



45 MLC

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

**Denis Goulet**  
 Commissioner

September 28, 2023

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

**REQUESTED ACTION**

Pursuant to MOP 150 VII (C), authorize the Department of Information Technology (DoIT) to purchase Certificate Management Software from Red River Technology LLC (VC #157937) of Claremont, NH in the amount of \$496,893.08 for implementing the cybersecurity zero trust initiative effective upon Governor and Council approval through October 1, 2025.

Source of funds: 100% ARP Federal Funds

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	JOB #	Total
01-03-03-030010-24600000-Department of Information Technology-ARP Critical Infrastructure-038-500177-Technology Software	00FRF602PH0301A	\$496,893.08

**EXPLANATION**

DoIT is requesting approval to purchase Certificate Management Software, also known as Public Key Infrastructure (PKI) from Red River Technologies. Red River possesses the unique knowledge to assist with integrating this solution with our current eNHance Network program, which would not be the case for any of the other reseller partners in NH. In addition, the State of NH will enjoy a substantial discount of at least \$78,000 compared to the bids we received from the State of NH standard SW resellers.

Cybersecurity risks have increased since the start of our Network Technology upgrades and the requested action will help us adapt to those changes to better protect the security and privacy of citizen data. This contract with Red River will provide the State of New Hampshire with the software solution as well as the necessary installation and testing.

The Department of Information Technology respectfully request approval of this contract.

Respectfully submitted,

Denis Goulet  
 Commissioner DOIT



RFQ Summary

RFQ Description	Managed PKI Services	Requisition#	233748
Agency	Department of Information Technology	RID#	80227

Quantity	UOM	ITEM #	DESCRIPTION	Dell Marketing LP	Red River Technology LLC	IT Zones LLC	SHI International Corp	CDW-G
				Extended Cost	Extended Cost	Extended Cost	Extended Cost	Extended Cost
1	ea	AVX-IS	APPVIEWX IMPLEMENTATION SERVICES-ONE TIME - YEAR 1		\$ 10,000.00	\$ 9,153.00	\$ 9,278.35	
20,000	ea	CERT-SAAS-P-DVC	APPVIEWX CERT+SAAS PLATFORM FOR MANAGING DEVICE CERTIFICATE INSTANCES - YEAR 1	NO BID	\$ 88,600.00	\$ 108,000.00	\$ 109,400.00	NO RESPONSE
1,000	ea	CERT-SAAS-P-SVR	APPVIEWX CERT+SAAS FULL LIFECYCLE MGMT CLAS SERVER CERTIFICATES - YEAR 1		\$ 59,990.00	\$ 78,440.00	\$ 79,520.00	
2	ea	CERT-SAAS-ADD-CA	APPVIEWX CERT+SAAS ADDON - CA CLAS ISSUING CA - YEAR 1		\$ 22,856.54	\$ 23,244.96	\$ 23,563.30	
20,000	ea	CERT-SAAS-ADD-PKI	APPVIEWX SUBSCRIPTION FOR ISSUING/RENEWING/REISSUING CERTS ACROSS ALL PKI+ PRIVATE CAS - YEAR 1		\$ 72,000.00	\$ 73,200.00	\$ 74,200.00	
20,000	ea	CERT-SAAS-P-DVC	APPVIEWX CERT+SAAS PLATFORM FOR MANAGING DEVICE CERTIFICATE INSTANCES - YEAR 2		\$ 88,600.00	\$ 108,000.00	\$ 109,400.00	
1,000	ea	CERT-SAAS-P-SVR	APPVIEWX CERT+SAAS FULL LIFECYCLE MGMT CLAS SERVER CERTIFICATES - YEAR 2		\$ 59,990.00	\$ 78,440.00	\$ 79,520.00	
2	ea	CERT-SAAS-ADD-CA	APPVIEWX CERT+SAAS ADDON - CA CLAS ISSUING CA - YEAR 2		\$ 22,856.54	\$ 23,244.96	\$ 23,563.30	
20,000	ea	CERT-SAAS-ADD-PKI	APPVIEWX SUBSCRIPTION FOR ISSUING/RENEWING/REISSUING CERTS ACROSS ALL PKI+ PRIVATE CAS - YEAR 2		\$ 72,000.00	\$ 73,200.00	\$ 74,200.00	
<b>TOTAL</b>					<b>\$ 496,893.08</b>	<b>\$ 574,922.92</b>	<b>\$ 582,644.95</b>	



RFQ Summary

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

**Recommendation Summary (Applicable for Contracts Only)**

Statewide Contract or Amendment	Purchase Order		
Term of Contract	N/A		
Price Limitation	N/A		
Number of Solicitations Received	3		
Number of Sourced Bidders	5		
Number of NIGP Vendors	N/A		
Number of Bid Declines (with P-37 Checklist Complete)	0		
D&B Report Attached			
Terms of Payment (P-card/ACH)			
FOB Delivered			
Expiring Contract Price Limitation			
Total Cost Savings (\$/%)	\$	%	Increase/Savings

Special Notes:

**DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
CONCORD, NEW HAMPSHIRE 03301-6398**

DATE: Sep 25, 2023

TO: CHARLES ARLINGHAUS, COMMISSIONER  
DEPT. OF ADMINISTRATIVE SERVICES

Requester: <b>C. Capelle</b>	Agency: <b>DoIT</b>
Commodity: <b>IT Infrastructure</b>	Vendor: <b>Red River 157937</b>
RFB/RFP/RFQ (if applicable) <b>N/A</b>	Contract: <b>N/A</b>
Est. Amount: <b>496,893.08</b>	

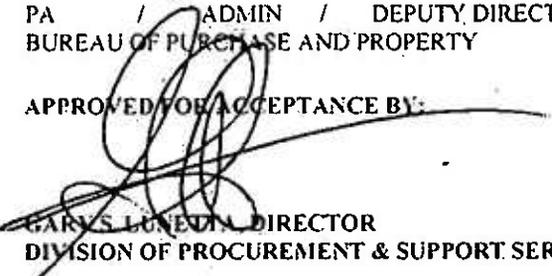
PERMISSION IS HEREBY REQUESTED TO WAIVE THE MANDATORY STATEWIDE CONTRACT USAGE PROVISION OF RSA 21-I:17-C, AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Department of Information Technology (DoIT) is requesting to purchase a Public Key Infrastructure (PKI) system through Red River Technology LLC (V#157937) for \$496,893.08. The intent of this purchase is to implement an appropriate solution to address our cybersecurity zero trust initiative, by validating the authenticity of devices connected or connecting to the State network. Cybersecurity requirements have changed since the start of Network Technology upgrades, and the PKI solution best aligns with the current approach. Red River possesses the knowledge to assist with integrating the PKI solution into our Network ecosystem, which would not be the case for any of the other reseller partners in NH. In addition, the State of NH will enjoy a substantial discount of \$78,029.84 above and beyond standard discounts. DoIT is requesting to purchase the Public Key Infrastructure solution through Red River, which is in the best interest of the State.

SUBMITTED FOR ACCEPTANCE BY:

  
PA / ADMIN / DEPUTY DIRECTOR  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

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

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 9.26.23



**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*

From: Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

To: Department of Administrative Services  
25 Capitol Street  
Concord, NH 03301

September 25, 2023

Re: Request to Waive Ordering Procedure for Contract 8001458

Department of Information Technology (DoIT) is requesting to purchase a Public Key Infrastructure (PKI) system through Red River Technology LLC (V#157937) for \$496,893.08.

The intent of this purchase is to implement an appropriate solution to address our cybersecurity zero trust initiative, by validating the authenticity of devices connected or connecting to our network. Our cybersecurity requirements have changed since the start of our Network Technology upgrades, and the PKI solution best aligns with our current approach.

Red River possesses the knowledge to assist with integrating the PKI solution into our Network ecosystem, which would not be the case for any of the other reseller partners in NH. In addition, the State of NH will enjoy a substantial discount of \$78,029.84 above and beyond our standard discounts.

Based on our review and opportunity of this cost-savings, DoIT is requesting to purchase the Public Key Infrastructure solution through Red River, which is in the best interest of the State.

Thank you for your consideration.

Sincerely,

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Denis Goulet  
Commissioner/CIO  
Department of Information Technology

# Red River

STATE OF NEW HAMPSHIRE  
 David Heafey  
 25 CAPITOL STREET  
 CONCORD, NH 03301  
 David.S.Heafey@doit.nh.gov

QUOTE NUMBER  
**OP-0077429-10**

Quote Date: 8/24/2023	RFQ:
Contract:	OPEN MARKET
Quote Name: PKI+, CERT+ 1000 server 2 certs -2	
Quote Valid Until: 10/31/2023	

## THANK YOU FOR YOUR INTEREST.

We are pleased to provide you with the following quote per your request. If you need additional services for ongoing product support, please contact us.

## YOUR ACCOUNT TEAM

Amy Shambo  
 amy.shambo@redriver.com  
 +1-603-504-3817

Helen Hewes  
 Helen.Hewes@redriver.com  
 +1-603-442-5580

LEAD TIME	SHIP VIA	F.O.B.	TERMS
30 DAYS ARO	GRD SHIP	FOB Origin	NET 30

*Lead times are based on the most current information available and are subject to change as situations impacting our Secure Supply Chain evolve.*

LINE #	ITEM #	DESCRIPTION	QTY	PRICE	EXT. PRICE
<b>YEAR 1 PRICING</b>					
1	AVX-IS	APPVIEWX IMPLEMENTATION SERVICES-ONE TIME	1	\$10,000.00	\$10,000.00
2	CERT-SAAS-P-DVC	APPVIEWX CERT+ SAAS PLATFORM FOR MANAGING DEVICE CERTIFICATE INSTANCES	20,000	\$4.43	\$88,600.00
3	CERT-SAAS-P-SVR	APPVIEWX CERT+ SAAS FULL LIFECYCLE MGMT CLAS SERVER CERTIFICATES	1,000	\$59.99	\$59,990.00
4	CERT-SAAS-ADD-CA	APPVIEWX CERT+ SAAS ADDON - CA CLAS ISSUING CA	2	\$11,428.27	\$22,856.54
5	CERT-SAAS-ADD-PKI	APPVIEWX SUBSCRIPTION FOR ISSUING/RENEWING/REISSUING CERTS ACROSS ALL PKI+ PRIVATE CAS	20,000	\$3.60	\$72,000.00

YEAR 2 PRICING					
6	CERT-SAAS-P-DVC	APPVIEWX	20,000	\$4.43	\$88,600.00
CERT+ SAAS PLATFORM FOR MANAGING DEVICE CERTIFICATE INSTANCES					
7	CERT-SAAS-P-SVR	APPVIEWX	1,000	\$59.99	\$59,990.00
CERT+ SAAS FULL LIFECYCLE MGMT CLAS SERVER CERTIFICATES					
8	CERT-SAAS-ADD-CA	APPVIEWX	2	\$11,428.27	\$22,856.54
CERT+ SAAS ADDON - CA CLAS ISSUING CA					
9	CERT-SAAS-ADD-PKI	APPVIEWX	20,000	\$3.60	\$72,000.00
SUBSCRIPTION FOR ISSUING/RENEWING/REISSUING CERTS ACROSS ALL PKI+ PRIVATE CAS					
2 Year commitment with an upfront payment of the Subscription Term in advance					
				<b>TOTAL</b>	\$496,893.08

## WE WELCOME YOUR FEEDBACK.

Please complete our customer survey at [redriver.com/customer-survey](http://redriver.com/customer-survey).

\*Attention Contracting\* Domestic Orders placed against this quote may be subject to state sales tax (if applicable) unless your organization's tax exemption certificate for the appropriate state(s) is included in your order. This quote is provided in accordance with FAR Part 13, 14, or 15. This quote is valid for 30 days unless otherwise noted within this quote. For terms and conditions please visit:

[Terms and Conditions](#)

For OEM Terms/EULA please visit:

### REMIT TO:

Red River Technology LLC  
PO Box 780924  
Philadelphia, PA 19178-0924



Quote # 8252023NH | APPVIEWX

Zones, LLC.  
1102 15th Street SW, Suite 102  
Auburn, WA 98001-6524

Date 8/25/2023  
Expires 9/24/2023

To Ken Weeks  
[Kenneth.L.weeksiii@doit.nh.gov](mailto:Kenneth.L.weeksiii@doit.nh.gov)  
State of New Hampshire

From Zaigham Ismail  
[publicsector@Zones.com](mailto:publicsector@Zones.com)  
(253) 545-7500

Shipping Method	Payment Terms
FOB Destination	Net 30 Days

SR#	Part #	DESCRIPTION	Qty.	Unit Price	Ext Price
<b>Year 1</b>					
1	AVX-IS	AppViewX Implementation Services	1	\$9,153.00	\$9,153.00
2	CERT-SAAS-P-DVC	Year 1 CERT+ SAAS PLATFORM FOR MANAGING DEVICE CERTIFICATE INSTANCES	20000	\$5.40	\$108,000.00
3	CERT-SAAS-P-SVR	Year 1 CERT+ SAAS FULL LIFECYCLE MGMT CLAS SERVER CERTIFICATES	1000	\$78.44	\$78,440.00
4	CERT-SAAS-ADD-CA	Year 1 CERT+ SAAS ADDON - CA CLAS ISSUING CA	2	\$11,622.48	\$23,244.96
5	CERT-SAAS-ADD-PKI	Year 1 SUBSCRIPTION FOR ISSUING/RENEWING/REISSUING CERTS ACROSS ALL PKI+ PRIVATE CAS	20000	\$3.66	\$73,200.00
SUBTOTAL					\$292,037.96
<b>Year 2</b>					
1	CERT-SAAS-P-DVC	Year 2 CERT+ SAAS PLATFORM FOR MANAGING DEVICE CERTIFICATE INSTANCES	20000	\$5.40	\$108,000.00
2	CERT-SAAS-P-SVR	Year 2 CERT+ SAAS FULL LIFECYCLE MGMT CLAS SERVER CERTIFICATES	1000	\$78.44	\$78,440.00
3	CERT-SAAS-ADD-CA	Year 2 CERT+ SAAS ADDON - CA CLAS ISSUING CA	2	\$11,622.48	\$23,244.96
4	CERT-SAAS-ADD-PKI	Year 2 SUBSCRIPTION FOR ISSUING/RENEWING/REISSUING CERTS ACROSS ALL PKI+ PRIVATE CAS	20000	\$3.66	\$73,200.00
SUBTOTAL					\$282,884.96
TOTAL					\$574,922.92

Please note:  
This quote is exclusive of tax  
Delivery: 4-5 working days ARO

THANK YOU FOR YOUR BUSINESS!



Pricing Proposal  
Quotation #: 23868594  
Created On: 8/25/2023  
Valid Until: 10/31/2023

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## NH-Department of Information Technology

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### Ken Weeks

21 S FRUIT ST STE 10

Concord, NH 03301

United States

Phone: 6032714975

Email: Kenneth.L.WeeksIII@doit.nh.gov

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## Account Executive

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### Molly Greaves

21 Route 2 E

Danville, VT 05828

Phone: 512-569-8022

Email: Molly\_Greaves@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CERT+ SAAS FULL LIFECYCLE MGMT CLAS DEVICE CERTIFICATES AppViewX, Inc. - Part#: CERT-SAAS-P-DVC Contract Name: Computer Software Reseller Contract #: 8002720 Note: Software, YEAR 1	20000	\$5.47	\$109,400.00
2 IMPLEMENTATION SERVICES PACKAGECBT AppViewX, Inc. - Part#: AVX-IS Contract Name: Computer Software Reseller Contract #: 8002720 Note: Software, YEAR 1	1	\$9,278.35	\$9,278.35
3 CERT+ SAAS FULL LIFECYCLE MGMT CLAS SERVER CERTIFICATES AppViewX, Inc. - Part#: CERT-SAAS-P-SVR Contract Name: Computer Software Reseller Contract #: 8002720 Note: Software, YEAR 1	1000	\$79.52	\$79,520.00
4 CERT+ SAAS ADDON - CA CLAS ISSUING CA AppViewX, Inc. - Part#: CERT-SAAS-ADD-CA Contract Name: Computer Software Reseller Contract #: 8002720 Note: Software, YEAR 1	2	\$11,781.65	\$23,563.30
5 CERT+ SAAS ADDON - PKI CLAS CERTIFICATE ISSUANCE AppViewX, Inc. - Part#: CERT-SAAS-ADD-PKI Contract Name: Computer Software Reseller	20000	\$3.71	\$74,200.00

Contract #: 8002720  
Note: Software, YEAR 1

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6	CERT+ SAAS FULL LIFECYCLE MGMT CLAS DEVICE CERTIFICATES	20000	\$5.47	\$109,400.00
	AppViewX, Inc. - Part#: CERT-SAAS-P-DVC Contract Name: Computer Software Reseller Contract #: 8002720 Note: Software, YEAR 2			
7	CERT+ SAAS FULL LIFECYCLE MGMT CLAS SERVER CERTIFICATES	1000	\$79.52	\$79,520.00
	AppViewX, Inc. - Part#: CERT-SAAS-P-SVR Contract Name: Computer Software Reseller Contract #: 8002720 Note: Software, YEAR 2			
8	CERT+ SAAS ADDON - CA CLAS ISSUING CA	2	\$11,781.65	\$23,563.30
	AppViewX, Inc. - Part#: CERT-SAAS-ADD-CA Contract Name: Computer Software Reseller Contract #: 8002720 Note: Software, YEAR 2			
9	CERT+ SAAS ADDON - PKI CLAS CERTIFICATE ISSUANCE	20000	\$3.71	\$74,200.00
	AppViewX, Inc. - Part#: CERT-SAAS-ADD-PKI Contract Name: Computer Software Reseller Contract #: 8002720 Note: Software, YEAR 2			

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Subtotal	\$582,644.95
Total	\$582,644.95

#### Additional Comments

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

From: [Galgano, Joseph](#)  
 To: [Weeks, Ken](#)  
 Subject: RE: Request for Quote - APPVIEWX PKI Services  
 Date: Thursday, August 24, 2023 3:19:46 PM

**EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.**

Hi Ken,  
 Thank you for including me in this bid request. Unfortunately, Dell is not able to sell this solution at this time. Have a great day.

**Joe Galgano**  
 Dell Technologies | SLED  
 Cloud Software & Security  
 Office : 512-720-3815  
[Joseph.Galgano@Dell.com](mailto:Joseph.Galgano@Dell.com)

Internal Use - Confidential  
 From: Weeks, Ken <[Kenneth.L.WeeksIII@doit.nh.gov](mailto:Kenneth.L.WeeksIII@doit.nh.gov)>  
 Sent: Thursday, August 24, 2023 8:50 AM  
 Subject: Request for Quote - APPVIEWX PKI Services

[EXTERNAL EMAIL]

Good morning, Everyone!

Request a quote no later than 1 SEPT for the APPVIEWX services outlined below. Please note, this is for a two-year term with the expectation that renewal will occur at the end of the term via a different funding source.

Quantity	APPVIEWX Part #	Description	Unit Cost	Total Cost
1	AVX-IS	AppViewX Implementation Services		\$0.00
20000	CERT-SAAS-P-DVC	Year 1 CERT+ SAAS PLATFORM FOR MANAGING DEVICE CERTIFICATE INSTANCES		\$0.00
1000	CERT-SAAS-P-SVR	Year 1 CERT+ SAAS FULL LIFECYCLE MGMT CLAS SERVER CERTIFICATES		\$0.00
2	CERT-SASS-ADD-CA	Year 1 CERT+ SAAS ADDON - CA CLAS ISSUING CA		\$0.00
20000	CERT-SAAS-ADD-PKI	Year 1 SUBSCRIPTION FOR ISSUING/RENEWING/REISSUING CERTS ACROSS ALL PKI+ PRIVATE CAS		\$0.00
20000	CERT-SAAS-P-DVC	Year 2 CERT+ SAAS PLATFORM FOR MANAGING DEVICE CERTIFICATE INSTANCES		\$0.00
1000	CERT-SAAS-P-SVR	Year 2 CERT+ SAAS FULL LIFECYCLE MGMT CLAS SERVER CERTIFICATES		\$0.00
2	CERT-SASS-ADD-CA	Year 2 CERT+ SAAS ADDON - CA CLAS ISSUING CA		\$0.00
20000	CERT-SAAS-ADD-PKI	Year 2 SUBSCRIPTION FOR ISSUING/RENEWING/REISSUING CERTS ACROSS ALL PKI+ PRIVATE CAS		\$0.00
			<b>Year 1 Total Cost</b>	<b>\$0.00</b>
			<b>Year 2 Total Cost</b>	<b>\$0.00</b>
			<b>Total Cost</b>	<b>\$0.00</b>

Thanks in advance...Ken

Ken Weeks  
 Chief Information Security Officer  
 State of New Hampshire  
 Department of Information Technology  
 27 Hazen Drive  
 Concord, NH 03301  
[www.nh.gov/doit/nh.gov](http://www.nh.gov/doit/nh.gov)



State of New Hampshire Purchase Order

**PURCHASE ORDER NUMBER**  
**1095253**  
 This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 09/25/2023  
 Status: DRAFT  
 Ship Via:  
 FOB: Destination  
 Freight Terms: Vendor Paid  
 Terms: Net 30  
 Due Days: 30

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

RED RIVER TECHNOLOGY LLC  
 21 WATER ST STE 500  
 CLAREMONT NH 03743

**Ship To:**  
 DEPT OF INFORMATION TECHNOLOGY  
 27 HAZEN DRIVE  
 CONCORD NH 03301

Phone: 603 442 5553  
 Fax: 9 1 603 448 8844

Agency Contact: jennifer.jack@doit.nh.gov

Vendor #: 157937  
 Contact: Helen Hewes

In accordance with Quote: OP-0077429-10

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before November 2, 2023 unless specified by line		
1	2.00	EA	2 CERT+ SAAS ADDON CA CLAS ISSUING CA Vendor Item Number: CERT-SASS-ADD-CA Vendor Item Desc:	11,428.27000	22,856.54
2	20,000.00	EA	2 CERT+ SAAS PLATFORM MANAGING DEVICE CERTIFICATE Vendor Item Number: CERT-SAAS-P-DVC Vendor Item Desc:	4.43000	88,600.00
3	20,000.00	EA	2 SUBSCRIPTION FOR ISSUING CERTS ACROSS ALL PKI+ Vendor Item Number: CERT-SAAS-ADD-PKI Vendor Item Desc:	3.60000	72,000.00
4	1.00	EA	APPVIEWX IMPLEMENTATION APPVIEWX IMPLEMENTATION Vendor Item Number: PART AVX-IS Vendor Item Desc:	10,000.00000	10,000.00
5	2.00	EA	2 CERT+ SAAS ADDON CA CLAS ISSUING CA Vendor Item Number: CERT-SASS-ADD-CA Vendor Item Desc:	11,428.27000	22,856.54
6	20,000.00	EA	2 CERT+ SAAS PLATFORM MANAGING DEVICE CERTIFICATE Vendor Item Number: CERT-SAAS-P-DVC Vendor Item Desc:	4.43000	88,600.00
7	20,000.00	EA	2 SUBSCRIPTION FOR ISSUING CERTS ACROSS ALL PKI+ Vendor Item Number: CERT-SAAS-ADD-PKI Vendor Item Desc:	3.60000	72,000.00
8	1,000.00	EA	2 CERT+ SAAS SERVER APPVIEWX Vendor Item Number: CERT-SAAS-P-SVR Vendor Item Desc:	59.99000	59,990.00
9	1,000.00	EA	2 CERT+ SAAS SERVER APPVIEWX Vendor Item Number: CERT-SAAS-P-SVR Vendor Item Desc:	59.99000	59,990.00
Purchase Order Summary					
				Goods Total:	\$496,893.08
				Order Total:	\$496,893.08

Buyer: Leo A Sorel  
 Phone: 603-271-2650  
 Process Level: 00300

**Total Amount: \$496,893.08**

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

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

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

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

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

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

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

7. **PERSONNEL.**

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

7.2. The person signing this agreement on behalf of the State, or his or her 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 regarding any further or other default on the part of the Vendor.

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

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

12. **INDEMNIFICATION.** The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

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

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

14. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

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

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

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

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