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

**Denis Goulet**  
*Commissioner*

August 8, 2017

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

**REQUESTED ACTION**

Authorize the Department of Information Technology (DoIT) to enter into a contract with Presidio Networked Solutions, LLC of Woburn, MA (Vendor No. 175858) in an amount not to exceed \$41,428.00 to procure project management services for a Data Center move effective upon the date of Governor and Executive Council approval through December 31, 2017.

Funding is available in SFY 2018 as follows. **Source of Funds: 100% Other Funds (The agency Class 027 used to reimburse DoIT is 46% General Funds and 54% Other).**

SFY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME - ACCTG UNIT NAME CLASS -OBJECT -ACCOUNT DESC	JOB #	TOTAL AMOUNT
2018	01-03-03-030010-77030000- DoIT- Central IT Services & OPS 046-500465 Consultants	03030014	\$41,428

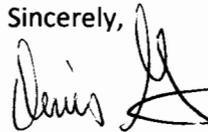
**EXPLANATION**

The Department of Information Technology plans to move the Data Center from the APS Data Center to the Tobey Building Data Center. This project will consist of controlling the scope and schedule, as well as coordinate resources, physically package and relocate equipment, communications, documentation, and change management process for the relocation project to ensure a smooth, timely, and well-coordinated implementation. Due to the specialized and extensive expertise required to relocate the Data Center, the State does not employ adequate numbers of staff with the specialized knowledge required to perform these tasks. Presidio Networked Solutions possesses the needed project management skills and unique knowledge base that is critical to understanding the Data Center environment and distinctive requirements.

This contract is the result of a competitive solicitation under RFP 2017-091 Data Center Move issued on May 1, 2017. Presidio Networked Solutions, LLC was the only vendor to submit a bid in response to the RFP by the closing date of May 12, 2017. The scoring team reviewed and determined Presidio Networked Solutions, LLC met the qualifications of RFP 2017-091. DoIT recommends Presidio Networked Solutions, LLC be awarded this contract.

The Department of Information Technology respectfully requests your approval to move forward with this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet  
Commissioner

DG/kaf  
DoIT No. 2017-091  
A&E RID: 20217



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**Denis Goulet**  
*Commissioner*

August 8, 2017

Wendy Pouliot  
Director of Operations  
Department of Information Technology  
State of New Hampshire  
27 Hazen, Dr.  
Concord, NH 03301

Dear Ms. Pouliot,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Operations Division request to enter into a contract with Presidio Networked Solutions, LLC, of Woburn, MA as described below and referenced as DoIT No. 2017-091.

This is a request to enter into a contract with Presidio Networked Solutions, LLC to procure project management services to move the Data Center from Clinton Street, Concord to Fruit St, Concord. This project will consist of controlling the scope and schedule, as well as coordinate resources, physically package and relocate equipment, communications, documentation, and change management process for the relocation project to ensure a smooth, timely, and well-coordinated move.

The amount of the contract is not to exceed \$41,428.00, and shall become effective upon the date of Governor and Executive Council approval through December 31, 2017.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/kaf  
DoIT No. 2017-091  
RID 20217  
cc: Joe Evans, DoIT

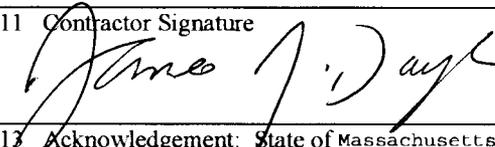
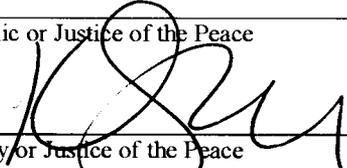
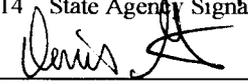
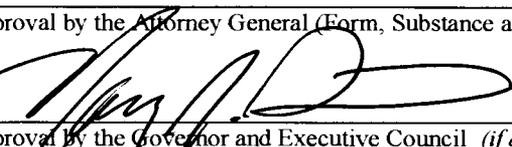
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Presidio Networked Solutions LLC		1.4 Contractor Address 10 Sixth Rd Woburn, MA 01801	
1.5 Contractor Phone Number 781-638-2200	1.6 Account Number 010 - 003 - 7703 - 0300 - 046 - 0167	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$41,428.00
1.9 Contracting Officer for State Agency Denis Goulet		1.10 State Agency Telephone Number 603-223-5703	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James J. Doyle <i>VP</i>	
1.13 Acknowledgement: State of Massachusetts, County of Plymouth  On August 8th, 2017, 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  <div style="text-align: center;">                       [Seal]                 </div>			
1.13.2 Name and Title of Notary or Justice of the Peace  Krystal Brig, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Denis Goulet Commissioner and CEO Date: 8/9/2017	
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: 8/10/2017			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Contractor Initials

Date

  
8/6/2017

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.

Contractor Initials

Date

Handwritten signature and date: 2/2/2017

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
DATA CENTER MOVE  
CONTRACT NUMBER 2017-091  
CONTRACT EXHIBIT A  
STATEMENT OF WORK**

**1. INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Information Technology, and Presidio Networked Solutions, LLC. of Woburn, MA to procure a one-time arrangement for a Data Center Move from the APS Data Center (36 Clinton St., Concord, NH 03301) to the Tobey Building Data Center (45 Fruit St., Concord, NH 03301) for the State of New Hampshire.

The Data Center Move Project will consist of controlling the scope and Schedule, as well as coordinate resources, physically package and relocate equipment, communications, documentation, and change management process for the relocation project to ensure and facilitate a smooth, timely, and well-coordinated implementation.

**TERMS AND DEFINITIONS**

Terms used in the Contract will have the meanings given below.

Change Order	A written request to change the scope of work to be provided under this contract.
Contract	A binding agreement between the State of New Hampshire and the Contractor which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Documents	Documents that comprise this Contract.
Contract Manager	The State and the Contractor's personnel responsible for Contract execution.
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Section 2.
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverables	Any written, software, or non-software deliverable (letter, report, manual, book, other), provided by the Contractor to the State under the terms of the Contract.
Department of Information	Department of Information Technology, an agency of

**STATE OF NEW HAMPSHIRE  
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Technology (DoIT)	the State of New Hampshire
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Governor and Executive Council	The Governor for the State of New Hampshire and the Governor's Council. This body has the authority and responsibility over the administration of the affairs of the State as defined in the New Hampshire Constitution and the New Hampshire statutes.
Notice of Default	A formal notice declaring that a failure to comply with the Contract has occurred.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time.
Order(s)	The items listed in Exhibit B, <i>Payment Schedule-Fixed Price, Table 1: Contractor Pricing Worksheet Summary</i>
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Presidio Networked Solutions LLC (also referred to as Presidio)	The Contractor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Project	The planned undertaking regarding the entire subject matter of an RFB and Contract and the activities of the parties related hereto.
PM	Project Manager
Project Team	The group of State employees and the Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.

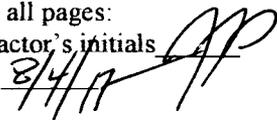
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Proposal	The submission from a Contractor in response to the Request for a Bid or Statement of Work.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Services	The work to be performed by the Contractor and Subcontractors as described in the Contract.
Specifications	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	State of New Hampshire, Department of Information Technology (DoIT) and Purchasing Agency End User as applicable.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Contractor. The Contract Agreement SOW defines the results that the Contractor remains responsible and accountable for achieving.
Subcontractor	A person, partnership, or company contracted by the Contractor to perform under the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	The contract period of time.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified within this contract. The Work Plan shall

*9/4/17* *PP*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
DATA CENTER MOVE  
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STATEMENT OF WORK**

	include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
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Handwritten initials "AP" and date "8/4/17" are written over the printed labels for initials and date.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
DATA CENTER MOVE  
CONTRACT NUMBER 2017-091  
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STATEMENT OF WORK**

**RECITALS**

The State desires to have Presidio Networked Solutions LLC provide a one-time data center move service for the State.

Presidio Networked Solutions wishes to provide a one-time data center move.

The parties therefore agree as follows:

**2. CONTRACT DOCUMENTS**

**2.1** This Contract consists of the following documents (“Contract Documents”) in order of precedence:

- a. *State of New Hampshire Terms and Conditions, General Provisions Form P-37*
- b. Exhibit A Statement of Work
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. State of New Hampshire, Department of Information Technology RFP 2017-091
- f. Vendor Proposal Response to RFP 2017-091

**3. SCOPE OF SERVICES**

Presidio shall provide the State the Services and Deliverables required under this Contract, as set forth Exhibit B, *Price and Payment Schedule*. This contract is the result of a competitive solicitation under RFB 2017-091 Data Center Move issued on May 12, 2017.

**4. TERM**

**4.1 PERIOD OF PERFORMANCE**

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”). The Contract will begin on the Effective Date and extend through December 31, 2017.

Presidio shall commence work upon issuance of a Notice to Proceed by the State.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
DATA CENTER MOVE  
CONTRACT NUMBER 2017-091  
CONTRACT EXHIBIT A  
STATEMENT OF WORK**

The State does not require Presidio to commence work prior to the Effective Date; however, if Presidio commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Presidio. In the event that the Contract does not become effective, the State shall be under no obligation to pay Presidio for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

**5. COMPENSATION**

- 5.1 The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Exhibit B: Price and Payment Schedule.
- 5.2 The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by Presidio's employees, subcontractors, equipment or supplies. Presidio shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of Presidio to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to Presidio.

**6. CONTRACT ADMINISTRATION**

**6.1 PRESIDIO CONTRACT MANAGER**

Presidio shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

JIM DOYLE  
PRESIDIO NETWORKED SOLUTIONS LLC  
10 SIXTH RD.  
WOBURN, MA 01801  
TEL: 781-638-2291  
EMAIL: JDOYLE@PRESIDIO.COM

*JD*  
*8/4/17*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
DATA CENTER MOVE  
CONTRACT NUMBER 2017-091  
CONTRACT EXHIBIT A  
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**6.2 STATE CONTRACT MANAGER**

The State shall designate a Contract Manager who shall function as the State's representative with regard to Contract administration. This person is:

JOE EVANS  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
27 HAZEN DRIVE  
CONCORD, NH 03301  
Tel: 603-223-5739  
JOSEPH.EVANS@DOIT.NH.GOV

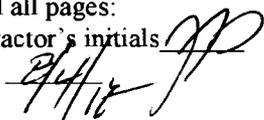
**7. STATEMENT OF WORK/DELIVERABLES/WORK PLAN**

**7.1 PRESIDIO'S RESPONSIBILITIES**

Presidio shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used. Presidio shall be responsible all the work and furnish all the materials, tools, equipment and safety devices necessary to perform the Statement of Work in the manner and within the time hereinafter specified. All the work, labor and equipment to be done and furnished under this contract(s), 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 this contract(s) and also in accordance with contract drawings.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. Presidio must submit all information and documentation relating to the Subcontractor including terms and conditions consistent with this Contract. The State will consider Presidio to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The State Contract Manager may require Presidio to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the

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work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

At the time of re-installation, any equipment under Support or warranty that (a) is physically damaged or (b) does not perform its hardware functionality as it did prior to relocation will be repaired or replaced with functional equivalents using reasonable commercial efforts.

Presidio's or its subcontractors will, repair or replace (with functional equivalents) equipment not under Presidio's or its subcontractors Support or Presidio's or its subcontractors warranty that has visible physical damage caused by the Relocation Services, however, electronic component failures will be Customer's responsibility.

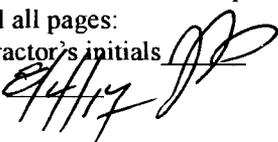
Presidio's or its subcontractors to assume full liability for equipment covered under maintenance Contract or Warranty during move.

**7.1.2 REQUIREMENTS**

- a. Project Manager must be PMP certified.
- b. Participate in engineering and planning sessions and workshops.
- c. Personnel and equipment transporter must be HPE/EMC authorized or certified.
- d. Transporter to transport in their own truck.
- e. Presidio and its subcontractors to assume full liability for equipment covered under maintenance Contract or Warranty during move.
- f. Presidio and its subcontractors will provide a bonded professional moving crew to package (pad, wrap, and transport) the equipment.

**7.2 STATE OF NEW HAMPSHIRE RESPONSIBILITIES**

The State of New Hampshire acknowledges that it's timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information from the State of New Hampshire agency, and suitably



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configure computer products that are essential to the performance of any services set forth in this document.

**7.2.1 REQUIREMENTS**

- a. State of New Hampshire is fully responsible for complete data backup and data recovery. The state is responsible for the security and relocation of the backup of operating systems and application software, and media required to reconstruct lost or altered files, data, programs, and software.
- b. Participate in engineering and planning sessions and workshops.
- c. Provide access to agencies data center sites and facilities that are determined necessary. This includes full access to all floors, rooms, and elevators, loading docks, and escorts (if applicable) required for the implementation.
- d. Providing necessary infrastructure in new location (adequate HVAC, power, floor space, security, ESRS connectivity for support access, etc.)
- e. Provisioning of all cabling within the new location, including laying sufficient cables with appropriate connectors attached connecting cables to equipment.
- f. All network, storage and SAN configuration changes, including patching and fabric zoning required for the new location at destination site datacenter (if applicable).
- g. Switch configuration, IP Addressing, host port assignments and storage connection points for installing LAN and Fiber cabling and for providing a detailed SAN/LAN map for recovery.
- h. Arranging for the necessary system/application down time (outages/maintenance window) to facilitate the move. Communicate the maintenance window to the user community.
- i. Assign a project manager/contact for Presidio to work with as a central point-of-contact project management for the duration of this engagement.
- j. Checking the operations status of and network connectivity to the equipment while Presidio engineer is still on site.
- k. Equipment must be covered under a valid and up to date maintenance contract.
- l. Provide an equipment list and a replacement value of the equipment at least ten (10) working days prior to commencement of relocation services.
- m. Report and document any damage or loss to Presidio prior to the shipper leaving the new data center.

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n. Dispose of retired equipment.

**7.3 DELIVERABLES AND SERVICES**

Presidio shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications. Presidio shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract. Upon its submission of a Deliverable or Service, the Contracted Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

<b>TABLE 7.3 DELIVERABLES, AND ACTIVITIES</b>	
	<b>High level services to be included:</b>
1	Engineering
2	Project Management
3	Order, obtain and provide and all packaging required for the datacenter move.
4	Coordinates, Schedules, and confirms the move time frame and Schedule with the customer and subcontractor(s).
5	Power down and disconnect cables to equipment
6	Un-rack (de-install) equipment at APS Data Center
7	Package equipment for move (pad/wrap)
8	Physically transport equipment from APS Data Center to Tobey Building Data Center
9	Un-pack equipment and dispose of packaging material
10	Rack (install) equipment to DoIT directed rack and rack unit
11	Power up and connect cables to equipment
12	Project Kickoff meeting
13	Project Exit meeting
	<b>Old Location</b>
14	Verify operational status and de-install the equipment in preparation for the physical relocation.

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15	Document the information necessary to re-install the equipment at the new location. Documentation is limited to system interconnect cables between servers and peripherals.
16	Performs a high-level hardware system check. Visually verify for minimum functionality prior to de-installation.
17	Obtains confirmation from the State that they have stopped all activity to the equipment and that it can be safely powered down within their environment.
18	Power down, disassemble, disconnect, unrack, and prepare the equipment for transport to the new location.
19	Provide a bonded professional moving crew to package (pad, wrap, and transport) the equipment.
20	Equipment will be inspected for visible, physical damage at the current equipment location.
21	Packages the equipment prior to the move.
22	Transport and deliver the equipment to the new location.
	<b>New Location</b>
23	Once the equipment has been transported, physically install the equipment in the chosen location at the destination data datacenter.
24	Equipment unpacking, assembly, re-racking, and completion of necessary peripheral cable connections, power-on, re-booting equipment to its initial prompt.
25	Power-up and perform a high-level hardware system health check (Including any necessary hardware checks to ensure all equipment is seated and housed correctly after transit) at the destination site datacenter.
26	Updates IP addresses of the relocated equipment, if required.
27	Visual verification of functionality will be performed for the equipment not covered by support or warranty.
28	Verifies all equipment is operational in the new site.
29	Stands by while Customer verifies the relocated equipment is operational and has network connectivity.
30	Update Support Contracts to reflect new physical address.
31	Dispose of all packaging materials.

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<b>TABLE 7.3.1 EQUIPMENT INCLUDED IN SCOPE OF WORK</b>			
<u>Model Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Serial Number</u>
<b>Equipment</b>			
Allied telesis AT-9924TL - EMC	Inifanban Switches for Avamar	1	ALT17104200022
Allied telesis AT-9924TL - EMC	Inifanban Switches for Avamar	1	ALT17113200026
EMC DS300	24 port FC Switch	1	BRCALJ2546G092Z
EMC DS300	24 port fc Switch	1	BRCALJ2539H05M
EMC Avamar	Engine and 3 nodes	1	GH9Z6S1, 60C7ZR1, HH9Z6S1, 9X9Z6S1
EMC VNX5500	1 DPE/10 DAE	1	APM00120301981
DataDomain DD4200	Chassie plus 5 trays	1	APM00155211410
EMC XtremIO x-Brick	20 TB XIO	1	FNM00161300258
Recoverpoint Appliances	Data Recovery	2	FC6RP161200087 FC6RP161200064
HP C7000	16 HP BL460c GEN 9	1	SGH210PHMH
HP DL380 G7	Oracle host	1	SGH203Y81F
HP DL380 G7	Oracle host	1	USE234CS8C
HP DL380 G7	Networker Node	1	2M213900LF
Nexus7000	C7010 (10 Slot) Chassis	1	JAF1553BBTB

**7.4 WORK PLAN**

Presidio shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

**7.4.1** Presidio shall provide the State with a Work Plan and shall update the Work Plan as necessary, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into the Contract.

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- 7.4.2 Unless otherwise agreed in writing by the State, changes to the Contract shall not relieve Presidio from liability to the State for damages resulting from Presidio's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.
- 7.4.3 In the event of any delay in the Schedule, Presidio must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Presidio or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.
- 7.4.4 In the event additional time is required by Presidio to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Presidio's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.
- 7.4.5 Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with Presidio's Work Plan or elements within the Work Plan.
- 7.4.6 Work will be done over one weekend (Saturday and Sunday if necessary) between the dates of June 15, 2017 and November 15, 2017. Start time will be negotiated in advance with the State.

**7.5 CHANGE ORDERS**

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of Presidio's receipt of a Change Order, Presidio shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Presidio may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Presidio's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information



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Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from Presidio to the State, and the State acceptance of Presidio's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

**8. ADDITIONAL TERMS AND CONDITIONS**

**8.1 INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY**

8.1.1 Presidio agrees to maintain the confidentiality of, and to protect from unauthorized use, disclosure, publication, and reproduction, all confidential information of the State that becomes available to Presidio in connection with its performance under the Contract. Presidio shall not use any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for Presidio's performance under the Contract.

8.1.2 Any disclosure of the State's confidential information shall require prior written approval of the State. Information shall include, but not be limited to all data, record telecommunications content, studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. The State's confidential information includes but is not limited to information of the State that is not predetermined to be subject to public disclosure under the laws of the State of New Hampshire.

8.1.3 Presidio shall immediately notify the State if a subpoena or other legal process is served upon Presidio regarding the State's confidential information, and Presidio shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's confidential information, Presidio shall immediately notify the State, and the State shall immediately

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be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief.

8.1.4 Presidio shall not disclose any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for Presidio's performance under the Contract.

8.1.5 Insofar as Presidio seeks to maintain the confidentiality of its confidential or proprietary information, Presidio must clearly identify in writing the information it claims to be confidential or proprietary. Presidio acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable state and federal law, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Presidio as confidential or proprietary, the State shall notify Presidio and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be Presidio's responsibility and at Presidio's sole expense. If Presidio fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Presidio, without liability to Presidio.

8.1.6 This section 8 shall survive the termination of the Contract.

**9. FORCE MAJEURE**

Neither Presidio nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Presidio's inability to hire or provide personnel needed for Presidio's performance under the Contract.

**10. INTERNAL ESCALATION PROCEDURE FOR DISPUTES**

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Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Table 10.1: Dispute Resolution Responsibility and Schedule Table**

<b>Level</b>	<b>Presidio</b>	<b>The State</b>	<b>Cumulative allotted time</b>
First	Amanda Lewis	Joe Evans	5 Business Days
Second	Kevin Fleurie	Wendy Pouliot	10 Business Days
Third	Chris Power	Denis Goulet	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

**11. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

- 11.1** Presidio shall not assign, delegate or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the other party. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.
- 11.2** Presidio shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve Presidio of any of its obligations under the Contract; not affect any remedies available to the State against Presidio that may arise from any event of default of the provisions of the Contract; and the State will consider Presidio to be

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the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**12. PRESIDIO'S RELATION TO THE STATE**

In the performance of the Contract, Presidio is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Presidio, nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

**13. WARRANTY**

Presidio warrants that the Services and Deliverables furnished under this Contract do not infringe any patent, copyright, trade secret or other intellectual property rights. Presidio agrees to defend and indemnify and hold harmless the State in the event of any such infringement claim against the State.

The Contractor warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**14. TERMINATION**

Either party may terminate this Contract at any time if the other party is in default of its obligations under this Contract and such default remains un-remedied for a period of 30 days from the date of receipt of notice of default by the non-defaulting party. Such right of termination shall be in addition to all other rights and remedies to which the parties are entitled. Events of default shall include, without limitation: Presidio's breach of or failure to perform any warranty or other obligation contained in the Contract.

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to Presidio.

**15. LIMITATION OF LIABILITY**

**15.1 STATE**

**STATE OF NEW HAMPSHIRE  
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Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Presidio shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

**15.2 CONTRACTOR**

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

Notwithstanding the foregoing, this limitation of liability shall not apply to Presidio's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 9: *Data/Access/Confidentiality/Preservation*. Presidio agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

**16. NOTICES**

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 following addresses.

**TO PRESIDIO:**  
JIM DOYLE  
PRESIDIO NETWORKED SOLUTIONS LLC  
10 SIXTH RD.  
WOBURN, MA 01801  
TEL: 781-638-2253  
E.MAIL: JDOYLE@PRESIDIO.COM

**TO STATE:**  
JOE EVANS  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
27 HAZEN DR.  
CONCORD, NH 03301  
TEL: (603) 223-5739  
E.MAIL: JOSEPH.EVANS@DOIT.NH.GOV

**STATE OF NEW HAMPSHIRE  
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CONTRACT EXHIBIT B  
PRICE AND PAYMENT SCHEDULE**

**1. PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) contract with a maximum contract value of \$41,428.00 for the period between the Effective Date through December 31, 2017. Presidio shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Presidio to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

<b>TABLE 1. CONTRACTOR PRICING WORKSHEET SUMMARY</b>	<b>PRICING</b>
HP BCS RELOCATION UNIT OF SERVICE	\$6,500.00
COMMERCIAL PROJECT MANAGEMENT 4-HRS	\$3,940.00
EMC IDE/4-HRS	\$14,280.00
COMMERCIAL SA 4-HRS	\$1,970.00
EMC IDS 4-HRS	\$3,380.00
TRANSPORTATION COSTS	\$480.00
HOURLY FOR PRESIDIO EMPLOYEE LABOR	\$6,600.00
FIXED FEE FOR PRESIDIO EMPLOYEE LABOR	\$2,778.00
HP BCS RELOCATION UNIT OF SERVICE	\$1,500.00
<b>TOTAL</b>	<b>\$41,428.00</b>

**2. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the price limitation in block 1.8 of the P-37 ("Price Limitation"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Presidio for all fees and expenses, of whatever nature, incurred by Presidio in the performance hereof.

The Contractor must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

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PRICE AND PAYMENT SCHEDULE**

**3. INVOICING**

Presidio shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Presidio shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

State of New Hampshire  
Department of Information Technology  
Finance Administration  
27 Hazen Drive  
Concord, NH 03301

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Presidio Networked Solutions  
P.O. Box 822169  
Philadelphia, PA 19182-2169

**5. OVERPAYMENTS TO PRESIDIO**

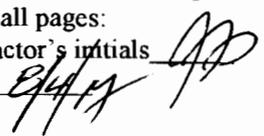
Presidio shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**6. CREDITS**

The State may apply credits due to the State arising out of this Contract, against Presidio's invoices with appropriate information attached.

**STATE OF NEW HAMPSHIRE  
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CONTRACT EXHIBIT C  
SPECIAL PROVISIONS**

There are no changes to the terms outlined in the P37 General Provisions.

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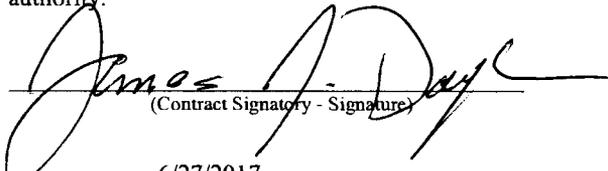
**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

I, James J. Doyle, Vice President, hereby certify that:  
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member Manager of the Company of Presidio Networked Solutions LLC.  
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Presidio Networked Solutions LLC  
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

  
(Contract Signatory - Signature)  
6/27/2017  
(Date)

STATE OF Massachusetts

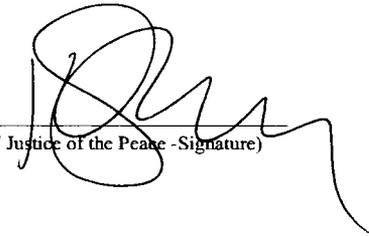
COUNTY OF Plymouth

On this the 27th day of June 20 17, before me Krystal Brig,  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared James J. Doyle, known to me (or  
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

  
(Notary Public / Justice of the Peace - Signature)

Commission Expires: November 14, 2019

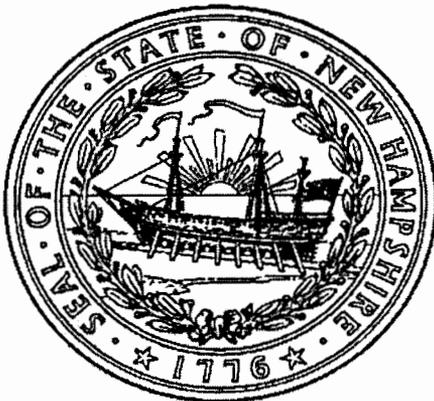
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PRESIDIO NETWORKED SOLUTIONS LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on April 26, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 576717



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of June A.D. 2017.

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

William M. Gardner  
Secretary of State





**ADDITIONAL REMARKS SCHEDULE**

AGENCY BB&T - The Addis Group		NAMED INSURED Presidio Networked Solutions LLC 12120 Sunset Hills Road - Suite 202 Reston VA 20190	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Presidio Networked Solutions Group, LLC  
5337 Millenia Lakes Blvd, Ste 300  
Orlando, FL 32839

Presidio Networked Solutions Group, LLC  
1955 Lakeway Drive, Ste 220  
Lewisville, TX 75057

Presidio Networked Solutions Group, LLC  
Presidio Networked Solutions LLC  
6355 East Paris SE  
Caledonia, MI 49316

Presidio Technology Capital  
Two Sun Court  
Norcross, GA 30092

State of NH, Department of Information Technology is recognized as additional insured.