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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

April 12, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a contract, in the form of an Eligible Entity Agreement, with Dell Marketing L.P., (VC#177823), Round Rock, TX, in the amount up to and not to exceed \$30,000,000 for State of New Hampshire participation in the ITS75 Multistate Software and Services Contract effective upon Governor and Council approval through June 30, 2026.

Funding shall be provided through individual agency expenditures, under the direction of the Department of Information Technology (DoIT), none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The purpose of this item is to obtain authority to participate in the ITS75 Multistate Software and Services Contract with Dell Marketing L.P. This multi-state contract is for software and related services including installation, implementation, customization, training, support, and maintenance. This contract features vendors as software resellers, software publishers, and software implementation services providers. Types of software available include commercial off the shelf (COTS) software, software as a service ("SaaS"), platform as a service ("PaaS"), and infrastructure as a service ("IaaS"). Software reseller pricing (Categories 1 & 2) is based on the invoice paid by the software reseller to the software publisher, with a percentage markup or markdown. Pricing for software publishers (Category 3) and implementation services providers (Category 4) is based on a percentage discount from the vendor's enterprise price list and/or a rate card for hourly rates.

This software contract covers many State of New Hampshire required computer software packages available on the market; discounts from multiple software resellers, and competitive pricing made possible by multi-state buying power. Bids will be open to all eligible resellers. Buyers may negotiate additional discounts.

The addition of this contract allows the State to maintain competitive advantage on pricing against a wide array of software throughout the term. This contract upon approval by Governor and Executive Council will add a fourth contract for software solutions. Evaluation of the ITS75 Contract by DoIT and

DAS identified additional savings benefits through leveraging purchasing volumes of multiple states. Further controls are established to ensure the best outcome for the State by executing request for quotes (RFQ) for each engagement. When an agency need arises for these products or services, that agency with the guidance of the DoIT and the DAS will issue a RFQ to each of the State's five contract partners; awarding to the lowest cost qualified quote.

Outlined below is a summation of the four active contract providers and calendar year 2022 State expenditures. The addition of a Dell contract will add a fifth option for pricing the State's software and IT service needs.

IT Contract Spend 2022					
			P-Card	NHFIRST	Total
Software	SHI	8002720	\$ 300,185.83	\$ 12,388,609.31	\$ 12,688,795.14
Software	CDW	8002727	\$ 58,864.89	\$ 1,900,179.87	\$ 1,959,044.76
Software	Zones	8002728	\$ 5,347.55	\$ 7,425,354.72	\$ 7,430,702.27
Service	CAI	8003002	None	\$ 5,948,985.55	\$ 5,948,985.55
Total Spend					\$ 28,027,527.72
Projected term (3-Year)					\$ 84,082,583.16
Recommended price limitation					\$ 30,000,000.00

The states of Connecticut, Maine, Rhode Island, and Vermont have utilized the contract established by the Commonwealth of Massachusetts since February 2, 2021. Recent research received from the using states indicate an approximate savings of 3% on Microsoft purchases. The State projected spend for Microsoft products is approximately \$6 million annually which represents an approximate annual savings of \$180,000.

Based on the foregoing, I am respectfully recommending approval of the contract, in the form of an Eligible Entity Agreement, with Dell Marketing L.P.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



**The State of New Hampshire
ITS75 Multistate Software and Services Contract
Eligible Entity Agreement**

This **Eligible Entity Agreement** (the "Agreement") is entered into between **Dell Marketing, L.P.** ("Dell" or "Contractor") and the State of New Hampshire (SoNH) (together the "Parties") as of the date of last signature below ("Effective Date") for the purpose of establishing supplemental terms for purchase of software and related services, including installation, implementation, customization, training, support and maintenance, under the Commonwealth of Massachusetts ITS75 Multistate Software and Services contract (hereinafter referred to as the "ITS75 Software and Services Contract"). Unless defined otherwise herein, defined terms shall have the meanings assigned to them in the ITS75 Software and Services Contract.

WHEREAS, the Commonwealth of Massachusetts (the "Commonwealth") (as the lead state in a multi-state bid with four other states (Connecticut, Maine, Rhode Island and Vermont, "Participating States", with Massachusetts as the Lead State) issued a Request for Response (RFR) ITS75 for the acquisition of software and related services, including installation, implementation, configuration, pre-sales assistance, customization, training, support and maintenance, and competitively bid the ITS75 Software and Services Contract to create the successor Contract to ITS58 Statewide Software Reseller contract; and

WHEREAS, Dell provided a response to RFR ITS75, dated September 29, 2020, the Commonwealth issued an award to Dell for the Commonwealth of Massachusetts' ITS75 Software and Services Contract and Dell entered into an ITS75 Software and Services Contract (Dell Contract Code #C000000898515) with the Commonwealth of Massachusetts effective June 25, 2021 (hereinafter referred to as the "ITS75 Software Reseller Contract"); and

WHEREAS, the ITS75 Software Reseller Contract covers the acquisition of Commercial Off the Shelf Software (COTS), Software as a Service ("SaaS"), Platform as a Service ("PaaS"), and Infrastructure as a Service ("IaaS") (collectively "Cloud Services"), software related services such as training, pre-sales assistance, documentation, installation, configuration, customization, and volume license agreement administration (hereinafter collectively referred to as "Software"). In addition, Software packaged with hardware as an appliance may be provided, but only with the written approval of the State Contract Manager for each State on a case-by-case basis; and

WHEREAS, the ITS75 Software Reseller Contract expressly provides that it may be used by other states, non-profit organizations that are doing business with the Commonwealth, and other entities designated in writing by the State Purchasing Agent as an Eligible Entity; and

WHEREAS, SoNH and Dell desire to enter into an agreement concerning SoNH's purchase of Software under the ITS75 Software Reseller Contract.

THEREFORE, the parties agree as follows:

1. **Scope.** SoNH and Dell agree that SoNH may procure Software from Dell under the ITS75 Software Reseller Contract in accordance with the terms and conditions set forth herein.

2. **Contract Terms.** The Parties agree that the following provisions shall apply to any action, purchase or purchase order for Software issued by the State of New Hampshire to Dell. In the event of any conflict between these provisions, they shall be resolved in the order of precedence set forth below.
 - a. The terms and conditions set forth in the main body of this Agreement and Exhibit 1;
 - b. The ITS75 Software Reseller Contract. The ITS75 Software Reseller Contract consists of (1) the Commonwealth's Standard Terms and Conditions for Information Technology Contracts and the Commonwealth's Standard Contract Form including the Standard Contract Form Instructions and Contractor Certifications; (2) the Commonwealth's RFRITS75 ("RFR") including its attachments and exhibits; and (3) Dell's response thereto, including the negotiated clarifications.
3. **Term.** This Agreement commences on the Effective Date and shall continue until June 30, 2026. There shall be no renewals.
4. **Payment.** Payment terms are net forty-five (45) days from date of invoice, consistent with the ITS75 Software Reseller Contract.
5. **Reseller Responsibilities.** Both parties agree that liability related to the performance of Third Party Software sold by Dell hereunder shall be governed by the software publisher's license and/or support agreement with the entity purchasing such Software. SoNH (i) agrees that Dell is merely a reseller of Third Party Software and (ii) Customer will look solely to the software publisher for any Software issues. Customer's obligation to pay Dell for Third Party Software purchases is independent of the obligations between the Customer and the software publisher.
6. Dell's services include the resale of third party software and related services.
7. **Export Control Requirements.** SoNH's purchase of Software and/or software related services from Dell and access to related technology (collectively, the "Materials") are for its own use, not for resale, export, re-export, or transfer. SoNH is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except with prior written authorization by Dell and in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. SoNH represents and warrants that it is not the subject or target of, and that SoNH is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.
8. The Parties acknowledge that this Agreement is subject to SoNH's terms and conditions attached hereto as Exhibit 1 Addendum and incorporated herein.

9. This Eligible Entity Agreement and the ITS75 Software Reseller Contract (including amendments and attachments thereto) constitute the entire agreement between the Parties concerning the subject matter of this Eligible Entity Agreement and replaces any prior oral or written communications between the Parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Eligible Entity Agreement may be modified only by a written document executed by the Parties hereto.

IN WITNESS WHEREOF, this Eligible Entity Agreement has been duly executed by authorized representatives of the Parties.

DELL MARKETING L.P.

By: *Katherine Castillo*
Name: Katherine Castillo
Title: Paralegal Advisor
Date: Feb 17, 2023

STATE OF NEW HAMPSHIRE

By: *Charles Arlinghaus*
Name: Charles Arlinghaus
Title: Commissioner
Date: 4-3-27

EXHIBIT 1

**ADDENDUM TO THE ELIGIBLE ENTITY AGREEMENT
BETWEEN THE STATE OF NEW HAMPSHIRE AND CONTRACTOR**

INTRODUCTION. This Addendum is hereby part of the Eligible Entity Agreement between the State of New Hampshire ("SoNH"), and Contractor ("Contractor").

1. **RELEASE OF DOCUMENTS.** This Agreement and all of its attachments shall become governmental records upon execution that may be subject to public disclosure in accordance with RSA 91-A, New Hampshire's "Right-to Know" law and applicable New Hampshire law. Any information that is private, confidential or proprietary must be clearly identified to the SoNH and agreed to in writing prior to signing the agreement.
2. **COMPENSATION AND METHOD OF PAYMENT.** Payment under this Agreement is contingent upon the availability of funds appropriated to the SoNH. The SoNH shall not be liable for payments under this Agreement except from such funds. In the event any portion of those funds become unavailable for these purposes, the SoNH may, at its option, cancel this agreement effective immediately and without penalty, and without recourse by the Contractor. SoNH will not issue a purchase order unless funds are appropriated. During the term of the Agreement, the Contractor agrees to maintain books, invoicing records, documents and other data evidencing invoices submitted by the Contractor in the performance of the Agreement.
3. **STATUS.** The Contractor agrees to serve as an independent contractor to the SoNH. Neither this Agreement nor any other work Contractor performs for the SoNH shall entitle Contractor or its employees to receive fringe benefits such as annual leave, sick leave, administrative leave, health insurance, dental insurance, or retirement contributions. Nothing in this Agreement shall be construed to grant Contractor or its employees any rights as a regular, probationary or temporary employee in the classified service of the SoNH.
4. **PROFESSIONAL CONDUCT.** At all times while working pursuant to this Agreement, the Contractor shall act in a manner that upholds the dignity and integrity of the SoNH. The Contractor shall observe standards of fidelity and diligence appropriate to work for the SoNH.
5. **EVENT OF DEFAULT/REMEDIES.** Any one of the following acts or omissions by the Contractor shall constitute an event of default hereunder:
 - a. Failure to deliver the product ordered per the agreed to schedule; or
 - b. Failure to perform any other covenant, term, or condition of this Agreement.

In the event of a default, the SoNH may take any or all of the following actions:

- a. Provide the Contractor with a written notice specifying the event of default and requiring it to be remedied within 30 days of receipt of notice and if the event of default is not remedied within the prescribed period, terminate this Agreement effective two (2) days after the Contractor has failed to timely remedy the alleged default within the reasonable period provided;

Dell Marketing L.P. ("Dell")

One Dell Way

Round Rock, Texas 78682

Legal Notices: Dell_Legal_Notices@Dell.com

- b. Treat the Agreement as breached and pursue any of its remedies at law, or in equity, or both.

6. **WAIVER OF BREACH.** No failure by the SoNH 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 SoNH to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
7. **INSURANCE.** Contractor shall, at its sole expense, obtain and maintain in force, comprehensive general liability coverage 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 in aggregate. Contractor will make commercially reasonable efforts to ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain.
8. **CONFIDENTIALITY.** Contractor hereby agrees to keep confidential any and all SoNH data acquired or provided access to during the course of performance under 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. Disclosure of any SoNH data requires prior written approval by the SoNH. This paragraph shall survive the termination of the Agreement.
9. **WORKERS' COMPENSATION.** 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"). 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 the Agreement. The SoNH 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 the Agreement.
10. **MODIFICATION.** This Agreement constitutes the final Agreement between Contractor and the SoNH, and it shall not be modified in any respect without prior written approval of both parties. Should this contract meet the requirements for State of New Hampshire Governor & Council (G&C) approval, all contract and contract amendments will require G&C approval.

11. 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.
12. ASSIGNABILITY/SUBCONTRACTS. The Contractor shall neither assign nor transfer any interest in this Agreement without the prior written approval of the SoNH.
13. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees, against any and all claims, liabilities and costs for personal injury, property damage, or infringement of intellectual property rights, (each, an "Unlimited Claim"), and all claims, liabilities and costs, in connection with a security or data breach, or unauthorized disclosure of data, (each, a "Data Breach"), and other claims, liabilities and costs, which arise out of Contractor's performance of this Agreement. After prompt notification by the State, the Contractor shall have an opportunity to participate in the defense of claims and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. The Contractor (including its agents, officers, employees or subcontractors) shall at no time be considered an agent or representative of the State. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

The Parties agree that the aforementioned indemnification is subject to the clarification as stated in the ITS75 Software Reseller Contract.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the SONH and/or the State of New Hampshire.

14. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer such a benefit.
15. GOVERNING LAW. The laws of the State of New Hampshire shall govern the validity, construction, interpretation, and effect of this Agreement. Any disputes arising under or related to this Agreement shall be brought exclusively in the Merrimack County Superior Court in New Hampshire.
16. CERTIFICATION. The undersigned certifies, to the best of (HIS OR HER) knowledge and belief, that:
 - 16.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

- 16.2 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.
- 16.3 If this Addendum is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issued to implement these regulations. If the State or the United States reasonably believes the Contractor is in violation of these laws, rules, and/or regulations, they will contact the Contractor to discuss the matter and determine whether reasonable access to the Contractor's books, records and accounts is required for the purpose of ascertaining compliance with Equal Employment opportunity laws and regulations. Such access shall be set forth in a separate agreement between the Contractor and the State and/or the United States including terms on non-disclosure, confidentiality and reasonable scope.

End of EXHIBIT 1

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 DELL MARKETING L.P. a Texas Limited Partnership formed to do business in New Hampshire as DELL MARKETING LIMITED PARTNERSHIP on May 15, 1997. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 268967

Certificate Number: 0006136967



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan
Secretary of State



CERTIFICATE OF AUTHORITY

This is to certify that the below named individuals, employees of Dell Marketing, L.P. are authorized to execute agreements, proposal documents, certificates and representations on behalf of and in the name of Dell Marketing, L.P. or any other Dell entity in accordance with Dell's Global Proposals, Contracts, and Compliance (GPCC) Signature Policy for Contracts, Proposals & Services Statements of Work (SOW) signature policy.

Name	Title
Katherine Castillo	Advisor, Paralegal
Ana Pitti	Senior Analyst, Paralegal

Witness my hand on the following day:

Scott Erlich
Managing Director, Dell Legal

3/31/2023

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2023

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 MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 Attn: SanFrancisco.Certs@marsh.com / FAX 212-948-0398 FR	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Dell Technologies Inc. and all Subsidiaries One Dell Way - RR1-50 Round Rock, TX 78682	INSURER A : National Union Fire Ins Co Pittsburgh PA		19445
	INSURER B : AIU Insurance Co		19399
	INSURER C : Lloyd's of London-Syndicate 2623/623 at Lloyd's		15792
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** SEA-003905046-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6547039	03/01/2023	03/01/2024	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
A	AUTOMOBILE LIABILITY			6890179 (AOS)	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6890178 (MA)	03/01/2023	03/01/2024	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			34543547	03/01/2023	03/01/2024	EACH OCCURRENCE	\$ 20,000,000
							AGGREGATE	\$ 20,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC015824825 (AOS)	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WC015824826 (CA)	03/01/2023	03/01/2024	E.L. EACH ACCIDENT	\$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015824827 (WI)	03/01/2023	03/01/2024	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional/E&O/ Technology Errors & Omissions			B0509FINPT2250008 SIR: \$20,000,000	06/01/2022	06/01/2023	Each Claim/Aggregate (Claims Made)	15,000,000

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

CERTIFICATE HOLDER State of New Hampshire, Dept of Administrative Services State House Annex RM 102 25 Capitol Street 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 <i>Marsh Risk & Insurance Services</i>



Contract User Guide for ITS75

OPERATIONAL SERVICES DIVISION

ITS75: Software and Services

UPDATED: February 7, 2023

Contract #:	ITS75
MMARS MA #:	ITS75*
Initial Contract Term:	February 2, 2021 – June 30, 2026
Maximum End Date:	June 30, 2026
Current Contract Term:	February 2, 2021 – June 30, 2026
Contract Manager:	Marge MacEvitt, (617) 720-3121, marge.macevitt@mass.gov
This Contract Contains:	MBE/MWBE/WBE, Service-Disabled Veteran-Owned Business
UNSPSC Codes:	43-23-00 Software 81-11-22 Software, Maintenance & Support 81-11-00 Computer Services
Notes:	Additional vendors will be added as their contract paperwork is finalized. *The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

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TIP: To return to the first page throughout this document, use the CTL + Home command.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on mass.gov/osd.

Updated: February 7, 2023

Template version: 8.0

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One Ashburton Place, Suite 1017 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | www.mass.gov/osd | TDD: (617) 727 - 2716 | Twitter: @Mass_OSD | Fax: (617) 727 - 4527



Contract Summary

This is a multi-state Statewide Contract for software and related services, including installation, implementation, customization, training, support, and maintenance. This contract includes vendors that are Software Resellers, Software Publishers, and Software Implementation Services Providers. Types of software available include Commercial Off the Shelf (COTS) Software, Software as a Service ("SaaS"), Platform as a Service ("PaaS"), and Infrastructure as a Service ("IaaS").

Major differences between ITS75 and the predecessor contract ITS58 include:

- Seven large Software Resellers representing multiple software publishers rather than five vendors
- Direct contracts with select Software Publishers
- Niche Software Resellers specializing in a specific product or defined market segment
- Provisions for PaaS and IaaS (SaaS was already present under ITS58)
- Vendors in all Categories may provide installation, implementation, customization, training, support, and maintenance services using their own staff.

Software Reseller pricing (Categories 1 & 2) is based on the invoice paid by the Software Reseller to the Software Publisher, with a percentage markup or markdown. Pricing for Software Publishers (Category 3) and Implementation Services Providers (Category 4) is based on a percentage discount from the vendor's Enterprise Price-List and/or a Rate Card for hourly rates.

Buyers may negotiate additional discounts.

Contract Categories

This contract includes four categories as listed below.

- Category 1: Software Resellers
- Category 2: Niche Software Resellers
- Category 3: Software Publishers
- Category 4: Software implementation Services Providers

Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth's buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

- Covers nearly all software available on the market
- Software resellers, publishers, and implementation services under one Statewide Contract
- Competitive pricing made possible by multi-state buying power
- Prompt payment discounts from several vendors

Find Bid/Contract Documents

- To find all contract-specific documents, including the Contract User Guide, RFR, specifications, price sheets and other attachments, visit COMMBUYS.com and search for ITS75 to find related Master Blanket Purchase Order (MBPO) information.

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on mass.gov/osd.

Updated: February 7, 2023

Template version: 8.0

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One Ashburton Place, Suite 1017 Boston, MA, 02108-1552

Tel: (617) 720 - 3300 | www.mass.gov/osd | TDD: (617) 727 - 2716 | Twitter: @Mass_OSD | Fax: (617) 727 - 4527



OPERATIONAL SERVICES DIVISION

- To link directly to the MBPO for ITS75 visit [Master Blanket Purchase Order \(MBPO\) PO-21-1080-OSD03-SRC01-21250](#)
- To find vendor-specific documents, including price sheets, see links to individual vendor MBPOs on the [Vendor Information](#) page.

Who Can Use This Contract

Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

Eligible Entities

Please see the standard list of Eligible Entities on our [Eligible Entities Which May Use Statewide Contracts](#) webpage. In addition, the states of Connecticut, Maine, Rhode Island, and Vermont participated in this procurement and are eligible users.

When selecting vendor(s) without soliciting quotes or a statement of work, Executive Departments should follow below guidance:

When selecting contractors and placing orders, Executive departments shall utilize diverse and small businesses to the extent possible based on contract terms, SDO and departmental policies, laws, and regulations. Additionally, departments shall make a preference for contractors with higher SDP commitments and/or performance whenever such information is available (or is requested from contractors by the department) and the preference is feasible.

OSD provides up-to-date information on the availability of diverse and small businesses on statewide contracts through the [Statewide Contract Index](#) available on the COMMBUYS home page. See the "Programs (SDO and SBPP)" tab for current certification and small business status of contractors on this contract.

When selecting vendor(s) from multiple quotes and statement of work, Executive Departments should follow below guidance:

Requirements of the Small Business Purchasing Program for Small Procurements (expected annual value of \$250,000 or less) or the Supplier Diversity Program for Large Procurements (expected annual value exceeding \$250,000) apply to Executive Departments soliciting quotes or issuing statements of work.

Small Business Award Preference: In accordance with the Supplier Diversity Office's SBPP Policy, Departments must award contracts for Small Procurements to SBPP-participating small business bidders if both of the following conditions are met:

- The response is received from an eligible small business; AND
- The response meets the Department's best value criteria as defined in the RFR or RFQ.

SDP Commitment: Businesses awarded large Commonwealth contracts for goods and services (also called prime contractors or prime vendors) are required to make measurable financial commitments to do business with one or more diverse businesses (often called SDP Partners). This business-to-business relationship requirement applies to all Large Procurements for goods and services, which were historically defined as those expected to exceed \$150,000 in total spending. Effective July 1, 2021, Large Procurements will be defined as those expected to exceed \$250,000 in annual spending.

Executive departments should take into consideration contracted vendors SDP commitments when evaluating responses. Specifically, the following fields of the new SDP Plan Form correspond to the goals stated above:

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Type of information collected from bidders	Possible use of the information by the SST
SDP focus statement	Assess the bidder's level of integration of supplier diversity into company operations.
SDP policy link or attachment (if any)	
Additional creative initiatives (if any)	
SDP commitment – subcontracting	Evaluate the bidder's SDP commitment.
SDP commitment – ancillary	
SDP commitment – total	
List of proposed partners	Assess the likelihood of the bidder meeting their SDP commitment.
Company prior year spending with the list of partners (if available)	
Company average gross annual revenue	If deemed necessary by the Agency or Statewide Contract Strategic Sourcing Team (SST) and included in the evaluation criteria, consider the bidder's company size during the evaluation of the ancillary SDP commitments and total prior year spending.

Key Evaluation Requirements

The following key requirements apply to the evaluation of submitted SDP Plans:

- At least 25% of the available evaluation score must be dedicated to the evaluation of the bidder's SDP Commitment.
- The majority of the SDP evaluation score should be dedicated to the bidder's SDP commitment.
- bidders offering more value in their SDP Plan submissions must receive higher scores.

Other Requirements:

Expected annual value of the RFQ	RFQ process requirements
Less than or equal to \$250,000/year	<ul style="list-style-type: none"> • Notify at least two small businesses capable of providing the product or service of the opportunity, if available. • Include SBPP contract language and place it prominently within the RFQ. <u>See SDO Template Language.</u> • Evaluate bids received from, and award a contract to, an SBPP-participating small business that meets the department's best value criteria. • Award to a large business only if there is no SBPP participating business meeting departments' best value criteria. • Conduct a clarification/BAFO/negotiation before disqualifying an SBPP-participating business based on price or desirable criteria. • See the <u>Best Value Evaluation of Responses to Small Procurements: A Guide for Strategic Sourcing Teams</u> for additional guidance.

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<p>More than \$250,000/year</p>	<ul style="list-style-type: none">• Notify at least two diverse and/or small businesses capable of providing the product or service of the opportunity, if available.• Make a preference for contractors with higher SDP commitments and/or performance whenever such information is available (or is requested from contractors by the department) and the preference is feasible.• See the <u>Best Value Evaluation of SDP Plan Forms: A Guide for Strategic Sourcing Teams</u> for additional guidance. <p>Note: Departments may ask the prime Contractor for an additional SDP commitment specifically related to the Department's purchase or engagement. SDP spending for such a purchase or engagement must be reported by the Contractor using the SDP Reporting Form directly to the Department and may not be included in any other SDP reporting filed by the Contractor.</p>
---------------------------------	---

OSD provides up-to-date information on the availability of diverse and small businesses on statewide contracts through the Statewide Contract Index available on the COMMBUYS home page. See the "Programs (SDO and SBPP)" tab for current certification and small business status of contractors on this contract.

Pricing, Quote and Purchase Options

Purchase Options

The purchase options identified below are the only acceptable options that may be used on this contract:

- Licenses will be acquired by outright purchase, subscription, lease purchase or term lease. Lease purchase and term lease are allowable only for Eligible Entities whose rules and regulations permit leasing of software. Term leases (where the Eligible Entity must return the software at the end of the lease) are permitted only in conjunction with term leases of hardware, where the leased software runs on the leased hardware. For leases, the Eligible Entity will be responsible for obtaining financing via a third-party leasing company in accordance with the procurement laws and regulations governing the Eligible Entity. The third-party leasing company will pay the ITS75 vendor.
- This is a fee for service contract

Executive Departments and other Commonwealth network users must request approval from EOTSS to use ITS75 for specific purchases:

1. on-premises software: no approval required
2. software as a service (SaaS) and related services: no approval required, provided that all purchases comply with the following guidance: See "ITS75 Purchasing Guidelines"
3. infrastructure-as-a-service (IaaS), platform as a service (PaaS), and related services: EOTSS' approval is required. Prior to issuing an RFQ, submit a description of the intended purchase including the specifications, functionality, number of users, and anticipated costs to EOTSS via eotss-its75requests@mass.gov.

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Pricing Options

- **Ceiling/Not-to-Exceed:** Contract discounts and other pricing published under the contract represents “ceiling” or “not-to-exceed” pricing, and may be further negotiated.
- **Percentage markup or markdown of the price paid by the Software Reseller:** Contract pricing for vendors in Category 1: Software Resellers and Category 2: Niche Software Resellers is a specified discount off or markup of the price the Reseller pays the software publisher or provider. This includes software implementation services provided by a Publisher and sold by the Reseller. Because the cost to the Software Reseller may vary depending on agreements with the Software Publisher, the lowest markup shown in the pricing sheets will not necessarily result in the best price. For this reason, contract Users should always seek quotes from multiple Resellers.
- **Discount off the Vendor Enterprise Price List:** Contract pricing for vendors in Category 3: Software Publishers is a specified discount off the vendor Enterprise Price List.
- **Hourly rates for services:** Vendors in all categories may provide software implementation services using their own staff based upon the rate cards published in the vendor pricing sheets.

Product/Service Pricing and Finding Vendor Price Files

Actual product pricing is not shown in the vendor price files. Particularly with respect to Category 1: Software Resellers, there are thousands of products, all subject to price changes from the Software Publishers. ITS75 Resellers are NOT limited to reselling the products shown in their price files or on their websites - if the product of interest to you does not appear on the website, ask the Software Reseller for a quote. Because of the large number of available products, some Software Resellers limit those listed on their websites to the most popular products. Also, even if a Reseller is not currently able to resell the product you wish to obtain, generally they can establish a relationship with the Software Publisher and add it to those they can resell.

Setting Up a COMMBUYS Account

COMMBUYS is the Commonwealth’s electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or OSDhelpdesk@mass.gov.

When contacting a vendor on statewide contract, always reference ITS75 to receive contract pricing.

Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate items described on the MBPO or within the vendor catalog line items. Select Contract/Blanket or Catalog from the drop-down menu.

How To Purchase From The Contract

- **Solicit quotes and select and purchase quoted item in COMMBUYS**
This COMMBUYS functionality provides a mechanism to easily obtain quotes, as specified by the Contract. The buyer would create a Release Requisition, and then convert it to a Bid. After approval by the buyer approving officer, the bid is then sent to selected vendors to request quotes. Buyers must include “ITS75 RFQ” when entering information in the Description field.

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For a description of how to complete this purchase in COMMBUYS, visit the [Job Aids for Buyers](#) webpage, and select:

➤ The *COMMBUYS Purchase Orders* section, and choose the *How to Create a Solicitation Enabled Bid Using a Release Requisition* job aid or one of the quick reference guides.

- **Directly purchase a non-fixed price item (\$0 line item) through COMMBUYS**

This may be done if you do not need to solicit a quote, for example, if the Reseller has automatically sent you a quote for maintenance renewal or if you obtained product pricing from the vendor's ITS75-specific website.

See "Obtaining Quotes" regarding situations where quotes are required.

For a full description of how to complete a requisition in COMMBUYS visit the [Job Aids for Buyers](#) webpage, and select:

➤ The *COMMBUYS Purchase Orders* section and choose the *How to Create a Requisition and Purchase Order (Contract Purchase)* job aid.

- **Establishing a Purchase Order for Partial Payments**

In these cases, enter the PO for the full amount (known or estimated), as per the instructions above, and process partial receipts as you receive billing from the vendor. In such purchase orders insert the following language in the special instructions box of the PO: "This Purchase Order represents the total estimated expenditure for this ITS75 engagement (insert brief description), against which (identify department) will execute partial receipts in COMMBUYS upon receipt and approval of invoices, in order to record the work accomplished according to the agreed upon engagement terms. All estimated expenditures are subject to reconciliation based on invoices rendered for agreed-upon delivery of goods and/or services."

Attach your Purchase Order to the "Attachments" tab of your requisition.

Obtaining Quotes

Contract users should always reference ITS75 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

For a full description of how to complete a quote in COMMBUYS visit the [Job Aids for Buyers](#) webpage, and select:

➤ The *COMMBUYS Purchase Orders* section, and choose *Request Quotes From Vendors on Statewide Contracts* job aid.

Include the following statement on your Purchase Order: "All of the terms and conditions of Statewide Contract ITS75 are incorporated herein and made a part hereof. Conflicting terms, conditions or agreements included in or attached to this form, or accepted via a click-through agreement, shall be considered to be superseded and void." If the Software Publisher has provided any documents that the Eligible Entity must sign or otherwise accept, or if the Eligible Entity and the Software Publisher have negotiated any other written agreement, the Software Publisher must provide these to the Reseller and the Reseller must include them in their Quote.

For orders for a particular brand of software over \$5,000, Eligible Entities must seek quotes from at least three of the seven Software Resellers. Quotes obtained from the websites are acceptable; for items not in the on-line catalog, Eligible

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Entities must request quotes from the Software Resellers. Eligible Entities are not required to accept the lowest quote, but if they do not the reason must be documented in the procurement file.

It is not necessary to wait for quotes to be received from all resellers from whom quotes have been requested. Quote requests posted in COMMBUYS must allow at least four hours to respond but do not have to allow more than four hours.

If a product or service cannot be provided by any of the Resellers and is not available through any of the Category 3 Software Publishers, then the product is considered to be unavailable under Statewide Contract. In that case, you may procure it via whatever method is required based on the scope of the purchase. To determine the procurement method, State Agencies may consult Appendix D of the Best Value Procurement Handbook; other entities must consult their own procurement regulations. Your procurement file must document that you requested quotes from the Software Resellers and include their responses, if any, OR may include instead a letter or email from the Software Publisher explicitly stating that the Software Publisher does not allow any of the Software Resellers on ITS75 to resell their products.

It is not necessary to request multiple quotes for maintenance renewals or for Microsoft software or for products from software publishers in Category 3.

Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor.

Contract Exclusions and Related Statewide Contracts

There are three Statewide Contracts for software with the Software Publishers directly rather than through ITS75: ITS64, Oracle, ITS55 Designated ITD, IBM, and ITS65 Designated ITD, ESRI (Geographic Information Software). ITS60, the Cloud Solutions contract, also offers Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS), and may be included in applicable quote requests.

Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. [ML - 801 CMR 21](#) defines emergency for procurement purposes. Visit the [Emergency Response Supplies, Services and Equipment Contact Information for Statewide Contracts](#) list for emergency services related to this contract.

Shipping/Delivery/Returns

Shipping Charges: None, unless expedited shipping is ordered by the Eligible Entity

Additional Information/FAQs

Other Discounts

- **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the [Vendor List and Information](#) section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

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If the Needed Product Can Not be Found

If a product or service cannot be provided by any of the Resellers or Publishers and is not available through any other Statewide Contract, then the product is considered to be unavailable under Statewide Contract. In that case, you may procure it via whatever method is required based on the scope of the purchase. To determine the procurement method, State Agencies may consult Appendix D of the Best Value Procurement Handbook; other entities must consult their own procurement regulations. Your procurement file must document that you requested quotes from however many Software Resellers and include their responses, if any, OR may include instead a letter or email from the Software Publisher explicitly stating that the Software Publisher does not allow any of the Software Resellers on ITS75 or ITS60 to resell their products.

Performance and Payment Time Frames Which Exceed Contract Duration

All term leases, rentals, maintenance or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than 24 months beyond the current contract term of this Statewide Contract as stated on the first page of this contract user guide. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.



OPERATIONAL SERVICES DIVISION

Contract User Guide for ITS75

Strategic Sourcing Team Members

- Cheryl Asquino, State of Rhode Island
- Bonnie Borch-Rote (inactive), Operational Services Division
- Alison Cahil, Executive Office of Labor and Workforce Development
- Ellen Christy, Executive Office of Housing and Economic Development
- Aimee Cunningham, State of Connecticut
- Deborah Damore, State of Vermont
- Christine Horan, Executive Office of Housing and Economic Development
- Thomas Howker, State of Maine
- Shawn Johnson, Executive Office of Technology Services and Security
- Coleen Kelter (inactive), Operational Services Division
- Tim Kennedy, Operational Services Division
- Ellen Lee, State of Maine (inactive)
- Thomas Lessard, Executive Office of Technology Services and Security (inactive)
- Michael Lombardi, State of Rhode Island
- Ramesh Madhavan, State of Rhode Island
- Rebecca Markson, Executive Office of Energy and Environmental Affairs
- Brendan McCue, Operational Services Division
- Steven Mills, Executive Office of Health and Human Services
- Gregory Mooney, State of Connecticut
- Jesse Moorman, State of Vermont
- Jonathan Nadeau, State of Rhode Island
- Jesse Newberry, Department of Transportation
- Julia O'Leary, Executive Office of Energy and Environmental Affairs
- James Puccio, Division of Professional Licensure
- Elizabeth Rooney, Executive Office of Technology Services and Security
- Anna Shpigel, Operational Services Division
- Margaret Sullivan, Executive Office of Public Safety and Security
- Gail Walsh, State of Rhode Island
- Jennifer Warren, Executive Office of Administration and Finance

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OPERATIONAL SERVICES DIVISION

Contract User Guide for ITS75

Vendor List and Information*

Vendor	Master/Blanket (Purchase Order #)	Contact Person	Phone #	Email	Categories	Discount (PPD, Dock, Deliver, Other)
**Master MBPO (All contract documents)	<u>PO-21-1080-OSD03-SRC01-21250</u>	Marge MacEvitt	617-720-3121	marge.macevitt@mass.gov	1, 2, 3, 4	N/A
***Solicitation Enabled	<u>PO-21-1080-OSD03-SRC3-21389</u>	Marge MacEvitt	617-720-3121	marge.macevitt@mass.gov	1, 2, 3, 4	N/A
Accelare	<u>PO-20-1080-OSD03-SRC01-21139</u>	Brendan McLaughlin	617-899-0963	Brendan.McLaughlin@accelare.com	4	3% - 10 da 2% - 15 da 1% - 20 da
Applications Software Technology Corporation	<u>PO-21-1080-OSD03-SRC3-22342</u>	Daryl Cockerham	540-435-6238	dcockerham@astcorporation.com	4	3% - 10 da 2% - 15 da 1% - 20 da
Applied Geographics	<u>PO-20-1080-OSD03-SRC01-21157</u>	Tom Harrington	617-447-2488	tharrington@appgeo.com	2	N/A
Autocene, Inc	<u>PO-23-1080-OSD03-SRC3-26346</u>	Kirk Deininger	925-264-0045	kdeininger@autocene.com	3	3% - 10 da 2% - 15 da 1% - 20 da
CABEM Technologies	<u>PO-20-1080-OSD03-SRC01-21154</u>	Jay Fredkin	617-244-6609	sales@cabem.com	3	5% - 10 da 4% - 15 da 3% - 20 da 2% - 30 da
CBTS LLC (formerly OnX)	<u>PO-20-1080-OSD03-SRC01-21151</u>	Marilyn Koch	781-858-6246	marilyn.koch@cbts.com	2	N/A
CDW Government	<u>PO-22-1080-OSD03-SRC3-22639</u>	Nicole Hadley	832-684-2633	nicole.hadley@cdwg.com	1	N/A
Commonwealth Informatics, Inc.	<u>PO-23-1080-OSD03-SRC3-28074</u>	Pennie Weinberg	781-990-2219	pweinberg@commoninf.com	3	1% - 30 Da

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Vendor	Master/Blanket Purchase Order #	Contact Person	Phone #	Email	Categories	Discount (PPD, Dock, Deliver, Other)
Conduent State & Local Solutions, Inc.	<u>PO-20-1080-OSD03-SRC01-21135</u>	Michelle Colbert	978-902-7152	michelle.colbert@conduent.com	4	1% - 30 day
Judge Consulting Group dba/Copley Consulting Group	<u>PO-20-1080-OSD03-SRC01-21146</u>	Jim Reilly	855-884-5305	jreilly@copleycg.com	2	4% - 10 d; 3.5% - 15 c; 3% - 20 d; 2% - 30 day
Deloitte Consulting	<u>PO-20-1080-OSD03-SRC01-21158</u>	Prasad Thottempudi	617-270-3227	pthottempudi@deloitte.com	3 & 4	2% - 10 d; 1.5% - 15 c; 1% - 20 d; 1% - 30 d;
Dell Marketing L.P.	<u>PO-21-1080-OSD03-SRC3-22466</u>	Ryan Schumaker	512-720-7215	Ryan.Schumaker@Dell.com	1	N/A
FEI	<u>PO-20-1080-OSD03-SRC01-21148</u>	Lisa Lin-Freeman	443-270-5100	FEiBDProcurements@feisystems.com	3	2% - 10 d; 1.75% - 15 days 1.5% - 20 c 1% - 30 day
Four BT, LLC	<u>PO-23-1080-OSD03-SRC3-26348</u>	Mark Powell	832-707-0717	mpowell@4bt.us	3	10% - 10 d 6% - 15 d; 4% - 20 d; 2% - 30 d;
Full Circle Technologies	<u>PO-23-1080-OSD03-SRC3-26349</u>	Rajan Nanda	617-722-0100	rajan@fullcircletech.com	3	4% - 10 d; 3% - 15 d; 2% - 20 d; 1% - 30 d;
GL Suite, Inc. dba/GL Solutions	<u>PO-23-1080-OSD03-SRC3-26475</u>	Renaee Gugler	406-272-5647	gugler@glsolutions.com	3	1% - 30 d;
Green River	<u>PO-20-1080-OSD03-SRC01-21143</u>	Ian Kozak	802-257-0641	ian@greenriver.com	3	2% - 10 d; 2% - 15 d; 2% - 20 d;

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Vendor	Master/Blanket Purchase Order #	Contact Person	Phone #	Email	Categories	Discount (PPD, Dock, Delivery, Other)
GreenPages, Inc.	<u>PO-20-1080-OSD03-SRC01-21150</u>	David Knox	781-987-2013	dknox@greenpages.com	3	2% - 10 da 1% - 15 da 1% - 20 da 1% - 30 da
Info Tech, Inc dba/Infotech	<u>PO-23-1080-OSD03-SRC3-26351</u>	Joe Rowland	352-381-4484	joseph.rowland@infotechinc.com	3	5% - 10 da 4% - 15 da 2% - 20 da 1% - 30 da
Insight Public Sector, Inc.	<u>PO-20-1080-OSD03-SRC01-21138</u>	Jishnu Banerjee	514-373-8334	TeamMass@Insight.com	1	N/A
IntraSystems, Inc.	<u>PO-20-1080-OSD03-SRC01-21156</u>	Madeline Doherty	781-986-1700 x224	mdoherty@intrasystems.com	2, 4	1% - 10 da 1% - 15 da 1% - 20 da
JD Software, Inc.	<u>PO-22-1080-OSD03-SRC3-25282</u>	Lhassan Oubala	978-219-4521	loubala@jdsoft.com	3	1% - 30 da
Markley Boston, LLC	<u>PO-20-1080-OSD03-SRC01-21141</u>	Paul Andrews	617-451-6464	pandrews@markleygroup.com	3	2% - 10 da 1% - 15 da
NeuroSoph Inc.	<u>PO-20-1080-OSD03-SRC01-21152</u>	Tushar Banerji	877-545-2974	tushar@neurosoph.com	3	1% - 10 da 1% - 15 da 1% - 20 da 1% - 30 da
Policy Confluence, Inc dba/Polco	<u>PO-23-1080-OSD03-SRC3-28073</u>	Lisa Dowling	858-295-3872	lisa@polco.us	3	5% - 10 da 4% - 15 da 3% - 20 da 2% - 30 da
Quadient, Inc.	<u>PO-20-1080-OSD03-SRC01-21145</u>	Kevin Warner	717-364-5092	k.warner@quadient.com	3	N/A
SecurityStudio Inc	<u>PO-20-1080-OSD03-SRC01-21153</u>	Kevin Orth	952-467-6381	korth@securitystudio.com	3	5% - 10 da 5% - 15 da 2% - 20 da

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Vendor	Master Blanket Purchase Order #	Contact Person	Phone #	Email	Categories	Discount (PPD, Dock Delivery, Other)
Shotspotter Inc. dba/Forensic Logic	PO-23-1080-OSD03-SRC3-26350	Marc Meole	203-376-3059	mmeole@forensiclogic.com	3	N/A
SHI International	PO-21-1080-OSD03-SRC3-22343	Michael Dempsey	508-254-5739	Michael_Dempsey@Shi.com	1	N/A
Spruce Technology, Inc.	PO-20-1080-OSD03-SRC01-21134	Jeffrey Dickert	862-414-4983	jdickert@sprucetech.com	4	1.5% - 10 d 1% - 15 d 5% - 20 d 0% - 30 day
Stellar Services, Inc.	PO-20-1080-OSD03-SRC01-21147	Liang Chen	212-432-2848	contact@stellarservices.com	4	1% - 30 d
Stonewall Solutions Inc.	PO-20-1080-OSD03-SRC01-21155	Allie Motta	508-415-9995	allie@stonewallsolutions.com	3	5% - 10 d 4% - 15 d 3% - 20 d 3% - 30 day
Strategic Solutions Group, LLC	PO-20-1080-OSD03-SRC01-21160	Ted Hill	732-299-7117	thill@ssg-llc.com	3	1% - 10 d 1% - 15 d 1% - 20 d 1% - 30 day
System Automation	PO-20-1080-OSD03-SRC01-21137	Evan Willner	301-837-8000 x235	ewillner@systemautomation.com	3	5% - 10 d 4% - 15 d 2% - 20 d 1% - 30 day
World Wide Technology LLC	PO-20-1080-OSD03-SRC01-21163	Carol Harting	314-995-6103	carol.harting@wwt.com	1 & 4	.33% - 10 d
WSD Digital, LLC dba/ReFrame Solutions	PO-23-1080-OSD03-SRC3-26474	Greg Amato	860-559-6354	greg.a@wsddigital.com	3	.5% - 10 d .5% - 15 d
Zones, LLC	PO-20-1080-OSD03-SRC01-21136	Robert Spencer	508-740-9877	MassITS75@zones.com	1	N/A

*Note that COMMBUYS is the official system of record for vendor contact information.

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OPERATIONAL SERVICES DIVISION

- ** The Master MBPO is the central repository for all common contract files. Price files may be found in the individual vendor's MBPO.
- *** The Solicitation Enabled MBPO is the MBPO to solicit multiple quotes and receive pricing from vendors.

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Contract User Guide for ITS75

OPERATIONAL SERVICES DIVISION

Appendix A: Category Descriptions

Category 1, SOFTWARE RESELLERS

Large account resellers authorized to sell products directly from multiple key software publishers or authorized distributors.

Category 2, NICHE SOFTWARE RESELLERS

Software Resellers that specialize in the sale of one specific product, a small-market segment of products, or an aligned grouping of products.

Category 3, SOFTWARE PUBLISHERS

Software publishers and Cloud Services providers. As distinct from resellers of software or cloud services, these vendors must own the software or cloud services they are offering.

Category 4, SOFTWARE IMPLEMENTATION SERVICES PROVIDERS

Services include technical design, implementation, integration, installation, configuration, customization, training, documentation, maintenance, support, and cloud migration and monitoring. Software sales are not allowed under this category.

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Software Tier Levels for this RFP	Manufacturer/ Software Publisher	Does your Organization sell this publishers products and services?	Partnership / Certification level	Service Level 1: Cost Plus or Cost Minus Percentage	Service Level 2: Cost Plus or Cost Minus Percentage
Tier 1	ACCELA	Y	2	2.00%	N/A
Tier 1	Adobe Systems	Y	5	0.45%	N/A
Tier 1	CA Technologies	Y	4	0.45%	N/A
Tier 1	IBM SOFTWARE	Y	2	2.00%	N/A
Tier 1	Microsoft Corporation	Y	5	0.37%	N/A
Tier 1	PROOFPOINT, INC.	N	1	N/A	N/A
Tier 1	Quest Software	Y	5	2.00%	N/A
Tier 1	Salesforce	Y	3	0.75%	N/A
Tier 1	SAS Software Ltd	Y	2	2.00%	N/A
Tier 1	ServiceNow	Y	3	2.00%	N/A
Tier 1	Symantec Corporation	Y	3	0.75%	N/A
Tier 1	Tyler Technologies	Y	4	2.00%	N/A
Tier 1	Veritas Technologies, LLC	Y	4	2.00%	N/A
Tier 1	VMware	Y	5	1.00%	N/A
Tier 2	3M CORP	Y	5	N/A	N/A
Tier 2	Alliance Enterprises Inc	Y	1	2.00%	N/A
Tier 2	BAE Systems	Y	1	2.00%	N/A
Tier 2	CHECK POINT SOFTWARE	Y	4	2.00%	N/A
Tier 2	CSIAMERICA	Y	2	2.00%	N/A
Tier 2	DocuSign	Y	4	2.00%	N/A
Tier 2	Forcepoint LLC	Y	4	2.00%	N/A
Tier 2	Informatica Corporation	Y	3	0.75%	N/A
Tier 2	LexisNexis	Y	5	2.00%	N/A
Tier 2	Malwarebytes	Y	5	2.00%	N/A
Tier 2	McAfee	Y	5	0.45%	N/A
Tier 2	Micro Focus	Y	5	2.00%	N/A
Tier 2	OpenText	Y	3	2.00%	N/A
Tier 2	OptumInsight	Y	5	2.00%	N/A
Tier 2	Oracle America In	Y	2	0.25%	N/A
Tier 2	SolarWinds	Y	5	2.00%	N/A
Other	All other software	Y	3	2.00%	N/A