



142 - 6/3/26

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
 25 Capitol Street
 Concord, New Hampshire 03301
 (603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
 Commissioner

Catherine A. Keane
 Deputy Commissioner

Sheri L. Rockburn
 Assistant Commissioner

May 14, 2026

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

The Department of Administrative Services requests approval to enter into a **Sole Source** contract with Affinity Global Solutions, LLC of Bismarck, North Dakota (Vendor Code 209648) for the purpose of hosting, and providing support and maintenance services for the State's Budgeting System for an amount not to exceed \$1,615,730. Effective upon Governor and Council approval through September 30, 2029, with an option to extend, up to four years, in two-year increments ending September 30, 2031 and September 30, 2033, respectively. 85% General Funds and 15% Capital Funds

Funds are available for Fiscal Year 2026 and Fiscal Year 2027 and are anticipated to be available in the Department's future operating budgets for Fiscal Year 2028 through Fiscal Year 2030, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified, in the accounts noted below:

Funding	Description	Contract Year 1		Contract Year 2	Contract Year 3	Contract Year 4	TOTAL
		FY 26	FY27	FY28	FY29	FY 30 ending 9/30/29	
01-014-014-142010-13700000 Enterprise Application Management							
038-500177 Software License/Maintenance							
	Hosting		\$126,000	\$131,040	\$136,282	\$35,434	\$428,756
	Maintenance and Support	\$192,430		\$200,127	\$208,132	\$54,115	\$654,804
	Additional Technical Services, as needed		\$86,400	\$89,856	\$93,450	\$22,464	\$292,170
	Total General Funds (85%)	\$192,430	\$212,400	\$421,023	\$437,864	\$112,013	\$1,375,730
01-014-014-142030-92760000 L21:1IC1-NH First Migr Cld Env							
034-500099 – Major IT Systems							
	Hosting Initial One Time Set-Up	\$40,000					\$40,000
	OPTIONAL: BARS version upgrade implementation			\$200,000			\$200,000
	Total Capital Funds (15%)	\$40,000		\$200,000			\$240,000
	Contract Totals including Upgrade	\$232,430	\$212,400	\$621,023	\$437,864	\$112,013	\$1,615,730

EXPLANATION

The Department is requesting your support and approval to contract with AGS to provide hosting services and maintenance and support for the State's budget system. The budget system is used for the development, compliance, and management of the State's budget by the Executive, Legislative, and Judicial Branches and is perhaps the most critical piece of fiscal infrastructure. The State Budget Office engages daily with personnel across all agencies and branches of government and has been formally communicating the impending commencement of the agency phase of the forthcoming state budget, scheduled to begin this August.

The budget system works in concert with the State's ERP which is undergoing a significant modernization and migration to the cloud. In large part, the decision to enter into a **sole source** contract with our current, highly satisfactory vendor is driven by the understanding that individual agencies are about to undergo a year to year-and-a-half of testing, training, and learning of an essentially new ERP and simply do not have the capacity to undergo a similar process with regard to the budget system. In the midst of that change, it would simply be too much risk and organizational change management across the state enterprise to also procure and develop a new budget system.

In the past, the budget system was an oft-forgotten add-on product to the State's ERP, easily ignored. The State did not have a direct contractual relationship with the budget system vendor, thereby having to rely on the ERP vendor as the middleman for support. For quite a few years it has been a goal of budget management, to contract directly with the budget system vendor, AGS, and more fully utilize their skill set.

The alternative to renewing and improving our relationship with a trusted vendor would have been an RFP and new procurement. The State Budget Office gathered information from the majority of states in the country to at least investigate alternatives. In the end, however, migrating to a new RFP during the state ERP implementation simply introduces an unacceptable level of risk into the state's financial management.

As the critical piece of financial control, it will be managed directly by the DAS Assistant Commissioner and State Budget Office, in consultation with the Office of the Legislative Budget Assistant.

This contractual agreement has been approved by the Commissioner of the Department of Information Technology and the Attorney General, as to form, substance, and execution. Therefore, based on the foregoing, I am recommending and requesting approval of this contract.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

May 12, 2026

Charles M. Arlinghaus, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
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 Affinity Global Solutions, LLC, as described below and referenced as DoIT No. 2026-092.

The purpose of this request is for hosting and providing support and maintenance services for the State's Budgeting System.

The total Price Limitation shall be \$1,615,730, effective upon Governor and Executive Council approval through September 30, 2029.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet". The signature is written in a cursive style with a long horizontal stroke at the end.

Denis Goulet

DG/jd
DoIT #2026-092

cc: Rebecca Bolton, IT Manager, DoIT



State of New Hampshire


DEPARTMENT OF ADMINISTRATIVE SERVICES

DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT

Contract Version dated 5/12/23 1.45 pm

DOIT Template Version 7.0 2/2025

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Contractor Initials 

Date:

5/12/2026

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
AGREEMENT**

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FORM NUMBER P-37 (VERSION 2/23/2023)

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 Administrative Services		1.2. State Agency Address 25 Capitol St Concord NH 03301	
1.3. Contractor Name Affinity Global Solutions (AGS), LLC		1.4. Contractor Address 812 Burlington Dr, STE 300 Bismarck NH 58504	
1.5. Contractor Phone Number 701.223.3565 x17	1.6. Account Unit and Class 13700000-038 and 92760000-034	1.7. Completion Date 9/30/2029 (FY30)	1.8. Price Limitation \$1,615,730
1.9. Contracting Officer for State Sheri Rockburn, DAS Asst. Commissioner		1.10. State Agency Telephone Number 603.271.1401	
1.11. Contractor Signature Date: 		1.12. Name and Title of Contractor Signatory Brent Levinson, Vice President	
1.13. State Agency Signature Date:  5/13/24		1.14. Name and Title of State Agency Signatory Sheri Rockburn, DAS Asst. Commissioner	
1.15. Approval by the NH Department of Administration, Division of Personnel (if applicable) Director: Click or tap here to enter text. Date: Click or tap to enter a date.			
1.16. Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Click or tap here to enter text.  5/14/26 Date: Click or tap to enter a date.			
1.17. Approval by the Governor and Executive Council (if applicable) G&C item number: Click or tap here to enter text. G&C meeting date: Click or tap to enter a date.			

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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” or “Vendor”) 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

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Contractor under this Agreement those liquidated amounts required or permitted by NH 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.

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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

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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 NH 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

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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 New Hampshire 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 NH RSA chapter 281-A ("Workers' Compensation").

15.2. To the extent the Contractor is subject to the requirements of NH 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 NH 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.

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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

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Contractor Initials: 

Date: _____ 5/12/2026

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
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EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

1. **Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

3.4 The Term may be extended up to four years, in two-year increments ending 9/30/2031 and 9/30/2033 respectively, (“Extended Term”) at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

2. **Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV (Comma-separated values) or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be

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EXHIBIT A – SPECIAL PROVISIONS

recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

3. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.1 As used in this Agreement, except to the extent the Contractor incorporates the Contractor’s intellectual property (which would remain the Contractor’s intellectual property), 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.

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or

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d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor 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 Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

4. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

5. The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

27.1 Neither Contractor 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, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

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28. NOT USED

29. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

30. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

31. FOREIGN ADVERSARIES AND PROHIBITED INFORMATION AND COMMUNICATIONS TECHNOLOGY AND SERVICES (ICTS)

- a. No equipment or services on the [Foreign Adversaries and Prohibited Technologies](#)
- b. No equipment or services on the [FCC Covered List](#).

32. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- I. State of New Hampshire, DEPARTMENT OF ADMINISTRATIVE SERVICES Contract Agreement DOIT # 2026-092 P-37 as amended by Exhibit A.
- II. State of New Hampshire, DEPARTMENT OF ADMINISTRATIVE SERVICES Contract Exhibits in order of precedence:
 - a. Exhibit B.
 - b. Exhibit C.
 - c. Exhibit D (D-1 NOT USED)
 - d. Exhibit E
 - e. Exhibit F.
 - f. Exhibit G.
- III. Additional Contractor Provided Documents (Exhibit H) NOT USED.

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EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS

1. STATEMENT OF WORK

AGS will transition the State of New Hampshire’s (State) Internet Budget Analysis and Reporting System (IBARS), utilized for the development, compliance, and management of the biennial operating budget by the Executive, Judicial, and Legislative Branches, currently on-premises, to a cloud-based environment.

AGS will ensure IBARS is available and operating, effective and through the contractual period for budgetary data entry, reporting, and interfacing to/from NHFIRST beginning with the periods noted below:

- Fiscal Year 2026 Extended Period, estimated to be July 1, 2026 – July 17, 2026
- Fiscal Year 2027 (July 1, 2026 – June 30, 2027) including Fiscal Year 2027 extended period (estimated through July 16, 2027)
- For the development of the Biennial Budget Fiscal Years 2028 – 2029 (budget development period estimated August 1, 2026 – June 30, 2027)
- And for future fiscal years in accordance with the contractual period.


In addition, AGS in collaboration with the State’s Budget Office will ensure data can be transferred to from IBARS and NHFIRST-CloudSuite Version, at a go-live date estimated to occur in the later part of Fiscal Year 2027.

AGS will provide hosting services and monitor and maintain the State’s IBARS Servers, at its location in Bismarck, ND. Reference Section 5: Hosting Services within Exhibit B for additional information.

AGS shall maintain and support IBARS, as further described in Section 6: Maintenance and Support Services. In addition, AGS shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation.

AGS shall grant the State license to use IBARS Software and its associated Documentation. AGS’ program, IBARS, is copyrighted and this license provides the State with an unlimited user count, perpetual, non-exclusive, non-transferable, and non-revocable right to use the program. Reference Exhibit D Software End-User License Agreement for more information. AGS will grant access to the underlying database for use by the State’s Key Staff (listed in Section 4) or other State staff as necessary, in order to create ad-hoc reports through such programs, but not limited to, SQL Developer and Crystal Reports.

AGS will provide additional technical services, as needed, based upon an agreed limited SOW between AGS and State (without further Governor and Council approval), for such activities that are outside of the standard Service Support Agreement, including but not limited to activities and tasks required for year-end close, budget development, continued alignment with the State’s Accounting


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ERP System (“NHFIRST”) and best practices to achieve more efficiency with budget development and monitoring budgetary compliance, within the not-to-exceed contract total specific to the category “Additional Technical Services”.

AGS will configure up to three (3) non-production environments and one production environment at the AGS hosted site.

DoIT Operations and AGS will work towards IBARS having a SAML 2.0 compliant connection for their web service application with assistance from DoIT Messaging, Collaboration, and Security Services(MCS) team. An Authentication of Third Party Services and Applications Form, will be submitted for that effort by DoIT. AGS will provide their documentation for a SAML 2.0 compliant authentication service, upon request

2. BUSINESS AND TECHNICAL REQUIREMENTS

Please utilize the following instructions to complete all tables under 2.1 Business Requirements and 2.2 Technical Requirements

Criticality Column:

(M) Indicates a requirement that is "Mandatory." The State considers it to be of such great importance that it must be met for the Proposal to be accepted. If the proposer believes that there is something about their Proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a Proposal if the need of the requirement is reduced or eliminated by another feature of the Proposal.

(P) Indicates a requirement which is "Preferred." This requirement is considered by the State to be of great usefulness, but the lack of this feature is not considered serious enough to disqualify the Proposal.

(O) Indicates a requirement which is "Optional." This requirement is considered by the State to be one which is useful or potentially useful but not a central feature of the Project.

Vendor Response Column:

Enter “Yes” if the Solution can fully support ALL the functionality described in the row, without special customization. “Yes” can only be used if the delivery method is Standard (see delivery method instructions below).

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Otherwise, enter "No"; "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

Vendor Delivery Method Column:

Complete the delivery method using Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard – Feature/Function is included in the proposed Solution and available in the current Solution release.

Future – Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)

Custom – Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the modification in the comment area.)

Not Available/Not Proposing – Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Vendor Comments Column:

For all Delivery Method responses, vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

2.1. Table B-2.1 Business Requirements

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
B1.1	Hosting IBARS system through a hybrid SaaS model. AGS provides a hosting solution through on-line access while NH is responsible for procuring independently, the underlying platform to operate the program (currently NH has an Oracle license). (reference Exhibit B Section 5 – Hosting). AGS grants NH a non-exclusive, non-revocable perpetual license to use the IBARS software, provided in addition to the hosting services (reference Exhibit D - Software End-Use License Agreement)	M	Y	Standard	NH has a BARS license and Oracle license. AGS is hosting the solution.

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B1.2	Provide on-going Maintenance and Support (reference Exhibit B Section 6 – Maintenance and Support Services.)	M	Y	Standard	
B1.3	Ability to import data/interfaces from NHFIRST to BARS, including but not limited to salary and benefit data for positions and employees, fiscal year end balances for budgetary and actual revenue and expenditures by agency and program.	M	Y	Standard	
B1.4	Ability to export data/interfaces from IBARS to NHFIRST, including but not limited to daily budgetary transactions.	M	Y	Standard	
B1.5	Ability to perform complex salary and benefit projections for each year of a biennial budget by position and/or employee by agency and program.	M	Y	Standard	
B1.6	Ability to produce reports as required by State statutes including but not limited to the Agency Budget Book, Governor’s Recommended Budget, Proposed and Enacted Operating Budget (House Bill 1 format).	M	Y	Standard	
B1.8	BARS Oracle database will be replaced with Maria database by AGS in NH State Fiscal Year 2028.	M	Y	Standard	
B1.9	BARS application will be browser agnostic (i.e. at a minimum Chrome and Edge)	M	Y	Standard	

2.2. Technical Requirements

Table B-2.2.1 Prohibited Technologies

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
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PT1	<p>No equipment or services on the State of New Hampshire's Foreign Adversaries and Prohibited Technologies (found here)</p> <p>and</p> <p>No equipment or services on the FCC Covered List found here: FCC Section 2 List of Equipment and Services</p>	M	Yes		AGS has no equipment on this list
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Table B-2.2.2 Security Compliance Requirements

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
T1.1	<p>Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline</p> <p>SP 800-171 Rev. 3, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations CSRC (nist.gov)</p>	M	Yes		
T1.2	<p>Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus</p> <p>SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations CSRC (nist.gov)</p>	P	Yes		

Table B-2.2.3 GovRAMP Authorization

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Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
T2.1	GovRAMP Ready/Authorized Certification Home - GovRAMP	P	No		AGS is working on GovRAMP Core Certification (StateRAMP) Certification
T2.2	If GovRAMP Ready, you agree to attain GovRAMP Authorized within 12 months of the effective date of a resulting contract.	M	N/A		
T2.3	If GovRAMP Active, you agree to attain GovRAMP Authorized within 24 months of the effective date of a resulting contract.	M	N/A		
T2.4	If GovRAMP In Process, you agree to attain GovRAMP Authorized within 24 months of the effective date of a resulting contract.	M	Yes		AGS is working on GovRAMP Core Certification (StateRAMP) Certification
T2.5	If GovRAMP Pending (Under review with GovRAMP PMO awaiting a determination for a verified status), you agree to attain GovRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	M	No		
T2.6	If Not GovRAMP Progressing, Not GovRAMP Ready, or Not GovRAMP Authorized the vendor shall initiate and provide a GovRAMP Security Snapshot with their response. You agree to	M	No Snapshot Yes		AGS is skipping the Snapshot process and

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	attain GovRAMP Authorized within 24 months of the effective date of a resulting contract.		24 Months		moving to 3PAO audit
T2.7	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for GovRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.	M	Yes		

Table B-2.2.4 Other Certifications in Lieu of GovRAMP

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
T3.1	FedRAMP Authorized How to Become FedRAMP Authorized FedRAMP.gov	P	No		
T3.2	HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance Information Risk Management and Compliance	P	No		

Table B-2.2.5 Hosted Platform

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Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
T4.1	<p>The following Hosting Platforms are FedRAMP/GovRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments.</p> <ul style="list-style-type: none"> • AWS US East/West • AWS GOV CLOUD • AZURE Commercial Cloud • AZURE Government (Includes Dynamics 365) • GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) • ORACLE Government Cloud – Common Controls • ORACLE Federal Managed Cloud Services 	P	No		<p>AGS offers Hosting solution while NH will continue to be responsible for procuring and utilizing its Oracle platform. AGS does not have single sign-on authentication integrated with the STATE. Access to BARS via AGS will be through credentialed employee IDs provided by the State to AGS.</p>

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Table B-2.2.6 Individual Agency Compliance Requirements (examples listed below)

Req #	State Requirement Description	Criticality	Vendor Response	Vendor Delivery Method	Vendor Comments
T5.1	FTI Pub 1075 (Federal Tax Information)	M	N/A		Not Required
T5.2	HIPAA	M	N/A		Not Required
T5.3	FERPA (Family Educational Rights Privacy)	M	N/A		Not Required
T5.4	CIJS	M	N/A		Not Required
T6.1	AGS will work with the State to achieve WCAG 2.1 Level AA compliance with the IBARS upgrade.	P	Yes		

2.3. Service Level Agreement (SLA)

AGS' SLA is included on the pages following the SLA table below in section 2.3.1

Vendor agrees to the following Service Level Requirements

Req #	State Requirement Description	Criticality
SLA -1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M
SLA -2	The vendor shall maintain the hardware and software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M

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SLA -3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M
SLA -4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M
SLA -5	The State shall have unlimited access, via phone or email, to the Vendor technical support staff between the hours of 8:30am to 4.30pm- Monday through Friday EST.	M
SLA -6	<p>The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> • Class A Deficiency – Software – Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation – missing significant portions of information or unintelligible to State; Non-Software – Services were inadequate and require re-performance of the Service. • Class B Deficiency – Software – important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation – portions of information are missing but not enough to make the document unintelligible; Non-Software – Services were deficient, require reworking, but do not require re-performance of the Service. • Class C Deficiency – Software – minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation – minimal changes required and of minor editing nature; Non-Software – Services require only minor reworking and do not require re-performance of the Service. 	M
SLA -7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <p>Class A Deficiency – The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>Class B & C Deficiency – The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4)</p>	M

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	hours of notification of planned corrective action; The Vendor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	
SLA -8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M
SLA -9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M
SLA -10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M
SLA -11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA -12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M
SLA -13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M
SLA -14	The Vendor will give two-business days prior notification to the State Contract Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA -15	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M

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SLA -16	<p>For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained:</p> <ol style="list-style-type: none"> 1. Nature of the Deficiency. 2. Status of the Deficiency. 3. Action plans, dates, and times. 4. Expected and actual completion time. 5. Deficiency resolution information. 6. Resolved by. 7. Identifying number i.e., work order number. 8. Issue identified by. 	P
SLA -17	<p>The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:</p> <ol style="list-style-type: none"> 1. Mean time between reported Deficiencies with the Software. 2. Diagnosis of the root cause of the problem. 3. Identification of repeat calls or repeat Software problems. 	P

Responsible Accountable Consulted Informed

Component	AGS	NH DAS
<i>Data Center Infrastructure</i>	<i>RA</i>	<i>I</i>
<i>Hosted Operating Environments</i>	<i>RA</i>	<i>I</i>
<i>Application Security</i>	<i>RA</i>	<i>C</i>
<i>Application/Data Backups</i>	<i>RA</i>	<i>I</i>
<i>Application Support</i>	<i>RA</i>	<i>I</i>
<i>Bug Fix Prioritization</i>	<i>A</i>	<i>R</i>
<i>DR Execution</i>	<i>RA</i>	<i>I</i>
<i>Issue Vetting</i>	<i>C</i>	<i>RA</i>
<i>User Vetting</i>	<i>C</i>	<i>RA</i>

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<i>Application Updates</i>	RA	C
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2.3.1 Affinity Global Solutions - Service Level Agreement

Problem Level †	Description	Initial Response Timeframe	Corrective Timeframe	Comment
Level 1 Critical	A problem with the System is causing critical impact to business operations, and no workaround is immediately available. Example: The system is down and inoperable.	Call-back, or electronic acknowledgment , by AGS technical staff within 15 minutes of client’s first phone call to AGS.	Workaround or resolution within 4 hours, unless otherwise agreed.	If resolution requires a software correction, a patch will be provided.
Level 2 Serious	A problem is causing significant impact to business operations, and any workaround is unacceptable on a long-term basis. Example: A major area of the system is inoperable while other areas can continue.	Call-back, or electronic acknowledgment , by AGS technical staff within 30 minutes of the client’s first phone call to AGS.	Workaround or resolution within 24 hours, unless otherwise agreed.	If resolution requires a software correction, a patch will be provided. Work shall begin after Level 1 issues are resolved but prior to resolution of Level 3 and 4 issues.
Level 3 Minor	A problem that impairs some functionality, but a practical workaround exists such that there is not a material impact to the client’s business operations. Example: One or more business processes are impacted, either in timeliness	Call-back, or electronic acknowledgment , by AGS technical staff within 1 hour of the client’s first phone call to AGS.	Workaround or resolution within 5 business days unless otherwise agreed.	If resolution requires a software correction, this shall be fixed in the next product release. Client may request a patch.

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Problem Level †	Description	Initial Response Timeframe	Corrective Timeframe	Comment
Level 4 Routine	A problem that does not affect any production functions of the software and may be cosmetic in nature. A software defect exists but does not impede functionality. Example: There are minor, non-functional issues affect the System, but the System is otherwise operational.	Call-back, or electronic acknowledgment, by AGS technical staff within 4 hours of the client's first phone call to AGS.	Workaround or resolution within 5 business days unless otherwise agreed.	If resolution requires a software correction, this shall be fixed in the next product release.
Level 5 Client's Responsibility	Routine requests such as retrieving user ID, resetting password, or assisting with basic system navigation	N/A	N/A	If the client's trained system admin staff is unable to resolve issue, it will be escalated to level 4.

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3. CHANGE ORDER

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

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and 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 within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

4. CONTRACT MANAGEMENT

4.1 CONTRACT Management Outline

The Contractor shall provide tracking tools and templates to record and manage Issues, risks, change requests, requirements, and other documents used in the management and tracking the contract. The State believes that effective communication and reporting are essential for success. The Contractor shall employ effective communication and reporting strategies to ensure success. The Contractor Key Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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The State may, at its sole expense, conduct reference and background screening of the Contractor's Contract Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor team members in the event of change in staff.

4.2 The Contractor's Key Staff

The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Brent Levinson
701-223-3565 x 17
brentl@affinitygs.com

The Contractor's Additional Key Staff

The State considers the following individuals to be Key Staff:

Anthony Nelson
AnthonyN@affinitygs.com
Vincent Harms
Vinceh@affinitygs.com

The State reserves the right to require removal or reassignment of Key Staff who are found unacceptable to the State. Contractor shall notify the State of any changes to Key Staff with written notification. The replacement Key Staff shall have comparable or greater skills than Key Staff being replaced.

4.3 The State's Key Staff

The State's Lead Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration.

The State Contract Manager is:

Sheri L. Rockburn, DAS Assistant Commissioner
603.271.1401
Sheri.L.rockburn@das.nh.gov

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The State’s Operational Managers

The State assigns the following as Co- Managers.

Alex Stone, DAS Director of Division of Enterprises Applications Management

Alexander.m.stone@das.nh.gov

Chris Gross, DAS Budget Officer

Christopher.j.gross@das.nh.gov

The State’s Additional Key Staff

The State considers the following individuals to be Key Staff:

Jim Miner

James.m.miner@das.nh.gov

Laura LeCain

Laura.a.lecain@das.nh.gov

Allison Cook

Allison.r.cook@das.nh.gov

4.4 No-Hire Provision

During the period of performance of this agreement, and for a period of one (1) year thereafter, neither party shall not solicit or engage the services of any employee of the other party engaged in performance of work related to this contract, without expressed written notification to and acceptance by the other party.

4.5 General Provisions and Responsibilities

The Contractor is responsible for:

- a. Providing Hosting services in accordance with Section 5: Hosting
- b. Providing Maintenance and Support services in accordance with Section 6
- c. Providing non-exclusive, non-revocable perpetual license to use the package of software programs and data in machine readable form and related materials, documentation and listings, which together constitutes the “Licensed Program” referred to as Internet Budget and Analysis and Reporting System (IBARS) in accordance with Exhibit D: Software Program End-Use License.
- d. Keeping the State informed as to issues which will impact State operations, and responding timely to any such issues identified.

The State Managers’ duties shall include the following:

- a. Responsible and accountable for prioritizing and managing significant issues and risks and consulting with the contractor when needed.

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- b. Reviewing and approval for payment contractor invoices
- c. Review and approval of Change Orders.
- d. Responding timely on any issue and status which will impact State operations.

5. HOSTING SERVICES

5.1 Purpose

To provide Hosting services and monitor and maintain the State of New Hampshire's IBARS (Internet Budget Analysis and Reporting System) Servers, for the State at its location in Bismarck, ND.

- a) Production Oracle database and related production ready application.
- b) Test instance of the production database.
- c) Training instance of the production database on an as needed basis.

5.2 Equipment

Equipment needed to fulfill this Contract will be purchased and maintained by the Contractor.

- a) Production Oracle database and related production ready application.
- b) Equipment changes will be made with the agreement by the State's Lead Contract Manager
- c) A production and backup (test) system will be provided.
- d) One server upgrade will be done at least every two years.

5.3 Monitor & Maintenance

A structured policy and practice is to be documented and developed by AGS for the monitoring and maintenance of the system as follows:

- a) Equipment list.
- b) Backup method and schedule.
- c) Network architecture.
- d) Remote access.
- e) Firewall policy.
- f) System & database recovery testing.
- g) Disaster recovery plan.

5.4 Security

The State will provide IP addresses for IBARS users. AGS will adjust the system firewall to only allow IBARS users authorized to access the system:

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- a) For users within the State network, address ranges of 199.192.01 – 199.192.300 addresses. Other users through ZScaler with various addresses.
- b) For all other users, their system’s specific IP address.

The State will provide IP addresses for Query/Admin users. AGS will adjust the system firewall to only allow Query/Admin users authorized to access the system:

- a) For all other users, their system’s specific IP address.

AGS continuously monitors server system’s firewall status. AGS will undertake a monthly external port scan in order to verify the firewall is operating as expected. Irregular activity or alerts will be the responsibility of the Contractor to correct and notify the State Office. These port scan reports will be provided to the State Office on request.

5.5 Documentation

Documentation is provided in MS Word via email and updated at least 1 time per year as follows:

- a) Backup procedures.
- b) Database recovery procedures.
- c) System recovery procedures.
- d) Firewall procedures.

5.6 support

Affinity Global Solutions will provide telephone support concerning the application and database usage. Telephone support will be available weekdays during the hours of 8:30 a.m. to 4.30 p.m. (Eastern Time). Calls are returned within one hour. Provision will be made for extended support and emergencies during critical budgeting periods that may occur beyond the minimum telephone support hours at no additional charge.

5.7 Disaster recovery

The Disaster Recovery Plan will be tested at a minimum annually. AGS will provide the State with the results of such test(s) and a corrective action plan if needed, within 90 days of being performed.

5.8 Additional Hosting Considerations

IBARS Hosting	
Hosting Services	Details
Application/System Monitoring	Via weekday daily checklist and after hours email heartbeat

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Backups	Daily backup to tape, plus copy to 2 nd internal storage & AGS hardened storage service, AGS offsite server and to New Hampshire FTP site
Hardware	
Production Application & Database Server	Supermicro 119U-7 w/ Supermicro X10DRU-i+ mainboard & dual 750W power supplies 2 Intel 10 Core 3.1GHz, 512GB RAM
Test & Backup Application & Database Server	Supermicro 119U-7 w/ Supermicro X10DRU-i+ mainboard & dual 750W power supplies 2 Intel 10 Core 3.1GHz, 512GB RAM
Uninterruptable Power Supply	2X APC SUA2200, system monitored with automatic generator backups. The hosting service is designed to be available during a power outage.
Software Licenses	
Operating System	Linux – Rocky Linux 9
Oracle License	New Hampshire licensing
Application Server	Tomcat
PrinceXML	AGS supplied
Networking	
Internet Access	Midco Fiber 25 Mb, Midco Fiber 25 Mb
Firewall	Iptables w/FWBuilder

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6 MAINTENANCE AND SUPPORT SERVICES

6.1 System Maintenance

The Contractor shall maintain and support IBARS in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

AGS will periodically issue the following technical and functional improvements:

a) Fixes to Errors

Fix: the repair or replacement of source, object or executable code of the Licensed Program or Software versions to remedy an Error

Error: a Licensed Program or Software malfunction that degrades the use of the Licensed Program or Software

b) Enhancements -a technical or functional addition to the Licensed Program or Software, delivered with a new Licensed Program or Software release to improve functionality and/or operations. Enhancements are delivered to State only on an if and when available basis

Custom Development - a technical or functional addition to IBARS specifically developed for Licensee at Licensee's request. Custom Development may result from separate services contract and may be charged separately.

Updates/Upgrades may be considered a new Licensed Program, which its release(s) is not designated by AGS as a "new products" or "new functionality" for which AGS may charge separately.

6.2 System Support

The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

AGS will provide telephone support, at a minimum, weekdays during the hours of 8:30 am to 4:30 pm Eastern Time. Calls will be returned within one hour. Provisions will be made for extended support and emergencies during critical budget periods that may require additional support beyond the minimum telephone support hours and during the weekend, at no additional cost to the State.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

- a. Class A Deficiency – The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

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- b. Class B & C Deficiency – The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.

6.3 Support Obligations

The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- a. nature of the Deficiency.
- b. status of the Deficiency.
- c. action plans, dates, and times.
- d. expected and actual completion time.
- e. Deficiency resolution information.
- f. resolved by.
- g. identifying number i.e. work order number.
- h. issue identified by.

The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

- a. mean time between Reported Deficiencies with the Software.
- b. diagnosis of the root cause of the problem.
- c. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the State shall have the right, at its option, to (i) provide an extension to the timeline to fix the Deficiency as long as AGS is working in good faith to address it, (ii) receive a refund of the pro-rata maintenance charges during the delay period; and (iii) pursue the remedies as defined in the P-37 General Provisions, Provision 8.

6.4 Contract Warranties And Representations

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6.4.1 System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

6.4.2 Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

6.4.3 Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

6.4.4 Services

Contractor warrants that all Services to be provided under this Agreement 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.

6.5 Data Protection

6.5.1 Safeguards

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

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- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

6.5.2 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

6.5.3 Security Incident or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

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Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

6.5.4 Breach Responsibilities

This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach.
- b. promptly implement necessary remedial measures, if necessary.
- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach and consists of material confidential or non-public data of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach.
- b. notifications to individuals, regulators or others required by State law.
- c. a credit monitoring service required by State (or federal) law.
- d. a website or a toll-free number and call center for affected individuals required by State law – all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most

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recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach.

- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (d)] subject to this Contract's limitation of liability.

6.6 Exclusions

Affinity Global Solutions shall have no obligation to support:

- a) Substantially altered, damaged or modified Software (this means software that has been substantially modified and Affinity Global Solutions has not pre-approved modification specifications in writing);
- b) Errors caused by Licensee's negligence, hardware malfunction, operating system malfunction, web server malfunction, or other causes beyond Affinity Global Solutions' reasonable control;
- c) Software installed in a hardware or operating environment not supported by Affinity Global Solutions; and
- d) Third party software not licensed through Affinity Global Solutions.

7. ADMINISTRATIVE SERVICES –The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

8. TRAINING

The Contractor shall provide Training Services, to State Key Staff listed in this contract, as needed, related to fixes, changes, modifications, and/or enhancements to the BARS functionality initiated by AGS, at no additional cost to the State.

9 TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

10 CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. 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 amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL 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. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered “Fully Loaded,” including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. INVOICING

The Contractor shall submit invoices to the State for all amounts to be paid by the State for Services as permitted by the Contract and identified in the Payment Schedule and Pricing Table that follows.

Invoices shall contain detailed information, including without limitation: description of the annual support and maintenance charges and the period covered; description of the monthly hosting charges and the period covered; separately identify any one time initial set-up charges; and when applicable separate monthly invoices for “Additional Technical Services” detailed by AGS staff name and number of hours worked by activity/task.

Upon receipt of an accurate, 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:

DEPARTMENT OF ADMINISTRATIVE SERVICES
State House Annex
Commissioner’s Office
25 Capitol Street, Concord NH 03301
Attn. Sheri Rockburn

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

5. PAYMENTS

Payments shall be made via ACH. [Enroll with the State Treasury for ACH payments.](#)

A. OVERPAYMENTS TO THE CONTRACTOR

The Contractor 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.

B. CREDITS

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

C. PROJECT HOLDBACK

For any invoices related to "Additional Technical Services", the State may retain up to 10% of the invoice until final completion and acceptance of such agreed upon "Additional Technical Service".

D. PAYMENT SCHEDULE and PRICING

a) Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the services and activities appearing in the price and payment table.

b) Payment Pricing

Reference Table on following page.

Remainder of page intentionally left blank

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

PAYMENT SCHEDULE AND PRICING TABLE

Initial Contract: 3 years and 3 months, ending 9/30/29 (total 39 months)

Initial Contract covers Budget Cycle Development periods for FY28-29 and FY30-31

Renewal/Extensions: up to 4 additional years, ending 9/30/33

Renewals cover Budget Cycle Development periods for FY 32-33 and FY 34-35

Description	Occurrence	Maximum # of Hours	Hourly Cost	Monthly Cost	Year 1 Fiscal Year ending 6/30/27 ** Annual Cost	Year 2 Fiscal Year ending 6/30/28 Annual Cost	Year 3 Fiscal Year ending 6/30/29 Annual Cost	Partial Year 4 ending 9/30/2029 (FY 30) Pro-rated 3 months	INITIAL CONTRACT COST TOTALS
Hosting Initial Set-Up	One-time fixed fee				\$40,000				\$40,000
Hosting on-going	Fixed Monthly, with annual escalation 4%			\$10,500	\$126,000	\$131,040	\$136,282	\$35,434	\$428,756
Maintenance and Support	Fixed Annual, with escalation 4%				\$192,430	\$200,127	\$208,132	\$54,115	\$654,804
Additional Technical Services: Activities/Tasks required for year-end close and budget development and other tasks as defined by agreed upon SOW's	As needed, billed monthly, limited to the not-to-exceed hours and cost for this category. Fixed Hourly, with annual escalation 4%	1950	\$120/hr	\$ 7,200	\$86,400	\$89,856	\$93,450	\$22,464	\$292,170
Annual Totals					\$444,830	\$421,023	\$437,864	\$112,013	\$1,415,730
Optional									
BARS version upgrade conversion/implementation	One-time fixed fee.					\$200,000			\$200,000
Fiscal Year Total including Upgrade					\$444,830	\$621,023	\$437,864	\$112,013	\$1,615,730

** Note: Year 1 contract period anticipated to begin Mid June 2026 - June 30, 2027

P-37 NOT-TO-EXCEED Value

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

c) Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. In the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

The State and Contractor agree to an annual escalation rate of 4% for Hosting Services, Maintenance and Support Services, and Additional Technical Services. These escalation rates are reflected in the Pricing Table on the previous page.

Remainder of this page intentionally left blank.

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EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

EXHIBIT D – SOFTWARE END-USE LICENSE AGREEMENT

The terms outlined in the Software License Agreement are set forth below:

Subject to the payment of applicable license fees, Contractor hereby grants to the State worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

- 1. License.** AGS' program is copyrighted. This license provides the client with an unlimited user count, perpetual, non-exclusive and non-revocable right to use the program. AGS does not sell or transfer title to the client.
- 2. Authorized Use and Responsibilities.** Upon a fully executed contract signed by both parties, approved by the Governor of New Hampshire and the Executive Council, and upon payment as stipulated in Exhibit C- Price and Payment Schedule, during the terms of the contract period, AGS grants to the State authorized use of IBARS.

IBARS is traditionally supplied with the MariaDB database, however agreed to by both parties under this contract, the State will supply appropriate licenses for an Oracle database until such time, anticipated in Fiscal Year 2028, a transition to MariaDB will occur.

The State is responsible for obtaining the Oracle license, with the most recent version and release as stipulated by AGS, that will support the IBARS production system. The payment for the Oracle License(s) is the responsibility of the State and is not included in the payments to AGS under Exhibit C.

- 3. Title, Proprietary Protection and Restrictions.** AGS shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Program and any AGS' modifications that utilize existing program components, subject only to the rights and privileges expressly granted to the Client herein by AGS. This License does not provide Client with title or ownership of the Licensed Program, but only a right of use in accordance with this License. Client must keep the Licensed Program free and clear of all claims, liens and encumbrances. Client's rights may not be transferred, leased, assigned, or sub-licensed. No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly offered through AGS hosting services.

- 4. Special Conditions.**

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Contractor Initials: 

Date: _____ 5/12/2026

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EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

- A. Identification of Licensed Program and specifications. Internet Budget Analysis and Reporting System (IBARS) for statewide use. IBARS was developed by AGS.
- B. IBARS is bundled with an OEM License for PrinceXML. PrinceXML is licensed only for integrated use with the IBARS application.
- C. Enterprise-wide use. The State of New Hampshire will have state-wide use license. The program will not be installed on-premise in New Hampshire, rather, AGS is hosting IBARS for the State of New Hampshire through the contract term.

5. Software and Documentation Copies

Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) and/or on-line access to the Software's associated Documentation.

6. Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Contractor's proprietary rights.
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein.
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

7. Viruses

Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

8. Audit

Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

9. Software Non-Infringement

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT**

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim.
- b. Gives Contractor control of the defense and any settlement negotiations.
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State’s counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else’s intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

10. Control of All Component Elements

Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties, which may be integrated with the Contractor’s deliverables.

11. Custom Software

Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

EXHIBIT D1 - NOT APPLICABLE

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT E – ADMINISTRATIVE SERVICES**

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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 or Confidential Information), 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 under the Contract.

The Parties shall use 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 E: Dispute resolution responsibility and schedule

Level	Contractor Point of Contact (POC)	State Point of Contact (POC)	Cumulative Allotted Time
First	AGS Technical Support/Issue Tracker	Director of Enterprise Application Management	10 Days
Second	Team Leader – Anthony Nelson	Asst. Commissioner	15 Days
Third	Vice President – Brent Levinson	Commissioner with Consultation of Department of Justice	30 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.

The Cumulative Allotted Time at each Level may be extended by an additional 30 days by either Party upon written notification to the other Party. Extensions beyond an additional 30 days, shall be agreed upon by the Parties.

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT E – ADMINISTRATIVE SERVICES

under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

a. Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

b. Computer Use

Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

STATE OF NEW HAMPSHIRE
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DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT E – ADMINISTRATIVE SERVICES

That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

c. Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

d. Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

e. State Website Copyright

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

f. Workspace Requirement -

In the event the Contractor needs to be on-site, the State will work with Contractor to determine requirements for providing necessary workspace for Contractor's staff.

g. Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall be available on weekdays between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Additional support hours, including weekends, may be requested by the State during critical budget development periods. Changes to this Schedule may be made upon agreement with the State Project Manager.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT F – TERMS AND DEFINITIONS**

EXHIBIT F – TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of New Hampshire, of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Regarding Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

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EXHIBIT F – TERMS AND DEFINITIONS**

Deliverable	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Enhancement	A technical or functional addition to the Licensed Program or Software, delivered with a new Licensed Program or Software release to improve functionality and/or operations. Enhancements are delivered to State only on an if and when available basis
Error	A Licensed Program or Software malfunction that degrades the use of the Licensed Program or Software
Fix	The repair or replacement of source, object or executable code of the Licensed Program or Software versions to remedy an Error
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT F – TERMS AND DEFINITIONS**

Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS Software provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.

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EXHIBIT F – TERMS AND DEFINITIONS**

Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
Specifications	Written details that set forth the requirements which include, without limitation, the 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 Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.

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System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the 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 in Appendix B: Business/Technical Requirements and Deliverables. The Work Plan shall 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.

**STATE OF NEW HAMPSHIRE
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DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT G– ATTACHMENTS AND CONTRACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS - None

2. CONTRACTOR CERTIFICATES

- a. Certification Regarding Lobbying
- b. Certification Regarding Debarment and Suspension
- c. Contractor's Certificate of Good Standing
- d. Contractor's Certificate of Vote/Authority
- e. Contractor's Certificate of Insurance

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DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT G– ATTACHMENTS AND CONTRACTOR CERTIFICATES**

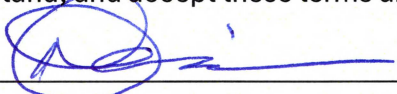
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:  Date: 5/12/2026

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
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EXHIBIT G– ATTACHMENTS AND CONTRACTOR CERTIFICATES**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHERS

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

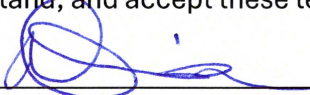
Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:  Date: 5/12/2026

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT G– ATTACHMENTS AND CONTRACTOR CERTIFICATES

CERTIFICATE OF GOOD STANDING

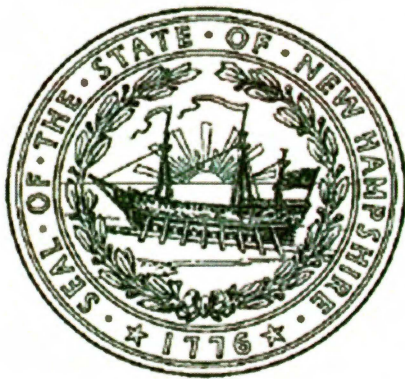
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AFFINITY GLOBAL SOLUTIONS, LLC is a North Dakota Limited Liability Company registered to transact business in New Hampshire on June 03, 2010. 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: 631673

Certificate Number: 0007924042



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May A.D. 2026.

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

David M. Scanlan
Secretary of State

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT G– ATTACHMENTS AND CONTRACTOR CERTIFICATES

CERTIFICATE OF AUTHORITY

Certificate of Authority # 6

*(Limited Partnership or LLC- Corporate General Partner
or Manager)*

Corporate Resolution

I, Mathew Burpee, hereby certify that I am duly elected Clerk/Secretary of
(Name)
Affinity Global Solutions LLC. I hereby certify the following is a true copy of a vote taken at a
(Name of Company)

meeting of the Board of Directors/shareholders, duly called and held on May 6, 2026,

at which a quorum of the Directors/shareholders were present and voting.

Brent Levinson, Vice President

VOTED: That _____ is duly authorized to enter a
(Name and Title)

contract on behalf of Affinity Global Solutions LLC a limited liability company,
(Name of Company)

Department of Administrative Services
with the _____, State of New Hampshire and
(Name of State Agency)

further is authorized to execute any documents which may in his/her
judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
force and effect as of the May 6, 2026. I further certify that it is understood that the
State of New Hampshire will rely on this certificate as evidence that the person listed above
currently occupies the position indicated and that they have full authority to bind the
corporation and that the corporation as the general partner has full authority to bind the
limited partnership to the specific contract indicated. This authority shall remain valid for
thirty (30) days from the date of this Corporate Resolution.

DATED: May 6, 2026

ATTEST: _____

(Signature)
(Name & Title)

Mathew Burpee, Manager

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT G– ATTACHMENTS AND CONTRACTOR CERTIFICATES**

CERTIFICATE OF INSURANCE



AFFIGLO-01

KTHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kramer Agency 232 West Century Avenue Bismarck, ND 58503	CONTACT NAME: McKenzie Thomas PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: kenziet@krameragency.com INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: Hartford Underwriters Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: At-Bay Specialty Insurance Company INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Affinity Global Solutions 812 Burlington Dr Ste 300 Bismarck, ND 58504	

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

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

INSR LIS	TYPE OF INSURANCE	ADCL SUBR (IND, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		41SBAARSHYW	3/29/2026	3/29/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		41SBAARSHYW	3/29/2026	3/29/2027	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		41SBAARSHYW	3/29/2026	3/29/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	41WECARSJ62	3/29/2026	3/29/2027	PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology Liability		AB-6639047-01	1/1/2026	1/1/2027	Limit \$ 5,000,000
B	Workers' Compensatio		41WECARSJ62	3/29/2026	3/29/2027	ND Stop Gap \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire 107 N Main St Concord, NH 03301-4989	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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 Contractor Initials:
 Date: _____ 5/12/2026

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DoIT # 2026-092 – STATEWIDE BUDGET SYSTEM CONTRACT
EXHIBIT H-CONTRACTOR AGREEMENTS

EXHIBIT H

ADDITIONAL CONTRACTOR AGREEMENTS – NOT APPLICABLE- NONE INCLUDED

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