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

Denis Goulet
Commissioner

May 12, 2023

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

REQUESTED ACTION

Pursuant to MOP 150 VII (C), authorize the Department of Information Technology (DoIT) to purchase a Pure Array Storage 110TB Conversion Kit from Daymark Solutions Inc. (Vendor Code # 299859) in the amount of \$282,654.04, effective upon Governor and Council approval through June 30, 2023. 100% Transfer from Other Agencies.

100% Other (Agency Class 027) funds: Department of Safety's Agency Class 027 funds used to reimburse DoIT are 36% General, 27% Highway, 9% Turnpike and 28% Other. Funds are available in the following accounts for State Fiscal Year 2023.

Table with 3 columns: CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME-ACCOUNTING UNIT NAME CLASS- OBJECT - DESC, Activity Code, SFY 23. Rows include Department of Information Technology-IT for Safety, Technology Hardware, Technology Software, and a Total row.

EXPLANATION

DoIT is requesting approval to purchase a Pure Array Storage 110TB Conversion Kit from Daymark Solutions Inc., on behalf of the Department of Safety, as the State of NH does not have a statewide contract for Pure Storage products. DAS Purchase and Property issued a RFB and Daymark Solutions Inc. was the lowest compliant bidder. (See attached bid documents). Daymark Solutions Inc. will provide the expansion of the Department of Safety's Pure Storage array, which is necessary for continuity of Public Safety services, applications, record keeping and public facing taxpayer services. This storage array is the primary, back end storage for critical life safety applications and the servers that support them. Not expanding the array could result in potential data loss, interruption of life safety applications as well as public facing services such as vehicle registration as well as interruption of access to criminal history data and CJIS Information Systems.

Respectfully submitted,

Handwritten signature of Denis Goulet

Denis Goulet
Commissioner

DG/rac
RID # 77409



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Pure Array Storage	Agency	DoIT
RFB#	252-23	Requisition#	228654
Agent Name	Corrine Tatro	Bid Closing	04/26/2023

Qty	UOM	Product Description	Daymark		Red River	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	ea	CONVERSION KIT 110TB DFM (includes 6 x 18.3TB DFMs)	\$203,710.84	\$203,710.84	\$217,886.60	\$217,886.60
36	ea	CONVERSION KIT 110TB DFM (6x18.3TB) 1 Month Evergreen Forever Subscription, 4 Hour Delivery, 24/7 Support, DSE capable	\$2,126.20	\$76,543.20	\$2,274.16	\$81,869.76
1	ea	Datapack Installation	\$2,400.00	\$2,400.00	\$3,608.25	\$3,608.25
Total				\$282,654.04		\$303,364.61

Recommendation Summary	
Number of Solicitations Received	2
Number of Sourced bidders	10
Number of NIGP Vendors Sourced	315
Number of non-responsive bidders	323
D&B Report Attached	N/A
Method of Payment (P-card/ACH)	ACH
FOB Delivered	27 Hazen Dr, Concord, NH 03301

Special Notes:	
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State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER 1092141
This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 05/02/2023
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Vendor Paid
Terms: Net 30
Due Days: 30

Bill To: DEPT OF INFORMATION TECHNOLOGY
ATTN: BUSINESS OFFICE
27 HAZEN DRIVE
CONCORD NH 03301

DAYMARK SOLUTIONS INC
42 THIRD AVE
BURLINGTON MA 01803

Ship To:
DEPT OF SAFETY - DOIT
DEPT OF INFORMATION TECHNOLOGY
41 HAZEN DR
CONCORD NH 03301

Vendor #: 299859 Phone: (603) 490-2882 Agency Contact: Jennifer Jack 603-227-0080
Contact: Michael Mahan Fax: 91 In accordance with RFB 252-23

Table with 5 columns: LINE, QTY, UOM, DESCRIPTION, UNIT PRICE, EXTENDED PRICE. Contains 3 line items for storage conversion kits and a summary row for Goods Total and Order Total.

Buyer: Corrine Tatro
Phone: 603-271-4308
Process Level: 00300

Total Amount: \$282,654.04

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. **TERM.** The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. **DELIVERY.** If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. **INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.

7. **PERSONNEL.**

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegates ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. **EVENT OF DEFAULT; REMEDIES.**

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. **VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. **ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. **INDEMNIFICATION.** The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. 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.

12.1. **PATENT PROTECTION.** The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. **TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. **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 below.

15. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. **CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. **ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

State of New Hampshire
Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 4/13/2023
Bid No.: 252-23
Date of Bid Closing: 04/26/23
Time of Bid Closing: 11:00 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO Corrine Tatro: E-mail corrine.e.tatro@DAS.NH.GOV.
EMAIL YOUR BID TO: NH.Purchasing@DAS.NH.Gov

BID INVITATION FOR: Pure Array Storage

(insert name of signor) MICHAEL MARTIN on behalf of DIYIAXE SOLUTIONS (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 252-23 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 214:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 214:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature [Signature]

Authorized Signor's Title SR. Account Executive

[Signature] 4/22/2023

