

JUN 15 '16 4:11:08 PM

117 *Am*



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

June 13, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 260:14, authorize the Department of Safety (DOS), Division of Motor Vehicles (DMV) and Division of Administration, to exercise an option to renew a contract with Kodak Alaris, Inc. (VC#266444-B001), 2400 Mt. Read Boulevard, Rochester, NY 14653 for an amount not to exceed \$28,845.80 to provide preventative maintenance, service, and repairs to microfilm equipment located in the Department of Safety. The original contract was approved by Governor and Council on August 5, 2015, item #86. Effective upon Governor and Council approval through June 30, 2017. Funding source: 60% Agency Income (Cost of Collections)/40% Highway Funds.

Funds are available in the following accounts in the SFY2017 operating budget with the authority to adjust encumbrances through the Budget Office if needed and justified.

	<u>SFY2017</u>
02-23-23-233015-23110000 Dept. of Safety – Division of Motor Vehicles – Driver Licensing 024-500225 Maintenance Other Than Building & Grounds	\$4,649.30
02-23-23-233015-23120000 Dept. of Safety – Division of Motor Vehicles – Motor Vehicle Registration 024-500225 Maintenance Other Than Building & Grounds	\$4,649.30
02-23-23-233015-23140000 Dept. of Safety – Division of Motor Vehicles – Certificate of Title 024-500225 Maintenance Other Than Building & Grounds	\$4,649.30
02-23-23-233015-23190000 Dept. of Safety – Division of Administration – Copy Center 024-500225 Maintenance Other Than Building & Grounds	\$11,497.85
02-23-23-233015-31100000 Dept. of Safety – Division of Administration – Road Toll Administration 024-500225 Maintenance Other Than Building & Grounds	<u>\$3,400.05</u>
Total	\$28,845.80

Explanation

This request is to exercise the first of two (2) one-year renewal options for the contract which will continue to provide for preventative maintenance, service, and repairs for the microfilm equipment used by several DOS divisions, thus ensuring continued filming of newly generated documents and retrieval of documents archived through microfilm. Repairs include the necessary replacement of parts for four microfilm readers (used to retrieve archived documents) and two microfilmers used by the bureaus of Driver Licensing, Registration, Title, Copy Center, and Road Toll. This is the first of two, one year extensions. There is no increase in pricing.

Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety

Amendment 1
Kodak IMT-350, Imagelink Microimager 30 & RW 1000
Preventive Maintenance and Repair

This Agreement (hereinafter referred to as the "Amendment") is by and between Kodak Alaris, Inc., (VC# 266444-B001), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Executive Council, on August 5, 2015, Item #86, for preventive maintenance and repairs under the terms and conditions specified in the Agreement and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, pursuant to Exhibit A, 9. the Agreement may be modified or amended only by an instrument in writing, signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council;

WHEREAS, the DOS and Kodak Alaris, Inc., have agreed to amend the Agreement by extending the Term for a period of one year, as the first of two extensions pursuant to Exhibit A, 9.

1. Amend Section 2. of Exhibit A of the Agreement ending date from June 30, 2016, for a period of one year, to reflect a new completion date of June 30, 2017.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement including all pricing and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written above.

Kodak Alaris, Inc.

By: Donald J. Gystrom Date: 5/16/2016
Title ASST GM & VP Global Service

Corporate Signature Notarized:

STATE OF New York

COUNTY OF Monroe

On this the 16th day of May, 2016, before me, Susan Choma, the undersigned Officer Donald Gystrom personally appeared and acknowledged her/himself to be the Assistant GM & VP of Kodak Alaris Inc., a corporation, and that she/he, as such authority being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Donald Gystrom

Date 5/16 Initials DJG

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Susan R Choma
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

SUSAN R CHOMA
Notary Public - State of New York
No. 01CH6324122
Qualified In Monroe County
My Commission Expires May 4, 2019

STATE OF NEW HAMPSHIRE
Department of Safety

By: *[Signature]*

Date: 5/26/16

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution.

OFFICE OF THE ATTORNEY GENERAL

By: *[Signature]*
Assistant Attorney General

On: 6/3/16

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On: _____

Signed: _____

Title: _____

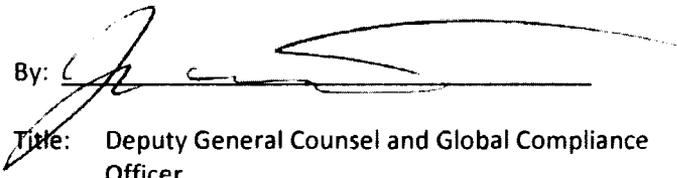
Kodak alaris

CERTIFICATE OF AUTHORITY

I, James Walworth, Deputy General Counsel and Global Compliance Officer of Kodak Alaris Inc. ("Alaris"), do hereby certify that Alaris has all necessary authority to enter into the attached agreement with the Department of Safety of the State of New Hampshire and that the person named below has been duly appointed and authorized by the Board of Directors of Alaris to execute documents, including such contract as attached hereto, on behalf of Alaris, and that such authorization remains in full force and effect as of the date hereof.

Donald Lofstrom, Vice President, Kodak Alaris Inc.

I further certify that I am empowered to execute this Certification of Authority on behalf of the above-named organization.

By: 

Title: Deputy General Counsel and Global Compliance Officer

Date: May 16 2016

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Kodak Alaris Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 22, 2013. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

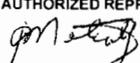
PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Kodak Alaris Inc. 2400 Mt. Read Boulevard Building 205 Rochester, NY 14615	INSURER A: National Union Fire Insurance Company of Pittsburgh 19445	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER			GL 1929711	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			CA 0939834	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Auto - MA			CA 0939833	09/01/2015	09/01/2016	Any Auto - CSL 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ST/NH Dept. of Safety Attn: Arthur Garlow 23 Hazen Drive Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Niagara Risk Management, Inc 777 Canal View Blvd, Suite 100 Rochester NY 14623		CONTACT NAME: Katherine Schiavi PHONE (A/C No. Ext): (585) 546-3747 E-MAIL ADDRESS: Katherine.Schiavi@fnrm.com FAX (A/C No): (585) 424-2798	
INSURED Kodak Alaris, Inc. 2400 Mt. Read Blvd Rochester NY 14615		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Insurance Corp	NAIC # 42404
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 Workers Comp **REVISION NUMBER:** Oct 2015

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N <input type="checkbox"/> A	WC7621094497015	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ST/NH Dept of Safety Arthur Garlow 23 Hazen Drive Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Bonetto/KSCHIA
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

MV-ADMIN-01-2015-01



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

RQ# 157009

GC# 86
08-05-2015

JOHN J. BARTHELMIES
COMMISSIONER

July 7, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 260:14, authorize the Department of Safety (DOS), Division of Motor Vehicles (DMV) and Division of Administration, to retroactively enter into a contract with Kodak Alaris, Inc. (VC#266444-B001), 2400 Mt. Read Boulevard, Rochester, NY 14653 for an amount not to exceed \$28,845.80 to provide preventative maintenance, service, and repairs to microfilm equipment located in the Department of Safety. Effective upon Governor and Council approval from the period of July 1, 2015, through June 30, 2016. Funding source: 60% Agency Income (cost of collections)/40% Highway Funds.

Funds to support this request are anticipated to be available in the following account in SFY2016 upon the availability and continued appropriation of funds in the future operating budget.

	<u>SFY2016</u>
02-23-23-233015-23110000 Dept. of Safety – Division of Motor Vehicles – Driver Licensing 024-500225 Maintenance Other Than Building & Grounds	\$4,649.30
02-23-23-233015-23120000 Dept. of Safety – Division of Motor Vehicles – Motor Vehicle Registration 024-500225 Maintenance Other Than Building & Grounds	\$4,649.30
02-23-23-233015-23140000 Dept. of Safety – Division of Motor Vehicles – Certificate of Title 024-500225 Maintenance Other Than Building & Grounds	\$4,649.30
02-23-23-233015-23190000 Dept. of Safety – Division of Administration – Copy Center 024-500225 Maintenance Other Than Building & Grounds	\$11,497.85
02-23-23-233015-31100000 Dept. of Safety – Division of Administration – Road Toll Administration 024-500225 Maintenance Other Than Building & Grounds	<u>\$3,400.05</u>
Total	\$28,845.80

Explanation

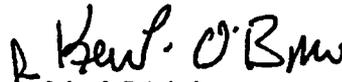
This contract is retroactive due to an unanticipated lengthy process finding a vendor who could provide the service and maintenance required for the Department's aging microfilm equipment. Three bids were received in response to the Request for Bids (RFB) placed on the state website from January 13, 2015 through February 6, 2015. The Division of Motor Vehicles began working with the lowest bidder, but as a result of the DOS legal review it was determined that the vendor was unable to provide the service as needed. The second lowest bidder's response was then evaluated by DMV and DOS legal; it was

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 7, 2015
Page 2 of 2

concluded that this vendor also was unable to meet the requirements of the RFB. Only the third bidder, Kodak Alaris, Inc., met the RFB requirements.

This contract provides for preventative maintenance, service, and repairs for the microfilm equipment used by several DOS divisions, thus ensuring continued filming of newly generated documents and retrieval of documents archived through microfilm. Repairs include the necessary replacement of parts for four microfilm readers (used to retrieve archived documents) and two microfilmers used by the bureaus of Driver Licensing, Registration, Title, Copy Center, and Road Toll.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

Subject: Kodak IMT350, Imagelink Microimager 30 & RW1000 Maintenance & Repair

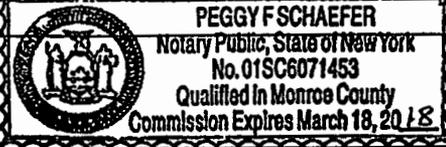
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name Kodak Alaris, Inc.		1.4 Contractor Address 2400 Mt. Read Road, Rochester, NY 14653	
1.5 Contractor Phone Number 585-781-8954	1.6 Account Number see exhibit B	1.7 Completion Date June 30, 2016	1.8 Price Limitation not to exceed \$28,845.80
1.9 Contracting Officer for State Agency Elizabeth Bielecki		1.10 State Agency Telephone Number 603-227-4050	
1.11 Contractor Signature <i>Donald J. Lofstrom</i>		1.12 Name and Title of Contractor Signatory Donald J. Lofstrom, Vice President	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Monroe</u> On <u>6/24/2015</u> , 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 she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Peggy F. Schaefer</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Peggy F. Schaefer - Notary Public			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>7/6/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

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 MLC
Date 6/24/2015

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.

Exhibit A

Kodak IMT-350, Imagelink Microimager 30 & RW 1000
Preventive Maintenance and Repair

Scope of Services

Kodak Alaris, Inc., (VC#266444) 2400 Mt. Read Boulevard, Rochester, NY 14653 shall provide preventive maintenance, service and repair(s) including necessary replacement parts, excluding consumables, for the three (3) Kodak IMT 350 plain paper reader-printers, two (2) Imagelink 30s and one (1) RW 1000 located in the Department of Safety, Division of Motor Vehicles, bureaus of Driver Licensing, Registration, and Title at 23 Hazen Drive, and Division of Administration, bureaus of Road Toll and Copy Center at 33 Hazen Drive and 41 Hazen Drive in Concord, New Hampshire as follows:

1. The preventive maintenance, service and repairs shall be provided as described in the attached Request for Bid and the Kodak Alaris, Inc., Bid proposal on the following equipment.
 - IMT 350 K# 06002354 - 23 Hazen Drive, Bureau of Registration, basement floor
 - IMT 350 K# 06002356 - 23 Hazen Drive, Bureau of Title, 2nd floor
 - IMT 350 K# 06002357 - 23 Hazen Drive, Bureau of Driver Licensing, 1st floor
 - RW 1000 K# 41465863 - 33 Hazen Drive, Bureau of Road Toll, 1st floor
 - Microimager 30 K# 03544607 - 33 Hazen Drive, Copy Center, 1st floor
 - Microimager 30 K# 03621439 - 33 Hazen Drive, Copy Center, 1st floor
2. The contract shall commence on approval of this contract by the New Hampshire Governor and Executive Council, and end on June 30, 2016.
3. Kodak Alaris, Inc., shall provide preventive maintenance, service and repair(s) including necessary replacement parts.
4. Kodak Alaris, Inc., shall provide maintenance, service and repairs during the Department of Safety's normal business hours of 8:15am – 4:15pm.
5. Kodak Alaris, Inc., shall provide a toll free number and e-mail address to be notified of maintenance issues and problems.
6. The contact person for Kodak Alaris, Inc. is Roxane Crupi or her designee, e-mail roxane.crupi@kodakalaris.com telephone # 585-781-8954 or Susan Choma or her designee, e-mail susan.choma@kodakalaris.com telephone # 585-722-3383.
7. The contact person for the Division of Motor Vehicles regarding contract issues is Arthur Garlow or his designee, telephone # 603-227-4050, e-mail arthur.garlow@dos.nh.gov.
8. Kodak Alaris, Inc., employees and/or contractors that work in 23 Hazen Drive and 33 Hazen Drive will be required to will undergo a fingerprint based criminal background check prior to commencing work.
9. This contract may be extended for two (2), one (1) year terms, under the same terms and conditions and subject to approval by the New Hampshire Governor and Executive Council.

Date 6/24/16 Initials DHC

Exhibit B

Kodak IMT-350, Imagelink Microimager 30 & RW 1000
Preventive Maintenance and Repair

Payment Schedule

The payment schedule for transfer of funds from the Department of Safety to Kodak Alaris, Inc., is contingent upon approval of this contract by the New Hampshire Governor and Executive Council and the following:

1. Department of Safety approval of services.
2. Submittal of invoices to the Department of Safety by Kodak Alaris, Inc.
3. Payment terms shall be net 30 days from date of invoice.
4. There shall be no other costs for the Kodak IMT 350, Microimager 30 or RW 1000 machines, including but not limited to preventive maintenance, repair(s), service, replacement part(s), excluding image maintenance kits, supply items and consumables, during the term of this agreement.

Unit	Annual cost
K# 03544607	
33 Hazen Drive/1ST FL./COPY CNTR/(603)223-8057	
KODAK IMAGELNK MICROIMAGR 30/A 172 1950 584 S	\$3,951.05
IMGLNK SMART CASS 215 SA 128 7341 113468 S	180.50
IMGLNK SMART CASS 215 SA 128 7341 113540 S	180.50
IMGLNK SMART CASS 215 SA 128 7341 113549 S	180.50
IMGLNK SMART CASS 215 SA 128 7341 113552 S	180.50
	\$4,673.05
K# 03621439	
33 Hazen Drive/1st FL/COPY CNTR/(603)223-8057	
KODAK IMAGELINK MICROIMAGER 30 129 6011 10123680 S	\$5,511.90
IMAGELINK SEMI/AUTO FDR SA 156 6876 11977836 S	523.45
KODAK IMAGELINK IMAGE MARKER S150 8191 8985115 S	428.45
IMGLNK SMART CASS 215 SA 128 7341 11813034 S	180.50
IMGLNK SMART CASS 215 SA 128 7341 11813701 S	180.50
	\$6,824.80
K# 06002354	
23 Hazen Drive/BASEMENT/Registration/(603)227-4050	
KODAK IMT-350 MICROIMAGE TRML 136 2540 10337 S	\$4,649.30
K# 06002357	
23 Hazen Drive/BASEMENT/DRIVER LICENSING/(603)227-4050	
KODAK IMT-350 MICROIMAGE TRML 136 2540 15500 S	\$4,649.30
K# 06002356	
23 Hazen Drive/2 nd fl./ Title/(603)227-4050	
KODAK IMT-350 MICROIMAGE TRML 136 2540 15664 S	\$4,649.30
K# 41465863	
33 Hazen Drive/1ST FLR/RD TOLL/(603)223-8073	
RETRIEVAL WKSTA 1000/120V 60HZ 183 9950 32131919 S	2,192.60
INTELLIGENT FILM CONTROLLER SA198 0010 11726083 S	1,207.45
	\$3,400.05

Date 6/24/2015 Initials DHC

Exhibit C

Kodak IMT-350, Imagelink Microimager 30 & RW 1000
Preventive Maintenance and Repair

Special Provisions

There are no special provisions.

Date 6/24/2015 Initials DK