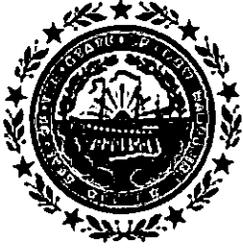


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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
 25 Capitol Street - Room 100
 Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
 Commissioner
 (603) 271-3201

Joseph B. Bouchard
 Assistant Commissioner
 (603) 271-3204

Catherine A. Keane
 Deputy Commissioner
 (603) 271-2059

November 5, 2021

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Graphic Services to enter into a contract with Budget Business Machines of Lewiston ME. (Vendor No. 208227), with a price limitation of \$154,000.00, for Color Production Digital Printer, lease and Services. The term shall be effective upon Governor and Council approval and ending on December 31, 2026. 100% Agency Income.

Funds are available in the following account for Fiscal Years 2022 and 2023, and are anticipated to be available through FY2027, upon the continued appropriations of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

01-014-014- 141710- 21970000 Graphic Services
 022- 500257 Rents- Leases

<u>FY 2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>
\$15,400	\$30,800	\$30,800	\$30,800	\$30,800	\$15,400

TOTAL \$154,000

EXPLANATION

The Department of Administrative Services, Bureau of Graphic Services and in collaboration with the Department of Information Technology issued a request for bid on August 10, 2021 with responses due on August 26, 2021. There were five (5) compliant responses received.

It is the Department's intent to enter into contract with one vendor offering the lowest cost per month for lease with allowance for additional charges for usage for sixty months. This lease will provide all equipment, supplies and maintenance for the term of the contract.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
November 5, 2021
Page 2 of 2

This printer is replacing an existing machine. After extensive use in a production atmosphere for nearly 9 years, the current machine has passed its life expectancy. The new printer will save approximately \$32,000 over 60 months. This is based on comparing the monthly lease amount and click charges of the previous machine to the new one.

Graphic Services supports all state agencies by offering extensive printing capabilities for a wide range of on-demand print collateral. This color production digital printer is crucial to service state agencies with quality print and timely turn-around schedules.

Based on the foregoing, I am respectfully recommending approval of the contract with Budget Business Machines.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Department of Administrative Services
Bureau of Graphic Services

Gary S. Lunetta, Director
(603) 271-2201

Donald A. Labrie, Administrator III
(603) 271-1453

Job Description	Color Production Printer	Agency:	Bureau of Graphic Services
Bid #	Graphics 2022-01	Requisition: #	N/A
Agent Name	Don Labrie	Bid Closing:	8/26/2021 @ 11:00 AM

Quantity	UOM	Product Description	Budget Business Machines	
			\$ Ea	\$ Ext
60	EA	60 Month Lease	565.76	33,945.60
540000	EA	B&W Clicks	0.005	2,700.00
3900000	EA	Color Clicks	0.03	117,000.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL				\$ 153,645.60

Notes: This color printer replaces an existing printer, which the lease has been fulfilled.



Department of Administrative Services
Bureau of Graphic Services

Gary S. Lunetta, Director
(603) 271-2201

Donald A. Labrie, Administrator III
(603) 271-1453

Quantity	UOM	Product Description	Conway Technology Group, LLC	
			\$Ea	\$ Ext
60	EA	60 Month	653.11	39,186.60
540000	EA	B&W Clicks	0.0055	2,970.00
3900000	EA	Color Clicks	0.03	117,000.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL				\$ 159,156.60

Quantity	UOM	Product Description	Konica Minolta Business Solutions	
			\$Ea	\$ Ext.
60	EA	60 Month	653.15	39,189.00
540000	EA	B&W Clicks	0.0090	4,860.00
3900000	EA	Color Clicks	0.04	144,300.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL				\$ 188,349.00

Quantity	UOM	Product Description	Canon Solutions America Inc.	
			\$Ea	\$ Ext
60	EA	60 Month	725.00	43,500.00
540000	EA	B&W Clicks	0.008	4,320.00
3900000	EA	Color Clicks	0.04	136,500.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL				\$ 184,320.00

Quantity	UOM	Product Description	KenMark Office System, Inc	
			\$Ea	\$ Ext
60	EA	60 Month	993.80	59,628.00
540000	EA	B&W Clicks	0.005	2,700.00
3900000	EA	Color Clicks	0.04	148,200.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL				\$ 210,528.00



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

October 18, 2021

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Budget Business Machines, Inc., as described below and referenced as DoIT No. 2022-063.

The Bureau of Graphics Services requests to enter into a contract with Budget Business Machines, Inc. (dba Budget Document Technology) to lease, install, supply parts and service a production color printer in accordance with State of NH Bid Graphics 2022-01. The digital printer model is Xerox Versant V280.

This price limitation is \$154,000 and shall become effective upon approval by Commissioner Arlinghaus. The term of the contract for service and supplies will be 60 months.

A copy of this letter should accompany the Department of Administrative Services' contract documentation through the approval process.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a horizontal line extending to the right.

Denis Goulet

DG/ik
DoIT #2022-063

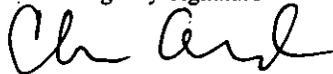
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Division of Procurement and Support Services Bureau of Graphic Services		1.2 State Agency Address 12 Hills Ave. Concord, NH 03301	
1.3 Contractor Name Budget Business Machines, Inc. (208227)		1.4 Contractor Address PO Box 2322 Lewiston ME 04240	
1.5 Contractor Phone # 207-782-7427	1.6 Account Number 2197-0000-500257	1.7 Completion Date December 31, 2026	1.8 Price Limitation \$154,000.00
1.9 Contracting Officer for State Agency Donald A. Labrie, Administrator		1.10 State Agency Telephone Number 603-271-1453	
1.11 Contractor Signature  Date: 10-19-21		1.12 Name and Title of Contractor Signatory Tom OUELLETTE President	
1.13 State Agency Signature  Date: 11-5-21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/8/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials TO
 Date 10-19-21

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials TD
Date 10-15-21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials E
Date 10-18-21

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Budget Business Machines, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Graphic Services Color Production Printer, Lease and Services in accordance with the bid submission in response to State Request for Bid #2022-01 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB #2022-01

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB #2022-01."

3. TERM OF CONTRACT

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter for a period of approximately five (5) years, unless extended for additional terms.

4. SCOPE OF SERVICES

4.1 OVERVIEW

Contractor shall lease to NH Bureau of Graphic Services a Xerox Versant V280 color production printer (hereafter "Device") and shall provide full service maintenance and supplies for the Device for the life of the lease as set forth below, in accordance with the provisions this contract

4.2 LEASING

4.2.1 Contractor shall lease the Device to NH Bureau of Graphic Services on a Fair Market Value basis for a term of 60 months. At the end of the term, in the absence of any additional negotiation to extend or purchase it, the Contractor shall take back the Device.

4.2.2 The Contractor shall arrange or provide lease financing. The terms and conditions of the State, as set forth in its P-37 contract, its related exhibits and its purchase order, shall form the entirety of the lease agreement, and no other leasing terms or conditions shall be binding on the State in this contract.

4.3 EQUIPMENT TO BE SUPPLIED

4.1 Contractor shall provide the following Device, accessories and software in full compliance with all device specifications as follows:

- Xerox Versant V280 color production printer
- Xerox Single HI Cap Feeder 497K22960
- Xerox Production Ready Finisher includes De-curler 497K2300
- Xerox EX-I Fiery Print Controller V280INTEG
- Fiery Impose Software

4.2 Device shall be sheet fed and shall form images on paper by toner-based electrophotography.

4.3 Device shall be equipped to perform the functions of printing, copying and scanning and shall include all parts, boards and internal software necessary to do so.

4.4 Device shall be a production-level color printer with a minimum speed of 80 impressions per minute at 8-1/2" x 11" page size.

4.5 Device shall have a rated duty cycle of at least 500,000 impressions per month.

4.6 Device shall offer print resolution of 1200 x 1200 dpi or higher.

4.7 Device shall be capable of duplex printing.

4.8 Device shall be able to print without difficulty on recycled paper having 30% postconsumer waste content.

4.9 Device and all its subsystems and parts shall be brand new. It will not be a demo model and will not be refurbished, remanufactured or used.

4.10 Device shall be Energy Star® or Rohs compliant and shall feature automatic power saving modes to conserve power when the printer has not been active for a time.

4.11 Device shall have or be provided with a dedicated ESP Power Manager or comparable electrical power conditioner of sufficient capacity to protect against surges and other disturbances in the power supply.

4.12 Color imaging quality of the Device shall be comparable or superior to offset printing.

4.13 Device shall be able to image up to 13" x 19" size or larger.

4.14 Device shall be able to image stock weights up to 300 gsm.

4.15 When duplex printing, Device shall be able to hold front-to-back register within ±1 millimeter tolerance or better.

4.16 Device shall have an integral scanner that permits two-sided scanning in black & white, grayscale and color.

4.17 Device shall offer a top-end scan resolution of 600 x 600 dpi or higher with other lower resolution settings also available through menu selection.

- 4.18 Device shall be able to perform scans both from a platen and through an automatic document feeder (ADF).
- 4.19 Platen shall be able to handle originals up to at least 11" x 17" size.
- 4.20 ADF shall be able to handle originals with standard sizes of 5-1/2" x 8-1/2", 8-1/2" x 11", 8-1/2" x 14" and 11" x 17".
- 4.21 ADF shall be dual scan – able to scan both sides of originals in a single pass.
- 4.22 Scanner shall enable the Device to handle 1:2, 2:1 and 2:2 page imposition formats.
- 4.23 Device shall not count scans as chargeable meter clicks.
- 4.24 Device shall have Auto Paper Sensing to detect the size of standard-sized originals and output on like-sized paper.
- 4.25 Device shall have mixed original detection capability.
- 4.26 Device shall be able to reduce and enlarge over a range of 25% - 400% or better.
- 4.27 Device shall have feed capacity as follows:
 - 4.27.1 At least 4 feed trays/drawers, not including the bypass tray.
 - 4.27.2 Total feeder capacity of at least 4,500 sheets of 20 lb. bond paper.
 - 4.27.3 One of the feed drawers shall be able to hold and feed a minimum of 2,500 ledger-size (A-3) sheets of 20 lb. bond (80 gsm).
- 4.28 Device shall incorporate blow air assist to accomplish accurate paper feeding.
- 4.29 Paper feed trays shall be able to handle and automatically detect standard paper sizes including 8.5" x 11", 8.5" x 14" and 11" x 17".
- 4.30 Device shall be able to handle paper weights ranging from 62 – 300 gsm through feed drawer(s).
- 4.31 Device shall be able to feed, handle and deliver recycled paper having 30% postconsumer waste content.
- 4.32 Device shall have a receding offset output tray with capacity to hold at least 1,000 large-size sheets of 20 lb. bond.
- 4.33 Device shall have a stapler finisher with ability to staple a minimum of 100 sheets of 20 lb. bond paper.
- 4.34 Device shall have a touch screen control panel interface.
- 4.35 Device shall have the ability to be shared among end users through a network environment.
- 4.36 Device shall allow on-demand printing from networked desktop PCs.
- 4.37 Device shall have an EFI Fiery controller with the latest version of Fiery Command Workstation for the type of printer.

- 4.38 Fiery Impose software shall be licensed and activated for use on the Fiery Command Workstation.
- 4.39 Device or its controller shall have a minimum of 4 GB of RAM system memory or more.
- 4.40 Device or its controller shall have a hard disk drive with minimum 320 GB capacity or greater.
- 4.41 Device shall be able to perform in a network environment through a single connection.
- 4.42 Device shall accommodate Ethernet 10 Base-T, 100-BaseTX, 1000 Base-T and USB 2.0 connections.
- 4.43 Device shall work with these operating systems: Windows 7, Windows 8.1, Windows 10, Windows Server 2008, Windows Server 2012, any other future Windows operating systems and Macintosh OS X 10.8, 10.9, 10.10 and future Macintosh operating systems.
- 4.44 Device shall offer network printing and driver compatibility with NH DoIT-supported Windows Server 2012, 2016, 2019, and future Windows operating systems.
- 4.45 Device shall support Adobe Postscript 3, PDF1.7, and PCL 5/6 page description languages.
- 4.46 Device shall support these file formats: PDF, TIFF, JPEG.
- 4.47 Device shall support an open-architecture, true PDF standard. No proprietary PDF language shall be employed.
- 4.48 Device shall comply with TCP/IP, SNMP, SMB and FTP network protocols.

5.0 DELIVERY, INSTALLATION AND TRAINING

- 5.1 Contractor shall deliver, install and maintain the Device at:
 NH Bureau of Graphic Services
 12 Hills Ave.
 Concord, NH 03301
- 5.2 Contractor shall deliver all equipment, parts and services to the above location on a prepaid FOB Destination basis with no extra charge for same.
- 5.3 Contractor shall make delivery of the Device, all required accessories and initial operating supplies and any necessary software within 20 working days after receipt of order.
- 5.4 Contractor shall securely and properly package the Device and any accessories for shipping to NH Bureau of Graphic Services according to responsible and accepted commercial practices without extra charge for same. Packages shall be clearly marked with purchase order number, delivery address and any other pertinent information.
- 5.5 Contractor shall deliver all goods in new condition and shall promptly replace anything that is found to be otherwise.
- 5.6 At least 10 working days before installation is undertaken, Contractor shall call NH Dept. of Information Technology ("DoIT") at (603) 271-5735, refer to a work order ticket number that will be provided after contract award and coordinate a date and time for DoIT personnel to be available for network integration of the printer.

- 5.7 After delivery of the print engine and all related parts and accessories, Contractor shall unpack all pieces and assemble them into a fully operational Device.
- 5.8 When installed, the Device and all its subsystems and parts shall be brand new, unblemished and in perfect working condition. Any part or system not working correctly shall be made right or replaced with all possible speed.
- 5.9 Within 3 working days after the Device has been made operational, Contractor shall provide on-site training in its operation for Bureau of Graphic Services personnel.
- 5.10 Training session(s) shall be of sufficient number, duration, and content to impart proficiency of operation to the End Users, to their complete satisfaction. Training will not be required to take more than one full business day.
- 5.11 If needed, Contractor shall provide additional spot training upon request any time within the term of the contract at no additional charge.
- 5.12 Upon completion of the trainings, installation of the device shall be accepted by Bureau of Graphic Services and signed off as complete by them. Date of sign-off shall be considered the date of commencement of the 60 month lease and service contract period.
- 5.13 If NH Bureau of Graphic Services does not officially accept or reject the Device installation within three (3) business days after all required parts, subsystems and software have been made fully operational and the required training has been completed, then the Contractor may start the clock on the 60 month leasing and service contract term and commence accrual of charges.

6.0 Dept. of Information Technology (DoIT) Requirements

6.1 Requirements at the time of installation:

- 6.1.1 Contractor's installer shall ensure the device is connected to the network, with a valid IP address.
- 6.1.2 Contractor's installer shall call DoIT at (603) 223-5735 to provide the current IP and MAC of the device being installed.
- 6.1.3 Contractor's installer shall remain onsite while DoIT validates connectivity to the MFP.
- 6.1.4 Contractor shall establish the following settings on the printers at the time of installation:
 - 6.1.4.1 Set static IP and DNS server addresses for the device.
 - 6.1.4.2 Disable outbound internet traffic for TCP/IP HTTP and HTTPS. Status reports, usage reports and system alerts are not allowed outbound through the internet.
 - 6.1.4.3 Disable sending any information out of the State network via SMTP.
 - 6.1.4.4 Restrict to accept jobs from only authorized spoolers and users.
 - 6.1.4.5 Disable all unused physical ports such as USB, Serial, Parallel and Firewire.
 - 6.1.4.6 Require PIN or password for access to administrative panel.

- 6.1.4.7 Change the default usernames and passwords and provide to DoIT.
- 6.1.4.8 Enable DoIT GSS staff to have remote access via an administrative web console. This shall include the ability to change, set and recover their own administrative passwords, test scanning configurations and view all job queues for the printer across the network.
- 6.1.4.9 Restrict administrative access to specific IP addresses.
- 6.1.4.10 Set printer to retain configuration status so it does not reset back to default settings in the event of a power interruption or re-boot.
- 6.1.4.11 Lock hard drive in place or secure by chassis lock.
- 6.1.4.12 Set printer to encrypt print files written to the hard drive and automatically clear those files from the disk after the files have been uploaded.
- 6.1.4.13 Configure scan devices to automatically delete data in cache, memory, and disk based on NIST 800-88 standards.
- 6.1.4.14 Update the printer's firmware to the latest version and disable automatic firmware updates.
- 6.1.4.15 Disable all bootstrap protocols, DHCP, BOOTP, and PXE.
- 6.1.4.16 Disable all unused protocols, including IPv6, Appletalk, IPX/SPX.
- 6.1.4.17 Disable Universal Plug and Play.
- 6.1.4.18 Limit network accessibility to only authorized subnets and ports.
- 6.1.4.19 Disable all unused ports and services. FTP, Telnet, TFTP, RSH, SNMP, and unused SMTP and HTTP services. Perform a port scan to confirm that only expected network services are available and all other ports are closed.
- 6.1.4.20 Disable or change default SNMPv1 and SNMPv2 community strings. SNMPv3 may be used via secure methods.
- 6.1.4.21 Restrict print services to port TCP/9100 & TCP/515.
- 6.1.4.22 Disable all wireless interfaces including RFID, Bluetooth and Wi-Fi.
- 6.1.4.23 Use only secure management protocols. Use HTTPS over latest TLS version. SSL, TLSv1.0 and v1.1 not allowed.
- 6.1.4.24 Disable all management protocols except HTTPS and SNMPv3.
- 6.1.4.25 Disable scan-to-email, scan-to-devices, and scan-to-user-personal-drives capabilities.
- 6.1.4.26 Uninstall or disable all unnecessary applications, particularly any that allow uploading of documents to Google, MS OneDrive and other similar systems.
- 6.1.4.27 Enable print spooler access logging.

- 6.1.4.28 Enable print job logging.
 - 6.1.4.29 Enable print to e-mail logging.
 - 6.1.4.30 Enable print to share logging.
 - 6.1.4.31 Require valid and trusted digital signature for all applications.
 - 6.1.4.32 Require application certificate be signed by a trusted authority.
 - 6.1.4.33 Replace self-signed certificates with certificates that chain to a trusted certificate authority.
 - 6.1.4.34 Secure scan to share locations
 - 6.1.4.35 Ensure printer has network printing, driver, and SMB compatibility with DoIT supported Windows Server 2012, 2016, 2019, M365 and future Windows operating systems and platforms.
 - 6.1.4.36 Ensure printer has scan-to-network shares compatibility for DoIT supported Windows file server 2012, 2016, 2019, M365 and future Windows operating systems or platforms.
 - 6.1.4.37 Disable fax-to-email or fax-to-network options and prevent users from enabling.
- 6.1.5 Contractor shall provide DoIT with step-by-step training and documentation for the operation, configuration and all enabled functionality of the devices and any attachments or accessories.

7.0 Ongoing Requirements applicable throughout the term:

- 7.1 At any time during the 60 month term of service, upon receipt of a request by NH DoIT, Contractor shall make changes to available printer settings in order to address emergent cybersecurity risks.
- 7.2 Contractor's technicians shall perform critical firmware updates within 30 days of publication by the manufacturer and non-critical updates within 60 days.
- 7.3 If work conducted by Contractor's repair technician risks impacting print or scanning services, network connectivity or system configuration, the technician shall call DoIT at (603) 223-5735 weekdays between 7:00 a.m. and 4:30 p.m. to coordinate the work. DoIT understands these risks may not become clear until the technician is onsite. The technician still must call DoIT to coordinate work to avoid unnecessary service interruptions.
- 7.4 If, during any service call, a repair technician concludes that problem resolution belongs with DoIT, they shall call DoIT at (603) 223-5735.
 - 7.4.1 Contractor shall notify NH DoIT's authorized contact person(s) before printer is moved or removed from its location for any reason.
 - 7.4.2 At the time of removal of the printer for any reason, the Contractor shall, at the choosing of the End-User, preserve security of the hard drive contents by either: A)

sanitizing all data on the hard drive in accordance with NIST 800-88 standards; or B) removing the hard drive from the machine and leaving it with NH DoIT personnel for secure destruction. If the hard drive removal option is exercised and the printer in question is not at end-of-life status at the time, then the Contractor may charge the End User for hard drive replacement. If the hard drive is sanitized and remains in the printer, no charge shall accrue. Either way, such procedure shall be supervised and verified by a DoIT representative.

8.0 FULL SERVICE MAINTENANCE

- 8.1 Contractor shall provide qualified Full Service Maintenance and supplies for the Device, commencing on the signed-off date of installation acceptance and continuing for a period of 60 months thereafter.
- 8.2 Contractor shall make qualified technicians routinely available to provide onsite repair services and preventive maintenance services during the hours of 8:00 a.m. to 4:00 p.m. Eastern Time, five (5) days a week, Monday – Friday (hereafter referred to as "Regular Service Hours").
- 8.3 Upon receipt of a service request from NH Bureau of Graphic Services during Regular Service Hours, the Contractor shall respond via telephone or e-mail within two (2) hours to schedule a service visit. In the event that Bureau of Graphic Services makes a service request after 2:00 p.m. eastern time on a Regular Service Hours day, the Contractor will respond no later than close of business on that day.
- 8.4 Unless jointly agreed otherwise between the NH Bureau of Graphic Services and the Contractor, the Contractor shall have a qualified technician on-site to address the problem within four (4) Regular Service Hours after the Contractor's initial response. In the event that a service request is made after 2:00 p.m., Contractor shall have a qualified technician on-site no later than 8:30 a.m. on the next day of Regular Service Hours following the request.
- ~~8.5 The labor and travel costs associated with providing full service maintenance shall be covered through the click charges set forth in Exhibit C and shall not be billed as "extra". The State of New Hampshire shall not be responsible to pay additional for any mileage or travel time for any services requested or performed in the normal execution of this agreement.~~
- 8.6 If, during any service call, a repair technician concludes that problem resolution belongs with DoIT, they shall call DoIT at (603) 223-5735.
- 8.7 If the Device suffers a malfunction where it is completely "down" and non-productive for three or more consecutive whole working days, then unless jointly agreed otherwise between NH Bureau of Graphic Services and the Contractor, the Contractor shall immediately provide a "loaner" device of similar or better capability at no charge. Contractor must have this replacement device on-site, installed under DoIT supervision as done for the original device, and made fully operational as quickly as possible, not more than six (6) working days after the initial device failure. This loaner device shall remain in place and be utilized, maintained, repaired and supplied with consumables in the same manner and rates as, and in place of, the original device until such time as the original device has been restored to normal operating condition.

- 8.8 If the Device suffers excessive malfunctions involving four or more instances within a three (3) month period where it is "down" for two or more consecutive whole working days each time, then the Contractor shall provide a "loaner" as described above in section 8.7. The loaner shall remain in place and be utilized, maintained, repaired and supplied with consumables in the same manner and rates as, and in place of, the original device until such time as the Contractor has effectively cured the problem causing excessive malfunctions and demonstrated to the End User's satisfaction that the loaner can be safely removed without risking more excessive losses of productivity.
- 8.9 Any loaner installation or removal as described above in 8.7 or 8.8 above shall be communicated to DoIT prior to the installation or removal and shall be supervised by DoIT.
- 8.10 The Contractor shall provide "operating supplies," to include toner, developer, fuser, photoreceptive drums or belts and any other consumables needed for the day-to-day operation of the devices, except for paper and staples.
- 8.11 The Contractor shall provide all replacement or repair parts needed to keep the Device in proper running condition.
- 8.12 All consumable supplies and replacement parts shall be OEM brand.
- 8.13 The Contractor shall cover the costs of all operating supplies, repair parts and their transport to Bureau of Graphic Services through the click charges established in this contract and shall not bill them as "extra". There will be no additional charges for any parts or supplies nor for delivery or shipping of same, except for the special circumstances enumerated in Exhibit C of this contract, section 4.

Additional Requirements:

Unless otherwise specified in this contract, the State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

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

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2022-01, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
[https://das.nh.gov/purchasing/vendorregistration/\[S\(a0fzcv55ahaeas45jpya5i45\)\]/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/[S(a0fzcv55ahaeas45jpya5i45)]/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Graphic Services Color Production Printer, Lease and Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,540,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

NH Bureau of Graphic Services shall lease from the Contractor on a fair market value basis a color production printer, model Xerox Versant V280 ("Device"), for a period of 60 months and shall additionally engage the services of the Contractor to provide full service maintenance and supplies for that Device during the life of the lease, in accordance with Exhibit A of this contract, and in full agreement with the provisions of State of NH Bid #Graphics 2022-01 and the price offer set forth by the Contractor in that bid.

2. PRICING STRUCTURE

- 2.1 For lease of the production printer (hereafter "Device"), NH Bureau of Graphic Services shall pay the Contractor a monthly lease payment of \$565.76. Totaled over 60 months, these lease payments will amount to \$33,945.60.
- 2.2 To obtain full service maintenance and supplies as defined in Exhibit B, NH Bureau of Graphic Services shall additionally pay the Contractor as follows:
 - 2.2.1 No monthly base charge.
 - 2.2.2 For Black & White impressions, NH Bureau of Graphic Services shall pay the Contractor at a rate of \$0.005 per impression for the actual number of impressions taken.
 - 2.2.3 For full color impressions, NH Bureau of Graphic Services shall pay the Contractor at a rate of \$0.03 per impression for the actual number of impressions taken.

3. INVOICE

- 3.1 Upon approval of this contract by the NH Governor and Executive Council and receipt of a signed P-37 contract from the State, the Contractor shall proceed with ordering the device and making preparations for its arrival and installation.
- 3.2 Contractor shall commence the accrual of charges and monthly billing for leasing, service and supplies as soon as the installation and training have been completed and signed off or deemed complete as set forth above in sections 4.12 and 4.13.
- 3.3 Invoicing shall follow the rates of charge defined in Exhibit C.
- 3.4 Contractor invoicing shall itemize the charges for lease payments, B&W meter clicks and color meter clicks.

- 3.5 Contractor shall process invoices through the manufacturer's local dealer who services the account. NH Bureau of Graphic Services shall be able to resolve any problems through communications with the local dealer.
- 3.6 If a change should occur in the Contractor's accounts payable address at any time within the effective period of this contract, the Contractor shall update that address in the State of New Hampshire's Integrated Financial System by filing a revision to its Authorized Vendor Application.
- 3.7 The Contractor shall notify the End User of any billing payments not received within 60 days.
- 3.8 If it chooses to do so, the Contractor may offer a discount for payment within 15 days of receipt of invoice.

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

5. OTHER CHARGEABLE INCIDENTS

- 6.1 If NH Bureau of Graphic Services should neglect to timely order replacement toner cartridges and consequently must place an overnight rush order, then it shall pay the Contractor for any excess shipping and handling cost over and above what the regular non-rush charges would have been.
- 6.2 If the Device should become physically damaged through the fault of an End User, then NH Bureau of Graphic Services shall pay the cost of the repairs at the Contractor's regular hourly labor rate for repair service; and it shall also reimburse the Contractor at cost for any parts or supplies necessary for such repair, as well as shipping of same by common carrier, if applicable.
- 6.3 NH Bureau of Graphic Services shall be financially responsible for the repair of any of the following types of damage as provided in section 6.2 above, except if such damages are demonstrated by NH Bureau of Graphic Services not to be their fault:
- Broken doors that have been physically torn from the machine.
 - Large dents that cause the Device to fail in its capacity as specified.
 - Damages caused by moving the Device without Contractor participation.
 - Electrical damages (boards, wiring, chips, etc.) to the Device caused by failing to use the provided electrical surge protection.
 - Replacement of the Device hard drive in the unlikely event of its removal and secure destruction under NHDolT policies.

6.0 OTHER PROVISIONS REGARDING PAYMENT

- 6.1 NH Bureau of Graphic Services shall make payments to the Contractor's accounts receivable address listed in the State of New Hampshire's Integrated Financial System.

which is derived from information provided by the Contractor on the Authorized Vendor Application.

6.2 NH Bureau of Graphic Services shall make payments on Contractor's invoices within thirty (30) days following receipt of invoice.

EXHIBIT D

RFB #2022-01 is incorporated here within.

Contractor Initials *to*
Date 10.13.21

State and Local Government Lease Agreement



Supplier Name & Address: Budget Document Technology			Agreement Number:		
CUSTOMER INFORMATION					
Full Legal Name: New Hampshire, State of				Phone: (603) 271-1451	
Billing Address: 12 Hills Ave			Contact Name: Loretta Razin		
City: Concord		State: NH	Zip Code: 03301	Contact Email: loretta.m.razin@das.nh.gov	
EQUIPMENT					
Quantity	Model and Description		Quantity	Model and Description	
1	Xerox Versant V280				
Equipment Location (if different from Billing Address):					
TERM		LEASE PAYMENT - (Monthly frequency unless otherwise noted)		PURCHASE OPTION	
Initial Term: (In months)	60	Lease Payment (plus applicable taxes):	\$512.98	<input checked="" type="checkbox"/> Fair Market Value ("FMV")	<input type="checkbox"/> \$1
		Frequency:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	("FMV" unless otherwise noted)	
CUSTOMER ACCEPTANCE					
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.					
Authorized Signer:		Date:	Federal Tax ID #: (Required): 02-6000618		
Print Name:		Title:			
OWNER ACCEPTANCE					
Accepted By: Xerox Financial Services LLC		Name and Title:		Date:	
TERMS & CONDITIONS					

1. **Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier," means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Lease Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date when the Initial Term begins, selected by us for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period, which shall be included in your first invoice from us. "Payment" means the Lease Payment specified above, Taxes, any Interim Payment, and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) in which your legal entity was formed, and where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

2. **Agreement, Payments and Late Payments.** You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. You agree to remit to XFS each Payment as invoiced by us according to the frequency set forth above. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. If any Payment is not paid in full within 10 days after its due date, you will pay a late charge of the greater of 5% of the amount due or \$25, not to exceed the amount permitted per applicable prompt payment laws in the state of your formation. For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. **Equipment and Software.** To the extent that Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. **Non-Cancellable Agreement.** EXCEPT FOR A NON-APPROPRIATION EVENT AS MORE FULLY DESCRIBED IN SECTION 20 HEREOF, THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. **End of Agreement Options.** If a \$1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive one-month terms. Either party may terminate the Agreement as of the end of any such month-to-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. **Equipment Delivery and Maintenance.** You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical address without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

7. **Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined above in order to secure your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a re-filing or amendment to XFS's financing statement against you becomes necessary.

8. **Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.

9. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

10. **Taxes.** You have represented to XFS that you are currently, and shall continue to be, a tax-exempt entity. In the event you are no longer tax-exempt (or are unable to provide proof thereof to XFS), you will be responsible for all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. If a \$1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

11. **Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING; BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE; AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

12. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

13. **Default and Remedies.** You will be in default hereunder if XFS does not receive any Payment within 30 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of that will be in accordance with the laws of your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default; (iii) the Equipment's booked residual (if you do not return the Equipment in accordance with Sections 5 and 8 hereof; and (iv) Taxes, if you are no longer tax-exempt; and (b) require you to return the Equipment as provided in Sections 5 and 8 hereof. The substantially prevailing party in any litigation arising out of this Agreement shall be entitled to seek its attorneys' fees and costs from the court.

14. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. You must promptly notify us of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to us the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, our booked residual in such Equipment, plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT. Notwithstanding procurement of Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier falls or refuses to pay any claim.

15. **Finance Lease and Customer Waivers.** The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A sections 508-522.

16. **Authorization of Signors, Credit Review, Incorporation of Policies.** Each party represents that it may lawfully enter into, and perform, this Agreement, and that the individual signing this Agreement on its behalf has all necessary authority to do so. You represent that all necessary Board or other governing body authority has been obtained, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at <https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies> and the ethics and compliance policies found at <https://www.xerox.com/en-us/about/corporate-citizenship/ethics>, and that such policies shall control over any similar Customer policies in force.

17. **Original and Sole Controlling Document. No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

18. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

19. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.

20. **Non-Appropriation.** This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due hereunder, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate this Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) we have received written notice from you at least thirty (30) days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate).



STATE OF NH REQUEST FOR BID

Bid #Graphics 2022-01:

COLOR PRODUCTION PRINTER - LEASE WITH SERVICE

Vendor's Bid Offer

Bidding Firm: Budget Document Technology Date: 08/26/2021

Contact Person: Tom Ouellette

Phone: 800-924-4229 ex 209 E-mail: touellette@bdme.com

BID OFFER BASED ON A 80 IMPRESSIONS PER MINUTE COLOR PRODUCTION PRINTER

Offered Device (Brand/Model): Xerox Versant V280

Please see build sheet attached - includes all accessories to meet specs of RFB

(Please indicate the make, model and any optional accessories/packages you propose with your bid.)

Straight Purchase Price of Equipment and Software as Specified: \$ 29,186.00

Use the below price grid if you are offering an all-inclusive "Flat Rate" price

	<u>RATE PER MONTH</u>	<u>X MULTIPLIER =</u>	<u>TOTAL FOR 60-MONTHS</u>
Flat Rate Price Option – Based on 540,000 B&W Clicks and 3,900,000 Color Clicks over 60 months.	\$ N/A / MO.	x 60 months =	\$ N/A

Provide pricing on the next page if you are NOT offering Flat Rate pricing

Use the below price grid if your offer is NOT Flat Rate pricing

Finance charge

#1,592.80 over 60-months

	RATE	X MULTIPLIER =	TOTAL
FMV LEASE	\$ <u>512.98</u> / MO.	x 60 months =	\$ <u>30,778.80</u>
IF APPLICABLE: BASE CHARGE FOR FULL SERVICE MAINTENANCE	\$ <u>N/A</u> / MO.	x 60 months =	\$ <u>N/A</u>
CHARGE PER CLICK FOR B&W CLICKS	\$ <u>0.005</u> / CLICK	540,000 CLICKS =	\$ <u>2,700.00</u>
CHARGE PER CLICK FOR COLOR CLICKS	\$ <u>0.03</u> / CLICK	3,900,000 CLICKS =	\$ <u>117,000.00</u>
Note: High cap 13x19 feeder holds 2,000 sheets, dual high cap feeder adds 2,900 or \$52.78 a month Provides 4,000 sheet 13x19 capability			
GRAND TOTAL:			\$ <u>150,478.80</u>

*Internal Rate
1.4*

**CONSENT IN LIEU OF SPECIAL MEETING
OF THE SHAREHOLDERS OF
BUDGET BUSINESS MACHINES, INC.**

October 13, 2021

The undersigned, being all of the Shareholders of Budget Business Machines, Inc., a Maine Corporation, do hereby unanimously consent to, adopt and approve in writing the following corporate action without a meeting in accordance with the provisions of the general corporation law of the State of Maine.

VOTED: That the Corporation enter into Graphic Service Production Copier Lease with State of New Hampshire, Department of Administrative Services as the same may have been amended or extended, which Agreement is hereby ratified and confirmed;

VOTED: That Thomas G. Ouellette, President of the Corporation, or Steven J. Ouellette, Treasurer of the Corporation, acting singly, be authorized to perform all acts and to execute and deliver all documents on behalf of the Corporation which are necessary or appropriate to effectuate the aforementioned transaction, including but not limited to a Form Number P-37 Lease.



Thomas G. Ouellette, Its Shareholder



Steven J. Ouellette, Its Shareholder

STATE OF MAINE
COUNTY OF ANDROSCOGGIN, SS.

Then personally appeared before me this 13th day of October, 2021, the above named Thomas G. Ouellette and Steven J. Ouellette and acknowledged the foregoing instrument to be their free act and deed.



Notary Public

Print Name: _____

DENISE R. COTE Notary Public, State of Maine Commission Expires March 15, 2026
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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 BUDGET BUSINESS MACHINES, INC. is a Maine Profit Corporation registered to transact business in New Hampshire on April 01, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 689526

Certificate Number: 0005454982



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of October A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



Business Name : Budget Business Machines, Inc.

Business ID : 689526

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005290865	03/15/2021	03/15/2021	Annual Report	2021
0005199573	01/17/2021	01/17/2021	Annual Report Reminder	N/A
0004832741	03/09/2020	03/09/2020	Annual Report	2020
0004716735	01/07/2020	01/07/2020	Annual Report Reminder	N/A
0004407647	02/11/2019	02/11/2019	Change of Principal Purpose	N/A
0004405463	02/11/2019	02/11/2019	Annual Report	2019
0004275938	12/31/2018	12/31/2018	Annual Report Reminder	N/A
0004008277	02/05/2018	02/05/2018	Annual Report	2018
0003726566	01/01/2018	01/01/2018	Annual Report Reminder	N/A
0003539124	03/13/2017	03/13/2017	Annual Report	2017
0003460016	12/27/2016	12/27/2016	Annual Report Reminder	N/A
0003249406	03/10/2016	03/10/2016	Annual Report	2016
0003067000	03/13/2015	03/13/2015	Annual Report	2015
0002943182	03/21/2014	03/21/2014	Agent Change/Resign	N/A
0002943181	03/19/2014	03/19/2014	Annual Report	2014
0002943180	04/01/2013	04/01/2013	Business Formation	N/A

Trade Name Information

Business Name	Business ID	Business Status
Automated Mailing Solutions	689527	Active
CONTINENTAL BUSINESS SYSTEMS	759020	Active
RELIABLE TECHNOLOGIES	780098	Active
OTS LEASING	843052	Active



State of New Hampshire
Department of State



Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
Thomas G Ouellette	President
Steven J Ouellette	Treasurer
Paul R Gossclin	Other Officer

