

Rockingham County Engineering & Maintenance  
IT Department  
116 North Rd  
Brentwood, NH 03833  
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<p><u>Proposal Submission Deadline:</u> <b>06/13/2022 at 5:00 p.m.</b></p> <p><u>Proposal Opening:</u> <b>06/16/2022, 8:30 a.m.</b></p>
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**REQUEST FOR PROPOSALS**  
**Microsoft Datacenter Licensing**  
**IT Department**

You (ORGANIZATION) are hereby invited to submit proposals as specified in this Request for Proposal. The information necessary to complete the proposal is contained within this document.

Rockingham County, New Hampshire (Rockingham County) is a public entity composed of general administrative offices, nursing home, assisted living, correctional facility, engineering and maintenance services, and offices from Elected Officials: Commissioners, Delegation, County Attorney, High Sheriff, Register of Deeds, and Treasurer.

Questions on the technical specifications of the Request for Proposal should be directed to the contact listed above. Questions on bidding procedures can be directed to [rfp@co.rockingham.nh.us](mailto:rfp@co.rockingham.nh.us).

1. **Proposal Instructions (3 ways to submit)**

- a) Two (2) copies (or one copy and one thumb drive) of the Proposal should be submitted in a sealed envelope marked "RFP – Microsoft Datacenter Licensing" addressed and delivered to:

**Rockingham County Commissioners**  
**119 North Road, Brentwood, NH 03833**

- b) Submit your bid as a PDF to: [rfp@co.rockingham.nh.us](mailto:rfp@co.rockingham.nh.us). **DO NOT** send your proposal to any other Rockingham County email address. You will receive a confirmation email within 1 business day. If you do not receive your confirmation email, you may inquire with the contact person listed at the top of this document.
- c) You may submit your Proposal online through Public Purchase, which is free to sign up and submit. Please visit [www.rockinghamcountynh.org/rfpbidding](http://www.rockinghamcountynh.org/rfpbidding) for the link to our Public Purchase page.
- d) Submission must include:
- Organization legal name with DBA if applicable.
  - Tax ID.
  - Physical address and mailing address (if different).
  - Organization representative name and contact information (phone, fax, and email).
  - Items presented as "equivalent" must be clearly identified, with all variations from the specification annotated and are subject to approval.
  - Complete cut sheets and specifications for all products quoted, if applicable.
  - All pertinent information regarding warranty and service availability.
  - Anticipated start time after receipt of order and anticipated time to perform the scope of services.
  - Insurance requirements, non appropriations and indemnification obligations.

**Attachments must be uploaded in PDF format. Any agreements or contracts that require our signature need to be in Microsoft Word format for review and tracking purposes.**

2. **Proposal Openings:** Proposals will be opened on the date of the scheduled openings, after the Board of Rockingham County Commissioners meeting. Proposals will be taken under advisement at time of opening and will be awarded or rejected as soon as a complete review and comparison of the proposals received has been made by Rockingham County.
  - a. Meetings are held in the Maureen Barrows Conference Room of the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH through the following online Zoom meeting: <https://us02web.zoom.us/j/5808918771> or by telephone: 646-558-8656, Meeting ID: 580 891 8771.
  - b. Scheduled meetings are subject to change and information may be found here: [www.rockinghamcountynh.org/events](http://www.rockinghamcountynh.org/events)
3. **Proposal Award:** The proposal(s) will be formally awarded and announced publicly at a regular scheduled meeting of the Board of Rockingham County Commissioners held in the Maureen Barrows Conference Room located in the Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH through the following online Zoom meeting: <https://us02web.zoom.us/j/5808918771> or by telephone: 646-558-8656, Meeting ID: 580 891 8771. Formal notification of proposal award will occur thereafter. Information on the award will also be available on the RFP/Bidding section of our website: [www.rockinghamcountynh.org](http://www.rockinghamcountynh.org)
4. **Pricing:** Proposal prices are to remain in effect for a period of (60) days from opening date of the proposal and are to remain firm once proposal is awarded to the successful Organization(s).
  - a. Vendors awarded a state bid/contract should offer that pricing.
  - b. Should you have any variations (discounts and/or penalty clauses) that may affect the price, please specify in proposal.
5. **Additional Materials:** Following the review and screening of all proposals, Organization may be invited to participate in the final selection process, which may include the submission of additional information regarding cost or other issues, as requested by Rockingham County.
6. **Performance Clause:** In the event that the successful awarded Organization/Rockingham County should default in the observance of the stipulations set forth in this Request for Proposal and such default is not corrected within 30 days of written notice from either party, the successful awarded Organization/ Rockingham County shall have the option of canceling the proposal.
7. **Contractual Obligations:** In the event that contracts for the supply of materials, equipment, or services are required under the proposal, the Board of Rockingham County Commissioners reserves the right to review said contracts and amend to comply with county legal requirements prior to signing by the appointed representative of the Board of Rockingham County Commissioners. All contracts entered into by Rockingham County are required to contain Non-Appropriation and Indemnification clauses. Sample language is provided below.
  - a. **Non-Appropriation**

Rockingham County is obligated to pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during Rockingham County's then current fiscal year, subject to annual approval by the Rockingham County Delegation. Should Rockingham County fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Rockingham County agrees to deliver prompt notification after any decision to non-appropriation is made, but failure to give such notice will not extend the term beyond such Original or Renewal Term.
  - b. **Indemnification**

To the fullest extent permitted by law, (ORGANIZATION) shall protect, indemnify, save, defend and hold harmless Rockingham County, including its officials, agents, volunteers and employees,

("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of (ORGANIZATION) or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, (ORGANIZATION) shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that (ORGANIZATION) officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

(ORGANIZATION'S) obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

Rockingham County shall not be required to defend or indemnify (ORGANIZATION) or its agents, employees, contractors or subcontractors or any professional service provider.

8. **Insurance Requirements:** The Organization shall always maintain during the life of this proposal insurance coverage. The Organization must also require its subcontractors to maintain such coverage. Any request for modification of the coverage requirements must be submitted in writing with the proposal, and will be evaluated accordingly.
  - a. **Coverage:** The Organization shall have professional insurance/errors and omissions insurance with limits of not less than \$1,000,000 each occurrence. The insurance certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having A.M. Best Company rating of "A" or better.
  - b. **Workers Compensation Insurance:** The Organization shall carry workers compensation insurance as required by the State of New Hampshire.
  - c. **Comprehensive General Liability Insurance:** The Organization shall maintain comprehensive general liability insurance policy, which includes coverage for contractual liability, in an amount of no less than \$1,000,000 per occurrence.
  - d. **Motor Vehicle Insurance:** The Organization shall carry motor vehicle insurance to include bodily injury, property damage, and uninsured motorist, coverage in an amount of no less than \$1,000,000 combined single limit per accident.
  - e. **Insurance Certificate:** The Organization shall provide an insurance certificate confirming the above insurance coverage.
    - i. The provider shall file certificates with Rockingham County showing that the above insurance has been purchased. Include with proposal submission and use mail to: Rockingham County, attn. Commissioners Office, 119 North Road, Brentwood, NH 03833.
    - ii. A 30-day notice is required for cancellation and /or material change of coverage, and sent directly to the above mail to address.

9. **NOTICE:**

- a. The Board of Rockingham County Commissioners reserves the right to accept or reject any and all proposals or parts thereof, to accept the proposal which they deem to be in the best interest of Rockingham County and to waive any bid formality.
- b. Proposals are subject to public review and cannot be honored with proprietary, confidential, do not disclose, or any other restriction that conflicts with the New Hampshire Right To Know law.
- c. Information provided in these specifications is to be used only for the purposes of preparing a proposal detailing costs and services to be provided to Rockingham County. It is expected

that each Organization will read these specifications with care. Failure to meet certain conditions may invalidate proposals.

- d. The information contained herein is believed to be accurate but should not be considered as warranted in any way.
- e. Rockingham County may award to multiple providers.
- f. Any changes to the specifications shall meet the approval of Rockingham County.
- g. Any variations (discounts and/or penalty clauses) that may affect the price, please specify in your proposal.
- h. Upon satisfactory completion of the work and or receipt of product, payment is subject to standard accounts payable process at Rockingham County.

**DETAIL OF ITEM(S), SCOPE OF SERVICE(S), SERVICES**

**A. SPECIFICATIONS**

**Windows Server 2022 Datacenter - 16 Core (Perpetual) Qty 4**