



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 Office@das.nh.gov

141

ARC

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

November 13, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a **Sole Source** contract with MHC Software, LLC (VC#475986), Burnsville, MN in an amount up to and not to exceed \$268,750.00 for software implementation and maintenance for a five-year-term with the option to extend for up to an additional three years, effective upon Governor and Executive Council approval through November 30, 2029. 100% General Funds.

Funds are available in the following accounts for State Fiscal Year (SFY) 2025 and are anticipated to be available in SFYs 2026 through 2029, contingent upon availability, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

01-14-14-142010-13700000-038-500177

	Software License	Professional Services	Total
FY 25	\$43,000.00	\$10,750.00	\$53,750.00
FY 26	\$43,000.00	\$10,750.00	\$53,750.00
FY 27	\$43,000.00	\$10,750.00	\$53,750.00
FY 28	\$43,000.00	\$10,750.00	\$53,750.00
FY 29	\$43,000.00	\$10,750.00	\$53,750.00
Total	\$215,000.00	\$53,750.00	\$268,750.00

EXPLANATION

This **Sole Source** request is for the continued use of the MHC software modules Document Express (document output and distribution), Document Self Service and Image Express (document imaging, Optical Character Recognition (OCR), web forms and workflow

automation) used by DAS's Division of Enterprise Applications Management (DEAM) in the state's Enterprise Resource Planning System (ERP), NH FIRST that is supported by the state's ERP vendor, Infor. These MHC solutions were developed specifically for Infor users to support document generation, distribution, self-service access, image capture, and document retrieval and routing with seamless integration to Infor applications. MHC Software is the exclusive organization authorized by Infor to maintain the product line identified herein and used daily throughout the State's ERP environment.

DAS is currently working with Infor to migrate NH FIRST from an on-premise environment to the cloud. DAS expects to implement Cloudsuite sometime in late 2025. Infor anticipates that Cloudsuite, like its on-premise system, will continue to rely on MHC for its document production solutions.

The approval of this contract is of critical importance to state operations. This contract will help maintain the operational elements of agency business practices promoting efficiencies, increasing compliance with state and federal procedures, and leveraging best practices, resulting in administrative savings from both a financial and State staff resource viewpoint.

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract with MHC LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



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/doit

Denis Goulet
Commissioner

October 28, 2024

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with MHC Software, LLC, as described below and referenced as DoIT No. 2025-044.

The purpose of this request is to provide software implementation and services.

The Total Price Limitation shall be \$268,750, effective upon Governor and Executive Council approval through November 30, 2029.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2025-044

cc: Cindy Dotlich, IT Manager

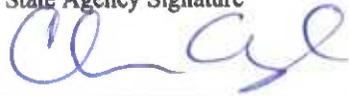
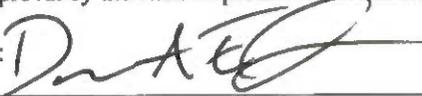
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name MHC Software, LLC		1.4 Contractor Address 12000 Portland Avenue South, Suite 230 Burnsville, MN 55337	
1.5 Contractor Phone Number 800-588-3676	1.6 Account Unit and Class Various	1.7 Completion Date November 30, 2029	1.8 Price Limitation \$268,750.00
1.9 Contracting Officer for State Agency Alexander Stone, Director DEAM		1.10 State Agency Telephone Number	
1.11 Contractor Signature  Date: 10/22/2024		1.12 Name and Title of Contractor Signatory Zachary Bloss, Corporate Controller	
1.13 State Agency Signature  Date: 10/30/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 10/30/24			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

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 with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. MHC Software LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Software, implementation, and maintenance Services as described herein.

2. CONTRACT DOCUMENTS:

2.1. This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D Modules

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," and EXHIBIT D Modules.

3. TERM OF CONTRACT:

3.1. The term of the contract shall commence upon approval of the Governor and Executive Council, through November 30, 2029, a period of approximately five (5) years.

3.2. The Contract may be extended for up to an additional three (3) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

3.3. The maximum term of the Contract (including all extensions) cannot exceed eight (8) years.

4. SCOPE OF WORK:

4.1. MHC remote (web meeting/VPN/phone) software implementation to include Planning and Analysis, Design and Development, Installation and Configuration and Deployment and Customer Support.

4.2. MHC Software maintenance to include software upgrades, software support and training (via phone and web) and Continuing compatibility with Infor Applications for MHC licensed components.

5. COMMERCIAL REQUIREMENTS:

5.1. The State of New Hampshire reserves the right to add or delete products/services throughout the term of the contract. For the addition of a new product or new service, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted product/service.

5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

5.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous

condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

- 5.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 5.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

6. USAGE REPORTING:

- 6.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Corrine Tatro at the Bureau of Purchase and Property and sent electronic to Corrine.E.Tatro@DAS.NH.Gov. At a minimum, the Report shall include:
 - 6.1.1. Contract Number
 - 6.1.2. Utilizing Agency and Eligible Participant
 - 6.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 6.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - 6.1.4.1. Percentage of recycled materials contained within finished products
 - 6.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 6.1.4.3. Types and volume of packaging used for transport
 - 6.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 6.1.4.5. A standardized reporting form will be provided after contract award
 - 6.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 6.1.6. Preferred in Excel format

7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 7.1. The Contractor shall provide all software, implementation and services strictly pursuant to, and in conformity with, the specifications described herein, and under the terms of this Contract.
- 7.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 7.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 7.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).

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

7.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

8. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**

8.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

9. **CONFIDENTIALITY & CRIMINAL RECORD:**

9.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

10. CONTRACT PRICE:

10.1. The Contractor hereby agrees to provide software, implementation and services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$268,750.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

11. PRICING STRUCTURE:

11.1. The Contractor shall provide the requested software, implementation and services under a fixed-fee, payment arrangement. The Contractor will bill the State each month for deliverables completed in the prior month.

11.2. Payments shall not be made until review and acceptance by the State of the required backup materials as described under section 18 invoice.

Software	Annual Subscription Amount	Annual Renewal Date
ACH Format CCD+	850.00	November 1
Annual Subscription on Enterprise Package including:	38,850.00	November 1
Document Express Payroll Module		
Line Item Maintenance Module for Payroll		
W-2 Module		
E-Pay		
Document Express Accounts Payable Module		
1099 Module		
E-Remit		
Document Express Forms Module		
Auto Fax Module		
Auto Document Express		
Positive Pay Automation		
ACH Module		
Slip Sheet Management Module		
Design Express		
Interface Express		
Reconciliation Express		
Electronic W-2 Module with Compliance		
Document Self Service for Pay Stubs Module		
Employee Authorization and Opt-in Functionality- Web Delivery		
Employee Authorization and Opt-in Functionality- Email Delivery		
Electronic Pay Stubs- Disclosures		
Image Express		
Image Express Workflow		
7 Additional Seats		
Document Express 1095-C	1,700.00	November 1
Document Express 1099-NEC	800.00	November 1
1099G	800.00	November 1
Total Subscription	43,000.00	

12. PROFESSIONAL SERVICES RATES

- 12.1. The rate below will be valid for the entirety of the contract term for any related Change Orders or Individual Projects.
- 12.2. Fixed Hourly rate for service \$250.00 per hour.

13. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

- 13.1. State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.
- 13.2. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

14. CONTRACT RETAINAGE:

- 14.1. The state shall retain 5% of total fixed fees from each milestone payment, to be released upon the completion and acceptance by the State.

15. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

- 15.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

16. PERFORMANCE GUARANTEES:

- 16.1. The table below identifies a set of performance guarantees that shall be the basis of performance responsibilities for this Agreement. Performance guarantee metrics are to be self-reported and penalties shall be assessed at the State's discretion. All guarantees shall be measured monthly and quarterly on a calendar year basis. Any penalties due to the State shall be remitted on a separate check, and not as an invoice credit, no later than sixty (60) days after final notice from the State.

Category	Measurement	Maximum Fees At Risk
Availability of software because of contractor's software performance	99.699% - 99.000%	5%
	98.999% - 98.500%	15%
	98.499% - 95.000%	25%
	Below 95.00%	35%
Critical – sever business impact	Response= 1 hour	35%
High – significant business impact	Response= 4 hours	25%
Medium – business impact	Response= 1 – business day	20%
Low – limited business impact	Response= 2 - business days	15%
Enhancement request	Response= 5 - business days	5%

17. TRAVEL EXPENSES:

- 17.1. Travel shall be included in the maximum hourly wages listed in EXHIBIT C.
- 17.2. Daily lodging rates shall be in accordance with GSA Published rates (Per Diem Rates | GSA) for Concord New Hampshire, Merrimack County or local surrounding communities. All related travel costs shall be approved in advance by the State. Contractor will provide monthly invoicing for time & material reimbursements.
- 17.3. The following list is representative of local venues honoring government rates.

- 17.3.1. Hampton Inn
- 17.3.2. Holiday Inn
- 17.3.3. Fairfield Inn
- 17.3.4. Comfort Inn
- 17.3.5. Residence Inn
- 17.3.6. Best Western

- 17.4. Meals & Incidentals shall not exceed the GSA published rates (Per Diem Rates | GSA) for Concord New Hampshire, Merrimack County or local surrounding communities unless approved in advance by the State.
- 17.5. Vehicle rentals associated with on-site contractor resources shall be limited to compact size vehicles unless previously approved by the State.

18. INVOICE:

- 18.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.
- 18.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.
- 18.3. The invoice shall be sent to the address of the using agency under agreement.

19. PAYMENT:

- 19.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

EXHIBIT D - Modules

<p>Document Express Payroll Module</p> <p>Includes 1 Seat, 1 Back-up</p> <p>Includes complete (authorized user) control over logos, company/bank information, MICR line, signatures, text messages and more</p>
<p>Line Item Maintenance Module for Payroll</p> <ul style="list-style-type: none">• Replaces 8-digit deduction & pay codes with flexible, long descriptions• Re-orders or suppresses deductions & pay-codes
<p>W-2 Module</p> <p>Provides W2 capabilities (pressure seal or cut sheet)</p> <p>Includes W2C capabilities</p> <p>Document History and State, Local or Employer copies</p> <p>Includes Annual Updates for Lawson changes</p> <p>Includes interface to Lawson PR297 Print File</p>
<p>E-Pay</p> <p>E-mails Secure PDF of Direct Deposit advice to employees simultaneous to check printing</p>
<p>Document Express Accounts Payable Module</p> <p>Includes 1 Seat, 1 Back-up</p> <p>Includes complete (authorized user) control over logos, company/bank information, MICR line, signatures, text messages and more</p>

<p>1099 Module</p> <p>Supports 1099-DIV; -MISC; -INT</p> <p>Includes Annual Updates for Lawson changes</p> <p>Includes interface to Lawson AP145 Print File</p>
<p>E-Remit</p> <p>E-mails PDF of ACH remittance advice to vendors simultaneous to check printing</p>
<p>Document Express Forms Module</p> <p>Includes 1 Seat, 1 Back-up</p> <p>Includes complete (authorized user) control over logos, company information, signatures, text messages and more</p>
<p>Auto Fax Module</p> <p>Document Express Print Routine forwards formatted documents to your Fax Server</p>
<p>Auto Document Express</p> <p>Automate Document Express import and print routines for forms applications without user intervention. (i.e.- Purchase Order application)</p>
<p>Positive Pay Automation</p> <p>Formatting the file to meet Bank Specifications (Bank of America)</p> <p>Void Capabilities</p> <p>Positive Pay History</p> <p>Ability to concatenate multiple accounts into a single transmission saving on bank costs</p> <p>Testing with the bank</p> <p>The automation tool transfers the P-Pay file to Bank in its format, using xmodem/ymodem, FTP or HTTP, as specified by bank</p>

ACH Module

Creates one type of standard NACHA (CCD+, CTX, etc.) and / or one type of addenda record for transmission to TD BankNorth

Can be run simultaneously to check printing

Provides automated send of ACH file, and receipt of acknowledgement to the extent allowed by bank specifications

Slip Sheet Management Module

Creates a sheet printed between batches outlining the location of distribution for the documents that follow. A Slip Sheet may be printed on a colored sheet of paper to differentiate from checks or label stock to create a label. Custom programming can incorporate a FedEx or UPS Label. Many of our Lawson Clients use Process Level, Department and Alpha last name sorting for distribution.

Design Express

Design tool which facilitates the creation of entire new documents for use in Document Express

Interface Express

Integration tool which facilitates the incoming data into internal database fields for use with a Document Express account.

Reconciliation Express

Loads issued check and paid check information into a reconciliation database. The issued and paid checks are compared and exact matches are reconciled. Issued and paid checks that do not match are considered Exceptions. Exceptions may be reissued, manually reconciled, or purged.

Electronic W-2 Module with Compliance

Interface to Lawson PR297 output file for W-2 information with W-2 formatting and processing. Employees to link from Lawson ESS for secure, electronic W-2 review and printing on-line. Meets IRS compliance for electronic W-2 delivery. Full Administrative Audit Trail of Admin and Employee activity. Client to provide Security Certificate.

Employees are authenticated in the same manner as Lawson Employee Self-Service. (No additional password is required.)

Document Self-Service is accessed from the Lawson Employee Self-Service web page through a link providing a seamless look and feel

Employees may download test W2s, consent to electronic W2s, revoke consent, administer secondary email, print/download current and past year's W2s.

Full system audit trail of all administrative and user actions.

Administration functions allowing for view, print, email, post, and delete of documents

Terminated or inactive employees' W2s may be printed or posted to an alternate website, client determined

Document Self Service for Pay Stubs Module

Eliminate payroll questions by providing employees with more descriptive and reformatted pay advices through Document Self-Service for Pay Stubs™. As the employee logs into Lawson Self Service and is authenticated, a link to electronic pay stubs appears. The employee can view, print, and email the reformatted PDF pay documents. Employers can provide a customized statement of earnings with messaging capabilities. Automatic emails alert employees when pay stubs are available for viewing and printing. Client to provide Security Certificate.

Employees are authenticated in the same manner as Lawson Employee Self-Service. (No additional password is required.)

Document Self-Service is accessed from the Lawson Employee Self-Service web page through a link providing a seamless look and feel

Employees may view current and prior Pay Stubs that were posted and administer secondary email address. Full system audit trail of all administrative and user actions.

Full system audit trail of all administrative and user actions.

Administration functions allowing for view, print, email, post, & delete of documents.

Employee Authorization and Opt-in Functionality- Web Delivery

Employee will have the option to authorize or revoke authorization of electronic receipt of their Pay Stub via Document Self Service. All employee actions will be tracked through an Audit Manager with reporting tools. Email confirmations will be sent to the employee's primary (Lawson HR11) email address and employee's secondary email address (employee entered and maintained).

Employee Authorization and Opt-in Functionality- Email Delivery

Employee will have the option to authorize or revoke authorization of electronic receipt of their Pay Stub via Email delivery. The Pay Stub will be an attachment to the email, and will be encrypted with 128 bit encryption, and password protected. The employee will control the email address for delivery and the password to open the Pay Stub. This email address and password will be maintained by the employee by following a link from Lawson Employee Self Service, to MHC's Document Self Service.

Electronic Pay Stubs- Disclosures

The administrator will be able to maintain a disclosure message attachment in the Document Self Service settings which will contain a subject, and the body of the disclosure. When payroll is run through Document Express, the disclosure message attachment will be displayed. If accepted, the disclosure message attachment will be added as a page to the PDF of the Pay Stub being transferred to Document Self Service. When an employee clicks on the Pay Stub to view it, the disclosure message attachment is displayed. The employee must click on "I have read and understand this disclosure" in order to view the Pay Stub. This acceptance is time stamped and saved in the audit history.

Image Express

Unlimited Query Users

Unlimited Entry Users

Dynamic Image Drill

Includes one Index Data Image Capture, such as Invoices in the Lawson AP20

Image Express Workflow

Hierarchical Routing and Approval engine for imaged documents

7 Additional Seats

Document Express 1095-C Module

One site, one seat and one backup seat

Provides totals and document counts

Enables 1095-C document printing and/or online delivery for organizations that also license the 1095-C MHC Document Self-Service functionality

Requires customer to procure relevant tax forms compatible with licensed MHC Document Express output (ask MHC for referral to recommended forms provider)

Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers

1095-C Tax Form: Employer-Provided Health Insurance Offer and Coverage

Software to create and print 1095-C documents required by the Affordable Care Act (ACA)

Supports data import of standard Infor Lawson Benefits module CSV output file (for customers on extended support for version 9.0.0 or on a newer version; Infor BN297) or Infor Global HR Benefits standard output or MHC 1095-C standard input file

Customers must choose 1 of 2 IRS-approved form layout options offered by an MHC authorized forms provider:

Option 1: 8.5x11" laser cut sheet form with compatible envelope

Option 2: 8.5x14" eccentric z-fold pressure seal form

For additional form details (e.g., pricing and how to order), contact your MHC Account Executive.

Paper forms will have a blank face and preprinted backside with IRS instructions; the input data and remaining form design will be printed by the MHC Document Express software onto the paper

Includes Corrected Form 1095-C capabilities

Document Express 1099-G Module

1099-G Tax Form: Certain Government Payments

Interface to standard file layout for data import:

IRS Electronic 1099 Output File Layout (matches Infor Lawson API46 file or Infor CSF standard 1099 output file) OR

MHC Standard Tax Module CSV File Layout

Forms design for laser cut sheet or pressure seal designs for 1099-G forms (all other 1099 form variations require separate licensing)

Software stores document history audit records

Supports document corrections

Enables option for authorized users to enter input data to generate a document manually

Optional extension in Document Express to support creation of unencrypted PDFs of the 1099s (licensed separately for each document type as Document Express PDF/TIF Creation Add-on option)

Optional extension in Document Self-Service to support online 1099 functionality (licensed separately)

One site, one seat and one backup seat

Provides totals and document counts

Creates the 1099-G documents

Requires customer to procure relevant 1099 forms compatible with licensed MHC Document Express output (ask MHC for referral to recommended forms provider)

Does not include support for non-standard input file layouts nor non-standard forms designs; custom data imports or custom forms design layouts for tax documents require licensing of MHC's Document Express Custom Tax Document Module

Does not include the generation of the data/files to be sent to the IRS, nor transmission of data/files to the IRS and tax preparation software providers

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MHC SOFTWARE, LLC is a Minnesota Limited Liability Company registered to transact business in New Hampshire on June 05, 2015. 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: 727216

Certificate Number: 0006792779



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



To Whom It May Concern,

I am writing this letter on behalf of MHC Software Holdings, Inc. to formally inform you about the authorized signatories for company contracts. It is important to establish clear guidelines regarding the individuals who are authorized to sign contracts and legally bind our company in any contractual agreements.

After careful consideration and internal discussions, we have determined that the following individuals are the authorized signatories for all company contracts:

Gina Armada
CEO

Aaron Stenhaug
VP, Finance

Zachary Bloss
Corporate Controller

Please note that any contractual agreements or legal documents signed by individuals other than those listed above will not be considered legally binding on behalf of MHC Software Holdings, Inc. We kindly request you to update your records accordingly and share this information with the appropriate personnel in your organization.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Stenhaug".

Aaron Stenhaug
VP, Finance



800.588.3676



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