STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

New Hampshire DoIT

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov

Denis Goulet, Commissioner

August 20, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Pursuant to MOP 150, VII (C), authorize the Department of Information Technology, on behalf of the Department of Health and Human Services, New Hampshire Hospital and New Hampshire Employment Security, to enter into the third year installment of an enterprise license agreement (ELA) with Dell Marketing LP (VC#177823), Pittsburgh, PA for the third and final installment for Quest Oracle Application Developers license (TOAD), at a cost of $111,765.05, effective upon Governor and Council approval through June 30, 2028. **100% Other Funds.**

Funds are available in the following account for Fiscal Year 2027 upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME-AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	SFY 27	Total Amount
01-03-03-030010-76950000-IT for DHHS-038-509038-Technology Software	$ 73,764.94	$ 73,764.94
01-03-03-030010-76270000-IT for NHES-038-500178-Software Mainframe/Network	$ 30,000.00	$ 30,000.00
01-03-03-030010-76270000-IT for NHES-038-500177-Software License/Network	$ 8,000.11	$ 8,000.11
		$ 111,765.05

EXPLANATION

The three-year ELA structure was selected as it provided substantial cost protection and remediation related to Quest's recent audit findings. During that audit, the State was assessed with approximately $52,000 in penalties and fees. By entering this ELA, Quest agreed to waive all audit-related fees and lock in pricing for a full three-year term - critical given that licensing costs have increased consistently year over year. The underlying contract term has expired as of June 30, 2026, the third-year payment remains necessary to fulfill the terms of the original 3-year ELA commitment and to retain the financial and licensing benefits negotiated at the time of purchase.

Respectfully Submitted,

Denis Goulet

Denis C. Goulet Commissioner/CIO
Department of Information Technology

DG/lmr
RID#90472

State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
1114231
This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 08/12/2026
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Vendor Paid
Terms: Net 30
Due Days: 30

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

DELL MARKETING LP
1 DELL WAY MAIL STOP RR1-33
ROUND ROCK TX 78682

Ship To:

DEPT OF INFORMATION TECHNOLOGY
27 HAZEN DR
CONCORD NH 03301

Vendor #: 177823
Contact: Wyatt Busbee

Phone: 512-720-7343
Fax: 9 1 512 283 8209

AGENCY CONTACT: CHRIS LEWIS (603) 223-5754

In accordance with Qte: 1040584

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before December 31, 2026 unless specified by line YEAR 3 CUSTOMER AGREEMENT#: 530032842920 QUOTE#: 3000182534673.1 R&R#: 90472 ATTN TO: Department of Information Technology Attn: Matt Ensign-DHHS or Brett Krochmal-NHES P#: 603-230-3433 E: matthew.s.ensign@doit.nh.gov patricia.m.dickinson@doit.nh.gov william.e.laycock@doit.nh.gov brett.s.krochmal@doit.nh.gov **EMAIL INVOICE TO*** accountspayable@doit.nh.gov		
1	1.00	EA	QUEST ERWIN DATA MODELR-DHHS-YR3 TERM: 08/31/2026-08/31/2027 Vendor Item Number: SKU #: AD109025 Vendor Item Desc:	10,441.46000	10,441.46
2	1.00	EA	QUEST ERWIN DATA MODELR-NHES-YR3 TERM: 08/31/2026-08/31/2027 Vendor Item Number: SKU #: AD109025 Vendor Item Desc:	4,762.47000	4,762.47
3	1.00	EA	QUEST ERWIN DATA MODELR-NHES-YR3 TERM: 08/31/2026-08/31/2027 Vendor Item Number: SKU #: AD109025 Vendor Item Desc:	616.46000	616.46
4	1.00	EA	QUEST TOAD DBA STE ORCL-DHHS-YR3 TERM: 08/31/2026-08/31/2027 Vendor Item Number: SKU #: AD109026 Vendor Item Desc:	14,332.97000	14,332.97
5	1.00	EA	QUEST TOAD DBA STE ORCL-NHES-YR3 TERM: 08/31/2026-08/31/2027 Vendor Item Number: SKU #: AD109026 Vendor Item Desc:	7,383.65000	7,383.65
6	1.00	EA	QUEST TOAD ORCL DEV ENT-DHHS-YR3 TERM: 08/31/2026-08/31/2027 Vendor Item Number: SKU #: AD109023 Vendor Item Desc:	48,990.51000	48,990.51

Buyer: James E Noel
Phone: 603-271-3290
Process Level: 00300

Total Amount: $111,765.05

******** CONTINUED ********

State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
1114231

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

Date: 08/12/2026
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Vendor Paid
Terms: Net 30
Due Days: 30

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

DELL MARKETING LP
1 DELL WAY MAIL STOP RR1-33
ROUND ROCK TX 78682

Ship To:

DEPT OF INFORMATION TECHNOLOGY
27 HAZEN DR
CONCORD NH 03301

Vendor #: 177823
Contact: Wyatt Busbee

Phone: 512-720-7343
Fax: 9 1 512 283 8209

AGENCY CONTACT: CHRIS LEWIS (603) 223-5754

In accordance with Qte: 1040584

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
7	1.00	EA	QUEST TOAD ORCL DEV ENT-NHES-YR3 TERM: 08/31/2026-08/31/2027 Vendor Item Number: SKU #: AD109023 Vendor Item Desc:	25,237.53000	25,237.53
			Purchase Order Summary		
			Goods Total:		$111,765.05
			Order Total:		$111,765.05

Buyer: James E Noel
Phone: 603-271-3290
Process Level: 00300

Total Amount: **$111,765.05**

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT; REMEDIES.

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

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

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

DATE: 08/03/2026

TO: CHARLES ARLINGHAUS, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

Requester: Chris Lewis	**Agency:** Dept of Information Technology
Commodity: 208 Computer Software	**Vendor:** Dell Marketing LP (V#177823)
RFB/RFP/RFQ (if applicable) RQ260596	**Contract:** Expired Contract 8003194
Est. Amount: $111,765.05	

IN ACCORDANCE WITH RSA 21-I:11, I(2)(B), IT IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21-I:11, I(A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Department of Information Technology (DOIT) requests approval to process procurement for the third year installment of a 3-year enterprise license agreement with Quest regarding Tools for Oracle Application Developers (TOAD)-Oracle, Erwin Data Modeler, and the Toad DBA Suite, that was originally established under statewide software contract 8003194 with Dell Marketing LP. This agreement was established in 2024 via request for quote to all statewide software contracted vendors at that time, where by the State of New Hampshire awarded the purchase to Dell Marketing LP. Obtaining a fixed cost software subscription is a cost saving opportunity as costs of this type of software increase 6-10% annually.

Software contract 8003194 with Dell Marketing LP has expired June 30, 2026 with no available option to extend or establish a new contract direct to Dell. To complete this purchase and secure the cost savings achieved by the 3-year agreement, an off-contract waiver of competitive bid is required. RFQ award to Dell, resulted in a cost savings of $7,122.28 over the next lowest competitor supplied quote. Years 1 and 2 were purchased via purchase order against contract via PO1103132 and PO1109936, each for $111,765.05.

The DOIT requests approval of waiver to purchase off contract for the final processing of year 3 for Quest software applications, through RQ260596 of $111,765.05, upon approval of the Governor and Executive Council.

SUBMITTED FOR ACCEPTANCE BY:

CET Digitally signed by Corinne E Tatro@das.nh.gov DN: cn=Corinne E Tatro@das.nh.gov Date: 2026.08.03 12:00:22 -04'00'

Digitally signed by Mathew T Stanton Date: 2026.08.06 12:55:14 -04'00'

PA / ADMIN / DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

for **GARY S. LUNETTA, DIRECTOR**
DIVISION OF PROCUREMENT & SUPPORT SERVICES
ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

8/6/26
CHARLES M. ARLINGHAUS, COMMISSIONER **DATE**
DEPARTMENT OF ADMINISTRATIVE SERVICES

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF INFORMATION SERVICES

Lori A. Weaver
Commissioner

Ernest G. Gillan
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9404 1-800-852-3345 Ext. 9404
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 30, 2026

Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Re: Waiver to Pay Third-Year Invoice on 3-year Purchase with Dell Marketing LP

We are requesting approval to pay the third-year invoice associated with our three-year Enterprise License Agreement (ELA) with Quest; procured through Dell Marketing LP Contract# 8003194; Tools for Oracle Application Developers (TOAD)-Oracle, Erwin Data Modeler, and the Toad DBA Suite. Although the underlying contract term has expired as of June 30, 2026, the third-year payment remains necessary to fulfill the terms of the original 3-year ELA commitment and to retain the financial and licensing benefits negotiated at the time of purchase.

The three-year ELA structure was selected as it provided substantial cost protection and remediation related to Quest's recent audit findings. During that audit, the State was assessed with approximately $52,000 in penalties and fees. By entering this ELA, Quest agreed to waive all audit-related fees and lock in pricing for a full three-year term - critical given that licensing costs have increased consistently year over year.

The advantages of the ELA - including the waived penalties, locked-in pricing, and unlimited licensing - were granted contingent on the State's commitment to all three years of the agreement. Paying the third-year invoice completes this obligation and ensures uninterrupted use of the products as well as continued protection from price increases.

A waiver is requested to encumber the funds and process the third-year invoice with Dell Marketing, Contract# 8003194 that expired on June 30, 2026, to complete the 3-year Quest ELA and preserve the financial and operational advantages previously negotiated. At the time only 2 vendors provided quotes – see below for comparison of cost and savings at the time.

Quotes: 10/8/2024	**Dell Marketing LP**	**Insight**	
Toad DBA 3-yr	$ 65,149.85	$ 66,850.60	
Toad Dev 3-yr	$ 222,684.16	$ 228,497.36	
Erwin Data Modeler	$ 47,461.16	$ 48,700.14	
TOTAL:	$ 335,295.17	$ 344,048.10	
		Savings:	$ 8,752.93

Sincerely,

E. Gillan Jr

Ernest Gillan
Director, Information Services

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFQ Bid Summary

Requisition#	Quest Software	Agency	DOIT

Qty.	UOM	Product Description	Dell	SHI	Insight
			Extended Cost	Extended Cost	Extended Cost
		3-yr Quest software agreement	**$335,295.17**	$342,417.45	$344,048.10
			$335,295.17	$342,417.45	$344,048.10

Special Notes:	Cost avoidance	$7,122.28
	Cost avoidance	2%
		Dell

DELL Technologies

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page.**

Quote No.	**3000182524673.1**
Total	**$335,295.17**
Customer #	530032842920
Quoted On	Oct. 23, 2024
Expires by	Nov. 09, 2024
Contract Name	State of New Hampshire ITS75 Eligible Entity Agreement
Contract Code	C000001040584
Customer Agreement #	ITS75 Software

Sales Rep	Cynthia Dolloff
Phone	1(800) 456-3355, 7289469
Email	Cynthia_Dolloff@Dell.com
Billing To	STATE OF NEW HAMPSHIRE 27 HAZEN DR DEPT OF INFORMATION TECH CONCORD, NH 03301

Message from your Sales Rep

Legal Name for Dell Financial Services: NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

Regards,
Cynthia Dolloff

Shipping Group

Shipping To

STATE OF NEW HAMPSHIRE
27 HAZEN DR
DEPT OF INFORMATION TECH
CONCORD, NH 03301
(603) 223-5760

Shipping Method

Standard Delivery

	Quantity	Unit Price	Subtotal
1. NH DOIT QUEST TOAD ORACLE DEV STE ENT LIC/MNT 8/31/24-8/31/27	**1**	**$222,684.16**	**$222,684.16**
2. NH DOIT QUEST ERWIN DATA MODELR WRKGRP ED EN 24/7 LIC/MNT 8/31/24-8/31/27	**1**	**$47,461.16**	**$47,461.16**
3. NH DOIT QUEST TOAD DBA SUITE ORACLE ENT LIC/MNT 8/31/24-8/31/27	**1**	**$65,149.85**	**$65,149.85**

Subtotal:	**$335,295.17**
Shipping:	**$0.00**
Non-Taxable Amount:	**$335,295.17**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$335,295.17**

Public embedded terms Language (formerly RPA)

1. **Customer shall insert the following on its associated Purchase Order (PO):**
"Quote # 3000182524673.1, dated October 23, 2024, with all terms and conditions, is hereby incorporated by reference in this PO. The PO and Quote shall supersede all previous Quotes for this opportunity. Any additional purchase order terms and conditions applicable to this PO shall apply only to Vendor or Contractor and not to the payment commitment to Dell Financial Services L.L.C. contained in the Quote. Customer will remit all Payments to P.O. BOX 5292, Carol Stream, IL 60197-5292."
2. This Quotation is a sale of goods and is not a services contract. Customer's purchase order must be received by Dell no later than 11/09/2024
3. Acceptance of the products stated on this Quotation shall occur upon receipt.
4. Failure to make any one payment will require Customer to discontinue using all Software licenses and certify it has uninstalled and is no longer using the Software or related services on this Quotation. Early termination by Customer is only permitted in the event that fiscal funding is eliminated for the project with which the above products are associated. Furthermore, termination for lack of fiscal funding may only occur at the annual anniversary date of this Quotation. Customer agrees that continued use of this Software after declaring a non-appropriation will require Customer to continue to pay for the Software, so Customer does not violate the Takings Clause of the US Constitution and other applicable state and local laws.
5. The total purchase price for the items set forth above shall be payable in the following periodic payment installments (each a "Due Date" and each installment amount a "Payment") as outlined below. Payment must be received by the due date or a late fee will be assessed in accordance with any applicable prompt payment act. Dell assigns its rights to the Payments and any applicable late charge hereunder to Dell Financial Services L.L.C. ("DFS") and DFS may invoice Customer for the Payments, and Customer shall make Payments to DFS in accordance with these provisions. All Payments shall be made to Dell Financial Services L.L.C., PAYMENT PROCESSING CENTER, P.O. BOX 5292 Carol Stream, IL 60197-5292.
6. Customer agrees that notwithstanding anything in the Agreements, DFS and its successors and assignees may at any time and without notice further assign the Payment, in whole or in part.

Payment Amount	Payment Due Date
$ 111,765.06	12/31/2024
$ 111,765.06	12/31/2025
$ 111,765.05	12/31/2026

Shipping Group Details

Shipping To	Shipping Method
ERICA ALLEN STATE OF NEW HAMPSHIRE 27 HAZEN DR DEPT OF INFORMATION TECH CONCORD, NH 03301 (603) 223-5760	Standard Delivery

	Quantity	Unit Price	Subtotal
1. NH DOIT QUEST TOAD ORACLE DEV STE ENT LIC/MNT 8/31/24-8/31/27	1	$222,684.16	$222,684.16
SKU: AD109023 **MFG Part #:** **OLS Purchase Type:** RETAIL **Current Duration:** **Total Duration:** **Maint. End Date:**			
2. NH DOIT QUEST ERWIN DATA MODELR WRKGRP ED EN 24/7 LIC/MNT 8/31/24-8/31/27	1	$47,461.16	$47,461.16
SKU: AD109025 **MFG Part #:** **OLS Purchase Type:** RETAIL **Current Duration:** **Total Duration:** **Maint. End Date:**			
3. NH DOIT QUEST TOAD DBA SUITE ORACLE ENT LIC/MNT 8/31/24-8/31/27	1	$65,149.85	$65,149.85
SKU: AD109026 **MFG Part #:** **OLS Purchase Type:** RETAIL **Current Duration:** **Total Duration:** **Maint. End Date:**			

SHI

Pricing Proposal
Quotation #: 25165745
Created On: 8/7/2024
Valid Until: 8/30/2024

NH-Department of Health and Human Services

Matthew Ensign
United States
Phone: (603) 230-3433
Fax:
Email: Matthew.S.Ensign@doit.nh.gov

Field Account Manager

Zach Reichl
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-3007
Fax:
Email: Zach_Reichl@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	TOAD FOR ORACLE DEVELOPMENT SUITE ENTERPRISE TERM LICENSE/MAINTENANCE PACK Quest Software - Part#: TFT-TOD-TK Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 8003473 Coverage Term: 8/31/2024 – 8/31/2027	1	$227,414.38	$227,414.38
2	TOAD DBA SUITE FOR ORACLE ENTERPRISE TERM LICENSE/MAINT PACK Quest Software - Part#: DBG-TOD-TK Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 8003473 Coverage Term: 8/31/2024 – 8/31/2027	1	$66,533.75	$66,533.75
3	ERWIN DATA MODELER WORKGROUP EDITION ENTERPRISE 24X7 TERM LICENSE/MAINT Quest Software - Part#: ALC-ERW-TB-247 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 8003473 Coverage Term: 8/31/2024 – 8/31/2027	1	$48,469.32	$48,469.32
			Total	$342,417.45

1. Customer shall insert the following on its associated Purchase Order (PO):
"Quote # 25165745, dated August 7, 2024, with all terms and conditions, is hereby incorporated by reference in this PO. The PO and Quote shall supersede all previous Quotes for this opportunity. Any additional purchase order terms and conditions applicable to this PO shall apply only to Vendor or Contractor and not to the payment commitment to Dell Financial Services L.L.C. contained in the Quote. Customer will remit all Payments to P.O. BOX 5292, Carol Stream, IL 60197-5292."
2. This Quotation is a sale of goods and is not a services contract. Customer's purchase order must be received by Dell no later than 08/30/2024
3. Acceptance of the products stated on this Quotation shall occur upon receipt.
4. Failure to make any one payment will require Customer to discontinue using all Software licenses and certify it has uninstalled and is no longer using the Software or related services on this Quotation. Early termination by Customer is only permitted in the event that fiscal funding is eliminated for the project with which the above products are associated. Furthermore, termination for lack of fiscal funding may only occur at the annual anniversary date of this Quotation. Customer agrees that continued use of this Software after declaring a non-appropriation will require Customer to continue to pay for the Software, so Customer does not violate the Takings Clause of the US Constitution and other applicable state and local laws.
5. The total purchase price for the items set forth above shall be payable in the following periodic payment installments (each a "Due Date" and each installment amount a "Payment") as outlined below. Payment must be received by the due date or a late fee will be assessed in accordance with any applicable prompt payment act. SHI International Corp., Inc. assigns its rights to

the Payments and any applicable late charge hereunder to Dell Financial Services L.L.C. ("DFS") and DFS may invoice Customer for the Payments, and Customer shall make Payments to DFS in accordance with these provisions. All Payments shall be made to Dell Financial Services L.L.C., PAYMENT PROCESSING CENTER, P.O. BOX 5292 Carol Stream, IL 60197-5292.

6. Customer agrees that notwithstanding anything in the Agreements, DFS and its successors and assignees may at any time and without notice further assign the Payment, in whole or in part.

Payment Amount	Payment Due Date
$ 114,139.15	10/15/2024
$ 114,139.15	10/15/2025
$ 114,139.15	10/15/2026

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

Insight PUBLIC SECTOR

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10198366

STATE OF NEW HAMPSHIRE
25 CAPITOL ST RM 416
CONCORD NH 03301-6312

SHIP-TO

OFFICE OF INFORMATION TECHNOLOGY
27 HAZEN DR
CONCORD NH 03301-6503

Quotation

Quotation Number	0227650836
Document Date	06-AUG-2024
PO Number	
PO Release	
Sales Rep	Ryan Robbins
Email	RYAN.ROBBINS@INSIGHT.COM
Phone	+14803333400

We deliver according to the following terms:

Payment Terms	Net 30 days
Ship Via	Electronic Delivery
Terms of Delivery	FOB DESTINATION
Currency	USD

Material	Material Description	Quantity	Unit Price	Extended Price
TFT-TOD-TK	QUEST TOAD FOR ORACLE DVLPR ED ENT TERM MNT PACK Coverage Dates: 31-AUG-2024 - 31-AUG-2027 OPEN MARKET	1	228,497.36	228,497.36
DBG-TOD-TK	QUEST TOAD FOR ORACLE DBA EDITION TERMLICENSE/MAINT PACK Coverage Dates: 31-AUG-2024 - 31-AUG-2027 OPEN MARKET	1	66,850.60	66,850.60
ALC-ERW-TB-247	QUEST ERWIN DATA MODELER WORKGROUP ENTERPRISE 24X7 TERM LICENSE/MAINT Coverage Dates: 31-AUG-2024 - 31-AUG-2027 OPEN MARKET	1	48,700.14	48,700.14

Product Subtotal	344,048.10
TAX	0.00
Total	344,048.10

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ryan Robbins
RYAN.ROBBINS@INSIGHT.COM

PURCHASE ORDER REQUIREMENTS:
Quote Number:227650836

Purchase Order Number: ______________________________

Authorized by/Title: ______________________________ (please print)

Authorized Signature: ______________________________ Date: ____________

Additional signature, where required

Authorized by/Title: ______________________________ (please print)

Authorized Signature: ______________________________ Date: ____________

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

1. Customer shall insert the following on its associated Purchase Order (PO):
"Quote # 0227650836, dated August 6, 2024, with all terms and conditions, is hereby incorporated by reference in this PO. The PO and Quote shall supersede all previous Quotes for this opportunity. Any additional purchase order terms and conditions applicable to this PO shall apply only to Vendor or Contractor and not to the payment commitment to Dell Financial Services L.L.C. contained in the Quote. Customer will remit all Payments to P.O. BOX 5292, Carol Stream, IL 60197-5292."
2. This Quotation is a sale of goods and is not a services contract. Customer's purchase order must be received by Dell no later than 08/31/2024
3. Acceptance of the products stated on this Quotation shall occur upon receipt.
4. Failure to make any one payment will require Customer to discontinue using all Software licenses and certify it has uninstalled and is no longer using the Software or related services on this Quotation. Early termination by Customer is only permitted in the event that fiscal funding is eliminated for the project with which the above products are associated. Furthermore, termination for lack of fiscal funding may only occur at the annual anniversary date of this Quotation. Customer agrees that continued use of this Software after declaring a non-appropriation will require Customer to continue to pay for the Software, so Customer does not violate the Takings Clause of the US Constitution and other applicable state and local laws.
5. The total purchase price for the items set forth above shall be payable in the following periodic payment installments (each a "Due Date" and each installment amount a "Payment") as outlined below. Payment must be received by the due date or a late fee will be assessed in accordance with any applicable prompt payment act. Insight Direct USA, Inc. assigns its rights to the Payments and any applicable late charge hereunder to Dell Financial Services L.L.C. ("DFS") and DFS may invoice Customer for the Payments, and Customer shall make Payments to DFS in accordance with these provisions. All Payments shall be made to Dell Financial Services L.L.C., PAYMENT PROCESSING CENTER, P.O. BOX 5292 Carol Stream, IL 60197-5292.
6. Customer agrees that notwithstanding anything in the Agreements, DFS and its successors and assignees may at any time and without notice further assign the Payment, in whole or in part.

Payment Amount	Payment Due Date
$ 114,682.70	10/15/2024
$ 114,682.70	10/15/2025
$ 114,682.70	10/15/2026

STATE OF NEW HAMPSHIRE

Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Posting Date: July 22, 2026

NOTICE OF CONTRACT
(EXPIRED)

EXPIRED

COMMODITY/SERVICE: **COMPUTER SOFTWARE AND SERVICES**

CONTRACT NO.: **8003194 - EXPIRED**

COMMODITY CODE: 208-00

VENDOR: Dell Marketing, L.P.
PO Box 643561
Pittsburgh, PA 15264

VENDOR #: 177[illegible]

CONTACT PERSON(s): Wyatt Busbee – Inside Sales Manager
E-Mail: Wyatt.Busbee@Dell.com

CONTRACT PERIOD: April 3, 2023 through June 30, 2026

PAYMENT TERMS: Net 30

PAYMENT: Payments shall be made via Procurement Card (P-Card –Credit Card) or ACH*. Orders charged upon delivery/shipment.

*If the agency is enrolled in the P-card Program, payments shall be made via P-card. The resulting contract has mandatory Procurement Card usage for agencies enrolled in the State P-Card Program.

INVOICING: All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

Invoicing shall be done to the Agency Remit Account on the basis of each order completed, or other mutually agreed upon timeframe between Contractor and agency (example: monthly invoice). Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants will be in accordance with their individual requirements.

NO ORDERS MAY BE SUBMITTED AFTER THE EXPIRATION DATE HAS OCCURRED. PAYMENTS ARE ONLY AUTHORIZED FOR THIS CONTRACT FOR ORDERS PLACED PRIOR TO THE EXPIRATION DATE. ANY ORDERS PLACED UNDER THIS CONTRACT AFTER THE EXPIRATION DATE WILL NOT BE AUTHORIZED OR PERMITTED.

QUESTIONS: Direct any questions to Corrine Tatro, 603-271-4308, Corrine.E.Tatro@das.nh.gov