

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

DATE: 9/17/15  
CONTRACT #: 8001899  
CONTRACT FOR: Desktop/LAN/WAN Repair Services  
NIGP CODE: 920-3900  
CONTRACTOR: Absolute Computer Options LLC      VENDOR CODE #: 169819

SUBMITTED FOR ACCEPTANCE BY:

Paul L Rhodes  
PAUL RHODES, FINANCIAL & PURCHASING ANALYST      DATE 9/18/15  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

Robert Stowell  
ROBERT STOWELL, ADMINISTRATOR      DATE 9/18/15  
BUREAU OF PURCHASE AND PROPERTY

ENDORSED FOR ACCEPTANCE BY:

Lisa M Pollard  
LISA M. POLLARD, DIRECTOR      DATE 9-21-15  
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.

Vicki Quiram  
VICKI QUIRAM, COMMISSIONER      DATE 9/23/15  
DEPARTMENT OF ADMINISTRATIVE SERVICES



Subject: Desktop/LAN/WAN Technical Repair Services

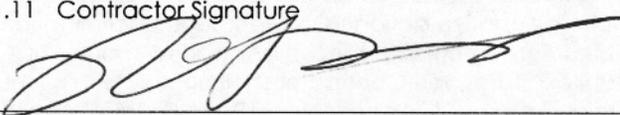
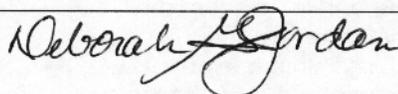
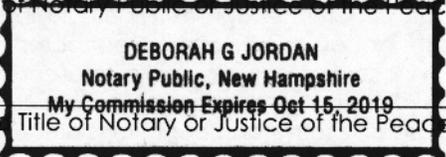
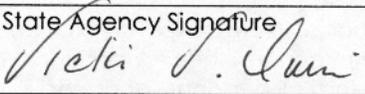
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Absolute Computer Options LLC		1.4 Contractor Address PO Box 1 Weare, NH 03281	
1.5 Contractor Phone Number 603-486-8765	1.6 Account Number N/A	1.7 Completion Date September 30, 2018	1.8 Price Limitation <sup>3</sup> \$150,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Financial & Purchasing Analyst		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Rick Pitts, Managing MGR	
1.13 Acknowledgement: State of _____, County of _____ On <u>9-15-15</u> , 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 [Seal]			
			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner	
Date: <u>9/23/15</u>			
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: _____			

SEP 15 2015 PM 2:10

**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.

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.

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.

## EXHIBIT A

### **PURPOSE**

Absolute Computer Options LLC (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 Repair Services in accordance with the bid submission in response to State Request for Bid #1710-16 and described herein.

### **TERM**

This contract shall commence on October 1, 2015, or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on September 30, 2018. The Contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and 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.

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.

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

The Contractor certifies, by submission 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 Department or Agency.

### **CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and their 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.

### **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.

### **SCOPE OF WORK**

Desktop/LAN/WAN Technical Services shall be completed as mutually agreed upon with State and Contractor. The Contractor shall submit a proposed schedule to the State agency requesting services in accordance with the specifications listed below for Level 1 and Level 2 service requests.

Contractors shall be engaged on an as needed basis for services provided under the Contract. There is no guaranteed minimum for this Contract. The Contractor shall respond to repair services as needed.

Contractors shall be on site within a maximum of four (4) hours from receipt of service call. Contractor shall have a permanent staff of personnel readily available for any repair/service call.

The Contractor shall guarantee to have the equipment being serviced operating within the time agreed upon per the Statements of Work (SOW) for each engagement. The SOW shall, 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 shall 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 and/or additional personnel above the anticipated cost had the equipment been available and operating as planned.

- **Warranty Period on Services.**

The warranty on all services performed shall extend for thirty (30) days after the equipment has been serviced.

- **Warranty Problems.**

All problems reported during the warranty period shall be corrected by the Contractor within two (2) business days, at no additional cost to the State.

Services shall 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

**SERVICES**

The State looks to contract with Vendors who have adequate experience and certifications to provide the services listed below:

**1. Service Calls**

Service calls are defined as the State calling 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. The Contractor shall bill the State based upon the actual time spent on the repair, plus parts, with a 1.5 hour minimum charge.

**Level 1 Service (emergency)** – any service requested by an agency requiring vendor 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 vendor telephone support within one (1) hour during Normal Business Hours and, upon agency request, on-site support within one (1) business day. Service Level 2 from Table 2 above.

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

## 2. Service Agreement

A service agreement is defined as arrangement between an agency within the State and the Contractor. The agreement shall 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 shall also include the terms of the agreement which may vary according to needs of the agency owning the equipment.

Normal Business Hours – 8:00 AM to 4:30 PM EST Monday through Friday, excluding State of New Hampshire Holidays.

## PERSONNEL QUALIFICATIONS

In addition, desktop and network engineers and network administrators are required, with qualifications as described below. Vendors may propose additional personnel.

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
LAN engineer*	5 yrs installing, servicing, and configuring LAN equipment, CCNA certified preferable CCNE
WAN engineer	5 yrs installing, servicing, and configuring WAN equipment, CCNP-certified (CCIE preferred)

## PRE-ENGAGEMENT CHECKLIST

Hourly services and fixed price deliverables under the contract resulting are to 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 is attached as APPENDIX 1. Contractor shall use this checklist 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.

## PRICING QUOTATIONS

Agencies shall request quotations by providing a Statement of Work (SOW) describing the services required as well as the Pre-Engagement Checklist. Contractor may also add questions to the Pre-Engagement Checklist. Contractor shall return pricing quotations within three (3) business days.

Quotes shall be honored for sixty (60) days unless otherwise specified in the SOW. The quoted hourly rates shall not exceed the rates listed in Exhibit B.

### **ORDERING PROCEDURE FOR SERVICES**

The State shall contact Contractor 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 to the Contractor 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 this Contract. 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.

### **PERFORMING SERVICES**

Any deviation in work hours shall be pre-approved by the State prior to any work being done. The State requires ten (10) day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting agency (State).

The Vendor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at its own expense.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor 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 Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as s/he 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 or the State.

The Contractor or its personnel shall not represent themselves as employees or agents of the State.

While on State property, Contractor's employees (and Contractor's sub-contractors if applicable) shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All Contractor personnel (and Contractor's sub-contractors if applicable) shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel (and Contractor's sub-contractors if applicable) shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include 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. The use of any sub-contractor must be approved in advance by the State.

All services performed under this Contract(s) shall be performed between the hours of 7:30 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 Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor 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.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

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.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include 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.

*[Handwritten Signature]*  
*[Handwritten Date: 9/15/15]*

**EXHIBIT B**

**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 \$150,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as September 30, 2018.

**PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS**

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract.

Hourly rates shall be inclusive of travel time and mileage. Travel and mileage shall not be billed separately. All labor rates shall start when personnel arrive at the State work site and end when personnel leave the State work site.

<b>A. DESKTOP COMPUTER ENGINEER</b>	
<b>Service Performed/ Hours</b>	<b>Hourly Rate</b>
Level 1 Emergency Telephone Support	\$50.00
Level 1 Emergency On-Site Support	\$90.00
Level 2 Normal Telephone Support	\$50.00
Level 2 Normal On-Site Support	\$70.00
<b>B. PRINTER REPAIR TECHNICIAN</b>	
<b>Service Performed/ Hours</b>	<b>Hourly Rate</b>
Level 1 Emergency Telephone Support	\$50.00

Level 1 Emergency On-Site Support	\$90.00
Level 2 Normal Telephone Support	\$50.00
Level 2 Normal On-Site Support	\$70.00

**C. LAN ENGINEER**

<b>Service Performed/ Hours</b>	<b>Hourly Rate</b>
Level 1 Emergency Telephone Support	\$80.00
Level 1 Emergency On-Site Support	\$100.00
Level 2 Normal Telephone Support	\$75.00
Level 2 Normal On-Site Support	\$90.00

**D. WAN ENGINEER**

<b>Service Performed/ Hours</b>	<b>Hourly Rate</b>
Level 1 Emergency Telephone Support	\$80.00
Level 1 Emergency On-Site Support	\$100.00
Level 2 Normal Telephone Support	\$75.00

Level 2 Normal On-Site Support	\$90.00
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**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.

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

**EXHIBIT C**

**SPECIAL PROVISIONS**

There are no other special provisions of this contract.

APPENDIX 1

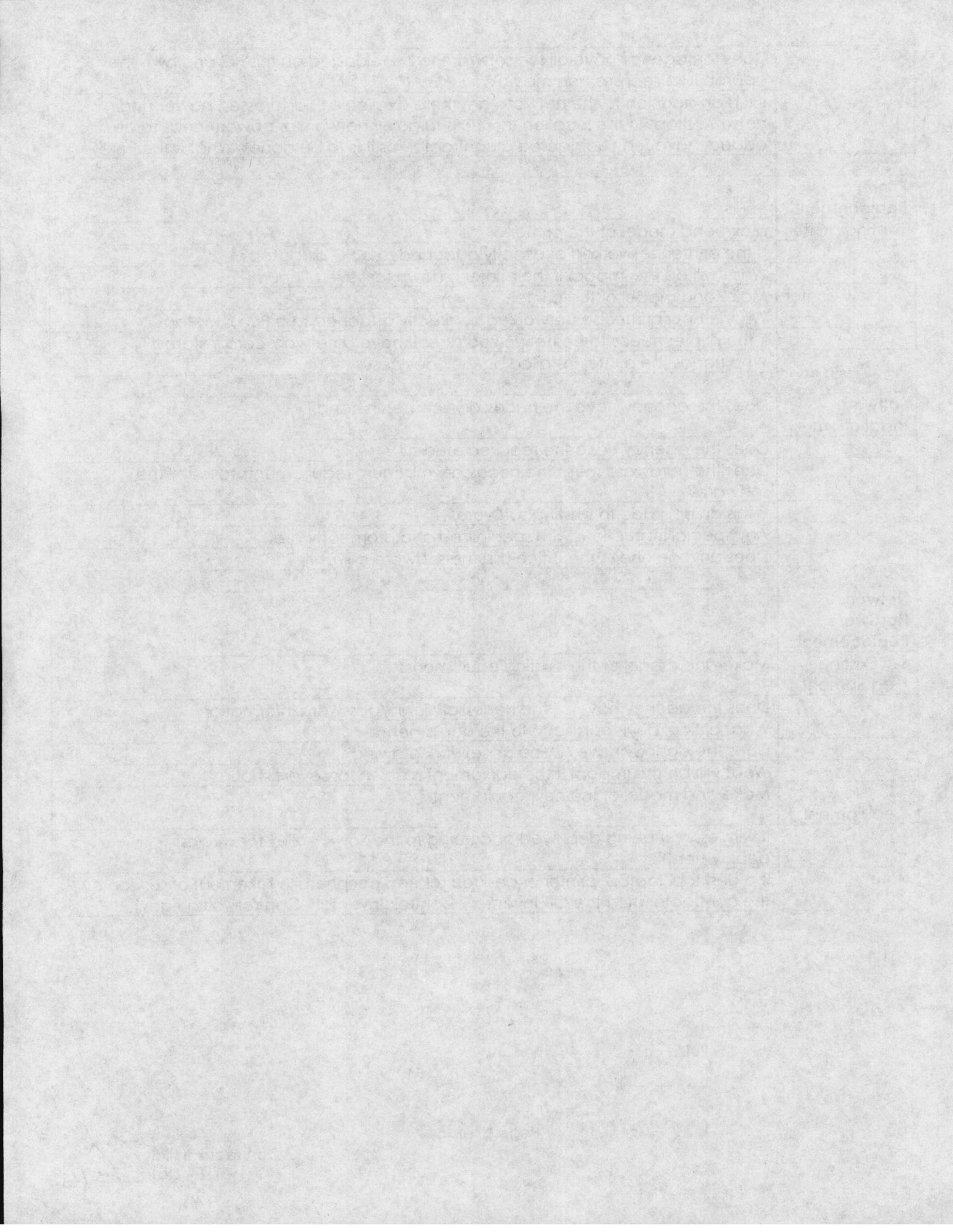
**Pre-Engagement Checklist**

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.

**PRE-ENGAGEMENT CHECKLIST**

<b>Work Category</b>	<b>Required Information</b>
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 accounts 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 surplusd...or what is to happen with the old PC.
New desktop	Is the new desktop a replacement or an addition? General info 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 network or power needs to be added, have they contacted a contractor for this to be done? What is the ETA?
<b>Printer Replacement</b>	
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?
<b>Software Installation</b>	
	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?
<b>Network Hardware Replacement</b>	
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?
<b>Note</b>	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)



State of New Hampshire  
Department of State

CERTIFICATE

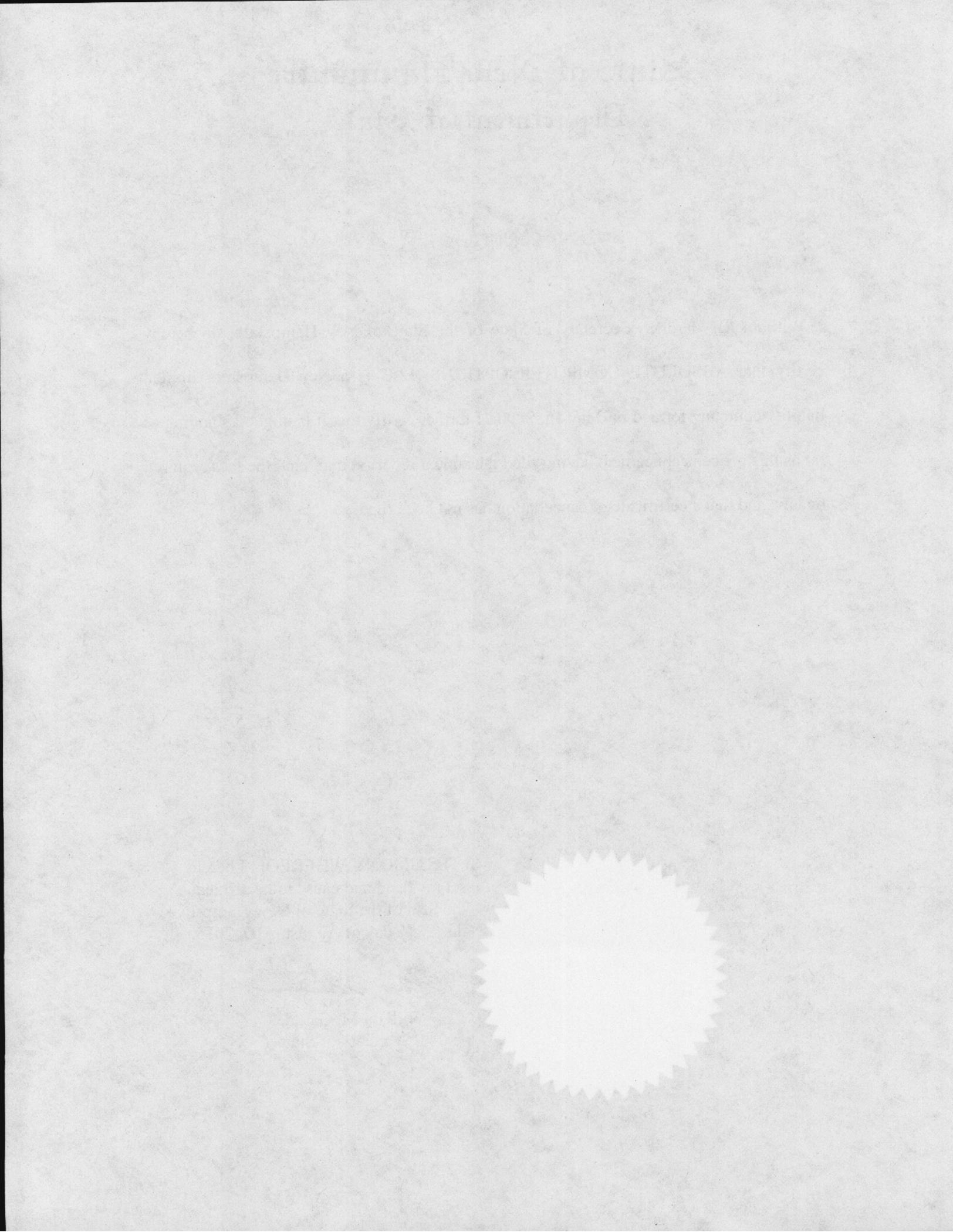
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ABSOLUTE COMPUTER OPTIONS, LLC is a New Hampshire limited liability company formed on May 16, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28<sup>th</sup> day of August, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**Absolute Computer Options, LLC**  
**PO Box 1**  
**Weare, NH 03281**

9/15/15

I Rick Pitts am the only officer and sole member of the board for Absolute Computer Options, LLC. I am the only one who can execute documents on behalf of the company, and the only vote within the company.

I have voted to accept the IT contract for the State of NH, and accept all terms within, and have signed the contract as prepared by the State of NH,



Rick Pitts, Managing Member



9/15/15



THE UNIVERSITY OF CHICAGO  
LIBRARY  
540 EAST 57TH STREET  
CHICAGO, ILL. 60637



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/26/2015

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Kathy Coleman	
Able Insurance Agency LLC 130 Broadway St		<b>PHONE (A/C, No, Ext):</b> Off: 6032256677	<b>FAX (A/C, No):</b> 6032254675
Concord NH 03301		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> MAIN ST AMER ASSUR CO	<b>NAIC #</b> 29939
<b>INSURED</b>		<b>INSURER B:</b> NGM INS CO 14788	
ABSOLUTE COMPUTER OPTIONS.LLC PO BOX 1		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
WEARE NH 03281-0001		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BPS3819R	11/04/2014	11/04/2015	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COM/OP AGG \$ 4000000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WCS3819R	07/07/2015	07/07/2016	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
State of New Hampshire Admin Services  Bureau of Purchases and Property 25 Capital Street 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>Kathy Coleman</i>

