awarded to the responding Vendor unless specific exceptions are taken and accepted. These terms and conditions will prevail over any contrary provisions submitted by the responding Vendor.
CONTRACT TERMS AND CONDITIONS

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

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

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

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

5. DELIVERY. If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, then the State may re-purchase similar items from any other source without competitive bidding, and the original Vendor may be liable to the State for any excess costs. If a Vendor is unable to complete delivery by the date specified, then it must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

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

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

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

8. EVENT OF DEFAULT; REMEDIES.
   8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):  
      8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
      8.1.2. failure to submit any report required hereunder; or
      8.1.3. failure to perform any of the other covenants and conditions of this agreement.

   8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
      8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
      8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
      8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers
8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

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

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

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

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

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

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G: 37.

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, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal 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 the following manner:

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note “confidential” beside the highlighting. Use of any other term, such as “proprietary”, “not for public use”, or “for client’s use only”, is not acceptable.

2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked “confidential,” clearly noting to which section or part of the bid or proposal the segregated materials pertain.

You must also provide a letter to the person listed as the point of contact for this RFB or RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public’s right to know will neither be accepted nor honored by the State. Bids or proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor’s rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (subject to correction and cure).

Notwithstanding any provision of this request for submission to the contrary, proposed pricing will be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the 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 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.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered “quiet time.” Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Graphic Services) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process.
State of New Hampshire  
Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of Graphic Services

Section 1: Instructions to Bidders

Bid Graphics 2017-02: Production Monochrome Printer Rental & Service

1.1 PURPOSE:
The purpose of this bid invitation is to establish a contract(s) in the form of a purchase order(s) for supplying the State of New Hampshire, Bureau of Graphic Services, with production monochrome printing capability on a rental cost per click basis with service included.

1.2 STEPS FOR BID SUBMISSION:
1. Read the entire bid invitation prior to filling it out.
2. Fill out, sign, and notarize the bid submittal form on page 2 of this bid document.
3. Before finalizing your offer and submitting your bid, check our bid website to make sure you are aware of late-breaking clarifications or changes of specification in connection with this Request for Bid. Any addenda should be posted to the website by no later than 4:00 p.m. EDT Tuesday, March 14, 2017.
4. Complete the Vendor contact information and pricing information indicated in the “Vendor’s Bid Offer” section.
5. Send your submittal and bid offer forms by e-mail before the submission deadline of 11:00 a.m. EDT Wednesday, March 22, 2017.

1.3 BID SUBMITTAL:
1.3.1 Bids must be submitted using the response form provided in this document; must be typed or clearly printed in ink; and must be received on or before the date and time indicated on page 1 of this bid under “Bid Submission Deadline”. Interested parties may submit a bid to the State of New Hampshire, Bureau of Graphic Services, by email to Printing.Bids@nh.gov. All bids must be clearly marked with bid number, date due and purchasing agent’s name.
1.3.2 IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-3205.

1.4 QUESTIONS, REQUESTS FOR CHANGES AND/OR CLARIFICATION:
1.4.1 Bidders may make inquiries in which they request clarification or changes of specification up until 4:00 p.m. EDT Monday, March 13, 2017. Any addenda based on such inquiries will be posted to the State of NH bid website by 4:00 p.m. EDT Tuesday, March 14, 2017. After expiration of the inquiry period, the specifications of this bid shall be set and no modifications or alternate specifications will be entertained. Bids must then offer full compliance with all specifications, terms and conditions as set forth within this document and any addenda.
1.4.2 This RFB is issued for the State of New Hampshire by the Bureau of Graphic Services, the sole point of contact for the State of New Hampshire during the selection process. Direct all inquiries in writing to the attention of Donald Labrie, Donald.Labrie@nh.gov.
1.4.3 Please take time to read the RFB carefully before submitting any inquiries. Make inquiries as clear as possible. Reference the section of the RFB in question.
1.4.4 Inquiries should be submitted by an individual authorized to commit their organization to the Terms and Conditions of this RFB. Please include the name and e-mail address of the person submitting the question, as well as the vendor name and address.
1.5 ADDENDA:
1.5.1 In the event it becomes necessary to clarify, add to or revise any part of this bid prior to the scheduled submittal date, addenda will be posted as needed at the project listing on the State’s bid website. Before your submission and periodically prior to the RFB closing, check the site for any pertinent new information in the form of an addendum. Any addenda will be posted at this site on or before 4:00 p.m. EDT Tuesday, March 14.
1.5.2 Visit http://das.nh.gov/purchasing/bids_posteddte.asp?sort=PostedDate%20DESC to check for any addenda. Once there, the listing for this RFB can be brought up by searching on bid number “Graphics 2017-02”. Links to any addenda will be clearly indicated there.

1.6 TIMELINE:
The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider each date below to be a “no later than” date.

03/07/2017  Bid solicitation posted to the State of NH bid website and notifications e-mailed.
03/13/2017  4:00 p.m. EDT closing of period for submission of questions or requests for clarifications or changes.
03/14/2017  4:00 p.m. EDT final posting of any addenda to the bid.
03/22/2017  11:00 a.m. EDT bidding period closes; bids will be opened and reviewed at this time.

1.7 GOVERNING TERMS AND CONDITIONS:
1.7.1 A responding bid that has been completed and signed by your representative shall constitute your company’s acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.
1.7.2 A signed response further signifies that, from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.
1.7.3 Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

1.8 VENDOR CERTIFICATION:
Prior to bid award, Vendors must have a completed Vendor Application Package 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 to apply): https://das.nh.gov/purchasing/vendorregistration/welcome.aspx

1.9 SPECIFICATION COMPLIANCE:
Vendor’s offer(s) must meet or exceed the required specifications as written and, if applicable, as amended by addendum. The State of New Hampshire shall have sole discretion in determining what meets or exceeds the required specifications. Specifications follow in the next sections of this document.

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 **BID PRICES:**

1.12.1 Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added to bids or to invoices at any time. Any and all charges must be built into your bid price at the time of the bid.

1.12.2 Per Administrative Rule 606.01(e) “if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor”.

1.13 **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.

1.14 **AWARD:**

If an award is made, it shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total for the chosen equipment type and rental period. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be in the form of a State of New Hampshire Purchase Order.

1.15 **BID RESULTS:**

1.15.1 Bid results may be viewed online 5 days prior to an award. 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 “Graphics 2017-02”, then click on “Closed” in the Status/Bid Results column.

1.15.2 For Vendors wishing to attend at the opening of the bids: bid opening will be held at the offices of NH Bureau of Graphic Services, 12 Hills Ave., Concord, NH at the date and time given as the submission deadline. Names of the Vendors submitting responses and their pricing will be disclosed.

1.16 **F.O.B. DELIVERY:**

Bid amounts must include delivery. The products and services to be provided under this contract are to be delivered, shipped FOB destination, or otherwise provided to the following location without additional charge:

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

1.17 **PAYMENT:**

Payments on the contract established through this bid shall be made via ACH. Use the following link to enroll with the State Treasury: https://www.nh.gov/treasury

1.18 **RETURNED GOODS:**

The successful Vendor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within ten business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

1.19 **CONTRACTING DOCUMENTS**

1.19.1 The P-37 contract form and subsequent terms and conditions (shown in Appendix A for reference) shall be an integral part of any contract resulting from this RFB. The successful bidder(s) and the State, following notification of award, shall promptly execute this form of contract, which is to be completed by incorporating the service requirements and price conditions established in the bidder’s offer.

1.19.2 A signed and notarized copy of a Clerk’s Certificate, also known as a Certificate of Vote/Authority, must also be supplied by the successful bidder. This form documents that the signer of the contract has authority to involve the company in a legally binding contract. An example of such a form is provided for reference only in Appendix B of this bid document; it is not necessary to include this document with your bid submission.
1.19.3 Successful bidder must also provide a Certificate of Comprehensive General Liability Insurance in the amount of $2 million or more for each occurrence. The certificate must identify the State of New Hampshire, Department of Administrative Services, 25 Capitol Street, Concord NH 03301 as other insured.

1.19.4 Also required of the successful bidder as part of the contracting process is a Certificate of Worker’s Compensation for the State of New Hampshire to cover the contracted Vendor, any Subcontractors of the contracted Vendor (if applicable) and any employees of the contracted Vendor for any on-site maintenance or repair services provided. The State shall not be responsible for payment of any Workers’ Compensation premiums or for any other claim or benefit for the Contractor or any Subcontractor or employee thereof which might arise under applicable State of New Hampshire Workers’ Compensation laws in connection with the performance of any service.

1.19.5 A current Certificate of Good Standing from the New Hampshire Secretary of State Corporate Division must also be submitted by the prospective awardee as part of the contracting process.

1.20 NON-EXCLUSIVE CONTRACT

Any contract resulting from this RFB will be for a single instance of procurement and as such, will be non-exclusive. The State may, at any other time and situation and at its sole discretion, procure other makes and models of printers from other vendors.
State of New Hampshire  
Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of Graphic Services

Section 2: Specifications  
Bid Graphics 2017-02: Production Monochrome Printer Rental & Service

2.1 PURPOSE OF THIS RFB
2.1.1 The purpose of this Request for Bid is to rent a high-speed, high-volume monochrome printer or pair of printers with full service at a straight price per click with no minimum allowance. The click charge must be sufficient to cover the rental and all preventive maintenance, repairs, parts, and supplies except for staples and paper.
2.1.2 Another subsidiary intent of this bid is to solicit a trade-in allowance as a separate line item for the Kodak Digimaster EX 300 production monochrome printer that would be replaced by the equipment procured under this bid.

2.2 STRUCTURE OF THIS RFB
In order to make an optimal purchasing decision, NH Bureau of Graphic Services is requesting price information on a variety of scenarios involving different device types, device conditions and rental periods. Bidders may bid on one, a few or all of the scenarios indicated below, in accordance with their established business practices and offerings.

2.2.1 Please quote on two device type scenarios:
• a single printer having at least 248 images per minute print speed (based on 8-1/2” x 11” page size)
• two separate printers of the same make and model having at least 125 images per minute speed each.

2.2.2 Please quote on two device condition scenarios:
• brand new
• refurbished

2.2.3 Please quote on three rental period scenarios:
• 36 month rental contract
• 48 month rental contract
• 60 month rental contract

2.2.4 Expressed in tabular format, the various pricing requests of this bid are shown below (see section 3 for response form to be used in making bids):

<table>
<thead>
<tr>
<th>Rental Term</th>
<th>Single Printer ≥ 248 PPM</th>
<th>Two Printers ≥ 125 PPM Each</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>New</td>
<td>Refurbished</td>
</tr>
<tr>
<td>36 month rental</td>
<td>$?</td>
<td>$?</td>
</tr>
<tr>
<td>48 month rental</td>
<td>$?</td>
<td>$?</td>
</tr>
<tr>
<td>60 month rental</td>
<td>$?</td>
<td>$?</td>
</tr>
</tbody>
</table>
2.2.5 For any given scenario, bidders may also offer more than one device solution that meets or exceeds the parameters of that scenario. For each additional model offered, please submit a separate offer form, together with device identification, specs and literature.

2.2.6 If a contract award is made, it will be to the bidder in the chosen scenario offering the lowest price in total for that scenario, based on 5,000,000 clicks per year projected volume. This volume figure is neither a guarantee nor a minimum/maximum figure. Trade-in value, if any, will be considered separately.

2.3 INSTALLATION LOCATION
Bidder’s offer must be based on supplying the equipment, service, parts and supplies to:

NH Bureau of Graphic Services
12 Hills Avenue
Concord NH 03301

Bid amounts must include delivery, installation, training, operating supplies, repair parts and maintenance and repair services provided to this location on an FOB Destination basis.

2.4 MINIMUM FUNCTIONAL REQUIREMENTS OF THE SUPPLIED EQUIPMENT
The offered printer(s) must meet or exceed the following functional requirements:

2.4.1 Print Resolution: 600 x 600 dpi, minimum.

2.4.2 Speed:
- On one-printer rental offers: must have a minimum rated speed of 248 letter-size pages per minute when printing duplex.
- On two-printer rental offers: both printers must be the same make and model and must each have a minimum rated speed of 125 letter-size pages per minute or faster, whether simplex or duplex.

2.4.3 Duty cycle:
- On one-printer rental offers: must have a duty cycle of 2 million copies per month or higher.
- On two-printer rental offers: both printers must be the same make and model and have a combined duty cycle of 2 million copies per month or higher, i.e., at least 1 million each.

2.4.4 Scanner: Offered equipment must either have an integral document scanner with duplex automatic document feeder, or else must be supplied with a separate, connectible duplex ADF scanner for use with the printer(s). Scanner must offer 600 x 600 dpi or higher resolution in both B&W and color, must have a scan speed of not less than 60 B&W letter-size originals per minute, and must be able to render scan files in standard, non-proprietary PDF format.

2.4.5 Feeder: Must have at least 3 vacuum-fed paper drawers with total capacity of 4,500 sheets or more of 80 GSM bond paper.

2.4.6 Sheet Size: Must be able to handle and print a maximum sheet size of at least 12" x 18" through its feed drawers.

2.4.7 Stapler: Must have in-line stapling with ability to fasten one or two staples through 100 or more sheets of 80 GSM bond paper.

2.4.8 Stacker: Must have an offset stacker with capacity to hold at least 5,000 sheets of 80 GSM bond paper.

2.4.9 Range of Stock Weights: Must be able to print on paper weights from 40 GSM up to 300 GSM.

2.4.10 Runnable with Recycled Paper: Must be able to print without difficulty on recycled paper having 30% postconsumer waste content. NH State law requires the use of recycled paper in all of its printing.

2.4.11 Power Saving Design: Must be Energy Star® or Rohs compliant and feature automatic power saving modes to conserve power when printer has been inactive for a period of time.

2.4.12 Equipment Condition: Offers in the “new” category must be based on brand new condition, i.e., no demos, refurbished, remanufactured or used equipment allowed. Offers in the “refurbished” category must be based on equipment that is certified in like-new condition and ready to give reasonably reliable performance, similar to new.

2.4.13 Market-Proven: Offered model(s) must have demonstrated reliability in the U.S. market for at least one year.

2.5 Technology:
2.5.1 If needed, NH Bureau of Graphic Services will provide a network-connected PC to be used as a server. The PC would be a Dell Optiplex 7010 with Intel i3 3.4GHz CPU (64 bit), running Windows 7 with 4 GB of RAM and 232 GB HDD.
2.5.2 The aforementioned server PC is currently employed as a server for an outgoing production printer and has been running Kodak SmartBoard Document Mastering Software. Any makeready software to be installed on this server must be able to work with the SmartBoard software and paper names, or else replace Smartboard with comparable or superior functional capabilities.

2.5.3 The equipment and technology supplied by contract awardee under this procurement must, together with the provided server PC (if applicable), form a turnkey system. Bid amounts must include all software, hardware, or other equipment necessary to make the printer(s) fully operational for the life of the contract. The Bureau shall not be required to pay for any additional required software, hardware or other equipment.

2.5.4 Device(s) must have open architecture with true PDF workflow. No conversion of input files to a proprietary language allowed.

2.5.5 Operating Systems: Must support Microsoft® Windows 2000, NT 4.0, Windows Server 2003, Windows XP, Windows 7, Windows 8, Windows 10, future Windows operating systems, Professional Macintosh OS 8 through OSx. Must have ability to upgrade to modern drivers.

2.5.6 Controller: Minimum 1.5 GB RAM; Minimum 256 GB hard drive. RIP must support TIFF, Adobe Postscript Level 3, PDF, PCL, ACSII, and Ethernet interface connection (10/100 BaseT).

2.5.7 Security: Any hard drives must have overwrite capabilities to permit irrecoverable erasure of stored documents, or else must be removed and turned over to State Information Technology officials at no extra charge at the end of the rental term, prior to printer removal.

2.6 Equipment Delivery

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

2.6.2 Shipments shall 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.

2.6.3 Bid amounts must include FOB delivery of printer and all components and supplies required for complete installation to NH Bureau of Graphic Services at the location listed in Section 2.3.

2.7 Installation

2.7.1 Bureau of Graphic Services will provide properly configured lines of electrical supply with the correct type of socket for the printer in accordance with successful bidder’s instructions.

2.7.2 Installation will consist of unpacking, assembling, connecting, and software loading by a qualified technician as needed to form a fully operational printer or printers. NH Bureau of Graphic Services will provide a Windows 7 PC to be used as a server, as well as a network drop and the services of a State information technology person to perform network integration of the device(s).

2.7.3 Upon installation, printer(s) must be in excellent condition, both cosmetically and functionally. There shall be no dents, blemishes, software glitches or broken or malfunctioning features. Any part or subsystem found to be compromised shall be promptly replaced by the Contractor.

2.8 Training:

2.8.1 Installation shall include training in the operation of the printer(s). Up to three (3) employees of NH Bureau of Graphic Services shall receive the training together at the same time. Training shall be of sufficient duration, content and detail so that the trainees are satisfied they know how to operate the printer and perform routine print operations and end-user care procedures.

2.8.2 The required training shall be provided at no additional charge to the State.

2.8.3 Installation shall be officially accepted as complete only after full operational status of the printer(s) has been demonstrated and the trainees have been trained to the standard indicated above.

2.8.4 Training of new operators must be available throughout the contract.

2.9 Contractor Responsibility to NH Dept. of Information Technology (DoIT)

2.9.1 Consult with DoIT Before Install: The Contractor shall work cooperatively with a DoIT authorized contact person(s) and shall discuss, via e-mail or telephone, the installation of the printer and any attachments or accessories before such equipment is installed.

2.9.2 Training and Documentation: The Contractor shall provide the DoIT authorized contact person(s) with training and documentation for the operation, configuration and all enabled functionality of the printer and any attachments or accessories.
2.9.3 Repairs Affecting the Network: In the event that repairs or maintenance to the printer are required that may affect any state-owned technical or network functions, the Contractor must call in a help desk ticket to DoIT’s authorized contact person(s) at 603-271-7555.

2.9.4 DoIT Administrative Access: Any hard drive device used to store documents within the printer or accessory option(s) shall be accessible to the DoIT authorized contact person(s) through an administrative access code, which shall be allowed to be changed from the default.

2.9.5 Removal Notification: The Contractor must notify the DoIT authorized contact person(s) via a help desk ticket called into 603-271-7555 before the connected printer(s) are to be removed for any reason.

2.9.6 Overwrite Confirmation: Before the printer(s) can be removed from its location for any reason, the Contractor must confirm complete overwrite of data on the hard drive to the satisfaction of DoIT.

2.10 Full Service Maintenance
As part of the rental arrangement, the Contractor shall provide full, responsive maintenance and repair services and operating supplies for the term of the rental as specified below:

2.10.1 General Vendor Qualifications
   a) Qualified Technical Staff: Bidders must have technicians available to service this contract who have sufficient training in repair of the offered model to enable them to maintain and repair this equipment quickly and effectively.
   b) Geographic Ability to Meet Response Time: Those staff technicians referenced above must regularly operate within a service territory that enables them to respond to service calls within the response times set forth below.
   c) Ready Access to Repair Parts: Bidders must have established lines of supply for repair parts for the offered model, enabling them to bring to bear any necessary parts usually on the same day or next day at the latest.

2.10.2 Scope of Coverage
The Contractor shall provide all preventive maintenance, repairs, server hardware and software support, and supplies required to keep the printer(s) and all of its (their) components running correctly and productively. This shall include:
   a) All repair parts and their shipping or delivery;
   b) All technician travel time and mileage;
   c) All technician labor during Regular Service Hours as defined below;
   d) All toner, photoreceptor belts, developers, inks and/or other consumable supplies, except paper and staples.
   e) All driver maintenance and other software upgrades.

2.10.3 Expected Volume
   a) The great majority of prints will be 8-1/2” x 11” pages, duplex printed.
   b) Monthly page volume, whether done on a single faster printer or shared between two slower printers, will range from around 200,000 clicks per month to 1,000,000 clicks per month, with the average being around 400,000 per month.
   c) Annualized page volume on the equipment will likely be about 5,000,000 clicks.
   d) The above volume projections are approximate, based on historical averages. Bidders shall not construe these numbers as a commitment to limit machine usage to a certain maximum nor to attain a certain minimum volume. Actual page volume could turn out to be more or less than indicated here.
   e) For this bid, vendors are requested to express their pricing as a single, all-inclusive rate per meter click, which will cover rental, service and supplies. For purposes of computing total bid amounts, the quoted click charge will be applied to an assumed annual volume of 5,000,000 meter clicks. This pricing method will form the bidder’s only and complete way of charging.

2.10.4 Requests for Service
   a) The Contractor shall offer onsite repair and preventive maintenance services 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.”
   b) Upon receipt of a service request from Bureau of Graphic Services during Regular Service Hours, the Contractor shall reply within a period of two (2) hours or less to confirm receipt of the request and to schedule a service visit. In the event that a service request is made after 2:00 p.m. Eastern time on a Regular Service Hours day, the Contractor will reply by no later than 9:00 a.m. Eastern time on the next day of Regular Service Hours.
c) Unless jointly agreed otherwise between Bureau of Graphic Services and the Contractor, the Contractor shall have a qualified technician on-site to work on the printer(s) no later than 12:00 noon Eastern time on the next day of Regular Service Hours following the initial service request from Bureau of Graphic Services.

2.10.5 Non-Regular Service Hours
Upon very rare occasions when an urgent print job is in after-hours production, Bureau of Graphic Services may have need for service to be performed on the printer(s) after Regular Service Hours, or on a weekend. Please indicate with your bid if service could be made available at those times, and if so, please quote an hourly rate of surcharge for service performed during such non-regular hours.

2.10.6 Service Performance
If the Contractor fails to respond timely as specified above in section 2.10.4 more than four (4) times within a six (6) month period, and none of these failures are by mutual consent, then NH Bureau of Graphic Services may cancel the rental contract without charge and require removal of the printer(s) within ten (10) working days of written notification.

2.10.7 Equipment Performance
a) If a printer supplied under this procurement fails to perform satisfactorily in accordance with the provisions of this bid and/or as advertised in the manufacturers' specifications and cannot be repaired to do so, then it must be replaced within ten (10) working days at no additional charge with another printer that meets the original minimum functional requirements of this bid. Any such replacement must be supervised by the NH Department of Information Technology.

b) Unless otherwise jointly agreed upon between Bureau of Graphic Services and the Contractor: If a supplied printer malfunctions with the same problem more than four (4) times over a six (6) month period causing the equipment to run at less than 100% capacity each time for two (2) consecutive calendar days or more each time, then the Contractor must replace the printer within ten (10) working days at no additional charge. The replacement printer must meet or exceed all functional requirements of this bid, and be of equal or lesser age and mileage (total impression count) as the one it is replacing. Any such replacement must be supervised by the NH Department of Information Technology.

c) Unless otherwise jointly agreed upon between Bureau of Graphic Services and the Contractor: If the supplied printer malfunctions with a different problem more than five (5) times over a six (6) month period causing the equipment to run at less than 100% capacity each time for two (2) consecutive calendar days or more each time, then the printer must be replaced within ten (10) working days at no additional charge. The replacement printer must meet or exceed all functional requirements of this bid, and be of equal or lesser age and mileage (total impression count) as the one it is replacing. Any such replacement must be supervised by the NH Department of Information Technology.

d) Unless otherwise jointly agreed upon between Bureau of Graphic Services and the Contractor: If the Printer is replaced in accordance with sections a), b) or c) above and the replacement still fails to perform satisfactorily in accordance with this bid and as advertised in the manufacturers' specifications, then NH Bureau of Graphic Services shall be entitled to cancel this rental contract with no penalty cost incurred for early cancellation. The Contractor shall then remove the device with DoIT supervision within ten (10) working days of written notification.

2.11 Rental Term and Termination
2.11.1 Rental Term - As indicated elsewhere in this bid document, pricing is requested based on 36 month, 48 month and 60 month rental terms. After reviewing the relative costs of these different terms, the State will make a determination of which one is most advantageous.

2.11.2 This rental contract may be unilaterally cancelled by the State prior to its nominal completion date under the following circumstances:

a) Non-Appropriation of Funds - Notwithstanding anything in 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 those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account.
b) Failure of Service Performance – As set forth above in section 2.10.6.
c) Failure of Equipment Performance – As set forth above in section 2.10.7, d).
d) Any other reason deemed sufficient by the State – With an early cancellation fee paid by the State equal to 3 months’ rental at 250,000 clicks per month.

2.12 Invoicing
2.12.1 Monthly Billing: The contractor shall provide monthly invoicing directly to NH Bureau of Graphic Services as indicated on the purchase order. Each invoice shall indicate the actual number of meter clicks in the month just ended and the computation of the charge as the product of that volume times the contractually established price per click.

2.12.2 Definition of a Click: Each printed page-side shall be treated as one (1) meter click regardless of sheet size. For example, whether the page size is 8-1/2” x 11” or 11” x 17”, the meter shall click only once for that page.

2.12.3 Cash Discount for Prompt Payment: The Contractor may offer a cash discount for payment within 15 days of receipt of invoice.

2.13 TRADE-IN
2.13.1 As part of this bid, vendors are invited to make an offer for the trade-in of the production printer that will be replaced through this bid. This machine is a Kodak Digimaster EX300 monochrome printer featuring the following:

- Serial number XAX03016
- Purchased in 2007 as an EX138, upgraded in 2010 to an EX 300 by adding a 2nd print engine
- Speed: 150 sheets per minute, simplex or duplex, i.e., 300 duplex impressions per minute.
- Lifetime click counts: as of March 1, 2017, approximately 32.5 million impressions on engine 1 and 20.5 million impressions on engine 2, for a total of 53 million.
- Front End: Sun Microsystems Ultra 24 with 8.0 software
- 3 paper supply drawers
- Inserter
- Finisher/stapler
- Condition: very good, fully operational and currently in regular production; has been well-maintained for its entire life.

2.13.2 A trade-in offer is requested in the Vendor’s Bid Offers section as an optional standalone item. Bureau of Graphic Services may accept or reject any given trade-in offer as a separate matter apart from the rental contract award. For purposes of making an award determination, trade-in will not be computed as part of the total price.

2.13.3 If offer to purchase trade-in is accepted, successful bidder will be required to disconnect, securely wipe unit of any data and remove the machine.
State of New Hampshire  
Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of Graphic Services

Section 3: Vendor’s Bid Offers  
Bid Graphics 2017-02: Production Monochrome Printer Rental & Service

Firm: ____________________________________________

Contact Person: __________________________________

Phone: __________________________ E-mail: __________

NOTE TO BIDDERS:  
Bid opportunities follow below and on the next page for 12 different scenarios, as discussed on page 10 in section 2.2. Vendors may make offers in as few or as many of these scenarios as they see fit. NH Bureau of Graphic Services reserves the decision on which, if any, of the 12 scenarios to award on pending review of the offers received. If a decision is taken to make an award in one of the scenarios, it will be made in the chosen scenario to the qualified bidder offering the lowest projected total price for the term for that scenario.

The lowest projected total price for the term in any given scenario will be based on the price per meter click quoted in the bid offer times a projected page volume of 5 million clicks per year times the number of years in the scenario. Caveat: the page volume of 5 million per year is not a commitment but a historically supported assumption for practical purposes of comparing bid offers. Actual page volume may prove to be more or less than this projection.

Pricing is requested below on after hours and weekend service. This is for informational purposes only and will not be factored into bid amounts.

<table>
<thead>
<tr>
<th>RENTAL TERM</th>
<th>SINGLE PRINTER ≥ 248 IPM, NEW</th>
<th>SINGLE PRINTER ≥ 248 IPM, REFURBISHED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Offered Model: __________________</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Offered Model: __________________</td>
<td></td>
</tr>
<tr>
<td>PRICE PER CLICK</td>
<td>PROJECTED PAGE VOLUME</td>
<td>PROJECTED TOTAL PRICE FOR THE TERM</td>
</tr>
<tr>
<td>36 Months</td>
<td>x 15 mil =</td>
<td>x 15 mil =</td>
</tr>
<tr>
<td>48 Months</td>
<td>x 20 mil =</td>
<td>x 20 mil =</td>
</tr>
<tr>
<td>60 Months</td>
<td>x 25 mil =</td>
<td>x 25 mil =</td>
</tr>
</tbody>
</table>

After Hours Service Surcharge: $ _____ /hr.  
Weekend Service Surcharge: $ _____ /hr.
### 2nd Page of Bid Offer from (Firm):  

<table>
<thead>
<tr>
<th>RENTAL TERM</th>
<th>PRICE PER CLICK</th>
<th>PROJECTED PAGE VOLUME</th>
<th>PROJECTED TOTAL PRICE FOR THE TERM</th>
<th>PRICE PER CLICK</th>
<th>PROJECTED PAGE VOLUME</th>
<th>PROJECTED TOTAL PRICE FOR THE TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>36 Months</td>
<td></td>
<td>x 15 mil =</td>
<td></td>
<td></td>
<td>x 15 mil =</td>
<td></td>
</tr>
<tr>
<td>48 Months</td>
<td></td>
<td>x 20 mil =</td>
<td></td>
<td></td>
<td>x 20 mil =</td>
<td></td>
</tr>
<tr>
<td>60 Months</td>
<td></td>
<td>x 25 mil =</td>
<td></td>
<td></td>
<td>x 25 mil =</td>
<td></td>
</tr>
</tbody>
</table>

After Hours Service Surcharge: $_______/hr.  
Weekend Service Surcharge: $_______/hr.

Trade-in offer for Kodak EX300 if awarded contract for production printer rental: ____________________________

Trade-in offer for Kodak EX300 if not awarded contract for production printer rental: ____________________________
Appendix A – Sample of P-37 Service Contract
(Shown here for bidder inspection only; to be completed by the prospective awardee upon notification.)

(Please note that the image content is not directly translatable into natural text, but it provides a visual representation of the form. For a full transcription, the PDF version may be more suitable.)
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/PRIIC 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-e 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.
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 entitlements 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.

Contractor Initials __________________________ Date ________________
Appendix A – Sample of P-37 Service Contract

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 premium 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 provision 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.

Page 4 of 4

Contractor Initials

Date
Appendix B – Clerk’s Certificate

CERTIFICATE

(Corporation with Seal)

I, ______________________________, Clerk/Secretary of ______________________________ do hereby certify that:

(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