

State of New Hampshire  
Division of Procurement and Support Services  
Bureau of Purchase and Property  
25 Capitol Street, Room 102, State House Annex  
Concord, NH 03301-6398

Date: **4/8/2019**  
Bid No.: **223-19**  
Date of Bid Closing: **05/01/2019**  
Time of Bid Closing: **11:00 AM (EST)**

**PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO LIZ MOSKALENKO: E-mail ELIZABETH.MOSKALENKO@DAS.NH.Gov  
EMAIL YOUR BID TO: NH.Purchasing@DAS.NH.Gov**

**BID INVITATION FOR: Tape Drives, Connect Server and Connect Components S&I**

[Insert name of signor] \_\_\_\_\_, on behalf of \_\_\_\_\_ [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID 223-19 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

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

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

**COUNTY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

Form P31-C

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

## GENERAL CONDITIONS AND INSTRUCTIONS:

**NATURE OF, AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**BIDS.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

## CONTRACT TERMS AND CONDITIONS

- 1.** The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
- 2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
- 3. TERM.** The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
- 4. CONDITIONAL AGREEMENT.** Notwithstanding any provision of the 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 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 the Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account in the event of funds in that Account are reduced or unavailable.
- 5. CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
- 6. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. State personnel signatures on shipping documents shall signify only the receipt of shipments.
- 7. INVOICING.** All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.
- 8. PERSONNEL.**
  - 8.1.** The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
  - 8.2.** The person signing this agreement on behalf of the State, or his or her delegate ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
  - 8.3.** The vendor shall at its own expense provide all personnel necessary to perform the services required under this agreement. The Vendor 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.
  - 8.4.** Unless otherwise authorized in writing, during the term of the Agreement, and for a period of six (6) months after completion of the agreement, the Vendor 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.
- 9. EVENT OF DEFAULT; REMEDIES.**
  - 9.1.** Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
    - 9.1.1.** failure to deliver the goods or services satisfactorily or on schedule; or
    - 9.1.2.** failure to submit any report required hereunder; or
    - 9.1.3.** failure to perform any of the other covenants and conditions of this agreement.

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

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

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

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

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

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

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

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

**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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

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

## **14. INSURANCE.**

**14.1.** The Vendor shall, at its sole expense, obtain and maintain in force and shall require any subcontractor or assigned 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 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 N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

**14.3.** The Vendor shall furnish to the State a certificate(s) of insurance for all insurance required under the Agreement. Vendor shall also furnish to the State certificate(s) of insurance for all renewal(s) of insurance required under the 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 State no less than thirty (30) days proper written notice of cancellation or modification of the policy.

## **15. WORKERS COMPENSATION.**

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

**15.2.** To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281A, Vendor 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 the Agreement. Vendor shall furnish the Contracting Officer or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any other applicable renewal (1) thereof, which shall be

attached and are incorporated herein by reference. The State 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 Vendor, or any subcontractor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of Services under the Agreement.

**16. TOXIC SUBSTANCES.** In compliance with RSA 277-A Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for all products covered by said law.

**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 below.

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

**19. 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.

**20. 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.

**21. 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 the Agreement will remain in full force and effect.

**22. 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.

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

**23.1.** In connection with the performance of the services required under this Agreement, the Vendor shall comply with all statutes, laws, regulation, and order of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, 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 Vendor. In addition, the Vendor shall comply with all applicable copyright laws.

**23.2.** During the term of this Agreement, the Vendor 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.

**23.3.** If this Agreement is funded in any part by monies of the United States, the Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor's books, records and accounts for the purposes of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of the Agreement.

**24. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

**24.2.** 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 the Agreement for any reason.

**24.3.** Confidentiality of data shall be governed by N.H. RSA Chapter 91-A or other existing law, Disclosure of data required prior written approval of the State.

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

**26. 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.

**BID INVITATION:  
Tape Drives, Connect Server and Connect Components  
(SUPPLY & INSTALL)**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s), in the form of a purchase order, with the State of New Hampshire for the supply and installation of the item(s) indicated in the "Offer" section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation.

**BID SUBMITTAL:**

All bids shall be submitted on this form or an exact copy, shall be typed or clearly printed in ink and shall be received on or before the date and time specified on page 1 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov)**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

**REQUEST FOR CHANGES AND/OR CLARIFICATION:**

Any Questions shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Jennifer Jack at the following address: [Elizabeth.Moskalenko@DAS.NH.GOV](mailto:Elizabeth.Moskalenko@DAS.NH.GOV) .

**ADDENDA:**

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

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change.

04/09/2019	Bid Solicitation distributed on or by
04/26/2019	Last day for questions, clarifications, and/or requested changes to bid
5/1/2019	11:00 AM (EST) Bid Closing

**GOVERNING TERMS AND CONDITIONS:**

A responding bid that has been completed and signed by Vendor's representative shall constitute Vendor's acceptance of all State of New Hampshire terms and conditions and shall legally obligate Vendor to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

## **PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

**If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

### **TERMINATION:**

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

### **VENDOR CERTIFICATIONS:**

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

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor shall have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders 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. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State. Certificate holder identified as: State of New Hampshire, Administrative Services, Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord, NH 03301. The Certificate may not be cancelled until the State of New Hampshire receives 10 days prior written notice

### **VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <https://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

In preparation of your bid response, you shall:

- Complete the pricing information in the "Offer" section; and
  - You may include quote separately but the OFFER SECTION MUST be completed for complaint acceptance.
- Complete all other required information on your offer (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page shall be notarized to be an official submission.
- Certificate of Insurance may be included at bid submittal. Certificate must be sent at time of award or upon notification of award (Approved PO/Contract).

### **WARRANTY REQUIREMENTS:**

Successful Vendor shall be required to warranty all of the equipment awarded to Vendor for a period of not less than one (1) year or the manufacturer's standard period of time, whichever is greater, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.



**BID PRICES:**

Bid prices shall be in US dollars and include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into the bid price** at the time of the bid.

*Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the bidder".*

**BID RESULTS:**

Bid results may be viewed when available, once the award has been made, on our web site only at: <https://das.nh.gov/purchasing> .

**CONTRACT AWARD:**

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per section. The State reserves the right to reject any or all bids or any part thereof. All award(s) shall be, in the form of a State of New Hampshire Purchase Order(s).

**INSTALLATION REQUIREMENTS:**

Successful Vendor shall be required to supply, deliver, uncrate, set into place, make all of the final connections, start-up and test all of the equipment (turn-key) awarded in accordance with Bid Specifications.

**RETURNED GOODS:**

The successful Vendor shall resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

**INVOICING:**

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

**PAYMENT:**

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) Unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** <https://www.nh.gov/treasury/state-vendors/index.htm>

**F.O.B.:**

The F.O.B. shall be destination to the following delivery/installation point:

NH Employment Security  
45 South Fruit Street  
Concord, NH 03301

**REQUISITION NO.:** 192101, 192104, 192107

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The Vendor shall perform all the work and furnish all the materials necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All work, labor and product to be done and furnished under these contracts shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of these contracts and also in accordance with contract drawings.

The Vendor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such

permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

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

**SPECIFICATION COMPLIANCE:**

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor as to what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

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

**SPECIFICATIONS:**

All services performed under Contracts 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 may require ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall 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 shall 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 Vendor 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.

**OFFER:**

Vendor hereby offers to furnish to the State of New Hampshire agencies in accordance with all of the requirements of this bid invitation at the following prices.

**Items to include supply, delivery, installation and a minimum one-year warranty**

Section		Description			
192101		Tape Drive and Brocade Switches			
Qty	UOM	Product Breakdown	Breakdown Description	Unit Price	Ext Price
2	EA	AK379A	HPE MSL2024 0-DRIVE TAPE LIBRARY	\$	\$
4	EA	C0H28A	HPE MSL LTO-6 ULTR 625 FC DRIVE KIT	\$	\$
2	EA	C7976AN	HPE LTO-6 MP NON CUSTOM LABELED 20PK	\$	\$
4	EA	C7978A	HPE ULTRIUM UNIVERSAL CLEANING CARTRIDGE	\$	\$
1	EA	H7J34A3	HPE 3Y FOUNDATION CARE 24X7 SERVICE	Included	Included
2	EA	H7J34A3 80N	HPE MSL2024 LIBRARY SUPPORT	\$	\$
1	EA	CONNECTRIX_BSERIES	CONNECTRIX B-SERIES SOLUTION	Included	Included
1	EA	W-PS-HW-001	PROSUPPORT W/NBD-HARDWARE WARRANTY	Included	Included
1	EA	WU-PSM-HW-001	PROSUPPORT W/MISSION CRITICAL-HW WARRANT	\$	\$
2	EA	DS6510-RCKMNT	DS-6510-B RACK MOUNT KIT	\$	\$
2	EA	C13-PWR-12	2 C13 CORDS NEMA 5-15 125V 10A - NON DPE	Included	Included
4	EA	DS6510-16G8PU	DS-6510B 16G 12PORT UPGRADE KIT	\$	\$
2	EA	DS-6510R-B	DS-6510R-B 24P/48P 16GB RTF BASE SWITCH	\$	\$
<b>TOTAL</b>				\$	\$

Section		Description			
192104		Workforce Connect Server			
Qty	UOM	Product Breakdown	Breakdown Description	Unit Price	Ext Price
4	EA	868703-B21	HPE DL380 GEN10 8SFF CTO SERVER	\$	\$
4	EA	868703-B21 ABA	US - ENGLISH LOCALIZATION	Included	Included
4	EA	826874-L21	HPE DL380 GEN10 6136 XEON-G FIO KIT	\$	\$
4	EA	826874-B21	HPE DL380 GEN10 6136 XEON-G KIT	\$	\$
4	EA	826874-B21 0D1	FACTORY INTEGRATED	Included	Included
32	EA	815100-B21	HPE 32GB 2RX4 PC4-2666V-R SMART KIT	\$	\$
32	EA	815100-B21 0D1	FACTORY INTEGRATED	Included	Included
24	EA	870757-B21	HPE 600GBB SAS 15K SFF SC DS HDD	\$	\$
24	EA	870757-B21 0D1	FACTORY INTEGRATED	Included	Included
8	EA	P04556-B21	HPE 240GB SATA RI SFF SC DS SSD	\$	\$
8	EA	P04556-B21 0D1	FACTORY INTEGRATED	Included	Included
4	EA	727055-B21	HPE ETHERNET 10GB 2-PORT 562SFP+ADPTR	\$	\$
4	EA	727055-B21 0D1	FACTORY INTEGRATED	Included	Included
4	EA	P01366-B21	HPE 96W SMART STORAGE BATTERY 145MM CBL	\$	\$
4	EA	P01366-B21 0D1	FACTORY INTEGRATED	Included	Included

4	EA	804331-B21	HPE SMART ARRAY P4081-A SR GEN10 CTRLR	\$	\$	
4	EA	804331-B21 0D1	FACTORY INTEGRATED	Included	Included	
4	EA	727054-B21	HPE ETHERNET 10GB 2-PORT 562FLR-SFP+ADPT	\$	\$	
4	EA	727054-B21 0D1	FACTORY INTEGRATED	Included	Included	
8	EA	865408-B21	HPE 500W FS PLAT HT PLG LH PWR SPLY KIT	\$	\$	
8	EA	865408-B21 0D1	FACTORY INTEGRATED	Included	Included	
4	EA	733660-B21	HPE 2U SFF EASY INSTALL RALL KIT	\$	\$	
4	EA	733660-B21 0D1	FACTORY INTEGRATED	Included	Included	
1	EA	868703-B21	HPE DL380 GEN10 8SFF CTO SERVER	\$	\$	
1	EA	868703-B21 ABA	US - ENGLISH LOCALIZATION	Included	Included	
1	EA	826874-L21	HPE DL380 GEN10 6136 XEON-G FIO KIT	\$	\$	
1	EA	826874-B21	HPE DL380 GEN10 6136 XEON-G KIT	\$	\$	
1	EA	826874-B21 0D1	FACTORY INTEGRATED	Included	Included	
8	EA	815100-B21	HPE 32GB 2RX4 PC4-2666V-R SMART KIT	\$	\$	
8	EA	815100-B21 0D1	FACTORY INTEGRATED	Included	Included	
3	EA	872479-B21	HPE1.2TB SAS 10K SFF SC DS HDD	\$	\$	
3	EA	872479-B21 0D1	FACTORY INTEGRATED	Included	Included	
2	EA	P04556-B21	HPE 240GB SATA RI SFF SC DS SSD	\$	\$	
2	EA	P04556-B21 0D1	FACTORY INTEGRATED	Included	Included	
1	EA	727055-B21	HPE ETHERNET 10GB 2-PORT 562SFP+ ADPTR	\$	\$	
1	EA	727055-B21 0D1	FACTORY INTEGRATED	Included	Included	
1	EA	P01366-B21	HPE 96W SMART STORAGE BATTERY 145MM CBL	\$	\$	
1	EA	P01366-B21 0D1	FACTORY INTEGRATED	Included	Included	
1	EA	804331-B21	HPE SMART ARRAY P4081-A SR GEN10 CTRLR	\$	\$	
1	EA	804331-B21 D1	FACTORY INTEGRATED	Included	Included	
1	EA	727054-B21	HPE ETHERNET 10GB 2-PORT 562FLR-SFP+ ADPT	\$	\$	
1	EA	727054-B21 0D1	FACTORY INTEGRATED	Included	Included	
2	EA	865408-B21	HPE 500W FS PLAT HT PLG LH PWR SPLY KIT	\$	\$	
2	EA	865408-B21 0D1	FACTORY INTEGRATED	Included	Included	
1	EA	733660-B21	HPE 2U SFF EASY INSTALL RALL KIT	\$	\$	
1	EA	733660-B21 0D1	FACTORY INTEGRATED	Included	Included	
1	EA	H7J35A5	HPE 5Y FOUNDATION CARE 24X7 WDMR SERVICE	Included	Included	
5	EA	H7J35A5 WAH	HPE DL38X GEN10 SUPPORT	\$	\$	
				<b>TOTAL</b>	\$	\$

Section		Description			
192107		Workforce Connect Components			
Qty	UOM	Product Breakdown	Breakdown Description	Unit Price	Ext Price
1	EA	MPC_USS	UNITY SOLUTION	\$	\$
1	EA	PCM_USS_350F	UNITY 350F ALL FLASH	\$	\$
1	EA	M-PSP-HWE-005	PROSUPPORT PLUS HARDWARE SUPPORT	\$	\$
10	EA	D3F-2SFXL2-1920U	UNITY AFA 1.92TB SSD 25X2.5 UPG	\$	\$
1	EA	PS-BAS-UPHW	HARDWARE UPGRADES	\$	\$
1	EA	PS-BAS-UCBASE	PS UPGRADE COORDINATION BASE	\$	\$
1	EA	PS-BAS-OSUPCE1U	ONSITE UPLIFT FOR LOCAL CSE 1 SITE VISIT	\$	\$
1	EA	D3122FAF	UNITY 2U 25X2.5 12G EXPDAE-FLD INS	\$	\$
1	EA	MPC_USS	UNITY SOLUTION	Included	Included

1	EA	PCM_USS_350F	UNITY 350F ALL FLASH	Included	Included
1	EA	M-PSM-HWE-005	PROSUPPORT W/MISSION CRITICAL-HARDWARE	\$	\$
1	EA	PS-BD-UNYTRACKING	UNITY BASIC DEPLOYMENT TRACKING	Included	Included
1	EA	CE-UNITYDD	UNITY TRAINING CLASS 1 PERSON	\$	\$
1	EA	PS-BAS-UXHWIN	HARDWARE INSTALLATION	\$	\$
1	EA	D31DEMCKK25KITAF	UNITY 25 DRIVE DPE AF FLD INSTALL KIT	Included	Included
1	EA	D31BD24AF25AF	UNITY 350F 2U DPE 25X2.5 DRIVE FLD RK	\$	\$
10	EA	D3F-2SFXL2-192	UNITY AFA 1/92TB SSD 25X2.5	\$	\$
1	EA	D3TX-TWAX-3MAF	3M ACTIVE TWINAX CABLE QTY 4	\$	\$
1	EA	D3SL16FAF	UNITY 2X4 PORT 16G FC IO	\$	\$
1	EA	458-001-840	UNITY 300F/350F BASE SOFTWARE+ D@RE=IC	Included	Included
1	EA	M-PSMSWE-005	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	Included	Included
1	EA	VIPR_SRM	SRM	Included	Included
1	EA	458-002-287	STORAGE M&R FOR UNITY=IC	Included	Included
1	EA	M-PSM-SWE-005	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	Included	Included
1	EA	456-113-338	STORAGE M&R FOR UNITY LIC+IC	Included	Included
1	EA	APS_APPSINC	APPSYNC	Included	Included
1	EA	458-001-734	APPSYNC BASIC FOR UNITY 300F/350F=IC	Included	Included
1	EA	M-PSM-SWE-005	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	Included	Included
1	EA	456-111-473	APPSYNC BASIC FOR UNITY 300F/350F LIC-IC	Included	Included
1	EA	RPT_E	RECOVERPOINT	Included	Included
1	EA	458-001-374	RP BASIC FOR UNITY 300/300F/350F-IC	Included	Included
1	EA	M-PSM-SWE-004	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	Included	Included
<b>TOTAL</b>				\$	\$

**DELIVERY:**

The successful Vendor shall deliver and install any item/service awarded under the contract within thirty (30) business days from the award of a contract to the location noted on Page 9 (FOB).

The use of a private delivery carrier **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

**VENDOR CONTACT INFORMATION:**

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

Contact Person	Local Telephone Number	Toll Free Telephone Number
E-mail Address	Company Website	
Vendor Company Name	Vendor Address	

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