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

DATE: 8/2/19

CONTRACT #: 8002569 **NIGP CODE:** 920-3900

CONTRACT FOR: Desktop/LAN/WAN Repair Services

CONTRACTOR: GSC IT Solutions **VENDOR CODE #:** 226884

SUBMITTED FOR ACCEPTANCE BY:

ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
DATE 8/2/19

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RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY
DATE 8/5/19

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APPROVED FOR ACCEPTANCE BY:

GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
DATE 8/5/19

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES
DATE 8-7-19

Revised 11/6/17 PAR

Subject: Desktop /LAN/WAN Technical Repair Services

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 State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name GSC IT Solutions		1.4 Contractor Address 1000 Elm Street, Suite 30 Manchester, NH 03101	
1.5 Contractor Phone Number 603-483-3306	1.6 Account Number Various	1.7 Completion Date September 30, 2022	1.8 Price Limitation $175,000.00
1.9 Contracting Officer for State Agency Erica Brisson, Purchasing Agent		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature Susan Rand King		1.12 Name and Title of Contractor Signatory GSC IT Solutions, Inc Susan Rand-King, President	

1.13 Acknowledgement: State of NH, County of Hillsborough

On July 28, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

EDITH S. GOSSELIN MY COMMISSION EXPIRES DECEMBER 7, 2021 NEW HAMPSHIRE NOTARY PUBLIC

(Seal)

1.13.2 Name and Title of Notary or Justice of the Peace

Edith S. Gosselin, Notary

1.14 State Agency Signature Date: 8-7-19	1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 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.
9.2 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.
9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive 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; 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.

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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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. 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 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.

17. 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.

18. 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.

19. 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. 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

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EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

GSC IT Solutions (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Desktop/LAN/WAN Technical Repair Services in accordance with the bid submission in response to State Request for Bid #2206-20 and as described herein.

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 Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFB 2206-20

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) EXHIBIT C "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Payment Terms," (4) EXHIBIT A "Scope of Services," and (5) EXHIBIT D "RFB 2206-20."

3. TERM OF CONTRACT

This contract shall commence on October 1, 2019 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

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

4. SCOPE OF WORK

Desktop/LAN/WAN Technical Services shall be engaged on an "as needed" basis. There is no guaranteed minimum for these contracts. The Contractor must be able to respond to repair services as needed. Contractor should not rely on this contract to sustain a business presence in this region for the period of the contract.

Contractor shall employee personnel who can repair, install, operate and maintain desktop computer, printers and WAN/LAN equipment and peripherals. These services shall include:

a. Services to repair covered hardware or software.
This includes the repair, installation or upgrade of equipment which may be identified as computer desktop and peripherals (printers, external hard drives, scanners, etc.); Local and Wide Area Network (LAN/WAN) equipment and software related to their

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operation. These services will be priced according to an hourly rate based on the skills of the technician required for the service. The Contractor shall bill the State based upon the actual time spent on the repair plus parts, with a 1.5-hour minimum charge. Travel time must be built into the rate structure, listed in Exhibit B, and shall not be billed separately. A Request for Quote (RFQ) shall be issued to all the Contractors for any repair service. Award shall be made to the lowest cost response meeting specifications.

b. Annual hardware maintenance agreements.
Agencies may also purchase annual maintenance agreements for equipment based upon the lowest cost from the awarded Contractor(s). A Request for Quote (RFQ) shall be issued to the Contractors for any annual maintenance requests and awarded to the Contractor with the lowest cost meeting specifications.

Contractor must be able to be on site within a maximum of four (4) hours. This is not a contract for staff augmentation. Contractors shall have a permanent staff of personnel readily available for any repair/service calls.

Services will be required for various types of Information Technology (IT) desktop computer repair and network technical services on State hardware. Types of hardware shall include, but not be limited to, the following:

Hardware
Desktop computers
Laptops
Tablets
PDA's and Smartphones
Scanners
Printers and Multifunction Devices
Desktop Computers Software
Plotters
Desktop Software
LAN Hardware
LAN Software
WAN Hardware
WAN Software

Technical services for desktop computers and peripherals, Local and Wide Area Network hardware and software.

TABLE 1 IT SERVICE CATEGORIES

REQUIRED IT SERVICES - HARDWARE and SOFTWARE
For Desktop computers and peripheral hardware and software
Installation
Configuration
Maintenance
Trouble shooting and repair
LAN hardware and Software

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Installation
Configuration
Maintenance
Trouble shooting and repair
WAN hardware and Software
Installation
Configuration
Maintenance
Trouble shooting and repair
Desktop and Server Utility Software Install, Repair, Maintain and Configure
Service Agreements
Service Agreements shall be annual contracts for the repair and
Maintenance of equipment covered under the scope of this solicitation.

SERVICES AND SERVICE DELIVERY

Services shall be delivered in two (2) different forms: Service Calls, characterized by an hourly service charge plus parts, and Service Agreements which are characterized by an annual fee to provide a full range of services required to keep covered hardware in operating condition.

- **Service Calls**

  Service calls are characterized by the State contacting the Contractor to repair, configure or install desktop, LAN or WAN hardware or software, which is not covered by a service agreement and is not supported by State Technical Support Service Division. If the equipment/software is still able to operate or if there is a work around which enables the State to wait for the service, the State Agency shall transmit to all the Contractors a Statement of Work (SOW) via an RFQ and secure an estimate, submit a request and the lowest cost Contractor shall receive a purchase order from the State of New Hampshire, Bureau of Purchase and Property before the service takes place. If the repair must be made sooner, the Contractor shall be summoned, the service performed and the Purchase Order submitted after the repair has taken place.

- **Service Agreement**

  A service agreement will be an arrangement between an agency within the State and the Contractor. The agreement will take the form of a purchase order and will include a Statement of Work which will be specific as to the covered hardware and the time period. The Statement of Work will also include the terms of the agreement which may vary according to needs of the agency owning the equipment. The State Agency shall transmit to all the Contractors a Statement of Work (SOW) via an RFQ and secure a firm fixed price. Award shall be made to the lowest response meeting specifications.

Types of service may include Level 1 Emergency or Level 2 Normal:

Type of Request	Telephone Support	On-site Support
Level 1 Emergency	One (1) hour (24/7)	Four (4) hours (24/7)
Level 2 Normal	One (1) Business Hour (8/5)	One (1) Business Day

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- **Level 1 Service (emergency) –** any service requested by an agency requiring Contractor telephone support within one (1) hour and, upon agency request, on-site support within four (4) hours, 24/7.

- **Level 2 Normal Service –** any service requested by an agency requiring Contractor telephone support within one (1) hour during normal business hours and, upon agency request, on-site support within one (1) business day.

PERSONNEL QUALIFICATIONS

Desktop and network engineers and network administrators are required, with qualifications as described below.

Key Personnel	Minimum Qualifications
Desktop computer engineer*	3 yrs installing, servicing, and configuring desktop computers, A+ certified
Printer repair technician	2 yrs installing, servicing, and configuring printers
Network Administrator*	5 yrs installing, servicing, and configuring LAN equipment, CCNA required. CCNP preferred
Network Engineer	5 yrs installing, servicing, and configuring WAN equipment, CCNP required, CCIE preferred and 10 years of experience

SERVICE PERSONNEL LOCATIONS & PHONE NUMBERS

Contractor phone number that shall be available 24/7.

603-485-7100

PRE-ENGAGEMENT CHECKLIST

Hourly services and fixed price deliverables must be based upon a complete understanding by the Contractor of the expectations the agency has and the details surrounding the task, which must be performed. To the greatest extent possible the Contractor must prepare itself to be able to begin work upon arrival at the State. All questions which require answers by State personnel who will not be on site while the task is being performed, must be answered prior to the Contractor submitting a pricing quotation and/or arriving on site to perform the task.

The Department of Information Technology has developed a pre-engagement checklist which the Contractors shall use and add items as required such that when the Contractor arrives on site all questions necessary to begin work have been answered. This checklist must be attached to new Statements of Work and if they do not have sufficient information to allow the Contractor to begin work the Contractor must seek clarification from the State.

Pre-Engagement Checklist

Because most services will be secured by purchase order it is imperative that the Contractor have sufficient information to construct an accurate quote. Also, the Contractor must be able to begin work upon arrival. Any coordination of necessary installation, configuration or repair information must be done prior to Contractor arrival. This information checklist should be used as a starting point. State and Contractor shall be required to coordinate to not only answer existing questions but to predict new questions which will need to be answered prior to Contractor arrival.

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PRE-ENGAGEMENT CHECKLIST

WORK CATEGORY	Required Information
Server Replacement	
Existing Server	General information about the hardware, number of drives, manufacturer etc.
	Server role, i.e. domain controller, file server, Web server, Exchange, OS etc.
	What is currently used for backups (media type, single tape or multi-slot library, # of tapes in series)?
	Is the tape drive external or internal?
	Number of user account on the server.
	Is email "POP'ed"?
	Software installed on the server
	Admin account
	What will be the impact if the server is down for several hours?
New server	Where will the server be located (is there a rack for a rack mounted model, existing cabinet with depth or height limitations)?
	Will the OS be upgraded (server licenses and CALs)?
	Will the backup software be upgraded?
	Will the new server take on the same role as the old server?
	Does the agency have all the necessary software licenses in hand?
Desktop Replacement	
Existing Desktop	General information about the hardware, OS
	Does the workstation belong to a user or is it a community PC?
	What non-standard sw is installed on the PC and does it need to be reinstalled on the new PC?
	What is impact if the desktop is down for several hours? Is there another PC they can use in the interim?
	Will the old PC be surplused… or what is to happen with the old PC
New desktop	Is the new desktop a replacement or an addition? General info about about the hardware and OS.
	What software was ordered with the PC?
	Will the workstation be imaged? (this only applies if they have purchased Ghost)
	Does the agency have all the software to be reloaded on this PC and own the appropriate licenses and media?
	If it is an addition to the network, are there available IP addresses, power and network drops in the location the PC is to go? If the network or power needs to be added, have they contacted a contractor for this to be done? What is the ETA?
Printer Replacement	

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Existing printer	Make and model of the printer
	Is the printer networked or directly attached to a PC or laptop?
	What will be the impact if the printer is down for several hours?
New Printer	Make and model of the printer.
	Will the new printer be networked or directly attached to a PC or laptop?
	If the printer needs to be networked does it have a network card installed?
	Who needs the printer installed on their devices?
Software Installation	Does the agency have the necessary licenses in hand?
	Does the agency have the required media?
	Does the hardware meet the necessary minimum requirements to install the software?
	Is this an upgrade to existing software?
	Any special instructions with specialized or custom software.
	Does anyone else in the office use the software currently?
Network Hardware Replacement	
Existing Equipment	Make and model of the existing equipment.
	Does the agency have all the necessary login/password information?
	What critical devices attach to the equipment?
	Does the agency have a Visio or network drawing?
	What will be the impact if the equipment is down for several hours?
New equipment	Make and model of the new equipment.
	If wireless, is it being deployed according to the SoNH policy for wireless deployment?
Note	If a desktop, laptop, printer or desktop related peripheral is taken out of service by the contractor alert the OIT inventory Control (Inventory.Control@oit.nh.gov)

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. 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 Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

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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 shall 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 shall 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. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2206-20, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. 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

Contractor Initials SRK
Date 7/03/19

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. 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.

Contractor Initials SRK
Date 7/23/19

EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide Desktop/LAN/WAN Repair services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $175,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

DESKTOP COMPUTER ENGINEER	
Service Performed/ Hours	**Hourly Rate**
Level 1 Emergency Telephone Support	$120.00
Level 1 Emergency On-Site Support	$130.00
Level 2 Normal Telephone Support	$110.00
Level 2 Normal On-Site Support	$120.00
PRINTER REPAIR TECHNICIAN	
Services Performed / Hours	**Hourly Rate**
Level 1 Emergency Telephone Support	$120.00
Level 1 Emergency On-Site Support	$130.00
Level 2 Normal Telephone Support	$110.00
Level 2 Normal On-Site Support	$120.00
NETWORK ADMINISTRATOR	
Services Performed / Hours	**Hourly Rate**
Level 1 Emergency Telephone Support	$130.00
Level 1 Emergency On-Site Support	$140.00
Level 2 Normal Telephone Support	$120.00
Level 2 Normal On-Site Support	$130.00
NETWORK ENGINEER	
Level 1 Emergency Telephone Support	$150.00
Level 1 Emergency On-Site Support	$160.00
Level 2 Normal Telephone Support	$140.00
Level 2 Normal On-Site Support	$150.00

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

PRICING QUOTATIONS

Agencies shall request quotations from all Contractors by providing a SOW via an RFQ describing the services required as well as the Pre-Engagement Checklist. Contractors may also add questions to the Pre-Engagement Checklist. These questions along with answers shall be circulated to all Contractors prior to the deadline for quotations. Contractors shall return pricing quotations within three (3) business days, or as otherwise stated in the RFQ. Quotes shall be honored for sixty (60) days unless otherwise specified in the RFQ. The quoted hourly rates shall not exceed the rates awarded under the contract. Quotations shall be solicited and award shall be based upon the lowest cost meeting the requirements.

Contractor Initials SRK
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The selected Contractor(s) shall guarantee to have the equipment being serviced operating within the time agreed upon per the Statements of Work (SOW)/Request for Quote (RFQ) for each engagement. The SOW/RFQ must, at a minimum, define the nature of the project, the timeframe required for completion, the operational and functional tests required for success and the individual State employee who will act as project leader responsible for sign-off and with whom the Contractor may focus its efforts. Should the Contractor fail to meet the conditions of the SOW, and the failure was not caused by the acts or omissions of the State, then the Contractor shall be liable for all additional costs to the State or other parties to assure that the equipment is operational. This includes the addition and replacement of equipment, additional personnel, and above the anticipated cost had the equipment been available and operating as planned.

ORDERING PROCEDURE FOR SERVICES

The State may contact Contractors directly for emergency service requests. Requests shall be processed and purchase orders issued after the fact for emergencies performed during non-business hours.

In the case of equipment which is still usable, or for which there is a work-around, and the repair does not constitute an emergency, agencies shall process purchase orders complete with attached quote and DoIT approval for Maintenance Contracts and Scheduled Project Services. The Bureau of Purchase and Property shall issue purchase orders on behalf of the State agencies. Any changes to these Purchase Orders must be authorized by the Bureau of Purchase and Property.

REPAIR PARTS

Parts may be purchased only for repair of equipment covered by the Contract.

Parts shall be incidental to the services provided under the contract. The Contractor shall only supply parts to facilitate the repair. The normal channel for purchasing parts which are replaced periodically in the normal course of business (such as toner cartridges) shall be purchased using standard State purchasing procedures and shall not be purchased under these services. The Contractor shall only charge actual incurred costs for obtaining the parts and shall not add any additional markup. Delivery is to be made FOB destination for any order.

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 by Procurement Card when invoice is received.

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.

Contractor Initials SRK
Date 7/23/19

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials SRK
Date 7/23/19

EXHIBIT D

RFB #2206-20 is incorporated here within.

Contractor Initials SRK
Date 7/23/19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER
Wieczorek Insurance
166 Concord St.
Manchester NH 03104

CONTACT NAME: Cheryl Lapointe
PHONE (A/C, No, Ext): (603) 668-3311 FAX (A/C, No): (603) 668-8413
E-MAIL ADDRESS: cheryl@wizinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Granite State Telephone ETAL
600 South Stark Highway
P.O. Box 87
Weare NH 03281

COVERAGES **CERTIFICATE NUMBER:** 19-20 Basic **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ZZV8933372 09	1/1/2019	1/1/2020	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							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	$	1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AWV8982459-08	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							Uninsured motorist combined single	$	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UHV8982698 08	1/1/2019	1/1/2020	EACH OCCURRENCE	$	10,000,000
							AGGREGATE	$	10,000,000
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Cov State MA & NH WHV-D620945-01	1/1/2019	1/1/2020	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
A	Errors & Omissions			LHV8990032-08	1/1/2019	1/1/2020	Limit		2,000,000
							Retention		2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH, Administrative Services
Bureau of Purchase & Property
25 Capital Street, Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert Wieczorek/DMD

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CERTIFICATE OF AUTHORITY

I, Christian H. Rand, Secretary/Treasurer of GSC IT Solutions, Inc. hereby certify that the Board of Directors of GSC IT Solutions, Inc. unanimously passed the following resolution:

RESOLVED: "That the President, "Susan Rand King" is hereby authorized to sign any official document requested by the State of New Hampshire pertaining to the operation of said company."

And I, Christian H. Rand, Secretary/Treasurer of said corporation, FURTHER CERTIFY that the foregoing resolution has not been revoked or rescinded by the Board of Directors.
This remains in full force and effect as of July 23, 2019.

Christian H Rand, Secretary/Treasurer
Duly Authorized

EDITH S. GOSSELIN
STATE OF
MY
COMMISSION
EXPIRES
DECEMBER 7,
2021
NEW HAMPSHIRE
NOTARY PUBLIC

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 GSC IT SOLUTIONS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 17, 2011. 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: **657309**

Certificate Number: **0004554330**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of July A.D. 2019.

William M. Gardner
Secretary of State