



# 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)

SW

mac

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

December 20, 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 to exercise a contract renewal option (Contract #8002856) with Spruce Technology Inc. (VC#281339), Clifton, NJ for Microsoft/Office 365/Azure cloud solutions professional services, by extending the completion date from December 31, 2023 to December 31, 2024 with no increase to contract price limitation of up to and not to exceed \$10,000,000 with one available one-year renewal option effective upon Governor and Executive Council approval. The original contract (Contract #8002856) was approved by Governor and Executive Council on March 23, 2021, item #82.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

As previously stated, the original contract (Contract #8002856) was approved by the Governor and Executive Council on March 23, 2021, item #82.

This current contract (Contract #8002856) requires vendors to respond to a Request for Quote (RFQ) and Statement of Work (SOW). The DAS, on behalf of a requesting State agency, issues the RFQ/SOW to all contractors. Each SOW details various requirements related to the services, planning and implementation of new projects. The project engagement will be based upon the lowest cost qualified quote. Project engagements under the agreements with a dollar value exceeding \$10,000 shall be brought before the Governor and Executive Council for approval prior to proceeding with the engagements. The DoIT has requested that the BoPP exercise the first one-year renewal of two allowable extensions as permitted by contract terms stated in Exhibit B, Scope of Services, based on continued and anticipated increased statewide agency need for Microsoft/Office 365/Azure cloud solutions professional services. The purpose of this request is to provide statewide services to agencies requiring assistance with ongoing and future projects, including automating business processes, providing prompt responses to tracking or delivering constituent needs, refining business operations based on access to insightful data,

securing information within compliance of State and Federal regulations, and deploying rapid solutions throughout the State of New Hampshire's IT Environment.

For this requested amendment, the BoPP, in collaboration with the DoIT, issued a request for information (RFI) 2024-373 on August 3, 2023, with responses due on August 24, 2023. This RFI reached 361 vendors through the NIGP electronic sourcing platform with an additional 18 directly sourced. 16 informational responses were received. Upon review of the submissions, it was determined that while the services would remain at the same qualification level, the price of services would result in an average of \$1,687 per hour, an increase of \$86 per hour over the current average hourly rate of pricing at \$1,601. These RFI results support the justification to extend the current contracts in place with no change to current terms or pricing as hourly rates for cloud service professionals have increased since the original contract approval.

The current, and 3 pending contract amendment extensions being requested are for:

1. Spruce Technology Inc. of Clifton, NJ (Contract #8002856)
2. Peridot Solutions, LLC of McLean, VA (Contract #8002854)
3. Presidio Networked Solutions LLC of Woburn, MA (Contract #8002858)
4. TRN Digital LLC d/b/a TRNDigital of Boston, MA (Contract #8002852)

Contract financials	
Average hourly rate from current contract terms	\$1,601
Average hourly rate from RFI respondents	\$1,687
Average hourly cost avoidance achieved with extension of current contract	\$86 (or 5%)

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with Spruce Technology Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

November 14, 2023

Charles M. Arlinghaus, Commissioner  
Department of Administrative Services  
State of New Hampshire  
25 Capitol Street – Room 100  
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 a contract amendment with Peridot Solutions, LLC, Persidio Networked Solutions, LLC, Spruce Technologies, Inc., and TRN Digital, LLC, as described below and referenced as DoIT No. 2021-041A.

The purpose of this request is to provide statewide services to agencies requiring assistance with ongoing and future projects, including automating business processes, providing prompt responses to tracking or delivering constituent needs, refining business operations based on access to insightful data, securing information within compliance of State and Federal regulations, and deploying rapid solutions throughout the State of New Hampshire's IT Environment.

The Total Price Limitation will not change and shall remain \$10,000,000, effective upon Governor and Executive Council approval through December 31, 2024.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd  
DoIT #2021-041A

cc: Rebecca Bolton, IT Manager



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

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

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

**Non-compliant**

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



RFI Summary

Bid Description	REQUEST FOR INFORMATION RELATIVE TO THE PROCESS OF Microsoft/Office 365/Azure Cloud Solutions Professional Services
RFI	# 2024-373
Agent Name	Corrine Tatro

RFI Results, Current Market Pricing

POSITION	Avg Hrly Rate	Hourly Rate	Arctic IT	CBTS	Clin D Cast	Cloud Navigator	Conway/Xerox	Digital Consultancy Group	Golden Five	Insight Global	US Cloud	TRN Digital	Simply iCard	RetroFit	OTSI
PROJECT MANAGER	\$ 156.27	\$ 145.00	\$ 206.00	\$ 165.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 40.00	\$ 175.00	\$ 130.00	\$ 259.00	\$ 150.00	\$ 130.00	\$ 215.00	\$ 110.00
M365&CS BUSINESS ANALYST	\$ 145.48	\$ 125.00	\$ 183.00	\$ 165.00	\$ 120.00	\$ 125.00	N/A	\$ 60.00	\$ 80.00	\$ 120.00	\$ 259.00	\$ 140.00	\$ 125.00	\$ 215.00	\$ 95.00
MICROSOFT/OFFICE 365 GLOBAL ADMINISTRATOR	\$ 154.29	\$ 135.00	\$ 229.00	\$ 195.00	\$ 120.00	\$ 150.00	\$ 200.00	\$ 90.00	\$ 125.00	\$ 105.00	\$ 299.00	\$ 120.00	\$ 120.00	\$ 215.00	\$ 85.00
COMPLIANCE ADMINISTRATOR	\$ 154.23	\$ 115.00	\$ 183.00	\$ 210.00	\$ 120.00	\$ 150.00	\$ 200.00	\$ 60.00	\$ 110.00	\$ 140.00	\$ 299.00	\$ 175.00	\$ 130.00	\$ 215.00	\$ 80.00
EXCHANGE ADMINISTRATOR	\$ 144.52	\$ 135.00	\$ 183.00	\$ 195.00	\$ 120.00	\$ 150.00	\$ 160.00	\$ 65.00	\$ 90.00	\$ 110.00	\$ 299.00	\$ 120.00	\$ 115.00	\$ 215.00	\$ 80.00
GROUPS ADMINISTRATOR	\$ 146.10	\$ 115.00	\$ 183.00	\$ 195.00	\$ 150.00	\$ 150.00	\$ 160.00	\$ 65.00	\$ 90.00	\$ 125.00	\$ 299.00	\$ 120.00	\$ 115.00	\$ 215.00	\$ 75.00
SHAREPOINT ADMINISTRATOR	\$ 142.84	\$ 135.00	\$ 183.00	\$ 195.00	\$ 140.00	\$ 150.00	\$ 160.00	\$ 70.00	\$ 85.00	\$ 125.00	\$ 299.00	\$ 120.00	\$ 125.00	N/A	\$ 75.00
DYNAMICS 365 ADMINISTRATOR	\$ 152.71	\$ 135.00	\$ 206.00	\$ 225.00	\$ 140.00	\$ 150.00	\$ 160.00	\$ 65.00	\$ 85.00	\$ 135.00	\$ 299.00	\$ 190.00	\$ 135.00	N/A	\$ 85.00
TEAMS ADMINISTRATOR	\$ 147.04	\$ 135.00	\$ 183.00	\$ 195.00	\$ 140.00	\$ 150.00	\$ 160.00	\$ 65.00	\$ 85.00	\$ 120.00	\$ 299.00	\$ 120.00	\$ 130.00	\$ 215.00	\$ 75.00
MICROSOFT TECHNICAL ARCHITECT	\$ 176.92	\$ 145.00	\$ 251.00	\$ 195.00	\$ 160.00	\$ 150.00	\$ 200.00	\$ 85.00	\$ 175.00	\$ 143.00	\$ 299.00	\$ 150.00	\$ 145.00	\$ 215.00	\$ 140.00
MICROSOFT LEAD PLATFORM DEVELOPERS	\$ 166.60	\$ 135.00	\$ 213.00	\$ 200.00	\$ 140.00	\$ 150.00	\$ 200.00	\$ 85.00	\$ 150.00	\$ 136.00	\$ 299.00	\$ 150.00	\$ 140.00	N/A	\$ 110.00
<b>Total Amount of Hourly Rates</b>	<b>\$ 1,687.00</b>	<b>\$ 1,455.00</b>	<b>\$ 2,203.00</b>	<b>\$ 2,135.00</b>	<b>\$ 1,500.00</b>	<b>\$ 1,625.00</b>	<b>\$ 1,750.00</b>	<b>\$ 750.00</b>	<b>\$ 1,250.00</b>	<b>\$ 1,389.00</b>	<b>\$ 3,209.00</b>	<b>\$ 1,555.00</b>	<b>\$ 1,410.00</b>	<b>\$ 1,720.00</b>	<b>\$ 1,010.00</b>

Current Pricing under Established Contracts

POSITION	Avg Hrly Rate	Hourly Rate	Spruce	Catapult	Presidio	TRN Digital	Windows Mgmt Expert	Peridot	Softchoice	Low	Avg Hrly Rate	High
PROJECT MANAGER	\$ 155.54	\$ 128.00	\$ 185.00	\$ 205.00	\$ 150.00	\$ 145.00	\$ 100.79	\$ 175.00	\$ 100.79	\$ 155.54	\$ 205.00	
M365&CS BUSINESS ANALYST	\$ 152.54	\$ 117.00	\$ 175.00	\$ 275.00	\$ 120.00	\$ 65.78	\$ 175.00	\$ 65.78	\$ 152.54	\$ 275.00		
MICROSOFT/OFFICE 365 GLOBAL ADMINISTRATOR	\$ 130.25	\$ 106.00	\$ 185.00	\$ 140.00	\$ 120.00	\$ 120.00	\$ 65.78	\$ 175.00	\$ 65.78	\$ 130.25	\$ 185.00	
COMPLIANCE ADMINISTRATOR	\$ 145.98	\$ 160.00	\$ 185.00	\$ 150.00	\$ 175.00	\$ 110.00	\$ 66.84	\$ 175.00	\$ 66.84	\$ 145.98	\$ 185.00	
EXCHANGE ADMINISTRATOR	\$ 126.27	\$ 106.00	\$ 175.00	\$ 130.00	\$ 120.00	\$ 110.00	\$ 67.90	\$ 175.00	\$ 67.90	\$ 126.27	\$ 175.00	
GROUPS ADMINISTRATOR	\$ 128.85	\$ 128.00	\$ 175.00	\$ 150.00	\$ 120.00	\$ 85.00	\$ 68.96	\$ 175.00	\$ 68.96	\$ 128.85	\$ 175.00	
SHAREPOINT ADMINISTRATOR	\$ 134.74	\$ 128.00	\$ 175.00	\$ 140.00	\$ 120.00	\$ 115.00	\$ 90.18	\$ 175.00	\$ 90.18	\$ 134.74	\$ 175.00	
DYNAMICS 365 ADMINISTRATOR	\$ 150.74	\$ 135.00	\$ 175.00	\$ 155.00	\$ 190.00	\$ 135.00	\$ 90.18	\$ 175.00	\$ 90.18	\$ 150.74	\$ 190.00	
TEAMS ADMINISTRATOR	\$ 141.57	\$ 117.00	\$ 235.00	\$ 150.00	\$ 120.00	\$ 125.00	\$ 68.96	\$ 175.00	\$ 68.96	\$ 141.57	\$ 235.00	
MICROSOFT TECHNICAL ARCHITECT	\$ 167.71	\$ 140.00	\$ 210.00	\$ 250.00	\$ 150.00	\$ 145.00	\$ 103.97	\$ 175.00	\$ 103.97	\$ 167.71	\$ 250.00	
MICROSOFT LEAD PLATFORM DEVELOPERS	\$ 167.00	\$ 135.00	\$ 210.00	\$ 250.00	\$ 150.00	\$ 145.00	\$ 103.97	\$ 175.00	\$ 103.97	\$ 167.00	\$ 250.00	
<b>Total Amount of Hourly Rates</b>	<b>\$ 1,601.19</b>	<b>\$ 1,400.00</b>	<b>\$ 2,085.00</b>	<b>\$ 1,995.00</b>	<b>\$ 1,555.00</b>	<b>\$ 1,355.00</b>	<b>\$ 893.31</b>	<b>\$ 1,925.00</b>	<b>\$ 1,601.19</b>			
Average cost avoidance compared to existing contract	\$86											
% impact	5%											

Recommendation Summary	
Statewide Contract or Amendment	Contract
Term of Contract	2
Price Limitation	Variable
Number of Responses Received	16
Number of Sourced bidders	7
Number of NIGP Vendors Sourced	361
Number of non-responsive bidders	352
Expiring Contract Price Limitation	Variable

Special Notes:	Upon review of the submissions, it was determined that while the services would remain at the same qualification level, the price of services would result in an average of \$1,687 per hour, an increase of \$86 per hour over the current average hourly rate of pricing at \$1,601.
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Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFI Summary

New Wave Telecom		MDS			
Hourly Rate	Hourly Rate	Low	Avg Hrly Rate	High	
\$ 125.39	\$ 200.00	\$ 40.00	\$ 156.27	\$ 259.00	
\$ 120.17	\$ 250.00	\$ 60.00	\$ 145.48	\$ 259.00	
\$ 130.62	\$ 150.00	\$ 85.00	\$ 154.29	\$ 299.00	
\$ 130.62	\$ 150.00	\$ 60.00	\$ 154.23	\$ 299.00	
\$ 125.39	\$ 150.00	\$ 65.00	\$ 144.52	\$ 299.00	
\$ 130.62	\$ 150.00	\$ 65.00	\$ 146.10	\$ 299.00	
\$ 130.62	\$ 150.00	\$ 70.00	\$ 142.84	\$ 299.00	
\$ 130.62	\$ 150.00	\$ 65.00	\$ 152.71	\$ 299.00	
\$ 130.62	\$ 150.00	\$ 65.00	\$ 147.04	\$ 299.00	
\$ 177.64	\$ 200.00	\$ 85.00	\$ 176.92	\$ 299.00	
\$ 141.07	\$ 250.00	\$ 85.00	\$ 166.60	\$ 299.00	
<b>\$ 1,473.38</b>	<b>\$ 1,950.00</b>		<b>\$ 1,687.00</b>		

**FIRST AMENDMENT TO THE CONTRACT  
 BETWEEN SPRUCE TECHNOLOGY INC AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR MICROSOFT/OFFICE 365/AZURE CLOUD SOLUTIONS PROFESSIONAL SERVICES  
 CONTRACT # 8002856**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 4th day of December, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Spruce Technology Inc (hereinafter referred to as "the Contractor") for Microsoft/Office 365/Azure Cloud Solutions Professional Services.

WHEREAS, pursuant to an agreement effective April 7, 2021 set to expire December 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Microsoft/Office 365/Azure Cloud Solutions Professional services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

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. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
  - 1.7 December 31, 2024
2. Paragraph 2 as set forth in Exhibit C (Pricing Structure) is deleted in its entirety and replaced with the following:
  2. Pricing Structure. Contractor shall provide the services at the not-to exceed hourly rates set forth in the table below.

Position	Hourly Rate
PROJECT MANAGER	\$128.00
M365&CS BUSINESS ANALYST	\$117.00
MICROSOFT/OFFICE 365 GLOBAL ADMINISTRATOR	\$106.00
COMPLIANCE ADMINISTRATOR	\$160.00
EXCHANGE ADMINISTRATOR	\$106.00
GROUPS ADMINISTRATOR	\$128.00
SHAREPOINT ADMINISTRATOR	\$128.00
DYNAMICS 365 ADMINISTRATOR	\$135.00
TEAMS ADMINISTRATOR	\$117.00
ADDITIONAL SUPPORT ROLES	\$117.00
MICROSOFT TECHNICAL ARCHITECT	\$140.00
SHAREPOINT ONLINE INFORMATION ARCHITECT	\$135.00
MICROSOFT LEAD PLATFORM DEVELOPERS	\$135.00

3. All other provisions of the Agreement, approved by the Governor and Executive Council on March 23, 2021, item #82, shall remain in full force and effect.

**Spruce Technology Inc**

By: S. Penumella  
S. Penumella (Dec 4, 2023 13:21 EST)

Srini Penumella  
(Print Name)

Title: CEO

Date: Dec 4, 2023

**STATE OF NEW HAMPSHIRE**

By: Charles M. Arlinghaus

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 12/6/23

**OFFICE OF THE ATTORNEY GENERAL**

By: Duncan A. Edgar

Duncan A. Edgar  
(Print Name)

Title: Attorney

Date: December 5, 2023

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

\_\_\_\_\_

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

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

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

# 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 SPRUCE TECHNOLOGY INC is a New Jersey Profit Corporation registered to transact business in New Hampshire on November 20, 2017. 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: 782878

Certificate Number: 0006326499



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of September A.D. 2023.

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

David M. Scanlan  
Secretary of State

## Certificate of Authority

I, Mutyalarao Nagubandi, hereby certify that I am the duly elected Clerk/Secretary and an Executive Vice President and Managing Partner of **Spruce Technology Inc.**, a New Jersey corporation, registered to conduct business in the State of New Hampshire.

I certify that: Kristen Mazza, Srinivas Penumella and Srinivasa Chintalapudi are each duly authorized to enter into contracts or agreements on behalf of Spruce Technology Inc. with the State of New Hampshire and any of its agencies or departments.

I further certify that that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation.

Dated: 10/03/2023

Signature: *Mutyalarao Nagubandi*  
Mutyalarao Nagubandi (Oct 6, 2023 12:55 PDT)

Name: Mutyalarao Nagubandi

Title: EVP & Managing Partner





## COMMENTS/REMARKS

Technology Professional & Cyber Advantage - E&O (Claims-Made Basis):

The Hanover Insurance Company

Policy#LHY-J017769-01

05/31/2023-05/31/2024

Technology Liability Coverage Aggregate Limit: \$10,000,000

Cyber and Privacy Security Liability: \$10,000,000; Each "Claim" Retention: \$100,000

Media and Content Liability: \$10,000,000.

Each "Claim" Retention: \$100,000

Errors and Omissions Liability: \$10,000,000; Each "Claim" Retention: \$100,000

Security Breach Notification and Remediation:

Limit: \$1,000,000

Retention: \$25,000

Data and Systems Restoration:

Limit: \$1,000,000

Retention: \$25,000

Cyber Extortion:

Limit: \$1,000,000

Retention: \$25,000

Business Income Loss and Extra Expense:

Limit: \$1,000,000

24 hours Waiting Period

Aggregate Limit: \$10,000,000

Each Wrongful Act Limit: \$10,000,000

Each "Claim" Retention: \$100,000

(Supplemental Extended Reporting period is available for Technology Professional and Cyber Advantage policy only if policy cancels/non-renews. Coverage period is available for up to one year.)

Crime (Claims-Made Coverage):

Hanover Insurance Company

Policy#BDY-J016995-01

05/31/2023-05/31/2024

Employee Theft: \$5,000,000/Retention: \$50,000

Employee Theft at client premises: \$5,000,000/Retention:\$50,000

Computer Crime -

Computer Fraud: \$5,000,000/Retention: \$50,000

Restoration Expense: \$50,000/Retention: \$1,000

Funds Transfer Fraud: \$5,000,000/Retention: \$50,000

General Liability Additional Insured and Waiver of Subrogation Form 421-2926 built in to the CGL Enhancement Endorsement - Technology - Included/Provided

Umbrella will follow form

Auto Waiver of Subrogation built in Commercial Auto Coverage Broadening Endorsement - Included/Provided

Auto Additional Insured built in Commercial Auto Coverage Broadening Endorsement- Included/Provided

Limits / Deductible Limits:

GL-1/2 Limits. No deductible.

Auto-\$1M limit. Comprehensive Deductible \$1,000. Collision Deductible-\$1,000.

WC Statutory Limits. Employers' Liability limit \$1M. No Deductible.

Umbrella-\$10M limit. Crisis Management Services \$50,000. Self-Insured Retention \$10,000.

Errors and Omissions, Network and Information Security Liability, and Communications and

Media Liability-\$10M/\$10M, Retention: \$100,000. First party coverage-Security Breach

Notification and Remediation Expenses sublimit is \$1M; Retention: \$25,000.

82 mlc

MAR23'21 PM 2:39 RCVD



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

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

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

March 23, 2021

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

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Spruce Technology Inc. of Clifton, NJ. (Vendor No. 281339), for an aggregate price limitation of \$10,000,000.00 among all awarded vendors, for Microsoft/Office 365/Azure Cloud Solutions Professional Services. The term shall be effective upon Governor and Council approval and ending on December 31, 2023 with the option to extend for two (2) additional one-year extension terms.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

### EXPLANATION

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

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

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

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

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

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

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

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

**Non-compliant**

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



**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*

March 15, 2021

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

Dear Commissioner Arlinghaus,

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

The seven (7) contracts being requested are for:

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

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

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

*"Innovative Technologies Today for New Hampshire's Tomorrow"*

Denis Goulet  
Commissioner

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

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

Sincerely,



Denis Goulet

DG/kaf/ik  
DoIT #2021-041

cc: Paul Rhodes, DAS

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Spruce Technology, Inc.		1.4 Contractor Address 1149 Bloomfield Ave. Suite G Clifton, NJ 07012	
1.5 Contractor Phone Number 862-414-4922	1.6 Account Number Various	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$10,000,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature <i>Kristen M. Nizza</i> Date:		1.12 Name and Title of Contractor Signatory Kristen Nizza, VP of Contracts	
1.13 State Agency Signature <i>Charles M. Arlinghaus</i> Date: 11/12/20		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: 11/17/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *KMN*  
Date *10/17/20*

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES:**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council approve this Agreement, as indicated in block 1.7, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including, without limitation, any obligation to pay the Contractor for any costs incurred for Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT:**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY:**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment, because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL:**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3 No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION:

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by, reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE: In the performance of this Agreement, the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS

12.1 The Contractor shall not assign, or otherwise transfer, any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. Change of Control means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements, and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION: Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess, and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from the requirements of N.H. RSA chapter 281-A ("Workers Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4 herein.

17. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court, which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS: In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES: The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS: The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS: Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY: In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT: This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

SPECIAL PROVISIONS

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

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph.

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

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

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

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents (Contract Documents):

- a. State of New Hampshire Terms and Conditions General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2312-21
- f. EXHIBIT E RFQ/SOW Worksheet

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified in Exhibit A, Special Provisions; (2) EXHIBIT B, Scope of Services; (3) EXHIBIT C, Method of Payment; (4) RFQ/SOW Worksheet; and (5) EXHIBIT D, RFP 2312-21.

**3. TERM OF CONTRACT**

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

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

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

**4. SCOPE OF WORK**

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

## I. Ordering Procedures:

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

- a) Mandatory Microsoft Certifications to be awarded the work;
- b) Agreement and signature on project specific Business Associate Agreements or other documents as required by the State to address statutory, regulatory, or industry compliance.

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

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

## II. Technical Requirements:

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

### A. Contractor Company and Staff Qualifications (Experience)

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

### B. Current Use of Contractor Solutions

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

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

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

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

### C. Contractor Team

The Contractor Team must include individuals with substantial experience in:

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

### D. Contractor Team Qualifications

#### 1. MICROSOFT ROADMAP

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

#### 2. Program Support Roles

##### A. PROJECT MANAGER

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

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

##### B. M365&CS BUSINESS ANALYST

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

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

### 3. Administration Roles - Operations

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

#### A. MICROSOFT/OFFICE 365 GLOBAL ADMINISTRATOR

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

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

#### B. COMPLIANCE ADMINISTRATOR and SECURITY & COMPLIANCE

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

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

Category	Role	Description
Security & Compliance	Azure information protection admin	Manages labels for the Azure Information Protection policy, manages protection templates, and activates protection.

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

**C. EXCHANGE ADMINISTRATOR**

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

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

**D. GROUPS ADMINISTRATOR**

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

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

**E. SHAREPOINT ADMINISTRATOR**

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

- SharePoint Administrator shall hold Microsoft certifications that will be detailed in each individual RFQ/SOW.

Contractor Initials YMT  
Date 10/19/20

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

**F. DYNAMICS 365 ADMINISTRATORS**

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

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

**G. TEAMS ADMINISTRATORS**

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

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

Category	Role	Description
Collaboration	Teams communication admin	Assigns telephone numbers, creates and manages voice and meeting policies, and reads call analytics.
	Teams communication support engineer	Reads call record details for all call participants to troubleshoot communication issues.

Teams communication support specialist	Reads user call details only for a specific user to troubleshoot communication issues.
Teams service admin	Full access to Teams & Skype admin center, manages Office 365 groups and service requests, and monitors service health.

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

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

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

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

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

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

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

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

#### 4. Operational Support Roles: Development

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

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

##### A. MICROSOFT TECHNICAL ARCHITECT(S)

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

- Microsoft Technical Architect shall have at least 5+ years of experience with the Public Sector or Federal Government, and a proven track record of designing successful Microsoft/Office 365/Dynamics 365/Azure Cloud architecture solutions across enterprise IT programs/projects

- Microsoft Technical Architect shall have experience with developing/designing Microsoft/Office 365, SharePoint Online, Dynamics 365, and/or Azure architecture solutions
- Microsoft Technical Architect shall have experience with deploying Microsoft/Office 365 solutions within an Agile or DevOps environment

#### B. SHAREPOINT ONLINE INFORMATION ARCHITECT

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

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

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

#### C. MICROSOFT LEAD PLATFORM DEVELOPERS

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

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

### III. Additional Requirements:

Except as otherwise provided in this Scope of Services or in SOW, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. EST, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor must correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff of the Contractor must consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property, the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

##### 5. LIMITATION OF LIABILITY:

Subject to applicable laws and regulations, in no event shall the Parties be liable for any consequential, special, indirect, incidental, punitive or exemplary damages. The Contractor's liability to the State for any claims, liabilities, or expenses relating to this Contract shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, P-37, General Provisions, Block 1.8.

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

**6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

**7. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Microsoft/Office 365/Azure Cloud Solutions Professional Services in complete compliance with the terms and conditions of this Agreement and any future RFQ/SOW awarded to the Contractor. The Contractor acknowledges and agrees that this is a not-to-exceed Agreement with an aggregate price limitation of \$10,000,000.00 for all future SOW. This price limitation is applicable to multiple vendors, and no funds will be paid to the Contractor once the price limitation is reached. This price limitation is not considered a guaranteed or minimum figure; however, it shall be considered a maximum figure for all future SOW from the Effective Date through the expiration date as indicated in Form P-37 Block 17.

**2. PRICING STRUCTURE**

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

POSITION	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
PROJECT MANAGER	\$120.00	\$124.00	\$128.00
M365 & CS BUSINESS ANALYST	\$110.00	\$113.50	\$117.00
MICROSOFT/OFFICE 365 GLOBAL ADMINISTRATOR	\$100.00	\$103.00	\$106.00
COMPLIANCE ADMINISTRATOR	\$150.00	\$155.00	\$160.00
EXCHANGE ADMINISTRATOR	\$100.00	\$103.00	\$106.00
GROUPS ADMINISTRATOR	\$120.00	\$124.00	\$128.00
SHAREPOINT ADMINISTRATOR	\$120.00	\$124.00	\$128.00
DYNAMICS 365 ADMINISTRATOR	\$125.00	\$130.00	\$135.00
TEAMS ADMINISTRATOR	\$110.00	\$113.50	\$117.00
ADDITIONAL SUPPORT ROLES	\$110.00	\$113.50	\$117.00
MICROSOFT TECHNICAL ARCHITECT	\$130.00	\$135.00	\$140.00
SHAREPOINT ONLINE INFORMATION ARCHITECT	\$125.00	\$130.00	\$135.00
MICROSOFT LEAD PLATFORM DEVELOPERS	\$125.00	\$130.00	\$135.00

Contractor Initials BM  
Date 12/19/20

### 3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

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

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

### 4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction. Each RFQ/SOW may contain more detailed invoicing requirements.

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

### 5. PAYMENT

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

EXHIBIT-D

REP. #2312-21 is incorporated here within.

Contractor Initials YMP  
Date 10/15/20

**EXHIBIT E**

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

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

M365 & CS Professional Services	
<b>INFORMATION</b>	
<b>Date:</b> MM/DD/YYYY	<b>Proposal Due Date:</b> MM/DD/YYYY
<b>Project Name:</b>	
<b>Agency Supported:</b>	<b>Submitter:</b> <div style="margin-left: 20px;">                     &lt;Name&gt;                      &lt;Title&gt;                      &lt;Contact Information&gt;                 </div>
<b>Mandatory Expertise or Contractor Qualifications:</b> <ul style="list-style-type: none"> <li>• Text</li> </ul>	
<b>Key Staff Required with Subject Matter Expertise:</b> <ul style="list-style-type: none"> <li>• Staff assigned to the following roles shall have knowledge of (X) Programs and experience with (X) requirements:                             <ul style="list-style-type: none"> <li>○ Staff Title - Text</li> <li>○ Staff Title - Text</li> </ul> </li> </ul>	
<b>Sample Work plan and Methodology Required?</b>	<b>Key Contractor Staff Resumes Required?</b>
<b>Compliance Requirements:</b>	

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

Contractor Initials LMH  
Date 10/1/20

Background and Current Processes:
Assumptions/Risk Mitigation Plan:

<b>PROJECT DELIVERABLES AND MILESTONES</b>
Deliverables:
Milestones:

<b>INTERFACE REQUIREMENTS</b>
Interfaces Required?
Assumptions/Risk Mitigation Plan:

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

Contractor Initials CMR  
Date 10/19/02

**Evaluation Criteria (for SOW awards)**

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

For example purposes only:

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

Note: Points must total 100.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPRUCE TECHNOLOGY INC is a New Jersey Profit Corporation registered to transact business in New Hampshire on November 20, 2017. 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: 782878

Certificate Number: 0004946454



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of July A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



**Certificate of Authority**

**Corporation Resolution**

I, Srinivas Penumella, hereby certify that I am the duly elected Vice President of Spruce Technology, Inc. I hereby certify the following is a true copy of a vote taken at a virtually held meeting of the shareholders on April 22, 2019, at which a quorum of the shareholders were present and voting:

VOTED: That Kristen Mazza, Vice President of Contracts, is duly authorized to enter into contracts or agreements on behalf of Spruce Technology, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: October 19, 2020

Attest:

*Srinivas Penumella*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2020

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

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

<b>PRODUCER</b> Bogle Agency Insurance 200 Stuyvesant Avenue P.O. Box 236 Lyndhurst NJ 07071		<b>CONTACT NAME:</b> Philip R. Bogle <b>PHONE (A/C, No, Ext):</b> (201) 939-1076 <b>FAX (A/C, No):</b> (201) 939-3423 <b>E-MAIL ADDRESS:</b> prbogle@bogleagency.com	
<b>INSURED</b> Spruce Technology Inc 1149 Bloomfield Ave, Suite G Clifton NJ 07012		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Company of America NAIC # 25674 <b>INSURER B:</b> Travelers Indemnity Company of Connecticut 25682 <b>INSURER C:</b> The Charter Oak Fire Insurance Company 25615 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL2052838747 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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:			ZLP-61N14679-20-15	05/31/2020	05/31/2021	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 Employee Benefits-AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-7N903200-20-15-G	05/31/2020	05/31/2021	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"/> OED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 7N939780-20-15	05/31/2020	05/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8N025353-20-15-G	05/31/2020	05/31/2021	<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
A	E&O/Cyb (1st + 3rd) Crime			SEE ATTACHED	05/31/2020	05/31/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 30-days notice of cancellation, except 10-days for non-payment.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Administrative Services Bureau of Purchase & Property 25 Capitol Street, Room 102 Concord NH 03301	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>Philip R. Bogle</i>
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AGENCY CUSTOMER ID: 00016913

LOC #: 0



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> Bogle Agency Insurance		<b>NAMED INSURED</b> Spruce Technology Inc	
<b>POLICY NUMBER</b> SEE PAGE 1		1149 Bloomfield Ave., Suite G Clifton, NJ 07012	
<b>CARRIER</b> SEE PAGE 1	<b>NAIC CODE</b> SEE PAGE 1	<b>EFFECTIVE DATE:</b> 05/31/2020	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD25 **FORM TITLE:** Certificate of Liability Insurance

Cyber/E&O (Claims-Made Basis):  
 Travelers Property Casualty Company of America  
 Policy#ZLP-51N16301-20-15  
 05/31/2020-05/31/2021  
 Aggregate Limit: \$10,000,000  
 Third-Party Liability Coverage Forms:  
 Each Wrongful Act Limit: \$10,000,000  
 First-Party Coverage Form:  
 Security Breach Notification and Remediation Expenses  
 Limit: \$1,000,000  
 Retention: \$50,000  
 Crisis Management Services Expenses  
 Limit: \$1,000,000  
 Retention: \$25,000  
 Extortion Expenses  
 Limit: \$1,000,000  
 Retention: \$10,000  
 Computer Program and Electronic Data Restoration Expenses  
 Limit: \$500,000  
 Retention: \$10,000

Aggregate Limit: \$10,000,000  
 Each Wrongful Act Limit: \$10,000,000  
 Deductible: \$50,000  
 (Supplemental Extended Reporting period is available for E&O/Cyber policy only if policy cancels/non-renews. Coverage period is available for up to one year.)

Crime (Loss Sustained):  
 The Travelers  
 Policy#105944207  
 05/31/2020-05/31/2021  
 Employee Theft: \$5,000,000/\$50,000 retention  
 Employee Theft at client premises: \$5,000,000/\$50,000 retention

Computer Crime:  
 Computer Fraud: \$5,000,000/\$50,000 retention  
 Computer Program & Electronic Data Restoration Expense:  
 \$500,000/\$1,000 retention  
 Funds Transfer Fraud: \$5,000,000/\$50,000 retention

General Liability Additional Insured and Waiver Of Subrogation Form CG D417-built in to the TechXtend Endt - Included/Provided

Umbrella will follow form

Auto Waiver Of Subrogation is Form CA 04 44 Included/Provided

Auto Additional Insured is Form CA T4 74 Included/Provided

Deductible Limits:  
 Limits  
 GL-1/2 Limits. No deductible.  
 Auto-\$1M limit. Comprehensive Deductible \$1,000. Collision Deductible-\$1,000.  
 WC Statutory Limits. Employers' Liability limit \$1M. No Deductible.  
 Umbrella-\$10M limit. Crisis Management Services \$50,000. Self Insured Retention \$10,000.  
 Errors and Omissions, Network and Information Security Liability, and Communications and Media Liability-\$10M/\$10M \$50,000 Deductible. First party coverage-Security Breach Notification and Remediation Expenses sublimit is \$1M \$25,000 Deductible.

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.

- |   |   |
|---|---|
| <p><b>A.</b> Non-Owned Watercraft - 75 Feet Long Or Less</p> <p><b>B.</b> Who Is An Insured - Unnamed Subsidiaries</p> <p><b>C.</b> Who Is An Insured - Employees - Supervisory Positions</p> <p><b>D.</b> Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies</p> <p><b>E.</b> Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p><b>F.</b> Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p><b>G.</b> Blanket Additional Insured - Broad Form Vendors</p> | <p><b>H.</b> Blanket Additional Insured - Controlling Interest</p> <p><b>I.</b> Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers</p> <p><b>J.</b> Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises</p> <p><b>K.</b> Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations</p> <p><b>L.</b> Medical Payments - Increased Limit</p> <p><b>M.</b> Blanket Waiver Of Subrogation</p> <p><b>N.</b> Contractual Liability - Railroads</p> <p><b>O.</b> Damage To Premises Rented To You</p> |
|---|---|

### 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



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES**

**REQUEST FOR PROPOSAL FOR MICROSOFT/OFFICE 365/AZURE CLOUD SOLUTIONS  
PROFESSIONAL SERVICES  
2312-21**

**DUE DATE: June 4, 2020 at 10:00 AM (EST)**

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STATE OF NEW HAMPSHIRE REQUEST FOR PROPOSAL TRANSMITTAL LETTER

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Point of Contact: Paul Rhodes  
Telephone: 603-271-3350  
Email: paul.rhodes@dgs.nh.gov

RE: Proposal Invitation Name: MICROSOFT/OFFICE 365/AZURE CLOUD SOLUTIONS PROFESSIONAL SERVICES  
RFP Number: 2312-21  
RFP Posted Date (on or by): April 24, 2020  
RFP Closing Date and Time: June 4, 2020 @ 10:00 AM (EST)

[Insert name of signor] \_\_\_\_\_, on behalf of \_\_\_\_\_ [insert name of entity submitting RFP (collectively referred to as "Bidder")] hereby submits an offer as contained in the written RFP submitted herewith ("RFP") to the State of New Hampshire in response to RFP # 2312-21 for Microsoft/Office 365/Azure Cloud Solutions Professional Services at the price(s) quoted herein in complete accordance with the RFP.

Bidder attests to the fact that:

1. The Bidder has reviewed and agreed to be bound by the RFP.
2. The Bidder has not altered any of the language or other provisions contained in the RFP document.
3. The RFP is effective for a period of 180 days from the RFP Closing date as indicated above.
4. The prices Bidder has quoted in the RFP were established without collusion with other bidders.
5. The Bidder has read and fully understands this RFP.
6. Further, in accordance with RSA 21-1:11-c, the undersigned Bidder certifies that neither the Bidder 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 bidder 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 21-1:11-c within the past year.

Authorized Signor's Signature \_\_\_\_\_ Authorized Signor's Title \_\_\_\_\_

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)

**REQUEST FOR PROPOSAL FOR MICROSOFT/OFFICE 365/AZURE CLOUD SOLUTIONS PROFESSIONAL SERVICES FOR THE STATE OF NEW HAMPSHIRE**

**PART I OVERVIEW AND SCHEDULE**

**A. Purpose**

The purpose of this RFP invitation is to establish up to ten (10) contract(s) for Microsoft/Office 365/Azure Cloud Solutions Services for the State of New Hampshire for services indicated in the SCOPE OF SERVICES and OFFER SECTIONS, and in accordance with requirements of this RFP invitation.

The State expects to work with vendors who have an extensive and successful history of supporting entities in the government sector supporting M365&CS applications such as Azure, SharePoint Online, Teams, and Dynamics 365. All successful vendors awarded a contract will be pre-qualified to respond to specific agency Request for Quotes (RFQ)/Statements of Work (SOW) requests. These Vendor engagements will be Firm Fixed Price deliverables-based, under the direction of the Department of Information Technology personnel.

After contract award, Statements of Work will be defined for various projects through Request for Quotes (RFQs). For example, the State expects to award one qualified vendor through the RFQ process for the day-to-day maintenance and operations of the environments and tools, hosted in the Microsoft Government Community Cloud (GCC).

**B. Timeline**

The timeline below is provided as a general guideline and is subject to change. The State reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum.

04/24/2020	RFP Solicitation distributed on or by
05/08/2020	Last day for questions, clarifications, and/or requested changes to RFP
05/20/2020	State Response to submitted questions, clarifications, and/or requested changes to RFP
06/04/2020	10:00 AM (EST) RFP Closing

**C. Instructions to Bidders**

Read the entire proposal invitation prior to filling it out. In the preparation of your proposal response you shall:

- Complete the pricing information in the "Offer" section
- Submit all requested information within your response
- Complete the "Bidder(s) Contact Information" section
- Complete the company information on the front page, and sign the proposal in the space provided on that page. The signature page must be notarized to be an official submission.

**PART II PROPOSED SCOPE OF WORK**

Bidder shall provide Microsoft/Office 365/Azure Cloud Solutions services as described herein.

**A. Background**

The State of New Hampshire is seeking to contract with qualified vendors capable of providing information technology professional services on Microsoft Cloud Solutions that include, but are limited to: managed services for modern Microsoft/Office 365/Azure Cloud Solutions [M365&CS] administration, operational oversight, systems maintenance, and short-term or ongoing development or integration projects. By leveraging M365&CS with vendor support, the State of New Hampshire anticipates improved service to constituents by: automating business processes, providing prompt responses to tracking or delivering

constituent needs, refining business operations based on access to insightful data, securing information within compliance of State and Federal regulations, and deploying rapid solutions throughout the State of New Hampshire's IT environment.

The State is currently planning its Microsoft/Office 365 implementation, currently hosted and maintained in the Microsoft Government Community Cloud (GCC). With the assistance of subject matter experts, the State is currently engaged in planning the implementation of Microsoft/Office 365 and is in Phase 1 of the Enterprise SharePoint Online and collaboration tools (Teams, OneDrive) Project (to deploy basic functionality that can be used consistently across State agencies). Numerous and highly successful educational prototypes, derived from agency input, business analysis, and conversations with Microsoft, have generated significant automation and governance around naming conventions, compliance, and other efforts the State would like to continue using and further develop. Moving forward, the State plans to implement (initially) Microsoft/Office 365, SharePoint Online, and Teams with select pilot agencies while maintaining and evolving best design and governance practices that will inform further agency rollouts of the tool suite and be a baseline for further platform tool configuration or development. The State does have an agency with activities in Dynamics 365.

**A.1 Goals and Objectives for the M365&CS Professional Services contract is to:**

- a. Prequalify M365&CS vendors to work with State agencies to implement digital government solutions.
- b. Establish a process for State agencies to request quotes and award work to qualified vendors. A standard template to request a quote is included.
- c. Specific agency Request for Quotes (RFQ)/Statements of Work (SOW) requests may require the vendor to have
  - a. Mandatory Microsoft certifications to be awarded the work
  - b. Agreement and signature on project specific Business Associate Agreements or other documents as required by the State to address statutory, regulatory, or industry compliance

**B. Technical Requirements**

Include verification of Bidder's ability to meet each of the following technical requirements.

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

**B.1 Bidder Company and Staff Qualifications (Experience)**

Bidder shall have a minimum of five (5) years of Microsoft-certified experience in provisioning modern M365&CS information technology and/or management services to government customers. Bidder staff and subcontractors must be located in the United States. Administrative and technical staff shall be of sufficient size and knowledge base to support the State in its initiatives. In order to demonstrate market experience and breadth, identify other product offerings or tools from your company within the response. Please describe your experience.

**B.2 Current Use of Bidder-Proposed Solutions**

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

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

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

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

Data must not be removed or copied from the State's data environments or the Microsoft cloud environments without written, authorized permission of the State. Please describe your ability to meet this requirement.

### B.3. Proposed Bidder Team

The proposed Bidder Team must include individuals with substantial experience in:

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

### B.4. Bidder Team Qualifications

#### 1) Scope of Services

The State of New Hampshire intends to identify vendors that meet the State's requirements in implementing M365&CS for the State and its partner agencies.

#### TOPIC 1: MICROSOFT ROADMAP

Response Page Limit: 3

**The State will evaluate the Vendor's knowledge and experience with Microsoft's roadmap for M365&CS in the GCC.**

The Vendor must maintain a working understanding of the M365&CS roadmap. The Vendor shall use this knowledge to make informed, best practice recommendations to the State regarding M365&CS and SharePoint Online. Please describe your experience with the following:

- Your process for maintaining an up-to-date understanding of sunset, current, and expected functionality in Office/Microsoft 365/Cloud Solutions and SharePoint Online while remaining knowledgeable about Microsoft's roadmap.
- Making enterprise recommendations to clients (both short and long-term) based on the known roadmap and client business requirements.

## B.4.1 Program Support Roles

### TOPIC 2 – PROJECT MANAGER

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed Project Manager qualifications posted below.**

Provide a detailed description of your proposed Project Manager's qualifications and experience based on the following:

- Does your Project Manager have at least 5+ years of Program/Project Management experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the deployment of enterprise IT programs/projects? If yes, please elaborate.
- Of their experience, how much of the Project Manager's experience is associated with managing the deployment of and projects related to M365&CS?
- What were some of the Project Manager's successes and challenges during those Microsoft solution deployments? What did the Project Manager do to resolve or overcome those challenges, and what was the outcome?
- What deliverables or techniques does your Project Manager leverage when it comes to providing budget updates, project status updates, managing staff, resolving conflict/risk, and communicating with clients?

### TOPIC 3 – M365&CS BUSINESS ANALYST

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed M365&CS Business Analyst qualifications posted below.**

Provide a detailed description of your proposed M365&CS Business Analyst's qualifications and experience based on the following:

- Does your M365&CS Business Analyst have at least 3+ years of experience with the Public Sector or Federal Government, and a proven track record with supporting the development of M365&CS solutions across enterprise IT programs/projects? If yes, please elaborate.
- Does your M365&CS Business Analyst have experience with developing user stories, use cases, business/IT requirements, process maps, standard operating procedures, and User Acceptance Testing documents?
- Please describe the techniques, software tools, process, and methodology that the M365&CS Business Analyst leveraged to support the development of the Microsoft solution(s) within a Government Cloud environment. What was the business value and impact provided from those Microsoft solutions?
- Describe the M365&CS Business Analyst's experience with supporting the development of M365&CS within an Agile or DevOps environment. Please provide your approach and business value to the customer as a result of supporting the Microsoft solution(s).
- What were some of the Microsoft/Office/Cloud Solutions 365 Business Analyst's successes and challenges during a M365&CS deployment? What did the M365&CS Business Analyst do to resolve or overcome those challenges, and what was the outcome?

## B.4.2 Administration Roles | Operations

The State defines OPERATIONS as the day-to-day maintenance and operational support. Any development in support of operations will be addressed in section B.4.3 below.

### TOPIC 4: MICROSOFT/OFFICE 365 GLOBAL ADMINISTRATOR

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed Microsoft/Office 365 Global Administrator qualifications posted below.** You may propose more than one Microsoft/Office 365 Global Administrator.

Provide a detailed description of your proposed Microsoft/Office 365 Global Administrator's qualifications and experience based on the following:

- Does your Microsoft/Office 365 Global Administrator hold any Microsoft Certifications? If yes, please elaborate.

- Does your Microsoft/Office 365 Global Administrator have at least 5+ years of Office 365 Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Office 365 tools? If yes, please elaborate.
- Of their experience, how much of the Microsoft/Office 365 Global Administrator's experience is associated with direct administration of M365&CS?
- What were some of the Microsoft/Office 365 Global Administrator's successes and challenges during previous Microsoft/Office 365 administration work? What did the Microsoft/Office 365 Global Administrator do to resolve or overcome those challenges, and what was the outcome?
- What deliverables or techniques does your Microsoft/Office 365 Global Administrator leverage when it comes to providing system health and monitoring reports, project status updates, staff management, resolving conflict/risk, and communicating with clients?

TOPIC 5: COMPLIANCE ADMINISTRATOR and SECURITY & COMPLIANCE

Response Page Limit: 5

**The State will base its evaluation upon the Vendor's response to the proposed Compliance Administrator qualifications posted below.** You may propose more than one Compliance Administrator.

Provide a detailed description of your proposed Compliance Administrator's qualifications and experience based on the following bullet points. In addition, please describe how you will staff or satisfy the roles in the Security and Compliance category (see table below).

- Does your Compliance Administrator hold any Microsoft certifications? If yes, please elaborate.
- Does your Compliance Administrator have at least 5+ years of Office 365 and Compliance administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Exchange Online? If yes, please elaborate.
- Of their experience, how much of the Compliance Administrator's experience is associated with direct compliance administration and data classification and sensitivity work in Office 365, Teams, OneDrive, and SharePoint Online?
- What were some of the Compliance Administrator's successes and challenges during previous Office 365 Compliance administration work? What did the Compliance Administrator do to resolve or overcome those challenges, and what was the outcome?
- What deliverables or techniques does your Compliance Administrator leverage when it comes to providing monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients?

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

TOPIC 6: EXCHANGE ADMINISTRATOR

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed Exchange Administrator qualifications posted below.** You may propose more than one Exchange Administrator.

Provide a detailed description of your proposed Exchange Administrator's qualifications and experience based on the following:

- Does your Exchange Administrator hold any Microsoft certifications? If yes, please elaborate.
- Does your Exchange Administrator have at least 5+ years of Office 365 and Exchange Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Exchange Online? If yes, please elaborate.
- Of their experience, how much of the Exchange Administrator's experience is associated with direct administration of Exchange Online?
- What were some of the Exchange Administrator's successes and challenges during previous Exchange Online administration work? What did the Exchange Administrator do to resolve or overcome those challenges, and what was the outcome?
- What deliverables or techniques does your Exchange Administrator leverage when it comes to providing system health and monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients?

**TOPIC 7: GROUPS ADMINISTRATOR**

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed Groups Administrator qualifications posted below.** You may propose more than one Groups Administrator.

Provide a detailed description of your proposed Groups Administrator's qualifications and experience based on the following:

- Does your Groups Administrator hold any Microsoft certifications? If yes, please elaborate.
- Does your Groups Administrator have at least 5+ years of Office 365 and SharePoint Online Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Office 365 Groups? If yes, please elaborate.
- Of their experience, how much of the Groups Administrator's experience is associated with direct administration of Groups, Azure Active Directory, Teams, and SharePoint Online?
- What were some of the Groups Administrator's successes and challenges during previous Office 365 administration work? What did the Groups Administrator do to resolve or overcome those challenges, and what was the outcome?
- What deliverables or techniques does your Groups Administrator leverage when it comes to providing system health and monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients?

**TOPIC 8: SHAREPOINT ADMINISTRATOR**

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed SharePoint Administrator qualifications posted below.** You may propose more than one SharePoint Administrator.

Provide a detailed description of your proposed SharePoint Administrator's qualifications and experience based on the following:

- Does your SharePoint Administrator hold any Microsoft certifications? If yes, please elaborate.
- Does your SharePoint Administrator have at least 5+ years of Office 365 and SharePoint Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of SharePoint Online tools? If yes, please elaborate.
- Of their experience, how much of the SharePoint Administrator's experience is associated with direct administration of SharePoint Online?
- What were some of the SharePoint Administrator's successes and challenges during previous Office 365 Groups and SharePoint Online administration work? What did the SharePoint Administrator do to resolve or overcome those challenges, and what was the outcome?
- What deliverables or techniques does your SharePoint Administrator leverage when it comes to providing system health and monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients?

TOPIC 9: DYNAMICS 365 ADMINISTRATORS

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed Dynamics 365 Administrator qualifications posted below.** You may propose more than one Dynamics 365 Administrator.

Provide a detailed description of your proposed Dynamics 365 Administrator's qualifications and experience based on the following:

- Does your Dynamics 365 Administrator hold any Microsoft certifications? If yes, please elaborate.
- Does your Dynamics 365 Administrator have at least 5+ years of Dynamics 365 Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Dynamics 365 tools? If yes, please elaborate.
- Of their experience, how much of the Dynamics 365 Administrator's experience is associated with direct administration of Dynamics 365?
- What were some of the Dynamics 365 Administrator's successes and challenges during previous Dynamics 365 administration work? What did the Dynamics 365 Administrator do to resolve or overcome those challenges, and what was the outcome?
- What deliverables or techniques does your Dynamics 365 Administrator leverage when it comes to providing system health and monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients?

TOPIC 10: TEAMS ADMINISTRATORS

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed Microsoft Teams Administrator qualifications posted below.** You may propose more than one Teams Administrator.

Your holistic response should consider the four primary Teams admin roles: Teams communication admin, Teams communication support engineer, Teams communication support specialist, and the Teams service admin. Provide a detailed description of your proposed Teams Administrator's qualifications and experience based on the following bullets. In addition, please describe how you will staff or satisfy the roles of Teams administration (see table below). The State does not expect a 1:1 staffing ratio.

- Does your Teams Administrator hold any Microsoft certifications? If yes, please elaborate.
- Does your Teams Administrator have at least 5+ years of Office 365 and Teams Administration experience with the Public Sector or Federal Government, and a proven track record of successfully overseeing the management and administration of Teams? If yes, please elaborate.
- Of their experience, how much of the Teams Administrator's experience is associated with direct administration of Teams?
- What were some of the Teams Administrator's successes and challenges during previous Teams administration work? What did the Teams Administrator do to resolve or overcome those challenges, and what was the outcome?
- What deliverables or techniques does your Teams Administrator leverage when it comes to providing system health and monitoring reports, project status updates, staff management (if applicable), resolving conflict/risk, and communicating with clients?

Category	Role	Description
Collaboration	Teams communication admin	Assigns telephone numbers, creates and manages voice and meeting policies, and reads call analytics.
	Teams communication support engineer	Reads call record details for all call participants to troubleshoot communication issues.
	Teams communication support specialist	Reads user call details only for a specific user to troubleshoot communication issues.

Teams service  
admin

Full access to Teams & Skype admin center, manages Office 365 groups and service requests, and monitors service health.

TOPIC 11: ADDITIONAL ADMINISTRATIVE AND OPERATIONAL SUPPORT ROLES | DEVICES

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed staffing plan.**

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

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

TOPIC 12: ADDITIONAL ADMINISTRATIVE AND OPERATIONAL SUPPORT ROLES | COLLABORATION

Response Page Limit: 6

**The State will base its evaluation upon the Vendor's response to the proposed staffing plan.**

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

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

TOPIC 13: ADDITIONAL ADMINISTRATIVE AND OPERATIONAL SUPPORT ROLES | READ-ONLY

Response Page Limit: 5

**The State will base its evaluation upon the Vendor's response to the proposed staffing plan.**

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

<i>Category</i>	<i>Role</i>	<i>Description</i>
Read-Only	Global reader	Can view all administrative features and settings in all admin centers.
	Message Center	Access to data privacy messages in Message Center, gets email notifications, has read-only access to users, groups, domains, and subscriptions.

privacy reader	
Message Center reader	Reads and shares regular messages in Message Center, gets email notifications, has read-only access to users, groups, domains, and subscriptions.
Reports reader	Reads usage reporting data from the reports dashboard, Power BI adoption content pack, sign-in reports, and Microsoft Graph reporting API.
Security reader	Read-only access to security features, sign-in reports, and audit logs.

TOPIC 14: ADDITIONAL ADMINISTRATIVE AND OPERATIONAL SUPPORT ROLES | OTHER

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed staffing plan.**

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

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

**B.4.3 Operational Support Roles | Development**

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

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

TOPIC 15 – MICROSOFT TECHNICAL ARCHITECT(S)

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed Microsoft Technical Architect qualifications posted below.**

Provide a detailed description of your proposed Microsoft Technical Architect's qualifications and experience based on the following. You may propose more than one Microsoft Technical Architect.

- Does your Microsoft Technical Architect have at least 5+ years of experience with the Public Sector or Federal Government, and a proven track record of designing successful Microsoft/Office 365/Dynamics 365/Azure Cloud architecture solutions across enterprise IT programs/projects? If yes, please elaborate.
- Does your Microsoft Technical Architect have experience with developing/designing Microsoft/Office 365, SharePoint Online, Dynamics 365, and/or Azure architecture solutions? Please describe the techniques, security features, software, process, and architecture model/methodology that the Microsoft Technical Architect leveraged to develop/design an architecture solution for Microsoft within a Government Cloud environment. What was the business value and impact provided from those Microsoft Platform solutions?

- Were any of the deployed Microsoft Platform architecture models lift and shift (pre-existing solution to be modified for another customer)? If yes, can you please describe the approach that you took to deliver value to the customer to meet rapid delivery?
- Describe the Microsoft Technical Architect's experience with deploying Microsoft/Office 365 solutions within an Agile or DevOps environment. Please provide your approach and business value to the customer as a result of the Microsoft Platform solution(s).
- What were some of the Microsoft Technical Architect's successes and challenges during a Microsoft Platform deployment? What did the Microsoft Technical Architect do to resolve or overcome those challenges, and what was the outcome?

TOPIC 16 – SHAREPOINT ONLINE INFORMATION ARCHITECT

Response Page Limit: 3

**The State will base its evaluation upon the Vendor's response to the proposed SharePoint Online Information Architect qualifications posted below.**

Provide a detailed description of your proposed SharePoint Online Information Architect's qualifications and experience based on the following. Note: The State is interested in the modern experience offered by SharePoint Online that leverages modern Office Group technology. The State is not interested in classic approaches to operating SharePoint Online.

- Does your SharePoint Online Information Architect have at least 5+ years of experience with the Public Sector or Federal Government, and a proven track record with developing/managing Microsoft SharePoint Online solutions across enterprise IT programs/projects? If yes, please elaborate.
- Does your SharePoint Online Information Architect have experience with developing/designing Microsoft/Office 365? Please describe the techniques, security features, software, process, and data model/methodology that the SharePoint Online Information Architect leveraged to design, configure, and implement modern experience SharePoint Online solutions within a Government Cloud environment. What was the business value and impact provided from those Microsoft/Office 365 data solutions?
- Were any of the deployed SharePoint Online solutions lift and shift (pre-existing solution to be modified for another customer)? If yes, can you please describe the approach that you took to migrate the data and what software tools did you use? What was the end result and business value provided to the customer?
- Describe the SharePoint Online Information Architect's experience with designing, configuring, and implementing the modern experience of SharePoint Online within an Agile or DevOps environment. Please provide your approach and business value to the customer as a result of the SharePoint Online solution(s).
- What were some of the SharePoint Online Information Architect's successes and challenges during a Microsoft/Office 365 and SharePoint Online deployment? What did the SharePoint Online Information Architect do to resolve or overcome those challenges, and what was the outcome?

TOPIC 17 – MICROSOFT LEAD PLATFORM DEVELOPERS

Response Page Limit: 6

**The State will base its evaluation upon the Vendor's response to the proposed Lead Microsoft Platform Developer qualifications posted below.**

The State expects the various proposed lead platform developers to be proficient with Office 365, SharePoint Online, Dynamics 365, and other Microsoft Azure Cloud Solutions. You may propose more than one Lead Microsoft Platform Developer. Provide a detailed description of your proposed Microsoft Lead Platform Developers' qualifications and experience based on the following:

- Does your Lead Microsoft Lead Platform Developer have at least 3+ years of experience with the Public Sector or Federal Government, and a proven track record of deploying Microsoft/Office 365 solutions across enterprise IT programs/projects? If yes, please elaborate.
- Does your Lead Microsoft Platform Developer have expert proficiency with PowerShell, C+, and SPFX?
- Does your Lead Microsoft Developer have experience with developing/deploying Microsoft Platform solutions?
- Please describe the techniques, security features, software, process, and approach that the Lead Microsoft Platform Developer leveraged to develop/deploy these Microsoft/Office 365 solutions within a Government Cloud environment. What was the business value and impact provided from those Microsoft/Office 365 solutions?

- Were any of the deployed Microsoft/Office 365 solutions lift and shift (pre-existing solution to be modified for another customer)? If yes, can you please describe the approach that you took to deliver value to the customer to meet rapid delivery?
- Describe the Lead Microsoft Platform Developer's experience with deploying Microsoft/Office 365 solutions within an Agile or DevOps environment. Please provide your approach and business value to the customer as a result of the Microsoft/Office 365 solution(s).
- What were some of the Lead Microsoft Platform Developer's successes and challenges during a Microsoft/Office 365 deployment? What did the Lead Microsoft Platform Developer do to resolve or overcome those challenges, and what was the outcome?

### **C. Subcontractors (Solution)**

- 1) Any Contract resulting from this RFP shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the State.
- 2) If subcontractors are to be used, the Contractor must clearly explain their participation.
- 3) If subcontractors are to be used, please include information regarding the proposed subcontractors including the name of the company, their address, contact person and three references from clients they are currently servicing.
- 4) The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- 5) Subcontractors must abide by all terms and conditions under any resultant Contract.

### **D. Additional Requirements**

- 1) The State requires ten (10) days advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- 2) The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Bidder's employees, equipment or supplies. The bidder shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the bidder to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the bidder.
- 3) The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the bidder to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 4) The bidder or their personnel shall not represent themselves as employees or agents of the State.
- 5) While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 6) All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 7) The bidder's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

- 8) All offers shall remain valid for a period of one hundred eighty (180) days from the RFP due date. A bidder's disclosure or distribution of an RFP other than to DAS, Division of Personnel may be grounds for disqualification.
- 9) RFP prices must be in US dollars and must include delivery and all other costs required by this RFP invitation. Special charges, surcharges, processing charges (including credit card transaction fees), delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time.

*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 bidder".*

## **PART III PROCESS FOR SUBMITTING A PROPOSAL**

### **A. Proposal Submission, Deadline, and Location Instructions**

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Proposals submitted in response to this RFP must be received by the Bureau of Purchase and Property no later than the time and date specified in the Timeline section, herein. Proposals may be submitted by e-mail, U.S. Mail or delivery service.

- via email **NH.Purchasing@DAS.NH.Gov**
  - o **If email submission, 1 complete proposal with pricing as a separate document**
- via U.S. Mail or delivery service:
  - o **If hard copy submission, 1 complete with pricing and 5 copies with no pricing**

Hard copy proposals must be addressed to:

RFP#2312-21, Paul Rhodes, Contracts Manager  
NH Bureau of Purchase & Property  
25 Capitol Street - Room 102  
Concord NH 03301

Email responses must be labeled with the following information:

State of New Hampshire RFP# 2312-21  
Due Date: June 4, 2020 @ 10:00 AM (EST)

MICROSOFT/OFFICE 365/AZURE CLOUD SOLUTIONS PROFESSIONAL SERVICES

Late submissions will not be accepted and will be returned to the bidders unopened. Delivery of the Proposals shall be at the bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Bureau of Purchase and Property, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail or mail that is not delivered or is undeliverable for any reason. Any damage that may occur due to shipping shall be the Bidder's responsibility.

### **B. Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated points of contact:

AGENT EMAIL: **NH.Purchasing@DAS.NH.Gov**

Inquiries must be received no later than the conclusion of the Bidder Inquiry Period (see Timeline). Inquiries received later than the conclusion of the Bidder Inquiry Period shall not be considered properly submitted and may not be considered.

### **C. Addenda**

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

### **D. Restriction of Contact with State Employees**

From the date of release of this RFP until an award is made and announced regarding the selection of a Bidder, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any vendor during the selection process, unless otherwise authorized by the RFP Points of Contact.

### **E. Validity of Proposal**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

## **PART IV CONTENT AND REQUIREMENTS FOR A PROPOSAL**

Proposals shall follow the following format and provide the required information set forth below. Elaborate proposals beyond what is sufficient to present a complete and effective proposal are not desired.

### **A. Transmittal Letter**

### **B. Executive Summary**

Bidder Executive Summary, identifying how the Response satisfies the RFP requirements. The executive summary must include an overview of the bidder's proposed services, general company operations, a work plan defining how services will be implemented, timeframe to implement service, and functionality, support and training. The bidder must clearly identify their qualifications to meet the requirements defined in the RFP and reveal a clear understanding of the RFP requirements.

### **C. Bidder Qualifications**

Respond to questions contained in Part II, Sections B.1, B.2, Section B.3, B.4 and Section C (if applicable). Provide full details regarding the following items in support of the bidder's Experience and ability to provide services. Include:

- Full legal company name;
- Year business started;
- If applicable, information on any parent/subsidiary relationships with any other company or companies;
- State of incorporation;
- Location of headquarters;
- Current number of people employed;
- Details of any litigation your company may be a party to in which an adverse decision might result in a material change in the company's financial position or future viability;

- Presence in the State of New Hampshire;
- Identification of which services are provided via the bidder and those being resold or provided by a subcontractor;
- Sub-contractor including company name, address, contact person and three references for clients they are currently servicing.

#### D. Supplemental Information

Provide three (3) references from other states or political subdivisions of similar size and complexity for whom you've provided services.

Bidder may also furnish such supplemental information as the bidder believes will be valuable to the selection committee in evaluating its qualifications, the qualifications of its personnel, and the merits of its proposal. In this section a bidder may feature those elements of its firm, its personnel, or its proposal which distinguish it from other bidders likely to submit proposals.

### PART V EVALUATION OF PROPOSALS

#### Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

The Evaluation Committee will use a scoring scale of 100 points, a maximum of 35 points awarded based on the Price Proposal, a maximum of 20 points awarded for the Bidder Qualifications, a maximum of 35 points awarded for Experience in Providing Similar Services, and a maximum of 10 points award for Supplemental Information. The maximum points that will be awarded are shown in the table below.

CATEGORIES	POINTS
<b>TECHNICAL PROPOSAL</b> with the following potential maximum scores for each Technical Proposal category;	
<b>Bidder Qualifications</b> Bidder Company and Staff Qualifications (Section B.1, B.2)	20
<b>Technical Requirements</b> Bidder Team Qualifications (Section B.3-B.4.3) Subcontracts (if applicable) (Section C)	35
<b>Supplemental Information</b> References	10
<b>PRICE PROPOSAL</b> with the following potential maximum score;	35
<b>TOTAL POTENTIAL TECHNICAL AND PRICE POINTS</b>	100

The evaluation team will select a Bidder based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Technical scoring will be based on consensus scoring.

The Price Proposal scoring will be based on the Total Cost as requested in the "Cost of Proposed Solution" tables located in "Part VIII OFFER" section of this RFP. The selected lowest cost proposal will receive 35 points allocated for the Price Proposal. Financial scores for all other proposals will be calculated using the following equation (scores will be rounded to the nearest whole number):

Lowest overall Bidder cost / bidder cost X 35 = Points Assessed

Example: Bidder A Total Cost is \$25,000.00

Bidder B Total Cost is \$27,500.00

Bidder A:  $\$25,000 / \$25,000 \times 35 = 35$  Points Assessed to Bidder A  
Bidder B:  $\$25,000 / \$27,500 \times 40 = 32$  Points Assessed to Bidder B

## **B. Award**

The award shall be made to the responsive Bidder(s) meeting the criteria established in this RFP and providing the highest Evaluation Process score. It is the intent of the State to award multiple contracts. The State reserves the right to reject any or all proposals or any part thereof. If an award is made, it shall be in the form of a State of New Hampshire Contract.

If the State, determines to make an award, the State will issue an "intent to negotiate" notice to the selected Bidder based on these evaluations. Should the State be unable to reach agreement with the selected Bidder during Contract discussions, the State may then undertake Contract discussions with the second highest scoring Bidder and so on, or the State may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

## **PART VI TERMS AND CONDITIONS RELATED TO THE RFP PROCESS**

### **A. RFP Addendum**

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

### **B. Non-Collusion**

The Bidder's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Contractors and without effort to preclude the State from obtaining the best possible competitive Proposal.

### **C. Property of the State**

All material received in response to this RFP shall become the property of the State and will not be returned to the Bidder. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

### **D. Confidentiality of a Proposal**

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Bidder's disclosure or distribution of Proposals other than to the Bureau of Purchase and Property will be grounds for disqualification.

### **E. Public Disclosure**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and bidder 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.

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the award of a contract by G&C. Therefore, 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 which the bidder deems confidential. Bids and proposals which 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.

Notwithstanding a Vendor's designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal, Vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online via the State's website.

## **F. Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the Bureau of Purchase and Property to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

## **G. Proposal Preparation Cost**

By submitting a Proposal, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

## **H. Ethical Requirements**

From the time this RFP is published 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 will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any State agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

## **PART VII CONTRACT TERMS AND AWARD**

### **A. Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or future RFQ/SOW or make an award by item, part or portion of an item, group of items, or total Proposal. The award of the Contract under this procurement does not guarantee award of any future RFQ/SOW.

### **B. Award**

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire.

### **C. Standard Contract Terms**

The State will require the successful bidder to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

To the extent that a Bidder believes that exceptions to the standard form contract will be necessary for the vendor to enter into the Agreement, the Bidder should note those issues during the Bidder inquiry period. The State will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the State accepts a Bidder's exception the State will, at the conclusion of the inquiry period, provide notice to all potential bidders of the change to the P-37 and indicate that change is available to all potential bidders.

Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

**IF AWARDED A CONTRACT**, The Vendor must complete the following sections of the attached Agreement

State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

- Provide certificate of insurance with the minimum limits required as described below.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

**CERTIFICATE OF INSURANCE:**

Bidders awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall comprehensive include general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

**CONTRACT(S) TERM:**

The term of the contract shall commence upon approval of the Governor and Executive Council through December 31, 2023, a period of approximately three (3) years.

The contract may be extended for two (2) additional one-year extensions 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 Governor and Executive Council. The maximum term of the contract (including extensions) shall not exceed five (5) years.

**TERMINATION:**

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

**VENDOR CERTIFICATIONS:**

All Vendors must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to award, Vendors 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>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** An award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://www.sos.nh.gov/corporate>.

- **CONFIDENTIALITY & CRIMINAL RECORD:** If required by the using agency, the Vendor will have signed by each of its employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**TERMS OF PAYMENT:**

Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

**PAYMENT:**

Payment method (ACH). **Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>**

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

Proposal results will not be given by telephone. On the date of proposal closing, only the number of bidders submitting responses will be made public. Specific response information will not be given out. Proposal results (bidder names and rank or scores) will be made public five days prior to submission to Governor and Council for final approval of the contract(s).

**Proposal results may be viewed on our website at: <https://das.nh.gov/Purchasing/vendorresources.asp> when they become public.**

**PART VIII OFFER**

Bidder hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

**VENDOR PROPOSED POSITION RATES PRICING TABLE**

The below cost table shall be used for the financial scoring of this RFP. Use the below cost table to indicate the proposed not-to-exceed hourly cost associated with the corresponding position. The State will evaluate cost based upon the aggregate of rates provided.

POSITION	Year 1	Year 2	Year 3
	Hourly Rate	Hourly Rate	Hourly Rate
PROJECT MANAGER			
M365&CS BUSINESS ANALYST			
MICROSOFT/OFFICE 365 GLOBAL ADMINISTRATOR			
COMPLIANCE ADMINISTRATOR			
EXCHANGE ADMINISTRATOR			
GROUPS ADMINISTRATOR			
SHAREPOINT ADMINISTRATOR			
DYNAMICS 365 ADMIN ISTRATOR			
TEAMS ADMINISTRATOR			
MICROSOFT TECHNICAL ARCHITECT			
MICROSOFT LEAD PLATFORM DEVELOPERS			
<b>Hourly Rate Total for each year</b>			
			<b>Total Amount of Hourly Rates</b>

				\$
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**BIDDER CONTACT INFORMATION:**

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

Contact Person	Local Telephone Number	Toll Free Telephone Number
E-mail Address	Company Website	DUNS #
Bidder Company Name	Bidder Address	

**Note: To be considered, proposal must be signed and notarized on front cover sheet in the space provided.**

# SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 11/7/2019)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

#### **9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

#### **10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### **15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.