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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

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

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

March 23, 2021

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Softchoice Corporation of Chicago, IL. (Vendor No. 174902), for an aggregate price limitation of $10,000,000.00 among all awarded vendors, for Microsoft/Office 365/Azure Cloud Solutions Professional Services. The term shall be effective upon Governor and Council approval and ending on December 31, 2023 with the option to extend for two (2) additional one-year extension terms.

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

The Department of Administrative Services, through the Bureau of Purchase and Property, and in collaboration with the Department of Information Technology, issued a request for proposal on April 24, 2020 with responses due on June 11, 2020. There were 10 compliant responses received.

It is the Department's intent to enter into contracts with the seven (7) highest scoring vendors where through a Request for Quote (RFQ) and Statement of Work (SOW) process the Department of Administrative Services, on behalf of a requesting State agency, will issue RFQ/SOW to all contractors. Each SOW will detail various requirements related to the services, planning and implementation of new projects. The project engagement will be based upon the lowest cost qualified quote. Project engagements under the agreements with a dollar value exceeding $10,000 shall be brought before the Executive Council for approval prior to proceeding with the engagements.

Microsoft tools, products and other cloud services have been deployed and extended to all Executive branch agencies within NH in FY2020. These deployments have enabled agencies to expand collaboration within and outside their agencies and will provide the ability to enhance business processes in ways previously not possible to support NH citizens. These capabilities have been especially beneficial given the need over the past year to increase collaboration throughout State government, while reducing the stress and agency reliance on the State's core infrastructure.

State agencies have already experienced increased productivity using technology that supports remote meetings, instant chat and messaging, project management tools and activity alert, document (storage, management, and collaboration), the ability to capture meeting videos, and many other functions. In addition, efforts are moving forward to deploy integrated email functions and other capabilities that will allow State agencies to provide citizen centric services and functions in new and creative ways.

The Microsoft 365 and other cloud platforms enable the State to react more quickly during times of crisis and provide base platforms that can be used as the State expands its future Digital Government Services that will drive process and product usage efficiencies, which will ultimately lead to improved citizen services and interoperability with NH Businesses and trusted partners. Through the proposed contracts, the State anticipates improvements in the following areas: automating business processes, providing prompt responses to tracking or delivering constituent needs, refining business operations based on access to insightful data, securing information within compliance of State and Federal regulations, and deploying rapid solutions throughout the State of New Hampshire's IT environment.

Enabling these capabilities will often require the use of expert resources that can assist the State to efficiently design, govern, maintain and provide ongoing management of these platforms in a secure, responsible and effective manner. Contracting mechanisms that shorten the "time to value" are needed to procure resources to work with State agencies and IT staff to supplement existing constrained resources that are needed to provide the skills necessary for the State to excel in its Digital Government Initiatives. Based on the foregoing, I am respectfully recommending approval of the contract with Softchoice Corporation.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

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

March 15, 2021

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

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into seven (7) contracts as described below and referenced as DoIT No. 2021-041.

The seven (7) contracts being requested are for:

1. Peridot Solutions, LLC of McLean, VA
2. Catapult Systems, LLC of Austin, TX
3. Spruce Technology, Inc. of Clifton, NJ
4. Softchoice Corporation of Chicago, IL
5. Presidio Networked Solutions LLC of Woburn, MA
6. Windows Management Experts Inc of Bensalem, PA
7. TRN Digital LLC d/b/a TrnDigital of Boston, MA

This is a request to enter into a statewide contract with seven (7) vendors to allow agencies to release RFQ's/SOW's for Microsoft/Office 365/ Azure Cloud Solutions Professional Services. These contracts will provide a mechanism for agencies requiring assistance with ongoing and future projects, including automating business processes, providing prompt responses to tracking or delivering constituent needs, refining business operations based on access to insightful data, securing information within compliance of State and Federal regulations, and deploying rapid solutions throughout the State of New Hampshire's IT Environment.

The total amount of the seven (7) contracts is not to exceed $10,000,000, and shall become effective upon Governor and Executive Council approval through December 31, 2023.

Denis Goulet
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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A copy of this letter should accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf/ik
DoIT #2021-041

cc: Paul Rhodes, DAS

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	MICROSOFT/OFFICE 365/AZURE CLOUD SOLUTIONS PROFESSIONAL SERVICES
Bid #	2312-21
Agent Name	Paul Rhodes
Closing Date & Time	June 11, 2020 @ 10:00 AM

Vendor Name	Score
Spruce Technology	88
Peridot	85.5
Catapult	76
SoftChoice	69
Presidio	67.5
TRN Digital	60
WME	57
Insight	Withdrawn
Connection	29.5
Whalley	18

Non-compliant

Avanade - Incomplete Pricing
CBTS - Incomplete Pricing
Confiance - Incomplete Pricing
Ernst & Young - Incomplete Pricing
Planet Technologies - Incomplete Pricing
Smarter Consulting - Incomplete Pricing
Zones - Incomplete Pricing

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		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Softchoice Corporation		1.4 Contractor Address 314 West Superior Street Suite 400 Chicago, IL 60654	
1.5 Contractor Phone Number 888-607-7638	1.6 Account Number Various	1.7 Completion Date December 31, 2023	1.8 Price Limitation $10,000,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature Date: Nov 20, 2020		1.12 Name and Title of Contractor Signatory Sean Denomey SVP Services	
1.13 State Agency Signature Date: 1/6/21		1.14 Name and Title of State Agency Signatory Joseph Bouchard ~~Charles M. Arlinghaus~~ Assistant Comm.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 1/21/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

SP
Softchoice Legal

Contractor Initials SD
Date 11/20/20

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.

Contractor Initials SD
Date 11/20/20

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

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Date 11/20/20

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.

Contractor Initials SD
Date 11/20/20

EXHIBIT A

SPECIAL PROVISIONS

1. Delete Section 13. INDEMNIFICATION in its entirety and substitute with the following:

   The Contractor shall defend, 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 of the Services or Deliverables provided under this Contract and any SOW, 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.

   The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee. Further, notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

2. Add section 10.4 (Intellectual Property Rights)

   10.4 Any applicable written material created by Contractor for State in connection with the Services (including reports, memoranda, guides, or other deliverables described in the SOW) ("Deliverables", which exclude Products, as defined below) shall be owned by the State except as follows: Contractor will retain ownership in all working papers, pre-existing materials and any general skills, know-how, processes, or other Intellectual Property Rights (including a non-State-specific version of any Deliverables) which Contractor may have discovered or created independently or as a result of the Services ("Contractor Information"). Contractor grants State a perpetual non-exclusive, non-transferable license to use such Contractor Information included in the Deliverables for State's own internal use as part of such Deliverables. Nothing in this section prohibits the State's transfer of said license among the State agencies and departments.

3. Add section 25 (Acceptance)

   a. Contractor warrants that the Services and Deliverables will be performed in a good and workmanlike manner, and in accordance with generally accepted industry standards applicable to such services. Contractor will re-perform, at its expense, any Services or Deliverables it provided which did not comply with this warranty. Project Services and Deliverables will be reviewed, accepted or rejected based on a State approved work plan or schedule for each individual RFQ /SOW unless otherwise detailed by the State. Contractor will present a commercially reasonable corrective plan of action to State, and will then resubmit the corrected Service or Deliverable to State.
   b. State may not reject any Service or Deliverable if the grounds for rejection are based, in whole or in part, on: (i) State's use of a Service or Deliverable in a manner not permitted or contemplated under this Agreement or the SOW; (ii) modification of any Service or Deliverable other than by Softchoice; (iii)information supplied by State to Softchoice that is included in or relied upon to provide any Service or Deliverable; or (v) State's negligence, breach or willful misconduct.
   c. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABLE QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

Contractor Initials SD
Date 11/20/20

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

This Master Agreement is entered into by and between Softchoice Corporation (hereinafter referred to as the "Contractor") and the State of New Hampshire (hereinafter referred to as the "State"). The Contractor hereby agrees to provide the State and its agencies with Microsoft/Office 365/Azure Cloud Solutions Professional Services in accordance to this Agreement and the terms of Request for Quotes (RFQ)/Statements of Work (SOW) to this Agreement.

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 RFP 2312-21
f. EXHIBIT E RFQ/SOW Worksheet

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 in Exhibit A, Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) RFQ/SOW Worksheet, and (5) EXHIBIT D "RFP 2312-21."

3. TERM OF CONTRACT

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter for a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

All SOWs that are negotiated between the Parties shall be in writing and executed by both Parties and shall be attached hereto as supplemental Exhibits, and shall be incorporated into, and governed by, this Agreement. A standard template to request a quote is attached (Exhibit E). Contractor must be capable of providing information technology professional services on Microsoft Cloud Solutions that include, but are limited to: managed services for modern Microsoft/Office 365/Azure Cloud Solutions [M365&CS] administration, operational oversight, systems maintenance, and short-term or ongoing development or integration projects.

Contractor Initials SD
Date 11/20/20

I. Ordering Procedures:

The Department of Administrative Services, on behalf of a requesting state agency, will issue RFQ/SOW to several vendors, including the Contractor. Each SOW will detail various requirements related to the services, planning and implementation of new projects. RFQ/SOW may require the Contractor to have:

a) Mandatory Microsoft certifications to be awarded the work

b) Agreement and signature on project specific Business Associate Agreements or other documents as required by the State to address statutory, regulatory, or industry compliance

If the Contractor chooses to bid on the RFQ/SOW, the Contractor shall prepare a written proposal in accordance with the terms of the RFQ and transmit to the DAS. An RFQ/SOW shall not constitute a binding order until a Purchase Order and RFQ/SOW.

The Contractor shall not proceed to commence the work under SOW/RFQ unless the Contractor is awarded the SOW.

II. Technical Requirements

Future Projects solicited through the State's RFQ process will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT) and utilizing State agency. DoIT coordinates, reviews, and approves statewide Information Technology activities to ensure consistency and alignment with State strategic efforts.

A. Contractor Company and Staff Qualifications (Experience)

Contractor shall have a minimum of five (5) years of Microsoft-certified experience in provisioning modern M365&CS information technology and/or management services to government customers. Contractor staff and subcontractors must be located in the United States. During the term of this Agreement, Contractor must have and maintain administrative and technical staff of sufficient size and knowledge base to support the State in its initiatives.

B. Current Use of Contractor Solutions

When responding to a Request for Quote (RFQ/SOW), the Contractor's proposed solution must explicitly state what M365&CS licenses and any third-party applications are required.

Each RFQ/SOW may include specific requirements about the Contractor's experience in implementing a similar solution. Experience shall include requirements that include but are not limited to, how many solutions of a similar nature are implemented and operational, the size and complexity of the project, and any experience with statutory, regulatory, or industry standards. The specific Bidder-proposed functionality must be described.

Each SOW will identify award criteria. (The agency will select award criteria and point allocations.)

Data must not be removed or copied from the State's data environments or the Microsoft cloud environments without written, authorized permission of the State.

Contractor Initials SD
Date 11/20/20

C. Contractor Team

The Contractor Team must include individuals with substantial experience in:

- Each of the disciplines relating to his or her stated project role.
- Implementing Microsoft/Office 365/Azure Cloud Solutions.
- The discipline of effective Project Management.
  - Effective use of software change management best practice.
  - The discipline of effective risk and issue management.
  - Effective use of defect tracking tools that allow for reporting on test results.
- The discipline of effective M365&CS System Administration in a state government environment in the Microsoft Government Cloud Computing (GCC) environment.
  - Operational support of government entities comparable in size and complexity.
  - Compliance with the statutory and regulatory publications that is appropriate with the statement of work.
- The discipline of proper configuration for M365&CS.
  - Successful M365&CS roll-out.
  - M365&CS configurations that satisfy the unique needs of the State Agencies in New Hampshire.
  - The discipline of information architecture as related to the modern SharePoint Online experience, PowerShell, and Site Designs and Site Scripts.
  - The discipline of supporting business process with business automation with Power Apps, and Power Automate.
  - The discipline of supporting business process with business automation with Dynamics 365
- The discipline of software development, quality assurance, and user acceptance testing activities with M365&CS third-party integrations.

D. Contractor Team Qualifications

1. MICROSOFT ROADMAP

The Contractor must maintain a working understanding of the M365&CS roadmap. The Contractor shall use this knowledge to make informed, best practice recommendations to the State regarding M365&CS and SharePoint Online.

2. Program Support Roles

A. PROJECT MANAGER

The Contractor must have, maintain for the duration of this Agreement and engage Project Manager in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Project Manager shall have at least 5+ years of Program/Project Management experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the deployment of enterprise IT programs/projects.

B. M365&CS BUSINESS ANALYST

Contractor Initials SD
Date 11/20/20

The Contractor must have, maintain for the duration of this Agreement and engage M365&CS Business Analyst in any RFQ/SOW in this Agreement with the following minimum qualifications:

- M365&CS Business Analyst shall have at least 3+ years of experience with the Public Sector or Federal Government, and a proven track record with supporting the development of M365&CS solutions across enterprise IT programs/projects
- M365&CS Business Analyst shall have experience with developing user stories, use cases, business/IT requirements, process maps, standard operating procedures, and User Acceptance Testing documents
- M365&CS Business Analyst shall have experience with supporting the development of M365&CS within an Agile or DevOps environment.

3. Administration Roles | Operations

OPERATIONS are defined as the day-to-day maintenance and operational support. Any development in support of operations will be addressed in section 4 Operational Support Roles | Development below.

A. MICROSOFT/OFFICE 365 GLOBAL ADMINISTRATOR

The Contractor must have, maintain for the duration of this Agreement and engage Microsoft/Office 365 Global Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Microsoft/Office 365 Global Administrator shall hold Microsoft Certifications that will be detailed in each individual RFQ/SOW
- Microsoft/Office 365 Global Administrator shall have at least 5+ years of Office 365 Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Office 365 tools

B. COMPLIANCE ADMINISTRATOR and SECURITY & COMPLIANCE

The Contractor must have, maintain for the duration of this Agreement and engage Compliance Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Compliance Administrator shall hold Microsoft certifications that will be detailed in each individual RFQ/SOW
- Compliance Administrator shall have at least 5+ years of Office 365 and Compliance administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Exchange Online
- Compliance Administrator's experience shall be associated with direct compliance administration and data classification and sensitivity work in Office 365, Teams, OneDrive, and SharePoint Online
- Compliance Administrator shall be responsible for deliverables or techniques related to providing monitoring reports, project status updates, staff management (if applicable)

Category Role Description

Contractor Initials SD

Date 11/20/20

Security & Compliance	Azure information protection admin	Manages labels for the Azure Information Protection policy, manages protection templates, and activates protection.
	Compliance admin	Manages regulatory requirements and eDiscovery cases, maintains data governance for locations, identities, and apps.
	Customer Lockbox access approver	Manages Customer Lockbox requests, can turn Customer Lockbox on or off.
	Security admin	Controls organization's security, manages security policies, reviews security analytics and reports, monitors the threat landscape.
	Security operator	Investigates and responds to security alerts, manages features in Identity Protection center, monitors service health.

C. EXCHANGE ADMINISTRATOR

The Contractor must have, maintain for the duration of this Agreement and engage Exchange Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Exchange Administrator shall hold Microsoft certifications that will be detailed in each individual RFQ/SOW
- Exchange Administrator shall have at least 5+ years of Office 365 and Exchange Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Exchange Online
- Exchange Administrator shall be responsible for deliverables or techniques to providing system health and monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients

D. GROUPS ADMINISTRATOR

The Contractor must have, maintain for the duration of this Agreement and engage Groups Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Groups Administrator shall hold Microsoft certifications that will be detailed in each individual RFQ/SOW
- Groups Administrator shall have at least 5+ years of Office 365 and SharePoint Online Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Office 365 Groups
- Groups Administrator shall be responsible for deliverables or techniques to leverage when it comes to providing system health and monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients

E. SHAREPOINT ADMINISTRATOR

Contractor Initials SD
Date 11/20/20

The Contractor must have, maintain for the duration of this Agreement and engage SharePoint Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications:

- SharePoint Administrator shall hold Microsoft certifications that will be detailed in each individual RFQ/SOW
- SharePoint Administrator shall have at least 5+ years of Office 365 and SharePoint Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of SharePoint Online tools
- SharePoint Administrator's experience shall be associated with direct administration of SharePoint Online
- SharePoint Administrator shall be responsible for deliverables or techniques to leverage when it comes to providing system health and monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients

F. DYNAMICS 365 ADMINISTRATORS

The Contractor must have, maintain for the duration of this Agreement and engage Dynamics 365 Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Dynamics 365 Administrator shall hold Microsoft certifications that will be detailed in each individual RFQ/SOW
- Dynamics 365 Administrator shall have at least 5+ years of Dynamics 365 Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Dynamics 365 tools
- Dynamics 365 Administrator shall be responsible for deliverables or techniques to leverage when it comes to providing system health and monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients

G. TEAMS ADMINISTRATORS

The Contractor must have, maintain for the duration of this Agreement and engage Teams Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications. The State does not expect a 1:1 staffing ratio:

- Teams Administrator shall hold Microsoft certifications that will be detailed in each individual RFQ/SOW
- Administrator shall have at least 5+ years of Office 365 and Teams Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Teams
- Teams Administrator shall be responsible for deliverables or techniques to leverage when it comes to providing system health and monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients?

Category	*Role*	*Description*

Contractor Initials SD
Date 11/20/20

Collaboration	Teams communication admin	Assigns telephone numbers, creates and manages voice and meeting policies, and reads call analytics.
	Teams communication support engineer	Reads call record details for all call participants to troubleshoot communication issues.
	Teams communication support specialist	Reads user call details only for a specific user to troubleshoot communication issues.
	Teams service admin	Full access to Teams & Skype admin center, manages Office 365 groups and service requests, and monitors service health.

H. ADDITIONAL ADMINISTRATIVE AND OPERATIONAL SUPPORT ROLES | DEVICES
Excluding the roles called out above, Contractor shall staff or support the following administrative roles for the daily maintenance and operation of the State's Microsoft/Office 365 tools. The State does not expect a 1:1 staffing ratio.

Category	*Role*	*Description*
Devices	Cloud device admin	Enables, disables, and deletes devices and can read Windows 10 BitLocker keys.
	Desktop analytics admin	Can access and manage Desktop management tools and services.
	Intune admin	Full access to Intune, manages users and devices to associate policies, creates and manages groups.

I. ADDITIONAL ADMINISTRATIVE AND OPERATIONAL SUPPORT ROLES | COLLABORATION
Excluding the roles called out above, Contractor shall staff or support the following administrative roles for the daily maintenance and operation of the State's Microsoft/Office 365 tools. The State does not expect a 1:1 staffing ratio.

Category	*Role*	*Description*
	Kaizala admin	Full access to all Kaizala management features and data; manages service requests.
	Office apps admin	Manages settings, policies, and deployment of Office apps.
	Power BI admin	Full access to Power BI management tasks, manages service requests, and monitors service health.
	Power Platform admin	Full access to Microsoft Dynamics 365, PowerApps, data loss prevention policies, and Power Automate.
	Search admin	Full access to Microsoft Search, assigns the Search admin and Search editor roles, manages editorial content, monitors service health, and creates service requests.
	Search editor	Can only create, edit, and delete content for Microsoft Search, like bookmarks, Q&A, and locations.

J. ADDITIONAL ADMINISTRATIVE AND OPERATIONAL SUPPORT ROLES | READ-ONLY

Contractor Initials SD
Date 11/20/20

Excluding the roles called out above, Contractor shall staff or support the following administrative roles for the daily maintenance and operation of the State's Microsoft/Office 365 tools. The State does not expect a 1:1 staffing ratio.

Category	*Role*	*Description*
Read-Only	Global reader	Can view all administrative features and settings in all admin centers.
	Message Center privacy reader	Access to data privacy messages in Message Center, gets email notifications, has read-only access to users, groups, domains, and subscriptions.
	Message Center reader	Reads and shares regular messages in Message Center, gets email notifications, has read-only access to users, groups, domains, and subscriptions.
	Reports reader	Reads usage reporting data from the reports dashboard, Power BI adoption content pack, sign-in reports, and Microsoft Graph reporting API.
	Security reader	Read-only access to security features, sign-in reports, and audit logs.

K. ADDITIONAL ADMINISTRATIVE AND OPERATIONAL SUPPORT ROLES | OTHER
Excluding the roles called out above, Contractor shall staff or support the following administrative roles for the daily maintenance and operation of the State's Microsoft/Office 365 tools. The State does not expect a 1:1 staffing ratio.

Category	*Role*	*Description*
Other	Billing admin	Makes purchases, manages subscriptions, manages service requests, and monitors service health.
	Service support admin	Creates service requests for Azure, Microsoft 365, and Office 365 services, and monitors service health.

4. Operational Support Roles | Development

DEVELOPMENT is defined as the advanced technical efforts that support the day-to-day maintenance and operations of the State's M365&CS environment. These development efforts include, but are not limited to:

- SharePoint Online
- PowerShell
- Site Designs and Site Scripts
- Scripts
- Power Apps
- Power Automate
- Third-party Integrations
- Dynamics 365

A. MICROSOFT TECHNICAL ARCHITECT(S)
The Contractor must have, maintain for the duration of this Agreement and engage Microsoft Technical Architect in any RFQ/SOW in this Agreement with the following minimum qualifications:

Contractor Initials SD
Date 11/20/20

- Microsoft Technical Architect shall have at least 5+ years of experience with the Public Sector or Federal Government, and a proven track record of designing successful Microsoft/Office 365/Dynamics 365/Azure Cloud architecture solutions across enterprise IT programs/projects
- Microsoft Technical Architect shall have experience with developing/designing Microsoft/Office 365, SharePoint Online, Dynamics 365, and/or Azure architecture solutions
- Microsoft Technical Architect's shall have experience with deploying Microsoft/Office 365 solutions within an Agile or DevOps environment.

B. SHAREPOINT ONLINE INFORMATION ARCHITECT

The Contractor must have, maintain for the duration of this Agreement and engage SharePoint Online Information Architect in any RFQ/SOW in this Agreement with the following minimum qualifications:

Note: The State is interested in the modern experience offered by SharePoint Online that leverages modern Office Group technology. The State is not interested in classic approaches to operating SharePoint Online.

- SharePoint Online Information Architect shall have at least 5+ years of experience with the Public Sector or Federal Government, and a proven track record with developing/managing Microsoft SharePoint Online solutions across enterprise IT programs/projects
- SharePoint Online Information Architect shall have experience with developing/designing Microsoft/Office 365
- SharePoint Online Information Architect's shall have experience with designing, configuring, and implementing the modern experience of SharePoint Online within an Agile or DevOps environment

C. MICROSOFT LEAD PLATFORM DEVELOPERS

The State expects the various proposed lead platform developers to be proficient with Office 365, SharePoint Online, Dynamics 365, and other Microsoft Azure Cloud Solutions. The Contractor must have, maintain for the duration of this Agreement and engage Microsoft Lead Platform Developers in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Lead Microsoft Lead Platform Developer shall have at least 3+ years of experience with the Public Sector or Federal Government, and a proven track record of deploying Microsoft/Office 365 solutions across enterprise IT programs/projects
- Lead Microsoft Platform Developer shall have expert proficiency with PowerShell, C+, and SPFx
- Lead Microsoft Developer shall have experience with developing/deploying Microsoft Platform solutions
- Lead Microsoft Platform Developer shall experience with deploying Microsoft/Office 365 solutions within an Agile or DevOps environment.

III. Additional Requirements

Except as otherwise provided in this Scope of Services or in SOW, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. EST, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-

Contractor Initials SD

Date 11/20/20

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. No premium charges will be paid for any off-hour work.

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 must 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 of the Contractor must 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. LIMITATION OF LIABILITY

Subject to applicable laws and regulations, in no event shall the Parties be liable for any consequential, special, indirect, incidental, punitive or exemplary damages. The Contractor's liability to the State for any claims, liabilities, or expenses relating to this Contract shall not exceed two times (2X) the fees paid under this Agreement in the 12 months prior to the claim.

Notwithstanding the monetary limitation contained in this paragraph above, in the event a claim or action is brought against the State in which infringement, violation of Contractor's obligations under the Business Associate Agreement, and/or any third party claims for bodily injury, death, or damage to real or tangible personal property to the extent caused by the Contractor's negligence or willful misconduct are alleged, the Contractor, at its own expense, shall defend, indemnify and hold

Contractor Initials SD
Date 11/20/20

harmless the State against all such claims or actions for any expenses, costs or damages, including legal fees and expenses, incurred by the State in connection with such claims or actions.

6. 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 or State Department or Agency.

7. 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.

Contractor Initials SD
Date 11/20/20

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Microsoft/Office 365/Azure Cloud Solutions Professional Services in complete compliance with the terms and conditions of this Agreement and any future RFQ/SOW awarded to the Contractor. The Contractor acknowledges and agrees that this is a not-to-exceed Agreement with an aggregate price limitation of $10,000,000.00 for all future SOW. This price limitation is applicable to multiple vendors, and no funds will be paid to the Contractor once the price limitation is reached. This price limitation is not considered a guaranteed or minimum figure; however it shall be considered a maximum figure for all future SOW from the Effective Date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Contractor shall provide the services at the not-to-exceed hourly rate set in the Table below. This pricing for hourly staff or Project staffing shall be effective for the term of this Contract, any extensions thereof and the Statement of Work.

POSITION	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
PROJECT MANAGER	$175.00	$175.00	$175.00
M365&CS BUSINESS ANALYST	$175.00	$175.00	$175.00
MICROSOFT/OFFICE 365 GLOBAL ADMINISTRATOR	$175.00	$175.00	$175.00
COMPLIANCE ADMINISTRATOR	$175.00	$175.00	$175.00
EXCHANGE ADMINISTRATOR	$175.00	$175.00	$175.00
GROUPS ADMINISTRATOR	$175.00	$175.00	$175.00
SHAREPOINT ADMINISTRATOR	$175.00	$175.00	$175.00
DYNAMICS 365 ADMIN ISTRATOR	$175.00	$175.00	$175.00
TEAMS ADMINISTRATOR	$175.00	$175.00	$175.00
ADDITIONAL SUPPORT ROLES	$175.00	$175.00	$175.00
MICROSOFT TECHNICAL ARCHITECT	$175.00	$175.00	$175.00
SHAREPOINT ONLINE INFORMATION ARCHITECT	$175.00	$175.00	$175.00
MICROSOFT LEAD PLATFORM DEVELOPERS	$175.00	$175.00	$175.00

Contractor Initials SD
Date 11/20/20

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a RFQ/SOW describing the services required and the applicable technical qualifications. The quoted hourly rates shall not exceed the rates established under this Contract. The RFQ/SOW shall be issued to all contractors under this Contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

The State reserves the right to either seek additional discounts from Contractor or to contract separately for a single purchase, if in the judgment of the State, a project required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit C Section 2, whether or not such a savings actually occurs.

4. 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. Each RFQ/SOW may contain more detailed invoicing requirements.

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

5. PAYMENT

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

Contractor Initials SD
Date 11/20/20

EXHIBIT D

RFP #2312-21 is incorporated here within.

Contractor Initials SD
Date 11/20/20

EXHIBIT E

M365&CS PROFESSIONAL SERVICES
AGENCY SCOPE OF WORK REQUEST
DEPARTMENT OF ADMINISTRATIVE SERVICES

Purpose: To request a proposal from prequalified M365&CS Professional Services contractors for a specific Scope of Work. All Statements of Work shall adhere to this worksheet. All the terms and conditions within the M365&CS Professional Services Contract #2020-XXX are applicable to this scope of work.

M365&CS Professional Services	
INFORMATION	
Date: MM/DD/YYYY	**Proposal Due Date:** MM/DD/YYYY
Project Name:	
Agency Supported:	**Submitter:** <Name> <Title> <Contact Information>
Mandatory Expertise or Contractor Qualifications: • Text	

Key Staff Required with Subject Matter Expertise:
• Staff assigned to the following roles shall have knowledge of (X) Programs and experience with (X) requirements
  o Staff Title – Text
  o Staff Title – Text	

Sample Work plan and Methodology Required?	**Key Contractor Staff Resumes Required?**
Compliance Requirements:	

STATEMENT OF WORK
Project Overview: Describe how the work will meet statutory/regulatory/business requirements for the Agency that is associated with the project.

Contractor Initials SD
Date 11/20/20

Background and Current Processes:
Assumptions/Risk Mitigation Plan:

PROJECT DELIVERABLES AND MILESTONES
Deliverables:
Milestones:

INTERFACE REQUIREMENTS
Interfaces Required?
Assumptions/Risk Mitigation Plan

STATE TEAM
SOW Project Manager <Name> <Title> <Contact Information>
Key Team Members <Role> <Name> <Title> <Contact Information> <Role> <Name> <Title> <Contact Information>

Contractor Initials SD
Date 11/20/20

Evaluation Criteria (for SOW awards)

All awards for the SOW will be based on the following criteria. (The agency will select award criteria and point allocations.)

For example purposes only:

1) Ability to meet "Mandatory Expertise or Contractor Qualifications" – 30 Points
2) Ability to meet "Key Staff Required with Subject Matter Expertise" – 20 Points
3) Optional interviews as deemed necessary by the State – 20 Points
4) Total cost – 30 Points

Note: Points must total 100.

Contractor Initials SD
Date 11/20/20

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOFTCHOICE CORPORATION is a New York Profit Corporation registered to transact business in New Hampshire on December 15, 2020. 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: **858187**
Certificate Number: **0005057625**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of December A.D. 2020.

William M. Gardner
Secretary of State

OFFICERS' CERTIFICATE

TO: State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

DATED: November 20, 2020

The undersigned, Habeeb Syed, Vice President Legal, General Counsel, and Corporate Secretary of Softchoice Corporation (the "**Corporation**") a New York corporation, certify, without personal liability, that as of the date of this certificate, that Sean Denomey, Senior Vice President Services, is an officer of the Corporation and authorized to bind the Corporation.

Name: Habeeb Syed
Title: Corporate Secretary

Officer's certificate

Final Audit Report 2020-12-01

Created:	2020-12-01
By:	Danielle Ryterband (danielle.ryterband@softchoice.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAil8DUfrhrAN9dBA0g6echNbpewFcjNxC

"Officer's certificate" History

Document created by Danielle Ryterband (danielle.ryterband@softchoice.com)
2020-12-01 - 1:25:59 AM GMT- IP address: 174.95.177.222

Document emailed to Habeeb Syed (habeeb.syed@softchoice.com) for signature
2020-12-01 - 1:26:22 AM GMT

Email viewed by Habeeb Syed (habeeb.syed@softchoice.com)
2020-12-01 - 1:27:59 AM GMT- IP address: 99.225.0.78

Document e-signed by Habeeb Syed (habeeb.syed@softchoice.com)
Signature Date: 2020-12-01 - 1:28:05 AM GMT - Time Source: server- IP address: 99.225.0.78

Agreement completed.
2020-12-01 - 1:28:05 AM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2020

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

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

PRODUCER
HUB International Midwest Limited
55 East Jackson Boulevard
Chicago IL 60604

CONTACT NAME: CSU Chicago Midwest
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: CSUChicago@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire (Hartford)	29459
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Softchoice Corporation
415 1st Avenue North, Suite 300
Seattle WA 98109-4765

SOFTCOR-03

COVERAGES CERTIFICATE NUMBER: 777204977 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WEAD1J24	6/4/2020	6/4/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate is issued as evidence of insurance.

CERTIFICATE HOLDER

State of New Hampshire
Attn: Paul A. Rhodes
Administrative Services, Bureau of Purchase and Pr
25 Capitol Street, Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Neil R. Hughes

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE YYYY/MM/DD
2020/10/16

BROKER

HUB

HUB International HKMB Limited
595 Bay Street, Ste 900
Toronto, ON M5G 2E3
PHONE: 416-597-0008 FAX: 416-597-2313

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Company A	Liberty Mutual Insurance Company
Company B	
Company C	
Company D	
Company E	

INSURED'S FULL NAME AND MAILING ADDRESS
Softchoice LP
173 Dufferin Street, Suite 200
Toronto, ON M6K 2H7
Canada

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☒ PRODUCTS AND/OR COMPLETED OPERATIONS ☒ PERSONAL INJURY ☒ EMPLOYER'S LIABILITY ☒ TENANT'S LEGAL LIABILITY ☒ NON-OWNED AUTOMOBILE ☒ HIRED AUTOMOBILE	A	PKGTOAB14ZT20 ALL LIMITS IN USD	2020/08/04	2021/08/04	EACH OCCURRENCE	$ 2,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGGREGATE	$ 2,000,000
					PERSONAL INJURY	$ 2,000,000
					EMPLOYER'S LIABILITY	$ 2,000,000
					TENANT'S LEGAL LIABILITY	$ 2,000,000
					NON-OWNED AUTOMOBILE	$ 2,000,000
					HIRED AUTOMOBILE	$ 50,000
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOMOBILES ☐ LEASED AUTOMOBILES ** ☐ GARAGE LIABILITY ☐ ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE					BODILY INJURY PROPERTY DAMAGE COMBINED	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM					EACH OCCURRENCE	$
					AGGREGATE	$
OTHER (SPECIFY) Property All Risk Broad Form Property of Every Description including Contents/Stock/Equipment/Tenants Improvements & Betterments	A	PKGTOAB14ZT20 All limits are in USD.	2020/08/04	2021/08/04	POED-All Cdn Locs	$ 10,407,499
					EDP Equipment-All Cdn Locs	$ 9,008,806
					Laptop Computers-All Cdn Locs	$ 1,505,625
					Bus.Interruption& Extra Exp.	$ 2,100,000
					Mobile Communication Prop.	$ 200,000

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

CERTIFICATE HOLDER

State of New Hampshire, Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Room 102
Concord, NH 03301

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 0 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Per: M. Zuke

C8P2BTUU

CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE YYYY/MM/DD
2021/01/07

BROKER

HUB

HUB International HKMB Limited
595 Bay Street, Ste 900
Toronto, ON M5G 2E3
PHONE: 416-597-0008 FAX: 416-597-2313

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Toronto, ON M6K 2H7
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Per: M. Zuke

3CW9KCGJ