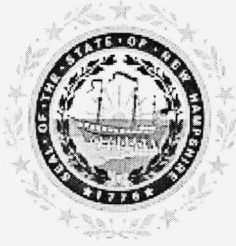


133 MLC



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 7, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** contract with Canon Solutions America, Inc., (VC#230331), Melville, NY, in the amount of \$1,000,000 for multifunction device and managed print services, with the option to extend for up to two additional one-year periods, effective upon Governor and Council approval for the period October 1, 2022 through September 30, 2025.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request is **Retroactive** because of the October 19, 2022 change to contract oversight requirements contained in the updated Manual of Procedures Chapter 150 and subsequent internal approval procedures. The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid 2581-22 on March 8, 2022 with responses due on March 31, 2022. This contract upon approval will be the final of three contracts awarded, supplementing the Toshiba America Business Solutions, Inc. (Contract #8003148) and Connected Office Technologies (Contract #8003153) awarded October 12, 2022 by the Commissioner of the Department of Administrative Services. There were six responses received with Canon Solutions America, Inc. submitting the lowest compliant pricing for their respective sections.

The State of New Hampshire's agencies currently operate a print fleet of more than 2,000 independent devices statewide with annual expenditures exceeding \$1,000,000. Recent changes in network security requirements e.g. DoIT mandatory prohibition of external network access, increased cost in consumables, and the inability to receive parts timely and maintain equipment has identified an area of opportunity to reduce the number of devices deployed with a target reduction of 10% statewide; if achieved, this will result in greater efficiencies, improved security, and cost avoidances to agency budgets.

Prior contracts spend (four contracts):

2021 – 2022	\$856,236.63
2020 – 2021	\$860,531.67
2019 – 2020	<u>\$864,826.70</u>
Total spend	\$2,581,595.00

These amounts are the total spend from all previous contract providers combined (Canon, Xerox & Budget Document Technologies, Integrated Office Solutions, and Porter Office Machines). The Department of Administrative Services projects that the annual spend will be divided across the two existing contracts (Contract #8003148 and #8003153) and this requested contract provider in the amount of \$1,000,000 over the term of the contract. The requested price limitation includes an allowance of \$225,000 to accommodate the purchase of production equipment not previously available under contract. Each of the three contractors will perform site assessments by location with awards being made to the lowest price meeting the identified business need.

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract with Canon Solutions America, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Multifunction Devices and Managed	Agency	Statewide
RFB#	2581-22	Requisition#	N/A
Agent Name	Donald Labrie	Bid Closing	3/31/22 @ 11:00 AM

A3 Category (legal size and larger devices)																		
	S1 20-30			S1 20-30			S2 31-40			S2 31-40			S3 41-50			S4 51-60		
	B&W			B&W/Color			B&W			B&W/Color			B&W			B&W		
	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices
Budget Doc. Tech	\$131.50	\$1,578.00	\$394,500.00	\$174.50	\$2,094.00	\$523,500.00	\$173.00	\$2,076.00	\$519,000.00	\$280.00	\$3,360.00	\$40,320.00	\$259.00	\$3,108.00	\$777,000.00	\$354.00	\$4,248.00	\$1,062,000.00
Connected Office	\$139.00	\$1,668.00	\$417,000.00	\$179.00	\$2,148.00	\$537,000.00	\$148.00	\$1,776.00	\$444,000.00	\$194.00	\$2,328.00	\$27,936.00	\$159.00	\$1,908.00	\$477,000.00	\$179.00	\$2,148.00	\$537,000.00
Canon	\$66.78	\$801.36	\$200,340.00	\$119.89	\$1,438.68	\$359,670.00	\$96.66	\$1,159.92	\$289,980.00	\$186.34	\$2,236.08	\$26,832.96	\$149.91	\$1,798.92	\$449,730.00	\$108.20	\$1,298.40	\$324,600.00
Porter Office	\$79.00	\$948.00	\$237,000.00	\$136.00	\$1,632.00	\$408,000.00	\$96.00	\$1,152.00	\$288,000.00	\$203.00	\$2,436.00	\$29,232.00	\$156.00	\$1,872.00	\$468,000.00	\$202.00	\$2,424.00	\$606,000.00
Ricoh	\$123.31	\$1,479.72	\$369,930.00	\$216.50	\$2,598.00	\$649,500.00	\$198.09	\$2,377.08	\$594,270.00	\$384.43	\$4,613.16	\$55,357.92	\$268.73	\$3,224.76	\$806,190.00	\$387.84	\$4,654.08	\$1,163,520.00
Toshiba	\$53.38	\$640.56	\$160,140.00	\$97.95	\$1,175.40	\$293,850.00	\$74.48	\$893.76	\$223,440.00	\$168.40	\$2,020.80	\$24,249.60	\$115.45	\$1,385.40	\$346,350.00	\$177.97	\$2,135.64	\$533,910.00

A4 Category (standard 8-1/2" x 11" devices)																		
	S1 20-30			S1 20-30			S2 31-40			S2 31-40			S3 41-50			S4 51-60		
	B&W			B&W/Color			B&W			B&W/Color			B&W			B&W		
	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices
Budget Doc. Tech	\$136.00	\$1,632.00	\$408,000.00	\$254.00	\$3,048.00	\$762,000.00	\$247.00	\$2,964.00	\$741,000.00	\$444.00	\$5,328.00	\$1,332,000.00	\$317.00	\$3,804.00	\$951,000.00	\$457.00	\$5,484.00	\$1,371,000.00
Connected Office	\$59.00	\$708.00	\$177,000.00	\$84.00	\$1,008.00	\$252,000.00	\$59.00	\$708.00	\$177,000.00	\$84.00	\$1,008.00	\$252,000.00	\$59.00	\$708.00	\$177,000.00	\$59.00	\$708.00	\$177,000.00
Canon	\$105.06	\$1,260.72	\$315,180.00	\$256.88	\$3,082.56	\$770,640.00	\$194.56	\$2,334.72	\$583,680.00	\$328.72	\$3,944.64	\$986,160.00	\$216.69	\$2,600.28	\$650,070.00	\$211.13	\$2,533.56	\$633,390.00
Porter Office	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$357.00	\$4,284.00	\$1,071,000.00	\$323.00	\$3,876.00	\$969,000.00	No Bid	No Bid	No Bid
Ricoh	\$95.04	\$1,140.48	\$285,120.00	\$187.02	\$2,244.24	\$561,060.00	\$147.04	\$1,764.48	\$441,120.00	\$310.62	\$3,727.44	\$931,860.00	\$239.95	\$2,879.40	\$719,850.00	\$436.29	\$5,235.48	\$1,308,870.00
Toshiba	\$65.88	\$790.56	\$197,640.00	\$93.52	\$1,122.24	\$280,560.00	\$123.38	\$1,480.56	\$370,140.00	\$163.12	\$1,957.44	\$489,360.00	\$238.38	\$2,860.56	\$715,140.00	\$292.56	\$3,510.72	\$877,680.00

Single Function												
	S1 Up to 20			S1 Up to 20			S2 21-40			S2 21-40		
	B&W			B&W/Color			B&W			B&W/Color		
	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices	Estimated Monthly Cost Per Device	Estimated Annual Cost Per Device	Annual Cost Per 250 Devices
Budget Doc. Tech	\$114.00	\$1,368.00	\$342,000.00	\$230.40	\$2,764.80	\$691,200.00	\$214.00	\$2,568.00	\$642,000.00	\$435.40	\$5,224.80	\$1,306,200.00
Connected Office	\$40.00	\$480.00	\$120,000.00	\$70.00	\$840.00	\$210,000.00	\$40.00	\$480.00	\$120,000.00	\$70.00	\$840.00	\$210,000.00
Canon	\$95.09	\$1,141.08	\$285,270.00	\$228.42	\$2,741.04	\$685,260.00	\$177.09	\$2,125.08	\$531,270.00	\$442.42	\$5,309.04	\$1,327,260.00
Porter Office	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Ricoh	\$183.25	\$2,199.00	\$549,750.00	\$380.01	\$4,560.12	\$1,140,030.00	\$358.25	\$4,299.00	\$1,074,750.00	\$727.51	\$8,730.12	\$2,182,530.00
Toshiba	\$79.88	\$958.56	\$239,640.00	\$151.93	\$1,823.16	\$455,790.00	\$149.38	\$1,792.56	\$448,140.00	\$290.63	\$3,487.56	\$871,890.00

Recommendation Summary (Applicable for Contracts Only)	
Statewide Contract or Amendment	State-wide Contract
Term of Contract	3 years with option to extend for two one-year terms
Price Limitation	\$1,000,000.00
Number of Solicitations Received	6
Number of Sourced Bidders	4
Number of NIGP Vendors Sourced	27

Special Notes: The price limitation of \$1,000,000.00 is approximate but calculated from business intelligence reports to generate the combined average of previous contract providers' spend amounts. It is difficult to calculate an exact amount at this time since State Agency requirements vary and usage during the pandemic skewed the data.



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Number of Bid Declines (with reason)	0
P-37 Checklist Complete	yes
D&B Report Attached	no
Terms of Payment (P-card/ACH)	P-card
FOB Delivered	yes
Expiring Contract Price Limitation	N/A
Total Cost Savings (\$/%)	no savings



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/doit

Denis Goulet
Commissioner

September 29, 2022

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
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 three (3) contracts, one each with Toshiba America Business Solutions Inc., Cannon Solutions America Inc., and Connected Office Technologies, as described below and referenced as DoIT No. 2023-040.

The purpose of this request is to enter into three (3) contracts, one each with Toshiba America Business Solutions Inc., Cannon Solutions America Inc., and Connected Office Technologies for the purpose of procuring multifunction device and managed print services.

The price limitation for each contract will be \$1,000,000, effective October 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later and shall continue thereafter for a period of three (3) years.

A copy of this letter must accompany the Department of Administrative Services' above referenced contracts for Commissioner approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-040

cc: Mathew Stanton, Deputy Director, Department of Administrative Services

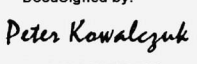

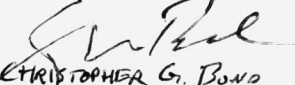
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Canon Solutions America, INC.		1.4 Contractor Address One Canon Park Melville, NY 11747	
1.5 Contractor Phone Number (603) 854-1431	1.6 Account Number various	1.7 Completion Date 9/30/2025	1.8 Price Limitation \$1,000,000.00
1.9 Contracting Officer for State Agency Jonah Rosa		1.10 State Agency Telephone Number (603) 271-2550	
1.11 Contractor Signature DocuSigned by:  Date: 10/25/2022		1.12 Name and Title of Contractor Signatory Peter Kowalczyk 1:26 PM PDT President	
1.13 State Agency Signature  Date: 12/1/22		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  CHRISTOPHER G. BOND On: 12/5/22			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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, 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 in this contract.

EXHIBIT B SCOPE OF SERVICES

1. INTRODUCTION

Canon Solutions America, 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 Multifunction Device and Managed Print Services in accordance with the bid submission in response to State Request for Bid 2581-22 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 2581-22
- f. EXHIBIT E Contractor's Bid Response

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) Form number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2581-22," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence October 1, 2022 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein. This contract shall result in two major categories. 1.) The rental and continuous maintenance of equipment. 2.) The assessment of current environment and recommendation for right sizing fleet maximizing managed print services.

CUSTOMER SUPPORT SERVICES:

The Contractor shall provide sales support for the items and equipment specified in the contract. The Contractor shall have a central contact point, available during State business hours, for resolving customer support problems.

Pre-Sales Support shall include, but is not limited to:

- a) Product Quotes
- b) Product Research
- c) Product Recommendation
- d) Product Specifications
- e) Assistance to State Agencies in finding products that best meet their needs.

Post-Sales Support shall, include but is not limited to:

- a) Delivery Information
- b) Product Return
- c) Invoice/Billing Issues
- d) Training on equipment and products when requested
- e) Facilitate Resolution of Product Problems

SITE ASSESSMENT:

The Contractor shall be required to perform a comprehensive site assessment upon request for equipment update/replacement. It is the expectation of the State that this evaluation allow for detailed analysis of daily operational needs associated with printing, scanning, security, document management, and all aspect associated with managed print services. The Contractor is encouraged to provide recommendations allowing the "right sizing" of the current environment offering recommendations for cost savings, administrative cost avoidance, and overall improvement of operational efficiencies tailored to the unique end users.

STATE AGENCY/END USER QUESTIONNAIRE:

The Contractor shall create and provide a document set providing guidance and soliciting information required to effectively review the current agency environment. This document should serve as the baseline for onsite review of the needs for any state agency or agencies.

PROGRAM OVERVIEW / BACKGROUND
Contractor agrees to provide Maintenance Services to maintain utilizing END USER's entire Equipment fleet, both legacy and new equipment, to ensure Equipment is in proper working order at all times based on the expectations and requirements outlined herein.

KEY OBJECTIVES
<ul style="list-style-type: none"> • Maintain the Equipment to proper working order • Identify and implement new and improved methods to reduce and contain total cost of ownership • Meet all deliverables on-time and in full • Service all existing Equipment in STATE AGENCY's fleet regardless of manufacturer brand • Intuitive user interface on all Equipment

CONTRACTOR ACCOUNT MANAGEMENT TEAM	
<ul style="list-style-type: none"> • All Contractor's Personnel assigned to STATE AGENCY/END USER's account must be trained to deliver customer service expectations and be certified to service the Equipment in END USER's fleet according to this SOW • Provide a dedicated account management team, including a dedicated 800 number and email address, to support and ensure END USER's interests are being met with uncompromising integrity and professionalism • Replace an account team member immediately if END USER determines the performance of employee to be unsatisfactory for any reason. It is understood that this provision in no way requires Contractor to terminate the employment of any employee replaced under the terms of this SOW. Contractor is ultimately responsible for the hiring of END USER's Account Manager, but END USER reserves the right to be an active partner in choosing the right candidate 	
Key Role	Key Responsibilities

CONTRACTOR ACCOUNT MANAGEMENT TEAM	
Account Manager	<ul style="list-style-type: none"> • Serve as the single point of contact (SPOC) for STATE AGENCY's account • Proactively manage and deliver all expectations outlined in this SOW • Proactively monitor and manage all Equipment to ensure: • STATE AGENCY Locations have an adequate supply of toner on hand • PM is being performed to prevent unscheduled Service calls • Receive, respond to & schedule Services for all incoming Equipment service calls from END USER Locations • Provide all reporting required by END USER to track/report on Contractor performance • Coordinate any Equipment moves as necessary • Ensure END USER account is staffed appropriately to consistently meet all SLAs and KPIs
Implementation Manager	<ul style="list-style-type: none"> • Plans and manages the entire implementation process, driving accountability to the plan and proactively addressing any issues that will delay any step until END USER determines program is stable, running smoothly and fully transitioned to the Account Manager
Technicians	<ul style="list-style-type: none"> • Responds to all day-to-day Service requirements • Consistently meets all Service Level Agreements under this SOW • Provide all Services during standard Business Hours

END USER ACCOUNT MANAGEMENT TEAM	
Key Role	Key Responsibilities
Fleet Manager	<ul style="list-style-type: none"> • Holistic responsibility for the Project / Service • Decision on when to replace Equipment at each Location and the Equipment type • Processes all Orders for Equipment

MINIMUM EQUIPMENT SPECIFICATIONS			
All Equipment must have the following basic functionality and must be new. Rebuilt or refurbished Equipment is not acceptable. Equipment must be currently manufactured and consistent with recommended volumes per the manufacturers stated performance. If a model quoted ceases to be available during the life of the Agreement, Vendor and END USER will mutually agree on a substitute for additional or replacement Equipment.			
Equipment Type	A3	A4	AS
Minimum Copy Resolution	600 x 600	600 x 600	600 x 600
Minimum System Memory	3 GB	1 GB	4 GB
Max output size	11 x 17	8 1/2 x 11	13 x 51.2
Trays	2	2	3
Paper Tray Capacity	1200	900	1650
Print Speed	25	40	80 ipm
Power Requirements	120/15a	120/15a	SP208v
Software	Enterprise Management Console		Fiery

TECHNOLOGY REQUIREMENTS

Contractor shall provide the following, at no additional cost to END USER upon execution of this SOW, or at any time throughout the Term as END USER determines best fits their needs:

- Integrate with END USER's existing IT ticketing system if requested by END USER IT;
- Managed IT Services to help with Equipment functionality and reporting as well as handle network connectivity issues;
- Electronic ticketing system for Service calls and problem escalation;
- Customized Service request website;
- Software, which must provide remote management that can monitor END USER's Equipment toner percentages; Update the Equipment firmware and software with Upgrades
- Remotely manage the address book and Equipment configuration
- Restrict user access by the use of security codes
- Provide scan functionality to send document to desktop, e-mail, network repository (private or public cloud); workflow application should be included in base software
- Store all network community e-mail addresses to reside at the device, retrievable and editable only by an authorized network administrator for updating and revision
- Customized sustainability practices such as toner recycling, dismemberment of copiers and toner waste bottle disposal
- Device shall be located in secure area accessible to appropriate personnel only
- All unused physical ports such as USB, Serial, and Parallel ports must be disabled
- Administrative panel on device must be secure by pin or password
- Retain configuration status in case of power loss. Device does not reset back to default settings in case of power outage
- Default passwords changed and provided to appropriate IT personnel
- If device contains Hard Drive encryption must be enabled
- Hard Drive must be secure, locked in place or chassis is locked
- Vendor needs to configure scan devices to delete data in cache, memory, and disk based on NIST 800-88 standards automatically
- When device is replace or removed, vendor must ensure data in cache, memory, and disk are deleted to NIST 800-88 standards
- Ensure firmware is updated within 60 days of manufacturer publishing firmware revisions. Critical updates less than 30 days
- Static IP Address only
- Static DNS Server addresses
- Admin access restricted to limited ip ranges
- Disable all bootstrap protocols, DHCP, BOOTP, and PXE
- Disable all unused protocols. IPv6, Appletalk, IPX/SPX
- Disable Universal Plug and Play
- Disable all unused ports and services. FTP, Telnet, TFTP, RSH, SNMP, and unused SMTP, and HTTP services. SNMPv3 may be used via secure methods
- Restrict Print Services Ports. Normally only TCP/9100 & TCP/515
- Disable all wireless interfaces, this include RFID and Bluetooth technologies. Wireless printing should require and exception to policy
- Use only secure management protocols. Use HTTPS over latest TLS version. SSL, TLSv1.0 and v1.1 not allowed
- Provide a secure printing option that permits users to release print jobs at the device
- Accept jobs only from authorized spoolers and users
- Change default passwords
- Rename default accounts
- Enable, Print spooler access, print job, print to fax, print to email, and print to share logging
- Send all logs to central logging server

- Devices are not permitted to communicate out to the internet via TCP/IP HTTP and HTTPS. Status, usage reports, and system alerts are not allowed out to the internet. Outbound communications must be through a DoIT approved proxy solution
- Sending any information out of state via SMTP not permitted
- Devices shall be compatible with print fleet administrative software such as FM Audit
- Ensure DoIT staff have remote access via a web console to administer the device
- Provide devices that allow DoIT staff to test scanning from the web-console to verify configurations work
- Ensure devices have network printing, driver, and SMB compatibility with DoIT supported Windows Server 2012, 2016, 2019, M365 and future Windows operating systems and platforms
- Ensure device have scan-to-network shares compatibility for DoIT supported Windows file server 2012, 2016, 2019, M365 and future Windows operating systems or platforms
- Provide procedure for DoIT GSS staff to recover console passwords
- Disable fax-to-email or fax-to-network options on devices and prevent users from enabling
- Coordinate in advance with DoIT staff to ensure no disruption to print or scanning services when repairing or replacing devices
- Work with the customer to ensure adequate space, power -customer can work with their facilities staff, network and fax connectivity - customer may need to open a helpdesk ticket and possibly a Telecommunications service Request
- Coordinate installation/setup date and time at least three (3) working days in advance with DoIT (603) 223-5735. An authorized Ticket Number will be assigned and provided on Purchase Order.
- Ensure the device is connected to the network, with a valid IP.
- Complete installation including full functionality of all device components.
- Call DoIT at (603) 223-5735 to provide the current IP and MAC of the device when installing a new or replacement device.
- Remain onsite while DoIT validates connectivity to the MFP.
- If work conducted by a Contractor repair technician risks impacting device network connectivity or system configuration, the Contractor technician must call DoIT at (603) 223-5735 weekdays between 7:00 AM and 4:30 PM to coordinate the work.
- DoIT understands these risks may not become clear until the repair technician is onsite. Repair technicians still need to call DoIT to coordinate work to avoid unnecessary service interruptions.
- If, during any service call, a repair technician concludes that problem resolution belongs with DoIT, they must call DoIT at (603) 223-5735

PROGRAM MANAGEMENT SERVICE REQUIREMENTS: Roles and Responsibilities		
Requirement:	END USER shall:	Contractor shall:
Onboarding	<ul style="list-style-type: none"> • Connect Contractor with Accounts Payable department for system set-up 	<ul style="list-style-type: none"> • Work with END USER Accounts Payable to complete and provide all paperwork for Vendor to be set-up in END USER systems
Implementation	<ul style="list-style-type: none"> • Attend kick-off meeting to introduce END USER team members to Vendor; and review their roles and responsibilities • Review and approve Contractor's implementation plan • Provide Location list including current Equipment, address and contact information • Provide additional information as needed to support the implementation plan 	<ul style="list-style-type: none"> • Schedule kick-off meeting to introduce account management team members to END USER; and review their roles and responsibilities. • Submit a complete and detailed implementation project plan within ten (10) business days following the Effective Date to include the following, at minimum: • Contact list of the implementation team including: name, phone, email, and clearly defined roles and responsibilities;

Contractor Initials ^{DS} PK
 Date 10/25/2022 | 1:00

	<ul style="list-style-type: none"> • Monitor Contractor's compliance with implementation plan requirements • Resolve any END USER created issues or obstacles • Review, approve or reject report templates proposed by Vendor that will be used during the course of ongoing business • Keep all stakeholders informed of the project plan, status, issues and resolutions • Identify END USER employees that will need access to Contractor's portal 	<ul style="list-style-type: none"> • Proposed timeline identifying key deliverables and critical path milestones; • Proposed Equipment replacement schedule that captures, at a minimum: current Equipment, replacement Equipment and proposed replacement date by END USER Location; • A call out and identification of any unique electrical or network requirements that are needed for the replacement Equipment; • Clearly documented procedure showing all the steps to transition Services from the current Contractor; • Risk mitigation plan Vendor will follow should there be a problem in any area of installation or maintenance transition; • Action Plan for tracking and reporting metrics for the installation process and maintenance reporting as well as on-going meter read collecting for each piece of equipment. • Request any additional information needed to finalize the implementation project plan • Route all END USER Service requests through centralized and consistent customer service delivery by calling 1-800-355-1390 for supplies, 1-800-355-1385 for service, 1-800-613-2228 for customer service, 1-877-591-8790 for the IT Help Desk or via the website at https://csa.canon.com/internet/portal/us/csa/contactus • Keep all stakeholders informed of the project plan, status, issues and resolutions • Define end-to-end operational process, quality control, communication protocol and issue resolution and escalation procedures
<p>Training</p>	<ul style="list-style-type: none"> • Support Contractor in developing training for END USER employees at the NSC and at all Locations • Review and approve all training and process documentation • Coordinate schedules for END USER employees to participate in Contractor led training • Ensure all employees involved in the program understand the process documentation and adhere to program requirements 	<ul style="list-style-type: none"> • Develop and provide any process/training documentation on Equipment use, requesting service, etc. for END USER employees • Maintain and update documentation as changes and/or improvements are made • Facilitate training calls and provide assistance when required including demonstration of any system, online portal or training guides • Train all Technicians on the expectations contained within this SOW to ensure consistent Service regardless of Location

<p>Program Management</p>	<ul style="list-style-type: none"> Update Location list as changes take place, either new openings, closures or acquisitions as they happen Attend and participate in Contractor led performance reviews Provide feedback on Contractor program management, overall compliance with Service requirements and problems / opportunities for improvement Review Contractor recommendations for fleet right-sizing and program optimization 	<ul style="list-style-type: none"> Facilitate quarterly business reviews to review Contractor's self-assessment of performance on all SLAs and KPIs; program quality and overall value; and discuss any Vendor recommended program enhancements. Reviews may be in person or remote by teleconference. Evaluate and perform an annual, or as requested, efficiency study and analysis of END USER's program to determine (i). if the fleet is right-sized based and (ii) is the program performing at optimal levels, at no additional cost to END USER Anticipate and proactively resolve issues before they arise Monitor Equipment and Technician performance to ensure all Key Performance Indicators and Service Level Agreements are being met Proactively identify opportunities for program optimization that will improve the customer experience while reducing the total cost of ownership
<p>Reporting Requirements</p>	<ul style="list-style-type: none"> Review reports to monitor Contractor performance in meeting the expectations outlined in this SOW Request additional reports as needed 	<ul style="list-style-type: none"> Work with END USER to recommend and ensure all pertinent metrics are captured in a standard monthly Equipment suite of reports House all information, data, logs and reports for a period of at least five (5) years after the expiration or termination of this SOW
<p>Invoicing</p>	<ul style="list-style-type: none"> Audit invoices to verify pricing and terms match the Agreement Process invoices for payment Support Vendor in their effort to work through any invoice issues as needed 	<ul style="list-style-type: none"> Submit an accurate monthly consolidated invoice itemized by Location for all Services that are being performed for installed Equipment under this SOW to include the following: Location information (Center number, address, cost center) Equipment make/model/serial number Billing Period Monthly mono click count, rate, total cost Monthly color click count, rate, total cost Total combined click count and cost Total applicable taxes Total amount due Vendor name and Remit to Address
<p>Communicate any error or discrepancy with an Order</p>	<p>An Order for Equipment is placed by END USER and is not complete and accurate pertaining to the Equipment make, model or pricing.</p>	<p>Within one (1) business day of Order receipt</p>

MAINTENANCE SERVICES SERVICE REQUIREMENTS: Roles and Responsibilities		
Requirement:	END USER shall:	Contractor shall:
Proactive Toner Push	<ul style="list-style-type: none"> Request the Toner Push program be turned on and/or off 	<ul style="list-style-type: none"> Proactively monitor installed Equipment toner levels at each Location to ensure toner is on-hand at the Location prior to the Equipment running out Contact the Center staff to confirm toner inventory levels prior to placing toner orders when Equipment toner reaches ten percent (10%) left and ship to the Location Track and report all toner shipments
Software Monitoring	<ul style="list-style-type: none"> Install Updates as needed Test Software, and any Updates, to ensure any software will not interfere with software already loaded on the END USER existing hardware such as computers and tablets Approve any work-around, patch, fix or Upgrade prior to Vendor implementing the solution 	<ul style="list-style-type: none"> Notify END USER IT and Fleet Manager concerning any known defects in the Software or Documentation as such defects become known Provide END USER IT and Fleet Manager with problem resolution for defects in accordance with the service priorities and effort standards Promptly correct any such defects, or develop a work-around, patch or other fix Provide remote technical assistance and consultation for general help in the use of the Software during Business Hours Make available to END USER, at no additional cost, all parts, labor, materials, tools, transportation and any other related costs or fees associated with servicing the Equipment, firmware and Software Updates or engineering changes for the Equipment, along with materials describing the purpose and function of the Updates Provide revised Documentation, in the same amount and media as originally provided, to correspond to any changes to the Equipment Provide written instructions and assistance to IT, if they are installing the Update, ensuring complete and successful installation of the Update Use best efforts to develop and make available to IT through Updates, all modifications and revisions required to enable all Equipment to operate in conjunction with any new releases of the Equipment, operating systems, software or middleware used by END USER on such terms and conditions as the parties may agree Provide IT access to test Software, and any Updates
Preventative / Scheduled Maintenance (PM)	<ul style="list-style-type: none"> Communicate END USER seasonality Coordinate with Vendor to initiate PM schedule requests to ensure Equipment is serviced prior to break down or failure 	<ul style="list-style-type: none"> Be cognitive of END USER seasonality such as Back To School, Summer Programs, etc. in scheduling PM Ensure that Equipment is maintained according to manufacturer guidelines for all PM by actively scheduling all PM Service as needed around the Locations schedule

MAINTENANCE SERVICES SERVICE REQUIREMENTS: Roles and Responsibilities		
Requirement:	END USER shall:	Contractor shall:
	<ul style="list-style-type: none"> Ensure Vendor has free and clear access to the Equipment to perform the Services 	<ul style="list-style-type: none"> Proactively monitor Equipment performance to ensure Equipment Uptime levels are consistently maintained to prevent unscheduled Service Calls Proactively call and schedule PM visits directly with the Location contact Replace worn components before they fail Call the Location directly to resolve error codes or maintenance issues that can be resolved or troubleshot over the phone
Unscheduled Maintenance Service Calls ("Unscheduled")	<ul style="list-style-type: none"> Place Service calls via dedicated 800 number or email 	<ul style="list-style-type: none"> Receive, respond to & resolve Service requests per the Service Level Agreements Call the Location who submitted the Service request within four (4) hours and schedule an on-site Service call per the Service Level Requirements outlined in this SLA. For clarification, Technicians will not be allowed to show up at any Location without an appointment Perform routine PM Services during other Service calls where possible Require the Technician to obtain Location staff signature on a Vendor provided work order form to verify the work requested is complete and the Equipment is functioning properly. Form will include the work completed, the date and time of Technician arrival and the date and time of the Services were complete
Continuing Repairs		<ul style="list-style-type: none"> Open a ticket with the Equipment manufacturer if Technician is unable to resolve the problem within four (4) Business Hours or has worked on the same Equipment twice for the same problem within a two (2) month period Perform all remedies that the Equipment manufacturer suggests as soon as possible Install any parts as needed Report results to the Fleet Manager for further diagnosing if the problem is not resolved Provide a Loaner if the original Equipment cannot be fixed within fifteen (15) Business Days of the original service request date, as noted on Page 26.

EQUIPMENT SERVICE REQUIREMENTS: Roles and Responsibilities		
Requirement:	END USER shall:	Contractor shall:
Equipment Orders		<ul style="list-style-type: none"> Process Orders issued Not accept any Equipment Orders from any END USER department other than END USER Procurement (Graphic Services).

Contractor Initials PK
 Date 10/25/2022 | 1:1

EQUIPMENT SERVICE REQUIREMENTS: Roles and Responsibilities		
Requirement:	END USER shall:	Contractor shall:
		<ul style="list-style-type: none"> Review the Order for accuracy of a valid item number, description and price
Equipment Testing	<ul style="list-style-type: none"> Request a demo unit to test the mechanical, electronic & network functionality of any Equipment being recommended to replace the approved Equipment Provide the END USER Location where the Equipment should be installed Communicate to Contractor that Equipment testing is complete and request Equipment pick-up 	<ul style="list-style-type: none"> Install Equipment at END USER Location, at no additional cost to END USER, for a period of not less than thirty (30) days. No charge costs include: installation, set-up, training, analyst support, supplies, removal or any other related expenses associated with testing the Equipment Schedule a time for Equipment pick-up to take place within five (5) Business Days of receiving the request for removal
Equipment Delivery and Installation	<ul style="list-style-type: none"> Act as a liaison to provide support, as needed, to the Contractor to ensure a smooth delivery and install of Equipment 	<ul style="list-style-type: none"> Ensure an Order has been issued by END USER prior to scheduling any Equipment for delivery and installation through the form of a Purchase Order from Graphic Services. Coordinate the delivery and installation time and date with END USER IT and Fleet Manager for delivery at the NSC or directly with the Center staff for delivery to an END USER Location, at least forty-eight (48) hours prior to delivery. Delivery time must be within a two (2) hour window during standard Business Hours Deliver the new Equipment to the specified Location within twenty (20) Business Days of Order receipt Perform all inspections and tests necessary to substantiate that the new Equipment confirms to the requirements of this SOW and is functioning properly; copy, print, scan, etc. Immediately resolve any issues found during END USER's inspection of the Equipment Confirm with IT that Equipment is configured to END USER system Train and provide documentation to the Location staff on how to use the Equipment. Documentation should include basic "how to" guides specific to the Equipment and any END USER requirements/processes Remove the old Equipment and return to the leasing company within seven (7) Business Days of removal Erase/overwrite (minimum 3X) the hard drives in each Equipment prior to removing it from a Location at the end of the term

EQUIPMENT SERVICE REQUIREMENTS: Roles and Responsibilities		
Requirement:	END USER shall:	Contractor shall:
		<ul style="list-style-type: none"> Not allow any Equipment to be moved or disconnected without prior authorization from the Fleet Manager Not allow any Location, under any circumstances to be left without properly functioning Equipment
Equipment Moves	<ul style="list-style-type: none"> Submit a request to move Equipment as needed Provide the Location where the Equipment being moved from as well as the Location where the Equipment is being relocated to Approve, and issue an Order for any freight cost for Equipment moves. 	<ul style="list-style-type: none"> Coordinate Equipment moves as requested between the sending Location, receiving Location and freight company including pick up and drop off times Provide a freight quote to the Fleet Manager for any Equipment move request. Contractor shall offer relocation services for up to 10% of the State's fleet. Plan each Equipment move to ensure that no Location is left without working Equipment Track and monitor all Equipment moves, and provide any reporting requested Complete all Equipment moves within 10 (ten) Business Days of request
Equipment Asset Tagging		<ul style="list-style-type: none"> Place a label on each Equipment clearly displaying the following: <ul style="list-style-type: none"> The Equipment serial/asset number Instructions for placing a Service call by calling 1-800-355-1390 for supplies, 1-800-355-1385 for service, 1-800-613-2228 for customer service, 1-877-591-8790 for the IT Help Desk or via the website at https://csa.canon.com/internet/portal/us/csa/contactus
Equipment Loaners	<ul style="list-style-type: none"> Provide access to the Location to remove/install the original Equipment and Loaner 	<ul style="list-style-type: none"> Communicate and coordinate with the Location to deliver and install the Loaner; and remove the original Equipment if there is not sufficient space for the END USER Location to store the Equipment Communicate and coordinate with the Location to deliver and install the original Equipment; and remove the Loaner

EQUIPMENT SERVICE LEVEL AGREEMENTS (SLAs)

Contractor agrees to provide a "like for like" Equipment loaner or a pre-approved small networkable Device ("**Loaner**") that will enable the Location to print, copy and scan if the original Equipment cannot be fixed according to the Service Levels below. Loaners should be needed no more than five (5) times per month throughout the END USER's entire Equipment fleet. Installing Loaners should be a LAST RESORT option when all other attempts to fix the original Equipment has failed as installing Loaners and then moving and replacing them with the original Equipment disrupts END USER's operations. Loaners will be provided to END USER at no additional cost. Vendor is responsible for all costs including, but not limited to: shipping to and from Location, packing, installation and removal labor, etc. of both the original Equipment and the Loaner.

Vendor acknowledges and agrees to consistently meet all Service Level Agreements outlined below.		
Service Level	Requirement	Service Level Agreement
Loaner	If Equipment is Down & cannot be fixed, or repaired, within five (5) Business Days of Vendor receipt of the Service call	Contractor shall initiate a Loaner request and have the Loaner installed at the Location within ten (10) Business Days of the original Service request date.
Replacement	Loaner has been installed at a Location more than fifteen (15) Business Days as the original Equipment has not been fixed to proper functionality	Contractor shall replace the original Equipment with a new "like for like" Equipment if a Loaner is required to be in place for more than fifteen (15) days as this means there is a serious issue with the original Equipment. The replacement Equipment will be (1). provided at no additional cost or additional time to END USER; and (2) the new Equipment serial number will replace the original Equipment serial number and the revised agreement will be supplied to END USER.
Replacement Continued...	The MFD/Photocopier requires service for the same malfunction more than four (4) times over a six (6) month period causing the equipment to run at less than 100% capacity each time for two (2) consecutive calendar day, if malfunction occurs MFD/Photocopiers shall be replaced within ten (10) working days at no additional charge with comparable equipment which will perform as specified with a minimum of service requirements. Replacements shall be communicated to DoIT. Unless otherwise jointly agreed upon between End User and Contractor: if the MFD/Photocopier requires service for a different malfunction more than five (5) times in a six (6) month period causing the equipment to run less than 100% capacity each time for two (2) consecutive calendar days, such equipment shall be replaced within ten (10) working days at no addition charge with comparable equipment and communicated to DoIT.	
Cancellation	CONTRACTOR PERFORMANCE: Contractor fails to meet the relevant performance standards on the Equipment for a consecutive period of sixty (60) days. Prior to cancellation, Contractor shall have thirty (30) days to cure any failure to meet the relevant standards. After failure to cure, END USER may request that the Equipment in question be cancelled.	Contractor guarantees that all Equipment acquired through Contractor shall meet performance standards as set forth herein for the term of contract. Should the Equipment fail, END USER will have the ability to cancel any individual Equipment Order for cause without incurring any damages for any of the following reasons: i) Unacceptable Delivery Time; ii) Unacceptable Downtime; iii) Unacceptable Service times and quality of Services; iv) Equipment replacement process does not resolve issues with Equipment; v) Equipment does not operate to END USER's satisfaction and Contractor has not promptly resolved problems or issues; vi) Services are not performed in accordance w/ SOW.

Cancellation Continued	No Fault of Contractor: The END USER will provide a 30-day notice to cancel at will with a charge of not more than three (3) times the normal monthly base rental fee. If unfounded cancellation of equipment is two (2) years or less, the Contractor may mutually agree with STATE to relocate or install that equipment on an as needed basis and the three (3) month base rental fee will be waived.
------------------------	--

MAINTENANCE SERVICES SERVICE LEVEL AGREEMENTS (SLAs)

Contractor acknowledges and agrees to consistently meet all Service Level Agreements outlined below:

Service Level	Definition	Service Level Requirement
Response Time	Measured from the point at which a Service request is received by Vendor to the time the Vendor responds and connects with the Location	Within four (4) Business Hour
On-site Response Time	Measured from the point at which a Service request is received by Vendor to the time the Vendor dispatches a Technician to be on-site at the Location	Within twenty-four (24) Business Hours
Resolution Time	Measured from the point at which a Service call is received by Vendor to the time the issue is resolved.	Within three (3) Business Days

KEY PERFORMANCE INDICATORS

Contractor acknowledges and agrees to consistently meet and deliver Services in accordance with the Key Performance Indicators outlined below:

Metric	Service Level Requirement	Defined as:
Equipment Uptime Guarantee	95%	Contractor guarantees an average Uptime level of 95% per calendar quarter on all Equipment covered under this SOW. Scheduled PM shall not count against the quarterly Uptime calculations. Uptime shall be calculated as follows: the total Uptime hours less actual Down hours; divided by the total available Uptime hours for the quarter calendar. For example, for example, there are 2,340 working hours in a year, minus 72 holiday hours, divided by four, equals 567 working hours per quarter in a typical quarter. From this number, Contractor shall deduct all countable Down hours for the quarter. The actual Uptime hours will be divided by the total available Uptime hours to arrive at the percentage of Uptime per calendar quarter.

WARRANTIES	
Replacement Parts and Supplies	Contractor represents and warrants that Contractor shall: (i) maintain appropriate inventory levels for all Equipment Supplies needed to ensure Equipment is properly functioning at all times and (ii) procure all Supplies as new OEM parts. Without prejudice to any other rights and remedies available to END USER under the Agreement or this SOW, in the event Contractor cannot procure Supplies, Contractor shall replace the Equipment needing servicing with Equipment of substantially similar specifications at no additional cost to END USER. At no time will END USER be responsible for any Equipment or Supply inventory in any way.
Repairs Not Covered	Services do not include the repair of damaged Equipment caused by the following: <ul style="list-style-type: none"> (a) END USER failure to provide a suitable installation environment, including, but not limited to, the failure to provide, adequate electrical power, air-conditioning, or humidity-control; (b) Accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning); transportation, neglect and power transients; (c) END USER use of the Equipment for purposes other than those for which it designed (d) END USER use of incompatible Supplies, excluding paper and staples.
General Warranty	Contractor warrants that it has good and marketable title to all Equipment. Contractor expressly warrants that the Equipment and/or Services furnished under this SOW and any Orders will: <ul style="list-style-type: none"> a) Conform to all specifications and applicable standards (including, without limitation, government and trade standards); b) Be new (unless otherwise expressly stated in writing); c) Be free from latent or patent defects in material or workmanship; d) Conform to any statements made on the containers, labels, advertisements or other specifications for such Goods and/or services; e) Be adequately and correctly contained, packaged, marked and labeled; f) Be merchantable, safe and appropriate for the purpose for which such Goods and/or services are normally used; g) Be fit for a particular purpose if Contractor knows or has reason to know the particular purpose for which the Goods and/or services will be used; h) Conform in all respects to any samples provided by Vendor to END USER and approved in writing by END USER; and i) Not violate any other person's patents, copyrights, trade secrets or other intellectual property rights
Equipment Warranty	Contractor shall warrant the Equipment to proper working order as long as the Equipment is being operated by END USER.

CORRECTIVE ACTION STANDARDS		
NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OR THIS SOW TO THE CONTRARY, THE PARTIES ACKNOWLEDGE AND AGREE THAT SHOULD CONTRACTOR FAIL TO MEET ITS SERVICE OBLIGATIONS AND PERFORMANCE STANDARDS IN THIS SOW THE CONTRACTOR SHALL BE BOUND BY PROGRESSIVE REMEDIES DEFINED HEREIN.		
Failure Metric	Consequence First Time Occurrence	Continued Failure
Fails to meet ASA	Failure to do so will result in a written warning	Failure will result in Notice of Cure or Default of Contract.
Damage to Location	Contractor shall be financially liable for any and all damage to Locations caused by Contractor Personnel while on-site at a Location or while Equipment is connected to network	Consequence First Time Occurrence applies; and Vendor must replace Contractor Personnel who is causing the damage if the same employee caused the damage twice
Failure to meet Equipment Uptime Guarantee	Failure to do so will result in a written warning	Failure will result in Notice of Cure or Default of Contract.
Any delay or business interruption of Location operations caused by Vendor not scheduling a visit in advance	Failure to do so will result in a written warning	Failure will result in Notice of Cure or Default of Contract.
Contractor shall clean up after themselves upon leaving Location (food, drinks, and personal belongings are not to left at Location)	Failure to do so will result in a written warning	Failure will result in Notice of Cure or Default of Contract.
Contractor shall keep the installation workspace clean and tidy at all times	Failure to do so will result in a written warning	Failure will result in Notice of Cure or Default of Contract.
Contractor Personnel must keep sharp or small objects out of reach of children at all times when working on Equipment	<ul style="list-style-type: none"> • Failure to do so is grounds for END USER to terminate agreement with no penalty • Contractor shall be responsible for all damages related to child injury 	

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 2:30 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

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. USAGE REPORTING

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Jonah Rosa and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
 - Device location, make, model, serial number
 - Date of installation
 - Number of impressions/clicks

- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

ADDITIONAL REPORTING REQUIREMENTS				
Contractor shall comply with all reporting requirements that will be identified by END USER. For the avoidance of doubt, all data and reports will be owned by END USER. Any additional/new report development post-implementation will be available to END USER, at no additional cost.				
Reports will be in Excel and summarized. Supporting documentation/data used to reach the summary will be included/attached.				
Report Name	Included in Report	Frequency	Sent to:	
Toner Replacements	<ul style="list-style-type: none"> • Location information • Date toner was shipped 	Monthly	Agency Contact	
Loaner Equipment	<ul style="list-style-type: none"> • Location information • Date Service request was submitted by Location • Date Loaner Equipment was installed • Date Loaner Equipment was removed • Final resolution 	Quarterly	Agency Contact & IT	
Daily Incident Report	<ul style="list-style-type: none"> • Location information • Equipment make/model/serial number • Detail of all Services performed • Date(s) of Service • Type of Service: PM vs. Unscheduled • On-site response time to each Unscheduled Service request • On-site time spent resolving the issue • Equipment status upon departure • Duration of Equipment malfunction 	Quarterly	Agency Contact & IT	
Uptime Report	<ul style="list-style-type: none"> • Location information • Equipment make/model/serial number • Uptime by Equipment • Uptime for the period 	Quarterly	Agency Contact & IT	
Equipment Database	<ul style="list-style-type: none"> • Equipment make/model/serial number • Order Number and date • Location information • Install date • Schedule number, install date, accrued months rented and termination cost as of that date • Monthly cost • Total combined cost: monthly cost + click cost 	Monthly	Agency Contact & IT	

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 #2581-22, 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\(q0fzcv55ghaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55ghaeqs45jpyq5i45))/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. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Multifunction Device and Managed Print 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 \$1,000,000.00; 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.

2. PRICING STRUCTURE

PRICING – EQUIPMENT	
1.	Acquisition of Equipment. Contractor agrees to provide END USER with rental equipment and END USER agrees to acquire from Contractor Equipment as set forth hereunder. END USER agrees to pay Contractor the price which is set forth below in accordance with the terms & conditions in the Agreement and herein. END USER authorizes Contractor to insert in the serial numbers of the Equipment when Contractor so determines them.
2.	Fixed Pricing. The pricing and discounts (if applicable) for Equipment, as set forth below, shall be firm for the Term of the Agreement.
3.	Equipment Term. All Equipment will be for an initial term of sixty (60) months
4.	Model Changes. In the event a model of Equipment is discontinued during the Term, any successor model with substantially similar specifications, capabilities and features as the model of Equipment discontinued, shall have the same discount levels or pricing. In case a successor model has additional features and/or improved capabilities or specifications, the pricing of such successor model shall be subject to the written agreement of END USER and Vendor. If END USER wishes to upgrade Equipment to a model with additional functionality, the pricing of such model shall be subject to the same discount levels.

Multi-function Devices:

A3 = 11 x 17

Copies Per Minute:	S1 20-30	S1 20-30	S2 31-40	S2 31-40	S3 41-50	S4 51-60	Alt 20-29*
	B&W	B&W/Color	B&W	B&W/Color	B&W	B&W	1-B&W/Color
Monthly Rental:	\$44.28	\$65.39	\$51.66	\$79.34	\$61.91	\$67.37	\$53.70
B&W Cost Per Page:	\$0.0045	\$0.0039	\$0.0045	\$0.0039	\$0.0044	\$0.0044	\$0.0039
Color Cost Per Page	N/A	\$0.0350	N/A	\$0.0340	N/A	N/A	\$0.0350

A4 = 8-1/2 X 11*

***Up to 8-1/2" x 14"**

Copies Per Minute:	S1 20-30	S1 20-30	S2 31-40	S2 31-40	S3 41-50	S4 51-60
	B&W	B&W/Color	B&W	B&W/Color	B&W	B&W
Monthly Rental:	\$15.56	\$16.38	\$15.56	\$28.72	\$18.69	\$34.13
B&W Cost Per Page:	\$0.0179	\$0.0219	\$0.0179	\$0.0114	\$0.0099	\$0.0059
Color Cost Per Page	N/A	\$0.1310	N/A	\$0.0930	N/A	N/A

Single Function Printers:

Copies Per Minute:	S1 Up to 20	S1 Up to 20	S2 21-40	S2 21-40
	B&W	B&W/Color	B&W	B&W/Color
Monthly Rental:	\$13.09	\$14.42	\$13.09	\$14.42
B&W Cost Per Page:	\$0.0164	\$0.0179	\$0.0164	\$0.0179
Color Cost Per Page	N/A	\$0.1245	N/A	\$0.1245

Staple Cost:

A3	\$74.80
Quantity/Package	15,000

A4	\$74.80
Quantity/Package	15,000

Relocation Cost:

Includes moving 10% of total fleet over 60 months.

Accessories:

A3	RADF	Scan Station	Platen Cover	Base Cabinet	Add'l Paper Drawer 2x 500	Paper Feed Unit 2500 sheet	Large Capacity Tray 3K	Left Corner Staple	3-Hole Punch	Facsimile Kit	Dual Line Option	Add'l Fax Memory	Network Connectivity Kit	Hard Drive Security Kit	Network Security Kit	New Power Protection
Canon1	5.74	0.00	0.88	0.00	0.00	9.36	17.25	9.36	5.74	6.84	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.71
Canon1	INCLUDED	0.00	0.77	1.16	0.00	9.36	0.00	9.36	5.15	6.89	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.71
Canon2	5.15	0.00	0.77	0.00	0.00	8.39	15.46	9.36	5.15	6.84	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.71
Canon3	INCLUDED	0.00	0.77	1.05	0.00	8.39	0.00	9.36	5.15	6.89	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.71
Canon4	INCLUDED	0.00	0.77	0.00	0.00	8.39	15.46	9.36	5.15	6.84	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.75
Canon4	INCLUDED	0.00	0.77	0.00	0.00	8.39	15.46	9.36	5.15	6.84	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.75

A4	RADF	Scan Station	Platen Cover	Base Cabinet	Add'l Paper Drawer 2x 500	Paper Feed Unit 2500 sheet	Large Capacity Tray 3K	Left Corner Staple	3-Hole Punch	Facsimile Kit	Dual Line Option	Add'l Fax Memory	Network Connectivity Kit	Hard Drive Security Kit	Network Security Kit	New Power Protection
Canon1	0.00	0.00	0.00	0.00	3.29	0.00	0.00	0.00	0.00	INCLUDED	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.51
Canon1	0.00	0.00	0.00	0.00	2.54	0.00	0.00	0.00	0.00	INCLUDED	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.51
Canon2	0.00	0.00	0.00	0.00	3.29	0.00	0.00	0.00	0.00	INCLUDED	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.51
Canon3	0.00	0.00	0.00	3.09	3.85	2.72	0.00	0.00	0.00	INCLUDED	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.51
Canon4	0.00	0.00	0.00	3.04	2.43	0.00	0.00	0.00	0.00	INCLUDED	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.51
Canon4	0.00	0.00	0.00	1.09	2.92	3.54	7.58	N/A	0.00	INCLUDED	0.00	0.00	INCLUDED	INCLUDED	INCLUDED	2.51

Production Equipment:

Spec:

Color/Mono

Print Resolution: 1200 x 1200 dpi minimum, 8 bit gradation
 Dual Scanner: 600 x 600 dpi. Originals up to 11 x 17
 Feeder/Drawers: Total Capacity 4,500 sheets. 1 drawer 2,000 sheets 13 x 19
 Staple Finisher: In-line for 1 or 2 staples of 100 sheets of 20# Bond
 Out Put Tray: Hold 1,000 sheets of 20# Bond
 Stock Range: 62 GSM up to 300 GSM
 Technology: EFI Fiery controller, impose software, 4GB RAM, 320GB capacity

Service/Maintenance Agreements				
Option 1	Option 2			
Zero Base Charge No Minimum No Staples	Monthly Base Charge with Minimum			
COST PER PAGE OEM Toner Parts & Labor	Color	Mono	No Staples	
	Included Number of Pages Per Month	Included Number of Pages Per Month	COST PER PAGE OEM Toner Parts & Labor	Color COST PER PAGE Overage Rate
0.0088BW .037C	0.00000	0.00000	0.00000	0.00000

500,000 Monthly Duty Cycle			
Copies Per Minute	Make	Model	60 Month Lease/Rental Rates Fair Market Value/Straight Lease
80	CANON	IMAGEPRESS C810	\$736.84 Per month

Spec:

Monochrome

Print Resolution: 600 x 600 dpi minimum
 Scanner: 600 x 600 dpi both B&W and Color. Scanner Speed: 60 per minute
 Feeder: 3 vacuum-feed paper drawers of at least 12 x 18
 Stapler: In-line for 1 or 2 staples of 100 sheets of 80 GSM
 Stacker: Hold 5,000 sheets of 80 GSM
 Stock Range: 40 GSM up to 300 GSM

Service/Maintenance Agreements				
Option 1	Option 2			
Zero Base Charge No Minimum No Staples	Monthly Base Charge with Minimum			
COST PER PAGE OEM Toner Parts & Labor	Included	COST PER PAGE	COST PER PAGE	
	Number of Pages Per Month	OEM Toner Parts & Labor	Overage Rate	Overage Rate
\$0.00290	0.00000	0.00000	0.00000	0.00000

2-million Monthly Duty Cycle			
Copies Per Minute	Make	Model	60 Month Lease/Rental Rates Fair Market Value/Straight Lease
125	CANON	VARIOPRINT 130	\$728.00 Per month

Cost of Staples	\$74.80
Qty per Package	15000

All pricing represented in exhibit C is inclusive of managed print services associated with all equipment as defined herein.

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

4. PAYMENT

Payments may be made via P-Card.


EXHIBIT D

RFB #2581-22 is incorporated here within.

Contractor Initials ^{DS}
Date 10/25/2022 | 1:17
PK

EXHIBIT E

Contractor's bid is incorporated here within.

Contractor Initials  PK
Date 10/25/2022 | 1:

Certificate Of Completion

Envelope Id: F10AAC559BA846F382A794BE3121BB6B
Subject: Complete with DocuSign: State of New Hampshire Bid No. 2581-22 (Form P-37) (10.25.22).pdf
Source Envelope:
Document Pages: 28
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Canon Solutions America, Document Review
1 Canon Park
Melville, NY 11747-3036
csa_docreview@csa.canon.com
IP Address: 146.184.0.84

Record Tracking

Status: Original
10/25/2022 4:09:47 PM

Holder: Canon Solutions America, Document Review
csa_docreview@csa.canon.com

Location: DocuSign

Signer Events

Peter Kowalczyk
pkowalczyk@csa.canon.com
President
Canon Solutions America, Inc.
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Peter Kowalczyk
5AABE3CE633E4B5...

Signature Adoption: Pre-selected Style
Using IP Address: 68.132.41.89

Timestamp

Sent: 10/25/2022 4:22:05 PM
Viewed: 10/25/2022 4:25:14 PM
Signed: 10/25/2022 4:26:18 PM

Electronic Record and Signature Disclosure:
Accepted: 10/25/2022 4:25:14 PM
ID: 19fd1fee-865d-40ab-9dae-e5c7839a0239

In Person Signer Events

Signature

Editor Delivery Events

Status

Agent Delivery Events

Status

Intermediary Delivery Events

Status

Certified Delivery Events

Status

Carbon Copy Events

Status

Canon Solutions America, Document Review
csa_docreview@csa.canon.com
Security Level: Email, Account Authentication (None)

COPIED

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Pamela Renee Marino
pmarino@csa.canon.com
Assistant, Executive
CSA

COPIED

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Timestamp

Timestamp

Timestamp

Timestamp

Timestamp

Timestamp

Sent: 10/25/2022 4:22:06 PM
Resent: 10/25/2022 4:26:22 PM

Sent: 10/25/2022 4:22:05 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

10/25/2022 4:22:06 PM
10/25/2022 4:25:14 PM
10/25/2022 4:26:18 PM
10/25/2022 4:26:18 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Canon Solutions America, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Canon Solutions America, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: msinanian@csa.canon.com

To advise Canon Solutions America, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at msinanian@csa.canon.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Canon Solutions America, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to msinanian@csa.canon.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Canon Solutions America, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to msinanian@csa.canon.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Canon Solutions America, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Canon Solutions America, Inc. during the course of my relationship with you.

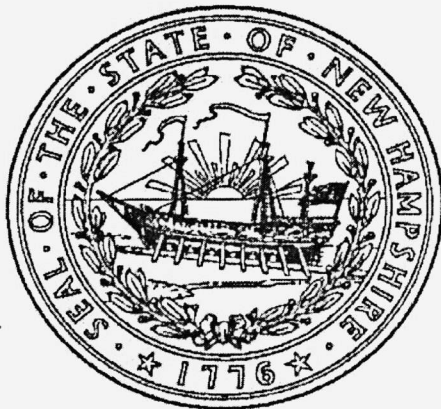
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CANON SOLUTIONS AMERICA, INC. is a New York Profit Corporation registered to transact business in New Hampshire on January 31, 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.

Business ID: 686356

Certificate Number : 0005891872



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CANON SOLUTIONS AMERICA, INC.
Secretary's Certificate

The undersigned, Steven I. Himmelstein, Secretary of Canon Solutions America, Inc. (the "Company") does hereby certify that:

The individuals named below have been and are duly authorized to execute contracts, bids, and request(s)-for-proposal on behalf of the Company for the sale of equipment, supplies, software, maintenance and other services by the Company.

Workgroup Technologies and Services Business

Shinichi Yoshida
Peter Kowalczuk
Nobuyuki Nishiyama
Steven Giuliano
Julie McMahan
Dan Verley
Dawn Rouse
Brenda Stines
Stephen Frank
Rick Ranft
Brian Gallipeau
Enrico Fiannaca

Large Format Solutions Business

Shinichi Yoshida
Peter Kowalczuk
Robert Reddy
Nobuyuki Nishiyama
Steven Giuliano
John McNulty
Robert Abernathy
Brian Gallipeau
Stephen Frank

Production Print Solutions Business

Shinichi Yoshida
Peter Kowalczuk
Francis McMahan
Nobuyuki Nishiyama
Steven Giuliano
Ann-Louise King
Stephen Frank
Brian Gallipeau
Allen Filson



Steven I. Himmelstein
Secretary

October 25, 2022

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**
As required by written contract

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	
Endorsement Effective Date: 11/01/2022	

SCHEDULE

Name Of Person(s) Or Organization(s):	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.