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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](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

June 28, 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 exercise a contract renewal option (Contract #8002727) with Zones LLC, (VC#222860), Auburn, WA, for computer software by increasing the price limitation by \$1,502,816.20 from \$4,508,448.61 to \$6,011,264.81 and by extending the completion date from July 31, 2023 to July 31, 2024 effective upon Governor and Executive Council approval. The original contract was approved by the Commissioner of the Department of Administrative Services on July 14, 2020.

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

As previously stated, the original contract (Contract #8002727) was originally approved by the Commissioner of the Department of Administrative Services on July 14, 2020.

The purpose of this item is to obtain authority to exercise the first contract renewal option allowed under the terms of the original contract (Contract #8002727). It is the department's intention to use the extension period, upon approval, to conduct a comprehensive cost benefit analysis comparing software costs between independent contract awards through the State's request for bid process, established pricing published by the National Association of State Procurement Officials (NASPO), and pricing secured via the recently approved ITS75 multistate software and services contract (Contract #8003194) with Dell Marketing L.P.

This requested software contract, upon approval, will cover many of the State of New Hampshire required computer software packages available on the market, discounts from multiple software resellers, and competitive pricing made possible by the application of request for quote (RFQ) procedures employed monthly against DoIT published standard software along with RFQ's conducted for all non-standard software at the onset of each purchase request. RFQ's will be open to all eligible resellers including Zones, LLC, SHI International Corp., CDW Government LLC, and Dell Marketing L.P. This

application protects the State's competitive advantage by requiring all agencies to obtain four quotes prior to the approval of any purchase.

Outlined below is a summation of the active contract (Contract #8002727) spend to date. The approval of this extension request of the software reseller contract will allow for continued fiscal responsibility meeting the State's software and IT service needs.

Contract financials	
Contract spend term to date	\$4,508,448.61
Add this amendment	\$1,502,816.20
Recommended price limitation	\$6,011,264.81

Based on the foregoing, I am respectfully recommending approval of this contract renewal, with Zones, LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement & Support Services  
Bureau of Purchase & Property

Gary S. Lunetta  
Director  
(603) 271-2210

<b>Bid Description: Computer Software Reseller</b>	<b>Agency: Statewide Contract</b>
<b>Bid # 2289-20</b>	<b>Bid Closing: 5/1/20 10:30 AM</b>
<b>Agent Name: Jennifer Jack</b>	

QTY	Unit	Manufacturer	Part #	Description	CDWG		Royal Imaging Solutions		Connection		Bchted		S#		Zones	
					Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
11,018	EA	Microsoft	79P-05746	Microsoft Office Professional Plus 2019 - License - 1 PC - Select Plus -Win- Single Language	\$370.10	\$4,077,761.80	\$414.20	\$4,563,655.60	\$372.00	\$4,098,696.00	\$379.31	\$4,179,237.58	\$340.00	\$3,746,120.00	\$355.61	\$3,918,110.98
1,350	EA	Microsoft	021-10626	Microsoft Office Standard 2019- License- 1 PC- Select Plus- Win- Single Language	\$271.48	\$366,471.00	\$294.30	\$397,305.00	\$275.00	\$371,250.00	\$276.20	\$375,570.00	\$250.00	\$337,500.00	\$259.38	\$350,183.00
119	EA	Microsoft	076-05846	Microsoft Project Standard 2019-License -1 PC- Select Plus - Win -Single Language	\$409.85	\$48,772.15	\$545.00	\$64,855.00	\$413.00	\$49,147.00	\$418.02	\$49,744.38	\$395.00	\$47,005.00	\$399.87	\$47,584.53
1,289	EA	Microsoft	381-04518	Microsoft Exchange Server 2019 Standard CAL- License- 1 User CAL- Volume -Win- Single Language	\$64.20	\$82,753.80	\$70.85	\$91,325.65	\$85.00	\$83,785.00	\$85.81	\$84,829.09	\$60.00	\$77,340.00	\$81.38	\$79,118.82
95	EA	Microsoft	D86-05885	Microsoft Visio Standard 2019 - License-1 PC- Select Plus- Win- Single Language	\$182.93	\$17,378.35	\$202.74	\$19,260.30	\$185.00	\$17,575.00	\$186.57	\$17,724.15	\$175.00	\$16,625.00	\$172.20	\$16,359.00
195	EA	Microsoft	D87-07516	Microsoft Visio Professional 2019- License - 1 PC- Select Plus- Win- Single Language	\$351.27	\$68,497.85	\$534.10	\$104,149.50	\$354.00	\$69,030.00	\$358.26	\$69,860.70	\$340.00	\$66,300.00	\$342.71	\$66,828.45
1,298	EA	Microsoft	R18-00129	Microsoft Windows Server- License & Software Assurance- 1 Device CAL- Select- Select Plus - Single Language - Coverage through 8/31/22 (32 Months)	\$38.31	\$49,726.38	\$55.11	\$71,532.78	\$39.00	\$50,622.00	\$37.23	\$48,324.54	\$35.00	\$45,430.00	\$35.57	\$46,169.86
12	EA	Microsoft	9EM-00681	Microsoft Windows Server 2019 Standard License 2 Cores Software ESD	\$81.82	\$981.84	\$85.02	\$1,020.24	\$82.00	\$984.00	\$83.45	\$1,001.40	\$80.00	\$960.00	\$71.15	\$853.80
245	EA	Adobe	65301106AF01A00	Adobe Acrobat Pro 2019- License- 1 User - GOV- TLP- Level 1 (1+)- Win, Mac- Universal English	\$400.85	\$98,208.25	\$431.64	\$105,751.80	\$402.00	\$98,490.00	\$395.83	\$96,929.35	\$389.00	\$95,305.00	\$109.14	\$26,739.30
31	EA	Adobe	65301088AF01A00	Adobe Acrobat Standard 2017-License- 1 User- Gov- TLP-Level 1 (1+)- Win- Universal- English	\$266.53	\$8,262.43	\$299.75	\$9,292.25	\$267.00	\$8,277.00	\$263.05	\$8,154.55	\$260.00	\$8,060.00	\$72.41	\$2,244.71
<b>Total Section 1</b>					<b>\$4,818,813.65</b>		<b>\$5,428,148.12</b>		<b>\$4,847,856.00</b>		<b>\$4,931,375.74</b>		<b>\$4,440,645.00</b>		<b>\$4,564,192.46</b>	
					<b>3rd</b>								<b>1st</b>		<b>2nd</b>	

\* Lines with "no bid" responses have been removed from the tabulation.

**Non Compliant**  
Confiance Tech Solutions  
Offer sheet not submitted

**No Bid**  
De#

Special Notes: This bid tab represents the original award structure for contracts 8002720, 8002727, and 8002728. Total for section #1 Award is based on a compilation of most commonly purchased software products and estimated annual quantities. DoIT approved software standards are updated monthly based on lowest price in response to the State's Request for Quote(RFQ), and non-standard items are awarded based on low price in response to the State's RFQ upon each agency request.



**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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

June 9, 2023

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 three (3) computer software reseller contract amendments with the vendors Software House International (SHI), Zones, and CDWG as described below and referenced as DoIT No. 2021-018A.

This request is for approval of three (3) computer software reseller contract amendments: Software House International (SHI), Zones, and CDWG. These statewide contract amendments will allow for continued utilization for state agencies to purchase software through multiple vendors and distribution partners at a competitive price.

The price limitation will increase for each vendor by the following totals:

Software House International (SHI) - \$3,949,697.19;  
Zones - \$1,502,816.20; and  
CDWG - \$839,542.59.

These contract amendments shall become effective upon Governor and Executive Council approval through July 31, 2024.

A copy of this letter should accompany the Department of Administrative Services' submission to Governor and Executive Council for approval.

Sincerely,  
  
Denis Goulet

DG/RA  
DoIT #2021-018A

**FIRST AMENDMENT TO THE CONTRACT  
 BETWEEN Zones, LLC  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR Computer Software Reseller SERVICES  
 CONTRACT # 8002727**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 31st day of May, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Zones, LLC (hereinafter referred to as "the Contractor") for Computer Software Reseller Services.

WHEREAS, pursuant to an agreement effective August 1, 2020 set to expire July 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Computer Software Reseller services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 15 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing executed by both parties hereto;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Update the contract Completion Date to read the following:

July 31, 2024

2. Implement the Price Limitation not to exceed the following:

\$6,011,264.81

Contract Spend Term to Date	\$4,508,448.61
Add this Amendment	\$1,502,816.20
New Total Price Limitation	\$6,011,264.81

3. All other provisions of the Agreement, approved by the Commissioner of Administrative Services on July 14, 2020, shall remain in full force and effect.

Zones, LLC

By: *Derek deBakker*  
Derek deBakker (Jun 5, 2023 20:34 PDT)

Derek deBakker  
(Print Name)

Title: Derek de Bakker

Date: Jun 5, 2023

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 6-8-23

OFFICE OF THE ATTORNEY GENERAL

By: *Jill Perlow*

Jill Perlow  
(Print Name)

Title: Assoc. Attorney

Date: 6/13/23

The foregoing contract was approved by  
the Governor and Council of New  
Hampshire on

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

# State of New Hampshire\_Zones, LLC\_First Amendment to Contract #8002727

Final Audit Report

2023-06-06

Created:	2023-05-31
By:	Bindi Patel (bindi.patel@zones.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9NmeCslAgYIVvmhcrrdEwNMv-vZuw6_

## "State of New Hampshire\_Zones, LLC\_First Amendment to Contract #8002727" History

-  Document created by Bindi Patel (bindi.patel@zones.com)  
2023-05-31 - 9:48:58 PM GMT
-  Document emailed to Derek deBakker (derek.debakker@zones.com) for signature  
2023-05-31 - 9:51:57 PM GMT
-  Email viewed by Derek deBakker (derek.debakker@zones.com)  
2023-06-06 - 3:33:52 AM GMT
-  Document e-signed by Derek deBakker (derek.debakker@zones.com)  
Signature Date: 2023-06-06 - 3:34:35 AM GMT - Time Source: server
-  Agreement completed.  
2023-06-06 - 3:34:35 AM GMT

# 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 ZONES, LLC is a Washington Limited Liability Company registered to transact business in New Hampshire on May 26, 2023. 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: 933303

Certificate Number: 0006239490



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of May A.D. 2023.

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

David M. Scanlan  
Secretary of State

# ZONES™

June 13, 2023

**SENT VIA EMAIL**

**Corrine Tatro**  
**Department of Administrative Service**  
**Bureau of Purchase and Property**  
25 Capitol Street  
Concord, NH 03301

**RE: 2023 Amendment & Certificate of Authority**

Dear Ms. Tatro

Zones, LLC is in receipt of the State's amendment to our current contract.

This letter is to certify that Derek de Bakker is authorized by Zones, LLC to represent the company in all matters relative to Contract #8002727 for Computer Software Reseller Services between Zones, LLC and the State of New Hampshire, dated August 1, 2020. Derek de Bakker has Zones, LLC full permission to sign binding agreements such as the First Amendment to the Contract between Zones, LLC and the State of New Hampshire for Computer Software Reseller Services, Contract #8002727.

Sincerely,

  
\_\_\_\_\_  
Russell Day (Jun 13, 2023 18:23 CDT)

Russell Day  
CFO and Chief Strategy Officer  
Zones, LLC  
russell.day@zones.com

Zones, LLC  
1102 15<sup>th</sup> Street S.W. Suite 102  
Auburn, WA 98001

# Department of Administrative Service\_Certificate of Authority Letter 2023-updated

Final Audit Report

2023-06-13

Created:	2023-06-13
By:	Bindi Patel (bindi.patel@zones.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPpqZ2W5NPAgicChPb6qzMdEWsGD2bZvc

## "Department of Administrative Service\_Certificate of Authority Letter 2023-updated" History

-  Document created by Bindi Patel (bindi.patel@zones.com)  
2023-06-13 - 4:53:39 PM GMT
-  Document emailed to Russell Day (russell.day@zones.com) for signature  
2023-06-13 - 4:55:06 PM GMT
-  Email viewed by Russell Day (russell.day@zones.com)  
2023-06-13 - 11:23:12 PM GMT
-  Document e-signed by Russell Day (russell.day@zones.com)  
Signature Date: 2023-06-13 - 11:23:23 PM GMT - Time Source: server
-  Agreement completed.  
2023-06-13 - 11:23:23 PM GMT



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**M. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR TECHNOLOGY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Non-Owned Watercraft – 75 Feet Long Or Less</li> <li>B. Who Is An Insured – Unnamed Subsidiaries</li> <li>C. Who Is An Insured – Employees – Supervisory Positions</li> <li>D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li>E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</li> <li>F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</li> <li>G. Blanket Additional Insured – Broad Form Vendors</li> <li>H. Blanket Additional Insured – Controlling Interest</li> </ul> | <ul style="list-style-type: none"> <li>I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> <li>J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li>K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li>L. Medical Payments – Increased Limit</li> <li>M. Blanket Waiver Of Subrogation</li> <li>N. Contractual Liability – Railroads</li> <li>O. Damage To Premises Rented To You</li> </ul> |
|---|--|

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

## COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

### D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

### F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

## COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

### K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

### M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**O. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR NONRENEWAL  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

**SCHEDULE**

**CANCELLATION:**

**Number of Days Notice: 60**

**WHEN WE DO NOT RENEW (Nonrenewal):**

**Number of Days Notice: 60**

**PROVISIONS**

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** Number of Days Notice: 30

**WHEN WE DO NOT RENEW (Nonrenewal):** Number of Days Notice: \_\_\_\_\_

**PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

**ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

**PROVISIONS**

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL AGGREGATE LIMIT AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

#### LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Products-Completed Operations)	\$ 10,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000

**Designated Projects:** EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS."

**Designated Locations:** ALL LOCATIONS LISTED ON POLICY NO ADDITIONAL PREMIUM

#### PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.

2. The following replaces Paragraph 1. of SECTION III – LIMITS OF INSURANCE:

1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought;
- c. Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".

3. The following replaces Paragraph 2. of SECTION III – LIMITS OF INSURANCE:

- 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Project Aggregate Limit, all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

COMMERCIAL GENERAL LIABILITY

- (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - (2) Damages under Coverage B; and
  - (3) Medical expenses under Coverage C.
- b. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
- (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
    - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
  - (2) The Designated Project Aggregate Limit applies separately to each "project".
  - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (4) The Designated Project Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.
  - (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce:
    - (a) The Total Aggregate Limit; and
    - (b) The Designated Project Aggregate Limit for the applicable "project".Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
- (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
    - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
    - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
  - (2) The Designated Location Aggregate Limit applies separately to each "location".
  - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
  - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.
  - (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:
    - (a) The Total Aggregate Limit; and

- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

- (b) Damages under Coverage B.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- 4. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE:**

- 3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- 5. The following is added to the **DEFINITIONS** Section, but only for purposes of the Designated Location and Designated Project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-26-22**

Policy No. **71836840**

Endorsement No. **004**

Insured **ZONES LLC**

Premium \$ **Incl.**

Insurance Company **Chubb National Insurance Company**

Countersigned By \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

8002727 & 8002728

DATE: July 2, 2020

CONTRACT #: 8002720 NIGP CODE: 208-0000

CONTRACT FOR: Computer Software Reseller

CONTRACTORS:

SHI International Corp.

VDR# 175141 P001  
290 Davison Ave  
Somerset, NJ 08873

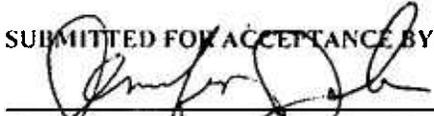
Zones LLC

VDR# 222860 P001  
1102 15<sup>TH</sup> Street SW, Suite 102  
Auburn, WA 98001-6524

CDWG

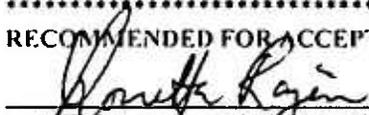
VDR# 269442 P001  
230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

SUBMITTED FOR ACCEPTANCE BY:

  
JENNIFER JACK, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

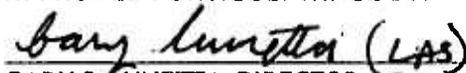
DATE 7/13/2020

RECOMMENDED FOR ACCEPTANCE BY:

  
LORETTA RAZIN, PURCHASING MANAGER  
BUREAU OF PURCHASE AND PROPERTY

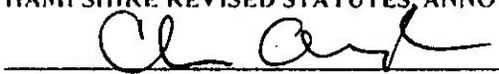
DATE 7/13/2020

APPROVED FOR ACCEPTANCE BY:

  
GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 7/13/20

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 7/14/20



**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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

July 28, 2020

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 three (3) computer software reseller contracts 8002720, 8002727 and 8002728 with the vendors Software House International (SHI), Zones, and CDWG as described below and referenced as DoIT No. 2021-018.

This is a request for approval of three (3) computer software reseller contracts: Software House International (SHI), Zones, and CDWG. These statewide contracts will provide state agencies the opportunity to purchase software through multiple vendors and distribution partners at a competitive price.

These contracts shall become effective upon execution by Commissioner Arlinghaus through July 30, 2023.

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

Sincerely,

for  
Denis Goulet

DG/ik/ck  
DoIT #2021-018

cc: Jennifer Jack, DAS



CHARLES M. ARLINGHAUS  
(603) 271-3201

Denis Goulet  
Commissioner  
27 Hazen Drive  
Concord, NH 03301

**State of New Hampshire**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**BUREAU OF PROCUREMENT AND SUPPORT SERVICES**  
State House Annex - Room 102  
25 Capitol Street  
Concord, New Hampshire 03301

July 16, 2020

**REQUESTED ACTION**

The Department of Administrative Services is requesting the approval of three (3) computer software reseller contracts 8002720, 8002727 and 8002728 with the vendors Software House International, (VDR #175141), Zones (VDR#222860), and CDWG (VDR#269442). These contracts will have a three (3) year term, from August 1, 2020 through July 31, 2023 and will allow agencies the ability to purchase Department of Information Technology (DoIT) approved software.

**Prior Related Actions**

The State awarded contract #8002065 to Software House International via RFB 1885-17 with a 3 year contract term August 1, 2016 through July 31, 2019. This contract allowed for two (2) one year extensions. Extension one was implemented August 1, 2019 ending January 31, 2020. Extension two, the current contract, was implemented February 1, 2020 and is expiring July 31, 2020. No extensions remain on this contract.

**Alternatives and Benefits**

RFB.2289-20 for the Computer Software reseller contract closed on 5/1/2020. After reviewing the bid responses a potential \$1,450,043.60 cost savings over the 3 year term has been identified. This savings has been identified through the additional resellers Zones and CDWG in conjunction with SHI offering lower price points for our current standard software. Vendors were required to be a Microsoft Government Large Account reseller (LAR) and must be able to manage volume-licensing agreements with several other software publishers as well as provide software pre sales assistance, documentation, and volume license agreement administration at no additional cost to the State.

Based on the bid results the Department of Administrative services would like to move forward with awarding this contract to the three resellers SHI, Zones, and CDW. This would allow the vendors to bid against each other to assure that we have a competitive advantage and provide the potential to source software through multiple vendors and distribution partners.

- Agencies get multiple quotes (from the awarded resellers) for non-standard software items.
- Pricing for standard software would be updated monthly and posted to the DoIT standards webpage.

**Impact on Other State Agencies and Municipalities**

These contracts shall provide agencies, and any eligible participants, multiple sources for the purchase of various software licenses.

Supporting Documentation

For your review, I have attached the draft notice of contract for each vendor as well as the award spreadsheet for RFB 2289-20.

**CONTACT PERSON:** Jennifer Jack  
Purchasing Agent  
25 Capitol Street, RM 102  
Concord, NH 03301  
Telephone: (603) 271-3146  
Email: [Jennifer.Jack@das.nh.gov](mailto:Jennifer.Jack@das.nh.gov)

**CERTIFICATION**

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully Submitted,



Charles M. Arlinghaus  
Commissioner

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

Date: 1/31/2020

Bid No.: 2289-20

Date of Bid Closing: 2/28/2020

Time of Bid Closing: 10:30 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO JENNIFER JACK: E-mail [JENNIFER.JACK@DAS.NH.Gov](mailto:JENNIFER.JACK@DAS.NH.Gov)  
EMAIL YOU'RE BID TO: [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov)

### BID INVITATION FOR CONTRACT: COMPUTER SOFTWARE RESELLER

[Insert name of signor] Jon Bailey, on behalf of Zones, [insert name of entity] submitting bid LLC

(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 2289-20 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 21-I: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 21-I: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  Authorized Signor's Title Vice President, Business and Legal Affairs

#### NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

On the \_\_ day of \_\_\_\_\_, 2020, personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

DW  
DW

#### GENERAL CONDITIONS AND INSTRUCTIONS: NATURE OF AND ELIGIBILITY TO

**RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitute a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**BIDS.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made. **AWARD.** The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received, the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent. **ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire. **FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid. **PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

## CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both 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.

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 bid invitation and the Vendor's bid. 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 Vendor 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 bidding, 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 agency. However, the 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 shipments. All deliveries shall be FOB Destination. 6. **INVOICING.** All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid 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 at the agency business office, 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 delegee ("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 upon 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 contractor 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 seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting 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 Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for 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.

### **BID INVITATION FOR: COMPUTER SOFTWARE RESELLER**

#### **PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the items indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract shall be delivered FOB destination to the locations indicated in the "Delivery Locations" section of this bid invitation.

#### **INSTRUCTIONS TO VENDOR:**

**Read the entire bid invitation prior to filling it out.** Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation. **BID**

#### **SUBMITTAL:**

All bids shall be submitted on this form or an exact copy, shall be typed or clearly printed in ink and shall be received on or before the date and time specified on page 1 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201. **BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Jennifer Jack at the following address: [Jennifer.Jack@DAS.NH.Gov](mailto:Jennifer.Jack@DAS.NH.Gov)

Submissions shall clearly identify the bid Number, the Vendor's name, address, and the name of the person submitting the question.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is

<https://das.nh.gov/purchasing/purchasing.aspx> **TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

1/31/2020	Bid Solicitation distributed on or by
2/19/2020	Last day for questions, clarifications, and/or requested changes to bid
2/28/2020	10:30 AM (EST) Bid Closing
8/01/2020	Implementation / Posting of Contract

**GOVERNING TERMS AND CONDITIONS:**

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

**If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if

required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information that the bidder deems confidential. Bids and proposals that contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

#### **ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, such entities shall be solely responsible for their association with the successful Vendor. The State of New Hampshire shall assume no liability as may arise from such an association between the successful Vendor and any such eligible participants. **CONTRACT TERM:**

The term of the contract shall commence August 1, 2020 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) year extension thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

#### **CONTRACT AWARD:**

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in section. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s). It is the intent of the state to award up to three contracts. DoIT software standards are awarded on a monthly basis. The

State will request pricing from all awarded vendors and agencies will be instructed to purchase from the low quote for each month. For non-standard software and balance of product line, agencies will be required to obtain a quote from all awarded vendors; purchase order will be issued to the vendor with the lowest quote.

Successful Vendor shall not be allowed to require any other type of purchase order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

**Bid results may also be viewed on our website at <https://das.nh.gov/purchasing>**

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public.**

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the purchase contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

- **CERTIFICATE OF INSURANCE:**

Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A. **BID PRICES:**

Bid prices shall remain firm for 180 days and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor". **WARRANTY REQUIREMENTS:**

The successful Vendor shall be required to provide warranties on all equipment/items provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses. **ABILITY TO PROVIDE:**

Successful Vendor shall be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution.

**ORDERING PROCEDURE:**

The Bureau of Purchase and Property shall issue purchase orders on behalf of the State agencies with a value over \$500.00.

Agencies may place orders with a total value of \$500.00 or less by using a State of New Hampshire purchasing card (P-card). All orders over \$500.00 must have NH Department of Information Technology approval. At time of order placement, the agency shall indicate the payment method of P-Card.

Vendor shall be capable of accepting orders via telephone, web, E-mail and Fax.

Eligible participants will utilize their own individually established ordering procedures.

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**ESTIMATED USAGE:**

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

**USAGE REPORTING:**

The successful Vendor shall be required to submit (at a minimum) a monthly, quarterly and annual usage report for analysis for each state agency or eligible participant. An agency contract distribution list will be provided to the vendor for distribution of reports. Vendor must have the ability to create custom or on demand reports, as requested by SoNH. Vendor must have the ability to stored adhoc reports for future use. Vendor must have the ability to globally modify agreed to fields and own the reasonability to make changes as needed i.e. incorrect agency name, change in agency name. Vendor must use a consistent agency naming convention for reports, a master agency name list will be provided to the vendor. Reports are due no later than 30 days after each end of

each calendar quarter Bureau of Procurement Services, Jennifer Jack and sent electronic to [Jennifer.Jack@DAS.NH.GOV](mailto:Jennifer.Jack@DAS.NH.GOV). At a minimum, the Report shall include:

- Contract Number
- Purchase Order Number – P-Card Payment Transaction Number
- Invoice Number and Invoice Date
- Utilizing Agency and Eligible Participant with consistent agency naming convention. The SoNH will provide master agency name list to vendor.
- All Products Purchased (showing the manufacturer, item description, manufacturer part number, Quantity, Unit Price, Extended Price and Total Cost of all Products Purchased
- Order date
- Ship date
- Bill to and Ship to Information

- Total Cost of all Products Purchased. Ability to sort by agency/eligible participant.
- Ability to add categories for sorting purposes as requested by SoNH Preferred in Excel and online real-time formats
- License expiration date reminders
- Order shipment status
- Multi-year license procurement roadmap
- Monthly Customer Service Metrics
- For all enterprise agreements where a variety of agencies are purchasing under one agreement a report must be provided that clearly shows, per enterprise agreement, which agency the purchase was made, the PO number, unit/total cost and the licensing type. In addition to the renewal date for each agreement.

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for the agency.

**RETURNED GOODS:**

The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

**DELIVERY TIME:**

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within ten (10) business days from the placement of the order.

The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement. **PAYMENT:**

**Payments shall be made via Procurement Card (P-card = Credit Card) without increase to prices** (Unless otherwise specified by the state of New Hampshire). Eligible participants shall negotiate their own payment methods with awarded vendor.

P-Card payment: receipt to the agency containing the following information:

- Purchase Order Number
- Cross match to Purchase Order number with P-Card payment / transaction number
- Description of item(s) purchased
- Unit cost
- Total cost **INVOICING:**

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the agency's name, quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

**TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

## **VENDOR'S BALANCE OF PRODUCT LINE ITEMS**

The items in each category include the items most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the state may purchase other items in relation to the bid description from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices". **VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

## **SPECIFICATION COMPLIANCE:**

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturers and/or product numbers indicated are the only ones that are acceptable under this bid invitation.

The software reseller must be a Microsoft Government Large Account Reseller (LAR) and must be able to manage and provide the administration of volume-licensing agreements, end user license agreements and other documents (as requested) with several other software publishers at no cost to the State of New Hampshire. Reseller must be able to provide software, presales assistance and documentation. Additionally, the software reseller will provide software that is not available through volume license agreements.

The State of New Hampshire's current Microsoft Select Plus Agreement is number 54266132.

## **PRICING QUOTATIONS**

The State expects to receive pricing quotations within one (1) business day. Quotes shall be honored for thirty (30) calendar days unless there are special circumstances. These special exceptions shall be clearly noted as part of any quotation.

Vendors shall utilize a system of alphanumeric identification of their quotations so that they may be referred to by that I.D. number for purposes of ordering or other means of communication.

If there is a price decrease between the time of the quote and the time of receipt of the Purchase Order the vendor shall invoice at the new lower price.

Vendors shall offer a procedure for researching and sourcing products that are not part of their balance of product line. Vendors shall apply the same pricing model as agreed to under the contract.

Vendor is responsible for maintaining customer service metrics including but not limited to the below:  
Time to return a phone call is 4 business hours.  
Time to respond to an email is 4 business hours.  
Time to provide a quote is one (1) business day.

### **CUSTOMER SUPPORT SERVICES**

The successful vendor shall provide both pre- and post-sales support for all software purchased against any awarded Contract. The Vendor shall have a central contact point, available during normal working hours (7:30 4:30 EST Monday through Friday, for resolving customer support problems.

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

- Product Quotes ○ Recommended bundle purchases i.e. new PC software ○ Monthly standard product quote
- Product Research- Written advice in locating software packages to serve a specific need
- Product Recommendation- Written advise on selecting the correct product from a product line • Product Specifications
- Written Analysis and advice with making decision between SaaS and premise-based software • Advice on whether to buy "upgrade protection"
- Assistance with true ups
- Assistance with modeling – if we added 10 more license x, would that put us in a better discount tier?
- Guide us to proper volume purchases based on knowledge of the available discount tiers.
- Recommendation on item to purchase when multiple levels exist i.e. Standard SQL or Enterprise SQL • Assistance with co-termining services
- Provide Total Cost of Ownership (TCO) analysis for a solution based on vendors roadmaps advising when changes are in our best interest factoring in enterprise standards and volume licensing
- Provided P&P Monthly updates by 1<sup>st</sup> of the month on the SoNH standard software offerings
- Recommend changing standard version when appropriate to achieve the best TCO possible
- Provide industry trend analysis specific to software purchased by SoNH
- Assistance to State Agencies in configuring systems that best meet their needs.

Post-Sales Support shall, include but is not limited to: • Thorough understanding SoNH portfolio

and Quarterly onsite Business Reviews to discuss: ○ Standard Product Line to validate we

are leveraging the best solutions and pricing. ○ Past Quarter Purchases by spend, by

category, by days to ship etc. ○ Service levels metrics ○ Licenses due to expire

- Update on any licensing structure changes ○ True-up's due following quarter ○ Roadmap reviews for expiring versions, volume purchases etc.
- Industry Trends
- Recommended cost savings, product standardization
- Review and recommendation on leveraging Software Assurance benefits
- Review of SoNH monthly orders and overall portfolio to make certain we are purchasing correct items i.e. SQL Standard vs. SQL Enterprise
- Delivery Information-delivery status including backorders
- Product Return
- Invoice/Billing Issues
- Facilitate Resolution of Product Problems

- On-site Manufacturer Representation
- License Tracking
- Maintenance Tracking
- Archive reports – 6 years purchase history or as long as we are doing business with vendor
- Renewal reminders-[3 months minimum in advance of expiration and monthly thereafter until an order is placed, unless otherwise advised.] Allow alerts to be configurable based on product.

**Other Services:**

- One-on-one training for any tool recommended by the vendor to track or report purchases.
- Batching of individual State Purchase Orders to meet manufacturer minimum quantities to achieve best pricing or to reach more advantageous discount levels.
- Manage the placement of State Purchase Orders for license renewals so as to delay the expenditure of funds until as close to the renewal date as is reasonably possible.
- Provide State of NH renewal information to new vendors as appropriate.
- Include maintenance commencement date and termination date on all invoices.
- Responsible for thorough understanding of manufacture agreements, Enterprise Agreements, Select Agreements etc. and can completed the paperwork required. Vendor must also have the ability to administer said agreements on behalf of SoNH i.e. Volume License Agreements (VLA).

**MINIMUM ORDERS:**

There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

**OFFER:**

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political subdivision and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

- **See Attachment A**

**Attachment A must be completed. In order or your bid to be found compliant, you must bid on 75% of items listed in the offer sheet (Attachment A).**

**OFFER SHEET WILL BE ATTACHMENT A (SPEARATE FROM THIS DOCUMENT).** For best results, open in FireFox or Internet Explorer and not Chrome web browser. When open in Adobe, you will notice the attachments on the left side of your screen with a paperclip attachment for Excel. Quotes in lieu of a completed offer sheet will not be accepted.

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

_____ Khawar Abbasi _____		_____ 253-545-7348 _____
_____ 800-408-9663 _____		
Contact Person	Local Telephone Number	Toll Free Telephone Number
publicsector@zones.com		www.zones.com
_____	_____	
E-mail Address	Company Website	
_____ Zones, LLC _____		
1102 15th, Street sw. Suite 102 Auburn, WA 98001-6524		
Vendor Company Name	Vendor Address	

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation: **Attachment**

**A: Offer Sheet**

**Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided. In order for your bid to be found compliant, you must bid on 75% of items listed on the offer sheet (Attachment A)**

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

**ADDENDUM # 1 TO BID INVITATION # 2289-20**

Posted: 2/26/2020

**DATE OF BID CLOSING:** 02/28/20

**TIME OF BID CLOSING:** 10:30 AM (EST)

**FOR:** COMPUTER SOFTWARE RESELLER

**DATE OF BID CLOSING:**

**Presently Reads: February 28, 2020 @ 10:30 AM (EST) Amend**

**to Read: March 27, 2020 @ 10:30 AM (EST)**

**CLARIFICATION:**

**This request for bid is to find our next software contract reseller(s), we will be awarding up to three vendors. We are looking to award to a Microsoft LAR / VAR Government account reseller. The award sheet is based on what we purchased in the last three-year contract term. We are not purchasing anything on this list at this time; therefore, I cannot provide serial numbers, account number- etc.**

**Please note the offer sheet has been updated – please use the current version dated 2/26/2020.**

**Q1:** We have been informed that SnagIt 2018 (SNAGG01-18-E) is end of life. To accurately complete Attachment A, are offers permitted to quote its replacement— SNAGG99-20? **A1:** Yes, the offer sheet has been updated to reflect this.

**Q2:** Page 7 of the solicitation states, “The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in section.” Will lowest cost be used to evaluate and award Sections 1 and 2 of Attachment separately, or will lowest cost be evaluated for Attachment A as a whole?

**A2:** Yes, bid will be awarded by section and up to three resellers. Section 1 is based on standard software and section 2 is based on various purchases made throughout the last contract term.

**Q3:** Will the quantities provided in Attachment A be spread over the life of the contract or are these quantities the State’s anticipated annual purchase?

**A3:** These quantities are based on the last contract term (3 years).

**Q4:** We have been informed that the State is currently working with Adobe to transition from a perpetual license model (which is requested in the solicitation) to a subscription-based model. Given this information, should we quote the Adobe products in Attachment A based on a perpetual license model, as noted in the solicitation, or a subscription-based model?

**A4:** Please quote based on what is listed in Attachment A, perpetual license model.

**Q5:** Attachment A requests pricing for “Dragon Professional Individual - (v. 15) - box pack - 1 user - local, state - DVD - Win - US English.” Nuance no longer provides boxed products for Dragon. The replacement is a downloadable version with no government pricing available. Will the State allow offers’ to quote this replacement product?

**A5:** Yes, quote for the downloadable version is acceptable. Attachment A Offer sheet has been updated to reflect this.

**Q6:** Please provide Red Hat contract numbers

**A7:** Red Hat has been removed from the Offer Sheet Attachment A

**Q7:** Please provide Bluebeam serial numbers

**A7:** This is not a renewal – please quote as new licenses.

**Q8:** Please provide Citrix NetScaler Org ID

**A8:** This is not a renewal – please quote as new license(s).

**Q9:** McAfee - Is this a new license or a renewal?

If it is a renewal, please provide the grant number.

**A9:** New license, however the grant number is 13852811-NA1

**Q10:** Citrix- What is the end user’s Org ID?

**A10:** This is not a renewal – please quote as new license(s).

**Q11:** Red Hat - Please provide the Red Hat acct#/ Login ID or contract number tied to these subscriptions.

Are these renewable subscriptions?

If so, what are the service dates?

**A11:** Red Hat has been removed from the Offer Sheet Attachment A

**Q12:** Adobe- Does the End User already have a VIP #?

Are these new licenses or renewals?

**A12:** We are looking for pricing for new licenses.

**Q13:** What is the grant number information for McAfee?

**A13:** 13852811-NA1

**Q14:** Is this a renewal for all software?

**A14:** The line items listed in Attachment A are new licenses. The renewals for Red Hat have been removed.

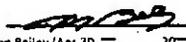
**Q15:** Please confirm can a vendor bid on some of the requested items or is it necessary to bid on all of them?

**A15:** Vendors must bid on 75% of the items listed in Attachment A

**PURCHASING AGENT:** Jennifer Jack  
**E: Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER \_\_\_\_\_ ADDRESS \_\_\_\_\_ Zones, LLC 1102  
15th Street SW, Suite 102 Auburn,

BY  \_\_\_\_\_ WA 98001-  
6524

(this document must be signed)

Jon Bailey VP, Business and Legal Affairs \_\_\_\_\_ TEL.

NO. \_\_\_\_\_ 253-545-7348 (please type or print name)

**Please visit:** <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

**ADDENDUM # 2 TO BID INVITATION # 2289-20**

Posted: 3/24/2020

**DATE OF BID CLOSING:** 02/27/2020

**TIME OF BID CLOSING:** 10:30 AM (EST)

**FOR:** COMPUTER SOFTWARE RESELLER

**DATE OF BID CLOSING:**

**Presently Reads: March 27, 2020 @ 10:30 AM (EST)**

**Amend to Read: May 1, 2020 @ 10:30 AM (EST)**

**PURCHASING AGENT:** Jennifer Jack

**E: Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER \_\_\_\_\_ ADDRESS \_\_\_\_\_ Zones, LLC 1102  
15th Street SW, Suite 102 Auburn,

BY  \_\_\_\_\_ WA  
Jon Bailey (Apr 30, 2020)

98001-6524

(this document must be signed)

Jon Bailey, VP Business And Legal Affairs \_\_\_\_\_ TEL.

NO. \_\_\_\_\_ 253-545-7348 (please type or print name)

**Please visit: <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.**

Client#: 581248

ZONESLLC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME:	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8530
	E-MAIL ADDRESS: seattle.clcertrequest@usi.com		
INSURED Zones, LLC 1102 15th Street SW, #102 Auburn, WA 98001-6509	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Cas. Co. of America		25674
	INSURER B : Allmerica Financial Benefit Ins. Co.		41840
	INSURER C : Phoenix Insurance Company		25623
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 41 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 SUBR INSR WVO	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		6303H376187	06/26/2019	06/26/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BA1N23215A	06/26/2019	06/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		CUP1J648136	06/26/2019	06/26/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WM2D89319400 Incl. Stop Gap	06/26/2019	06/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 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)  
 Please note that limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.

(See Attached Descriptions)

CERTIFICATE HOLDER  To Whom It May Concern	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>George D. Hansen II</i>

**DESCRIPTIONS (Continued from Page 1)**

Exhibit of Insurance

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

Date: 1/31/2020  
Bid No.: 2289-20  
Date of Bid Closing: 2/28/2020  
Time of Bid Closing: 10:30 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO JENNIFER JACK: E-mail [JENNIFER.JACK@DAS.NH.Gov](mailto:JENNIFER.JACK@DAS.NH.Gov)  
EMAIL YOU'RE BID TO: [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov)

### BID INVITATION FOR CONTRACT: COMPUTER SOFTWARE RESELLER

[Insert name of signor] Jon Bailey, on behalf of Zones, LLC [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 2289-20 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 21-I: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 21-I: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  Authorized Signor's Title Vice President, Business and Legal Affairs

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

Form P31-B

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

## GENERAL CONDITIONS AND INSTRUCTIONS:

**NATURE OF AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitute a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**BIDS.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received, the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

## CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both 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.

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 bid invitation and the Vendor's bid. 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 Vendor 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 re-purchase similar items from any other source without competitive bidding, 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 agency. However, the 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 shipments. All deliveries shall be FOB Destination.

6. **INVOICING.** All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid 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 at the agency business office, 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 delegee ("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 upon 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 contractor 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 seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting 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 Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for 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.

**BID INVITATION FOR: COMPUTER SOFTWARE RESELLER**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the items indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract shall be delivered FOB destination to the locations indicated in the "Delivery Locations" section of this bid invitation.

**INSTRUCTIONS TO VENDOR:**

**Read the entire bid invitation prior to filling it out.** Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation.

**BID SUBMITTAL:**

All bids shall be submitted on this form or an exact copy, shall be typed or clearly printed in ink and shall be received on or before the date and time specified on page 1 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

**BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Jennifer Jack at the following address: Jennifer.Jack@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name, address, and the name of the person submitting the question.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <https://das.nh.gov/purchasing/purchasing.aspx>

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

1/31/2020	Bid Solicitation distributed on or by
2/19/2020	Last day for questions, clarifications, and/or requested changes to bid
2/28/2020	10:30 AM (EST) Bid Closing
8/01/2020	Implementation / Posting of Contract

**GOVERNING TERMS AND CONDITIONS:**

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

**If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information that the bidder deems confidential. Bids and proposals that contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, such entities shall be solely responsible for their association with the successful Vendor. The State of New Hampshire shall assume no liability as may arise from such an association between the successful Vendor and any such eligible participants.

**CONTRACT TERM:**

The term of the contract shall commence August 1, 2020 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) year extension thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

**CONTRACT AWARD:**

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in section. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s). It is the intent of the state to award up to three contracts. DoIT software standards are awarded on a monthly basis. The State will request pricing from all awarded vendors and agencies will be instructed to purchase from the low quote for each month. For non-standard software and balance of product line, agencies will be required to obtain a quote from all awarded vendors; purchase order will be issued to the vendor with the lowest quote.

Successful Vendor shall not be allowed to require any other type of purchase order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

**Bid results may also be viewed on our website at <https://das.nh.gov/purchasing>**

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public.**

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the purchase contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>

- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

**BID PRICES:**

Bid prices shall remain firm for 180 days and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

**WARRANTY REQUIREMENTS:**

The successful Vendor shall be required to provide warranties on all equipment/items provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

**ABILITY TO PROVIDE:**

Successful Vendor shall be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution.

**ORDERING PROCEDURE:**

The Bureau of Purchase and Property shall issue purchase orders on behalf of the State agencies with a value over \$500.00.

Agencies may place orders with a total value of \$500.00 or less by using a State of New Hampshire purchasing card (P-card). All orders over \$500.00 must have NH Department of Information Technology approval. At time of order placement, the agency shall indicate the payment method of P-Card.

Vendor shall be capable of accepting orders via telephone, web, E-mail and Fax.

Eligible participants will utilize their own individually established ordering procedures.

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.



**ESTIMATED USAGE:**

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

**USAGE REPORTING:**

The successful Vendor shall be required to submit (at a minimum) a monthly, quarterly and annual usage report for analysis for each state agency or eligible participant. An agency contract distribution list will be provided to the vendor for distribution of reports. Vendor must have the ability to create custom or on demand reports, as requested by SoNH. Vendor must have the ability to stored adhoc reports for future use. Vendor must have the ability to globally modify agreed to fields and own the reasonability to make changes as needed i.e. incorrect agency name, change in agency name. Vendor must use a consistent agency naming convention for reports, a master agency name list will be provided to the vendor. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Jennifer Jack and sent electronic to Jennifer.Jack@DAS.NH.GOV. At a minimum, the Report shall include:

- Contract Number
- Purchase Order Number – P-Card Payment Transaction Number
- Invoice Number and Invoice Date
- Utilizing Agency and Eligible Participant with consistent agency naming convention. The SoNH will provide master agency name list to vendor.
- All Products Purchased (showing the manufacturer, item description, manufacturer part number, Quantity, Unit Price, Extended Price and Total Cost of all Products Purchased
- Order date
- Ship date
- Bill to and Ship to Information
- Total Cost of all Products Purchased. Ability to sort by agency/eligible participant.
- Ability to add categories for sorting purposes as requested by SoNH Preferred in Excel and online real-time formats
- License expiration date reminders
- Order shipment status
- Multi-year license procurement roadmap
- Monthly Customer Service Metrics
- For all enterprise agreements where a variety of agencies are purchasing under one agreement a report must be provided that clearly shows, per enterprise agreement, which agency the purchase was made, the PO number, unit/total cost and the licensing type. In addition to the renewal date for each agreement.

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for the agency.

**RETURNED GOODS:**

The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.



**DELIVERY TIME:**

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within ten (10) business days from the placement of the order.

The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

**PAYMENT:**

**Payments shall be made via Procurement Card (P-card = Credit Card) without increase to prices** (Unless otherwise specified by the state of New Hampshire). Eligible participants shall negotiate their own payment methods with awarded vendor.

P-Card payment: receipt to the agency containing the following information:

- Purchase Order Number
- Cross match to Purchase Order number with P-Card payment / transaction number
- Description of item(s) purchased
- Unit cost
- Total cost

**INVOICING:**

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the agency's name, quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

**TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

**VENDOR'S BALANCE OF PRODUCT LINE ITEMS**

The items in each category include the items most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the state may purchase other items in relation to the bid description from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

**SPECIFICATION COMPLIANCE:**

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturers and/or product numbers indicated are the only ones that are acceptable under this bid invitation.

The software reseller must be a Microsoft Government Large Account Reseller (LAR) and must be able to manage and provide the administration of volume-licensing agreements, end user license agreements and other documents (as requested) with several other software publishers at no cost to the State of New Hampshire. Reseller must be able to provide software, presales assistance and documentation. Additionally, the software reseller will provide software that is not available through volume license agreements.

The State of New Hampshire's current Microsoft Select Plus Agreement is number 54266132.

**PRICING QUOTATIONS**

The State expects to receive pricing quotations within one (1) business day. Quotes shall be honored for thirty (30) calendar days unless there are special circumstances. These special exceptions shall be clearly noted as part of any quotation.

Vendors shall utilize a system of alphanumeric identification of their quotations so that they may be referred to by that I.D. number for purposes of ordering or other means of communication.

If there is a price decrease between the time of the quote and the time of receipt of the Purchase Order the vendor shall invoice at the new lower price.

Vendors shall offer a procedure for researching and sourcing products that are not part of their balance of product line. Vendors shall apply the same pricing model as agreed to under the contract.

Vendor is responsible for maintaining customer service metrics including but not limited to the below:

- Time to return a phone call is 4 business hours.
- Time to respond to an email is 4 business hours.
- Time to provide a quote is one (1) business day.

**CUSTOMER SUPPORT SERVICES**

The successful vendor shall provide both pre- and post-sales support for all software purchased against any awarded Contract. The Vendor shall have a central contact point, available during normal working hours (7:30 - 4:30 EST Monday through Friday, for resolving customer support problems.

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

- Product Quotes
  - Recommended bundle purchases i.e. new PC software
  - Monthly standard product quote
- Product Research- Written advice in locating software packages to serve a specific need
- Product Recommendation- Written advise on selecting the correct product from a product line
- Product Specifications
- Written Analysis and advice with making decision between SaaS and premise-based software
- Advice on whether to buy "upgrade protection"
- Assistance with true ups
- Assistance with modeling – if we added 10 more license x, would that put us in a better discount tier?
- Guide us to proper volume purchases based on knowledge of the available discount tiers.
- Recommendation on item to purchase when multiple levels exist i.e. Standard SQL or Enterprise SQL
- Assistance with co-termining services
- Provide Total Cost of Ownership (TCO) analysis for a solution based on vendors roadmaps advising when changes are in our best interest factoring in enterprise standards and volume licensing
- Provided P&P Monthly updates by 1<sup>st</sup> of the month on the SoNH standard software offerings
- Recommend changing standard version when appropriate to achieve the best TCO possible

- Provide industry trend analysis specific to software purchased by SoNH
- Assistance to State Agencies in configuring systems that best meet their needs.

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

- Thorough understanding SoNH portfolio and Quarterly onsite Business Reviews to discuss:
  - Standard Product Line to validate we are leveraging the best solutions and pricing.
  - Past Quarter Purchases by spend, by category, by days to ship etc.
  - Service levels metrics
  - Licenses due to expire
  - Update on any licensing structure changes
  - True-up's due following quarter
  - Roadmap reviews for expiring versions, volume purchases etc.
  - Industry Trends
  - Recommended cost savings, product standardization
  - Review and recommendation on leveraging Software Assurance benefits
- Review of SoNH monthly orders and overall portfolio to make certain we are purchasing correct items i.e. SQL Standard vs. SQL Enterprise
- Delivery Information-delivery status including backorders
- Product Return
- Invoice/Billing Issues
- Facilitate Resolution of Product Problems
- On-site Manufacturer Representation
- License Tracking
- Maintenance Tracking
- Archive reports – 6 years purchase history or as long as we are doing business with vendor
- Renewal reminders-{3 months minimum in advance of expiration and monthly thereafter until an order is placed, unless otherwise advised.} Allow alerts to be configurable based on product.

Other Services:

- One-on-one training for any tool recommended by the vendor to track or report purchases.
- Batching of individual State Purchase Orders to meet manufacturer minimum quantities to achieve best pricing or to reach more advantageous discount levels.
- Manage the placement of State Purchase Orders for license renewals so as to delay the expenditure of funds until as close to the renewal date as is reasonably possible.
- Provide State of NH renewal information to new vendors as appropriate.
- Include maintenance commencement date and termination date on all invoices.
- Responsible for thorough understanding of manufacture agreements, Enterprise Agreements, Select Agreements etc. and can completed the paperwork required. Vendor must also have the ability to administer said agreements on behalf of SoNH i.e. Volume License Agreements (VLA).

**MINIMUM ORDERS:**

There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

**OFFER:**

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

- **See Attachment A**

**Attachment A must be completed. In order or your bid to be found compliant, you must bid on 75% of items listed in the offer sheet (Attachment A).**

**OFFER SHEET WILL BE ATTACHMENT A (SPEARATE FROM THIS DOCUMENT).** For best results, open in FireFox or Internet Explorer and not Chrome web browser. When open in Adobe, you will notice the attachments on the left side of your screen with a paperclip attachment for Excel. Quotes in lieu of a completed offer sheet will not be accepted.

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

<u>Khawar Abbasi</u> Contact Person	<u>253-545-7348</u> Local Telephone Number	<u>800-408-9663</u> Toll Free Telephone Number
<u>publicsector@zones.com</u> E-mail Address		<u>www.zones.com</u> Company Website
<u>Zones, LLC</u> Vendor Company Name	<u>1102 15th, Street sw. Suite 102 Auburn, WA 98001-6524</u> Vendor Address	

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

**Attachment A: Offer Sheet**

**Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided. In order for your bid to be found compliant, you must bid on 75% of items listed on the offer sheet (Attachment A)**

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

**ADDENDUM # 1 TO BID INVITATION # 2289-20**

Posted: 2/26/2020

**DATE OF BID CLOSING:** 02/28/20

**TIME OF BID CLOSING:** 10:30 AM (EST)

**FOR:** COMPUTER SOFTWARE RESELLER

**DATE OF BID CLOSING:**

**Presently Reads:** February 28, 2020 @ 10:30 AM (EST)

**Amend to Read:** March 27, 2020 @ 10:30 AM (EST)

**CLARIFICATION:**

**This request for bid is to find our next software contract reseller(s), we will be awarding up to three vendors. We are looking to award to a Microsoft LAR / VAR Government account reseller. The award sheet is based on what we purchased in the last three-year contract term. We are not purchasing anything on this list at this time; therefore, I cannot provide serial numbers, account number- etc.**

**Please note the offer sheet has been updated – please use the current version dated 2/26/2020!**

**Q1:** We have been informed that SnagIt 2018 (SNAGG01-18-E) is end of life. To accurately complete Attachment A, are offers permitted to quote its replacement— SNAGG99-20?

**A1:** Yes, the offer sheet has been updated to reflect this.

**Q2:** Page 7 of the solicitation states, “The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in section.” Will lowest cost be used to evaluate and award Sections 1 and 2 of Attachment separately, or will lowest cost be evaluated for Attachment A as a whole?

**A2:** Yes, bid will be awarded by section and up to three resellers. Section 1 is based on standard software and section 2 is based on various purchases made throughout the last contract term.

**Q3:** Will the quantities provided in Attachment A be spread over the life of the contract or are these quantities the State’s anticipated annual purchase?

**A3:** These quantities are based on the last contract term (3 years).

**Q4:** We have been informed that the State is currently working with Adobe to transition from a perpetual license model (which is requested in the solicitation) to a subscription-based model. Given this information, should we quote the Adobe products in Attachment A based on a perpetual license model, as noted in the solicitation, or a subscription-based model?

**A4:** Please quote based on what is listed in Attachment A, perpetual license model.

**Q5:** Attachment A requests pricing for “Dragon Professional Individual - (v. 15) - box pack - 1 user - local, state - DVD - Win - US English.” Nuance no longer provides boxed products for Dragon. The replacement is a downloadable version with no government pricing available. Will the State allow offers’ to quote this replacement product?

**A5:** Yes, quote for the downloadable version is acceptable. Attachment A Offer sheet has been updated to reflect this.

**Q6:** Please provide Red Hat contract numbers

**A7:** Red Hat has been removed from the Offer Sheet Attachment A

**Q7:** Please provide Bluebeam serial numbers

**A7:** This is not a renewal – please quote as new licenses.

**Q8:** Please provide Citrix NetScaler Org ID

**A8:** This is not a renewal – please quote as new license(s).

**Q9:**McAfee - Is this a new license or a renewal?

If it is a renewal, please provide the grant number.

**A9:** New license, however the grant number is 13852811-NA I

**Q10:** Citrix- What is the end user’s Org ID?

**A10:** This is not a renewal – please quote as new license(s).

**Q11:** Red Hat - Please provide the Red Hat acct#/ Login ID or contract number tied to these subscriptions.

Are these renewable subscriptions?

If so, what are the service dates?

**A11:** Red Hat has been removed from the Offer Sheet Attachment A

**Q12:** Adobe- Does the End User already have a VIP #?

Are these new licenses or renewals?

**A12:** We are looking for pricing for new licenses.

**Q13:** What is the grant number information for McAfee?

**A13:** 13852811-NA I

**Q14:** Is this a renewal for all software?

**A14:** The line items listed in Attachment A are new licenses. The renewals for Red Hat have been removed.

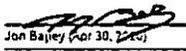
**Q15:** Please confirm can a vendor bid on some of the requested items or is it necessary to bid on all of them?

**A15:** Vendors must bid on 75% of the items listed in Attachment A

**PURCHASING AGENT:** Jennifer Jack  
**E: Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

**BIDDER** Zones, LLC **ADDRESS** 1102 15th Street SW, Suite 102 Auburn,

**BY**  WA 98001-6524  
Jon Bailey (for 30, 2004)

(this document must be signed)

**Jon Bailey VP, Business and Legal Affairs** **TEL. NO.** 253-545-7348

(please type or print name)

**Please visit:** <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

**ADDENDUM # 2 TO BID INVITATION # 2289-20**

Posted: 3/24/2020

**DATE OF BID CLOSING:** 02/27/2020

**TIME OF BID CLOSING:** 10:30 AM (EST)

**FOR:** COMPUTER SOFTWARE RESELLER

**DATE OF BID CLOSING:**

**Presently Reads:** March 27, 2020 @ 10:30 AM (EST)

**Amend to Read:** May 1, 2020 @ 10:30 AM (EST)

**PURCHASING AGENT:** Jennifer Jack  
**E: Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

**BIDDER** Zones, LLC **ADDRESS** 1102 15th Street SW, Suite 102 Auburn,

**BY**  WA 98001-6524

(this document must be signed)

**Jon Bailey, VP Business And Legal Affairs** **TEL. NO.** 253-545-7348

(please type or print name)

**Please visit:** <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.

**Zones, LLC's Exceptions to Bid for Invitation for Contract: Computer Software Reseller  
The State of New Hampshire Bid #2289-20**

<b>CONTRACT TERMS AND CONDITIONS</b>		
<b>Agreement Section</b>	<b>Reasons for Proposed Change</b>	<b>Suggested Change/Language</b>
6. INVOICING	Inspection and acceptance should occur at the time of delivery. Payment is due thirty days from date of invoice.	<u>Modify section as follows:</u> All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after <del>all services have been completed, or all items have been delivered, inspected and accepted</del> or the invoice has been received at the agency business office, <del>whichever is later.</del>
8. EVENT OF DEFAULT; REMEDIES	Zones agrees to the remedies specified except for allowing a right of set off against obligations owed. If a dispute arises regarding a default, the dispute should be limited to that default and not affect other transactions between the State and Zones.	<u>Delete Section 8.2.3.</u>
12. INDEMNIFICATION	Zones will indemnify for third party claims arising from its negligence.	<u>Modify this section as follows:</u> The contractor 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) damage to tangible property or personal injury resulting from the gross negligence <del>the acts or omissions</del> 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	As a reseller, Zones cannot indemnify the State for actions alleging patent infringement. However, Zones will pass on all publisher's agreements to indemnify for infringing software.	<u>Modify this section as follows:</u> The seller agrees to pass on any publisher commitment to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and <del>further agrees to</del> hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).
ADD NEW SECTION RETURN POLICY	The State may return products pursuant to Zones' return policy.	<u>Add the following section:</u> Any return of products shall be in accordance with Zones' return policy at <a href="http://www.zones.com/retumpolicy">www.zones.com/retumpolicy</a>
ADD NEW SECTION END USER LICENSE	The products may be subject to an end user license directly between publisher and the State.	<u>Add the following section:</u> EXCEPT AS OTHERWISE AGREED BY VENDOR, SOFTWARE PURCHASED HEREUNDER IS LICENSED DIRECTLY BY THE PUBLISHER TO THE STATE AND IS SUBJECT TO A SEPARATE END USER LICENSE AGREEMENT BETWEEN PUBLISHER AND THE STATE.
Add new section WARRANTY	As a reseller, Zones cannot warrant the products in question.	<u>Add the following section:</u> THE WARRANTY FOR PRODUCTS IS THE WARRANTY FROM THE MANUFACTURER ONLY. VENDOR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR REPRESENTATIONS

		RELATED TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.
Add new section LIMITATION OF LIABILITY	This language fences off the liability parties to a predictable level.	<u>Add the following section:</u> <u>VENDOR IS NOT LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES. THE MAXIMUM LIABILITY OF VENDOR, WILL BE THE TOTAL AMOUNT PAID TO VENDOR FOR THE PRODUCTS AND SERVICES GIVING RISE TO THE CLAIM.</u>
<b>BID INVITATION FOR: COMPUTER RESELLER SOFTWARE</b>		
Warranty Requirements	As a reseller, Zones does not independently warrant the products sold but will pass on all publisher warranties.	<u>Delete Section</u>

Client#: 581248

ZONESLLC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services NW, 601 Union Street, Suite 1000, Seattle, WA 98101. CONTACT NAME: [Blank], PHONE (A/C, No, Ext): 206 441-6300, FAX (A/C, No): 610-362-8530, E-MAIL ADDRESS: seattle.clcertrequest@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Property Cas. Co. of America (NAIC # 25674), INSURER B: Allmerica Financial Benefit Ins. Co. (NAIC # 41840), INSURER C: Phoenix Insurance Company (NAIC # 25623), INSURER D: [Blank], INSURER E: [Blank], INSURER F: [Blank].

COVERAGES CERTIFICATE NUMBER: 41 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (6303H376187), C AUTOMOBILE LIABILITY (BA1N23215A), A UMBRELLA LIAB (CUP1J648136), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WM2D89319400).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Please note that limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract. (See Attached Descriptions)

CERTIFICATE HOLDER: To Whom It May Concern. 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: [Signature]

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**DESCRIPTIONS (Continued from Page 1)**

Exhibit of Insurance

**Attachment A -Standard Licensing Offer Sheet UPDATED 2/26/2020**

Please note, quantify is based on current contract spend (3-year term)

The State of New Hampshire's current Microsoft Select Plus Agreement is number 54266132.

**Section 1- Software Standards**

Qty	Unit	Manufacturer	Part #	Description	Unit Price	Extended Price
83	EA	McAfee	CDBCDE-AA-AI	McAfee Complete Data Protection- License + 1 Year Gold Business Support - 1 node or 1 VDI server/ clients- GHE- Protect Plus, Associate- level A (11-25)- English	\$63.59	\$5,277.97
11,018	EA	Microsoft	79P-05746	Microsoft Office Professional Plus 2019 - License - 1 PC - Select Plus -Win- Single Language	\$355.61	\$3,918,110.98
1,350	EA	Microsoft	021-10626	Microsoft Office Standard 2019- License- 1 PC- Select Plus- Win- Single Language	\$259.38	\$350,163.00
119	EA	Microsoft	076-05846	Microsoft Project Standard 2019-License -1 PC-Select Plus - Win -Single Language	\$399.87	\$47,584.53
1,289	EA	Microsoft	381-04518	Microsoft Exchange Server 2019 Standard CAL- License- 1 User CAL- Volume - Win -Single Language	\$61.38	\$79,118.82
1,556	EA	Microsoft	PGI-00904	Microsoft Exchange Server 2019 Enterprise CAL- License- 1 Device CAL- OLP- Government- without services-Win- Single Language	\$29.30	\$45,590.80
122	EA	Acro	C201	Cute PDF Pro 3.X (Plus From Filler)	\$29.37	\$3,583.14
95	EA	Microsoft	D86-05885	Microsoft Visio Standard 2019 - License-1 PC-Select Plus- Win- Single Language	\$172.20	\$16,359.00
195	EA	Microsoft	D87-07516	Microsoft Visio Professional 2019- License - 1 PC- Select Plus- Win- Single Language	\$342.71	\$66,828.45
1,298	EA	Microsoft	R18-00129	Microsoft Windows Server- License & Software Assurance- 1 Device CAL- Select- Select Plus -Single Language - Coverage through 8/31/22 (32 Months)	\$35.57	\$46,169.86
7,523	EA	Microsoft	R18-00130	Microsoft Windows Server- License & Software Assurance -1 User CAL-Select- Select Plus -Single Language Coverage through 8/31/22 (32 Months)	\$44.98	\$338,384.54
12	EA	Microsoft	9EM-00681	Microsoft Windows Server 2019 Standard License 2 Cores Software ESD	\$71.15	\$853.80
245	EA	Adobe	65301106AF01A00	Adobe Acrobat Pro 2019- License- 1 User - GOV- TLP- Level 1 (1+)- Win, Mac- Universal English	\$109.14	\$26,739.30
31	EA	Adobe	65301088AF01A00	Adobe Acrobat Standard 2017-License- 1 User- Gov- TLP-Level 1 (1+)- Win- Universal- English	\$72.41	\$2,244.71
<b>Total Section 1</b>						<b>\$4,947,008.90</b>
<b>Section 2- Miscellaneous Software</b>						
79	EA	Adobe	65291080BC01A12	Adobe Creative Cloud for teams - All Apps - Team Licensing Subscription New (monthly) - 1 user - GOV - Value Incentive Plan - level 1 (1-9) - Win, Mac - Multi North American Language	\$839.52	\$66,322.08
6	EA	Allround Automations	8994.1	PL/SQL DEVELOPER	\$165.19	\$991.14

50	EA	Bluebeam Software	893645001217 50-99	Bluebeam Revu Standard Edition - License - 1 seat - volume - 50-99 licenses - ESD - Win	\$323.73	\$16,186.50	
2	EA	Citrix	3013076-EZ	Citrix NetScaler VPX 10 Platinum Edition - License - 1 virtual machine - Easy License	\$15,919.88	\$31,839.76	
5	EA	Nuance Communications	K809A-S00-15.0	Dragon Professional Individual - (v. 15) - 1 user - local, state - Download - Win - US English	\$246.84	\$1,234.20	
29	EA	TechSmith	SNAGG99-20	Snagit 2020 - License - 1 user - GOV, non-profit - ESD - Win, Mac	\$23.42	\$679.18	
5	EA	SAP America Inc.	7018789-1T2	SAP Crystal Reports 2016 Win Named User Licence (1-2)	\$396.49	\$1,982.45	
<b>Total Section 2</b>							<b>\$119,235.31</b>