



State of New Hampshire

State Liquor Commission

Request for Proposal 2016-01

Next Generation Retail Business Systems

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MANDATORY RSVP RESPONSE	August 10, 2015, 2:00 PM EST
VENDOR CONFERENCE	August 17, 2015, 2:00 PM EST
LOCATION:	50 Storrs Street, Concord, New Hampshire 03302
	OR BY
	Teleconference
STATE POINT of CONTACT	Daniel St. Hilaire RFP201601@liquor.state.nh.us (603) 230-7015
CONTRACT TYPE	FIRM FIXED PRICE
PROPOSALS DUE	September 4, 2015 2:00 PM EST



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1. INTRODUCTION

The State of New Hampshire (“State”), acting through the New Hampshire State Liquor Commission (“NHSLC” or “Commission”) is releasing this Request for Proposal (“RFP”) to procure complete front office and back office systems in support of the retail stores’ Point of Sale (“POS”) as well as the functional areas of sales and marketing, merchandising, distribution, headquarter operations, store operations, financial administration, enforcement and licensing. Associated warranties, maintenance, training, hardware, support, and implementation services are also required. The proposed solution will replace all legacy systems.

1.1 Scope of Work

This project is retail Point of Sale, Marketing, and Financial Systems Modernization Project. The intent of this RFP is to replace the current wholesale and retail POS systems applications and hardware, store infrastructure hardware and back office applications and hardware. The proposed solution should provide Business to Business (B2B) and Business to Consumer (B2C) e-commerce functions with an integrated retail chain enterprise solution that can be managed internally by functional areas within 18 months of contract award unless agreed to by the State program manager.

1.2 Overview of Project

The New Hampshire State Liquor Commission regulates the sale of alcohol in the State of New Hampshire. New Hampshire is one of 17 control states in the nation where the government directly controls the distribution and regulation of alcoholic beverages, spirits, and wine. The NHSLC regulates all liquor and wine sold in the State, collects revenues, issues licenses, and enforces laws governing the sale and service of alcohol. The NHSLC is a business that employs over 1400 full and part time employees and generates over \$600 million annually in gross revenue. The NHSLC is a vital source of revenue for the State.

The new systems will replace legacy front and back end systems (hardware and software) that are currently used across all functional areas. Replacements shall include POS hardware and software; inventory management, marketing, finance, licensing, technology, website and ordering systems and include the hardware and software for supporting the systems at the Datacenter.

The State system architecture is primarily comprised of systems that were highly customized in-house; the core application being 30 years old and the POS hardware being approximately 18 years old. The network of systems is geographically dispersed throughout separate Concord, NH-based facilities. The Vendor will be responsible for migrating the core applications to a new application and platform, new hardware and applications and migration of data to facilitate historical reporting in the new system, systems controls and setting the standard for security and compliance.

The State is seeking a Vendor who can prepare the business systems to provide the ability to use our current processes but also assist in streamlining current processes or workflow for greater efficiencies.



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Value Add: The State has several hardware strategic initiatives over the next several years. The Commission's IT Roadmap includes current projects for payment tokenization, router, switch, and credit card terminal replacements at all locations during 2015. These are not expected to impact this RFP and any resulting projects. Additional points will be given to Vendors who can support the complete store hardware for break/fix and warranty maintenance services.

The Vendor will be responsible for all aspects of the project, including but not limited to:

1. Review and analyze functional and non-functional requirements;
2. Conduct requirements gathering and process analysis across functional areas;
3. Complete due diligence and gap analysis across all functional areas;
4. Develop data migration plan;
5. Provide POS hardware and software, retail office and inventory room equipment that is versatile, user friendly, and scalable;
6. Provide new datacenter hosted business applications, server software, and associated hardware to ensure delivery of the solution
7. Implement a retail store inventory order management and control system;
8. Update and requests to/from NHLC warehouse inventory control and distribution;
9. Create an E-Commerce (B2C) consumer website with loyalty management;
10. Create an E-Commerce Business Partner (B2B) Portal with reporting and invoice tracking ;
11. Support back office functions for integration to IT, finance, sales, enforcement, marketing, and warehouse data management and reporting;
12. Create data exports, reporting, data capture and integration, including dashboards for functional areas; and the necessary interfaces or data exchanges to external systems, including:
 - a. The State licensing system
 - b. The State enforcement system
 - c. The State financial system
 - d. Data repositories maintained as part of the Liquor Commission web presence
 - e. Outsourced warehouse;
13. Ensure the quality, consistency, and accessibility of information available to State staff;
14. Automate business processes including workflow automation;
15. Transition to new technology through effective implementation management;
16. Provide a seamless, consistent customer experience.



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1.3 Vendor Award

NHSLC plans to execute a firm fixed price (“FFP”) contract as a result of this RFP. The award will be based upon criteria outlined within this RFP, evaluation and scoring of the narrative responses, and the Vendor’s ability to satisfy business requirements identified in this RFP.

If a Vendor is awarded a contract, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any Vendor award. Such permission, at a minimum, may be dependent upon approval of the contract by the Governor and the Executive Council of the State of New Hampshire.

Any resulting contract from this RFP will be a non-exclusive contract. The State reserves the right, at its discretion, to enter into other contracts with other vendors to provide any of the services identified under this procurement.

1.4 Vendor Term

The Vendor shall be fully prepared to commence work within fourteen (14) calendar days after full execution of the contract by the parties and the receipt of required governmental approvals, including but not limited to Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

The Vendor shall be fully responsible for reviewing all contract terms and conditions during the RFP process.

The contract’s initial term will begin on the Effective Date and extend ten (10) years. The term may be extended up to three (3) two (2)-year terms (“Extended Term”) at the sole option of the State, subject to the parties’ prior written agreement on applicable fees for each extended term, up to but not beyond sixteen (16) years after the effective date. The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require the Vendor to commence work prior to the effective date; however, if the Vendor commences work prior to the effective date without a notice to proceed, such work shall be performed at the sole risk of the Vendor. In the event that the contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or services performed. However, if the contract becomes effective, all costs incurred prior to the effective date may be paid under the terms of the contract at the discretion of the issuing office.

1.5 Overview of NHSLC

The NHSLC regulates all liquor and wine sold in the State, collects revenues, issues licenses, and enforces laws governing the sale, distribution, enforcement and manufacture of alcohol. The Commission is a business that employs over 1400 full-time, part-time and seasonal employees and generated gross revenues of \$640 million dollars in the previous fiscal year.

There are three major divisions within the Liquor Commission:



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1. **Division of Administration** – Responsible for finance, technology services, human resources services, legal services, and general administrative support services to the Commission.
2. **Division of Enforcement and Licensing** – Responsible for the enforcement of all liquor regulations, laws, and rules as well as licensing of all private businesses that are involved with alcoholic beverage storage, manufacture, modification, distribution, control, and transportation.
3. **Division of Marketing, Merchandising and Warehousing** – Responsible for the retail and wholesale groups within the Commission, as well as the operation of all State liquor stores, merchandising, advertising, and oversight of warehousing, and transportation.

The State is seeking a Vendor who can provide business systems that will work with the current process, and also assist in streamlining current processes or workflow for greater efficiencies..

1.6 Current Technical Architecture

Components of the current technical architecture include:

- **State Network Environment:** The State operates multiple wide-area networks using various technologies including Carrier Ethernet Services, leased lines (T-1s), and VPN technologies. The State's core network is in Concord, NH, where a Metropolitan Area Network (MAN) exists that uses Single Mode Fiber to connect the Concord Campuses at 10GB. Agency Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration. The State is currently deploying a Statewide Cisco VoIP solution where VoIP traffic is segmented using VRF technology. Direct support is provided for 21 partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- All Executive Branch State agencies are connected to the State's core network where they gain Internet access. Some agencies have their own Internet service providers for specified uses. PCI-DSS compliance and standards are managed at the technical level by the Department of Information Technology ("DoIT") and at the business level by NHSLC.

1.7 Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by current IT initiatives, the [New Hampshire Statewide Strategic Information Technology Plan](#), and the [State's e-Government Architecture Plan](#).

As of July 1, 2015, any future POS and back-office systems must meet and maintain PCI-DSS Validated Payment Application standards where appropriate throughout the term of the contract. Future front office POS systems will be network segmented.

The Vendor shall also propose or recommend processes, workflow, or systems that may add value or enhance the systems being proposed.



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1.8 Related Documents Required

Vendors are **NOT** required to submit these certificates with their proposal. Vendors may be required to be a registered company in New Hampshire. The certificates will be requested from the selected Vendor prior to Contract approval.

- Certificate of Good Standing/Authority dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: <http://www.sos.nh.gov/corporate/Forms.html>;
- Certificate of Vote; and
- Proof of Insurance Compliance with State of New Hampshire Terms and Conditions, Section 14: Insurance (see [Appendix S](#)).

1.9 State Project Team

The State has multiple resources. The Vendor must understand that those resources can change, as can their responsibilities and assignments. If a vendor hosted solution is offered State development and administration staff will not be available. State high-level staffing for the project in a state-hosted solution will include:

1.9.1 Project Sponsor

The project sponsor will be responsible for securing financing and resources, addressing issues brought to their attention by the business program manager, and assisting project leads in promoting the project throughout the State. The project sponsor or an appropriate designee will be available to resolve issues on a timely basis.

1.9.2 Business Program Manager

The business program manager will be responsible for:

- Managing business resources required for the project;
- Approving project strategy, change orders, and approach;
- Serving as point of contact between the State and the Vendor;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

1.9.3 Functional Area Lead

The functional area lead will be responsible for:

- Managing functional area resources required for the project;
- Assessing workflow, policies, and procedures required for the project;
- Assisting with project strategy and approach;
- Assisting with managing project level issues and risks;
- Reviewing stakeholders' concerns; and
- Reviewing vendor concerns.



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1.9.4 IT Project Lead

The IT Project Lead will be responsible for:

- Managing State IT-related resources required for the project;
- Documenting of workflow, policies, and procedures required for the project;
- Assisting with project strategy and approach;
- Assisting with managing project level issues and risks;
- Ensuring all technical compliance and testing requirements are met;
- Reviewing stakeholders concerns; and
- Reviewing vendor concerns.

1.9.5 IT Systems Development Lead

The Systems Development Lead will be responsible for:

- Assisting the project manager in ensuring project deliverables are met;
- Providing knowledge transfer and background information;
- Ensuring and testing all technical compliance requirements;
- Reviewing stakeholders' concerns; and
- Assisting with technical components, testing, and integration.

1.9.6 IT Systems Administrator

The Systems Administrator Lead will be responsible for:

- Assisting the project manager in ensuring project deliverables are met;
- Providing knowledge transfer and background information;
- Ensuring and testing all technical compliance requirements;
- Testing and installing all server technical requirements;
- Reviewing stakeholders' concerns; and
- Assisting with technical components, testing, and integration.

1.10 Vendor Responsibility

The Vendor will be responsible for all aspects of the project, including but not limited to replacement of the existing NHSLC systems including requirements gathering, gap analysis, hardware, software, configuration, interfaces or file exchanges with other systems, and development associated with the implementation, installation, training, testing, support, and maintenance of:

1.10.1 Data Center Infrastructure

- Physical or virtual server procurement, including software licensing;
- All applications and software maintenance required to operate any server, machine, or application;
- All service and support required for any server, machine, or application;
- If hosting externally, provide the hosting and telecommunications links as appropriate;



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- Integration to the State's tokenization and encryption solutions vendor;
- Integration to the State's acquirer; and
- Integration and setup at the datacenter with state Technology Services assistance.

1.10.2 Walk-in Center Environment

- POS units for payments including: gift card processing, license fee sales, and license renewals;
- Integrated POS equipment, including integration to the State-standard VeriFone MX915 terminals;
- Integration for processing to the State-supplied tokenization system.
- All applications and software maintenance required to operate any server, machine, or application; and
- All service and support required for any server, machine, or application

1.10.3 Retail Store Environment

- POS and store operations system used for retail sales;
- POS used for wholesale sales in all retail stores and at HQ;
- Integrated POS equipment, including integration to the State-supplied VeriFone MX915 terminals;
- All applications and software maintenance required to operate any server, machine, or application;
- All service and support required for any server, machine, or application
- Integrated payment systems with POS and State-supplied tokenization systems;
- Obsolete equipment removal and disposition;
- All applications and software maintenance required to operate any server, machine, or application; and
- All service and support required for any server, machine, or application

1.10.4 Web Services Environment

- Integrated B2B and B2C websites;
- Integrated POS, back office, and web environment;
- Integration for processing to the State-supplied tokenization system;
- B2C website and B2B portals, with payment processing and reporting capabilities;
- Process, security, and workflow design and composition;
- All applications and software maintenance required to operate any server, machine, or application; and
- All service and support required for any server, machine, or application.



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1.10.5 Back Office Environment

- B2C website and B2B portals, with payment processing and reporting;
- POS and store operations system used for Omni-channel sales;
- Internal warehouse inventory and distribution system;
- External warehouse system data file imports and exports;
- Enforcement licensing services integration or data file imports;
- Financial administration services integration or data file imports;
- Industry Business Partner data file exchange;
- Data, reporting, capture, and manipulation;
- All applications and software maintenance required to operate any server, machine, or application;
- All service and support required for any server, machine, or application;
- Supporting back office system, reporting, and data services for:
 - a) Finance
 - b) IT Services
 - c) Sales
 - d) Store Operations
 - e) Marketing
 - f) Merchandising
 - g) Enforcement
- The State currently plans to house all infrastructures internally; however, the State will review externally hosted solutions or a hybrid solution if proposed by the Vendor. The solution must replace existing hardware except where noted, and replace existing software at all retail store locations, back office, and infrastructure or datacenters. The State's focus has been to move all physical infrastructure servers to virtual infrastructure servers, and virtual servers are preferred in the solution.
- The Vendor will have to interface with one (1) external service provider warehouse currently using only data files via an FTP site;
- The State assumes projects will be rolled out using a phased approach rather than a large all-at once approach, and
- Pursuant to [RSA 21-R:11](#), both proprietary and open source solutions will be considered.

Vendors that cannot provide a solution to the required business areas or that cannot fulfill the requirements for maintaining or employing PCI-DSS standards and requirements are likely not suitable candidates for this solution.

The Vendor will be required to work with current State business partners cooperatively in the operation of multiple systems and business process for the term of the contract and treat such business partners as an extension of the NHSLC.



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1.11 Acceptable Proposal Combinations

POS and Back Office, B2B, and B2C systems are considered to be mandatory capabilities in the proposed Solution. The NHSLC will consider a single solution from a single prime vendor to provide all mandatory capabilities, or a single solution from a prime vendor, with subcontractors that provide mandatory capabilities.

1.12 Subcontractors

The State recognizes that the Vendor may choose to use subcontractors with greater expertise to perform certain services or functions for efficiency or convenience. If the Vendor does choose to engage subcontractors, the Vendor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Vendor shall evaluate the subcontractor's ability to perform the delegated function(s). This shall be accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Vendor and the Vendor is responsible to ensure subcontractor compliance with those conditions. When the Vendor delegates a function to a subcontractor, the Vendor shall do the following:

- a) Evaluate the subcontractor's ability to perform the activities before delegating the function;
- b) Have a written agreement with the subcontractor that specifies activities and reporting responsibilities, and how sanctions/revocation will be managed if the subcontractor's performance is not adequate;
- c) Monitor the subcontractor's performance on an ongoing basis. If the Vendor identifies deficiencies or areas for improvement, the Vendor shall take corrective action; and
- d) Provide to the NHSLC an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.

The Vendor shall identify all subcontractors proposed to be utilized on this project. All subcontractors are subject to the terms and conditions of this RFP and must be approved by the State prior to contract award.

The Vendor shall remain wholly responsible for performance of the entire system regardless of whether a subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all systems matters, including payment of any and all charges resulting from the system.

1.13 Explanation to Vendors

Any explanation desired by a Vendor regarding the meaning or interpretation of the solicitation documents must be requested in writing and with sufficient time allowed for a reply to reach all Vendors before the submission of their offers. Oral explanations or instructions given prior to the award of any contract will not be binding. Any information given to a Vendor concerning a solicitation will be



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furnished promptly to all Vendors as a public document online, if that information is necessary in submitting proposals or if lack of such information would be prejudicial to other Vendors.



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2. SCHEDULE OF EVENTS

The following table provides the anticipated Schedule of Events for this RFP through approval and Notice to Proceed.

Table 2.1: Schedule of Events

EVENT	DATE	TIME EST.
RFP Released to Vendors (on or about)	August 4, 2015	
Vendor Inquiry Period	August 4, 2015	
Mandatory RSVP response by email to RFP	August 10, 2015	12:00 PM
Notification to attend Vendor Conference	August 11, 2015	2:00 PM
Mandatory Vendor Conference	August 17, 2015	
Questions for the State due	August 18, 2015	
Question Responses from the State posted	August 24, 2015	
Vendor Proposals Due	September 4, 2015	2:00 PM
State notification to Vendors who proceed to next round	September 4, 2015	
Vendor presentations and discussions	September 15, 2015	9:00 AM – 3:00 PM
Vendor Selected (on or about)	October 2, 2015	
Anticipated Contract Award	November 18, 2015	



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3. INSTRUCTIONS

3.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the State no later than the time and date specified in [Section 2: Schedule of Events](#).

Proposals must be addressed to:

State of New Hampshire
Liquor Commission
c/o Daniel St. Hilaire
50 Storrs Street, 2nd Floor
Concord, New Hampshire 03301

Cartons containing proposals must be clearly marked as follows using the label in “*Exhibit 2 – Sealed Bid Label*”:

Late submissions will not be accepted and will remain unopened. Delivery of the proposals shall be at the Vendors’ expense. The time of receipt shall be considered when a proposal has been officially documented by the State, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail or cartons, or late mail or cartons. Any damage that may occur due to shipping shall be the Vendor’s responsibility. Proposals or any attached documentation media or other material will not be returned to Vendors.

Vendors are permitted to submit one (1) proposal in response to this RFP.

All Proposals submitted in response to this RFP must consist of:

1. One (1) original printed and bound copy of the technical proposal, including all required attachments;
2. One (1) **redacted** printed and bound copy of the technical proposal, including any required attachments;
3. Five (5) printed and bound copies of the technical proposal, including all required attachments;
4. Three (3) copies of the cost proposal, in a separate, sealed envelope that is clearly marked;
5. As part of the technical proposal, one (1) copy of the [Proposal Transmittal Form Letter](#) (described in [Section 3.17.2: Transmittal Form Letter](#), herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked “ORIGINAL”;
6. One (1) electronic copy on CD-ROM Disk or USB Drive of the completed technical proposal and all required technical proposal attachments in their native format; and



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7. One (1) electronic copy on CD-ROM Disk or USB Drive of the completed cost proposal and all required technical proposal attachments in their native format

A Vendor's disclosure or distribution of its proposal to anyone or any entity other than the NHSLC will be grounds for disqualification.

3.2 Proposal Inquiries and Communication

All inquiries concerning this RFP, including but not limited to requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph using the template provided in *Appendix P*.

Any telephone communications or communications by any method that does not use the template provided in *Appendix P* will not be permitted. Non permitted communication will immediately disqualify a Vendor. Questions submitted using *Appendix P* by email should be addressed to the State Point of Contact using the email address below:

**New Hampshire State Liquor Commission
Daniel St. Hilaire
Email: RFP201601@liquor.state.nh.us**

Inquiries must be received by the State point of contact no later than the conclusion of the Vendor inquiry period (see [Section 2: Schedule of Events](#)). Inquiries received later than the conclusion of the Vendor inquiry period will not be considered properly submitted and will not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in [Section 2: Schedule of Events](#); however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications made by the State concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication regarding this RFP is forbidden to personnel employed by or under contract with the State unless first approved by the State point of contact. State employees have been directed not to hold conferences and/or discussions (including email communication) concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the State point of contact. Unauthorized communication with a State employee regarding this RFP will be grounds for automatic elimination from the RFP and Vendor selection process.

3.3 Vendor Conference

At the discretion of the NHSLC, a Vendor Conference may be held at the following location on the date and at the time identified in [Section 2: Schedule of Events](#):

New Hampshire State Liquor Commission



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Division of Enforcement & Licensing
57 Regional Drive
Concord, New Hampshire 03301

Vendors are requested to RSVP via email by the date identified in [Section 2: Schedule of Events](#), indicating the individuals who will attend the vendor conference. Vendors are allowed to send a maximum number of two (2) representatives. A teleconference line may also be available. Dial-in information will be made available to those RSVP'ing or registering for the event only.

Vendors will have an opportunity to ask questions about the RFP. The State will make a reasonable attempt to answer appropriate questions. Questions may include, without limitation, a request for clarification of the RFP, a request for changes to the RFP, suggestions, or changes to the RFP that could improve the RFP competition or lower the offered price, and a review of any applicable documentation.

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the vendor conference. No responses will be given prior to the vendor conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries raised during the Vendor inquiry period will be posted to the NHSLC website by the date specified in [Section 2: Schedule of Events](#) "Final Responses to Vendor Inquiries." Vendors are responsible for any costs associated with attending any vendor conference.

All written questions must include the name of the Vendor and the person submitting the questions. A compilation of all questions and answers, along with any RFP addenda, will be emailed to all respondents no later than the date specified in [Section 2: Schedule of Events](#).

3.4 Alteration of RFP

The original RFP document is on file with the NHSLC. Any alteration, by anyone other than the State, to this RFP or any file associated with this RFP is prohibited and may eliminate a Vendor from the RFP process. Any such changes may result in a proposal being rejected.

3.5 RFP Addendum

The State reserves the right to amend this RFP at its discretion prior to the proposal submission deadline. In the event of an addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline as it deems appropriate. Any addendum will be posted to the NHSLC website; it is the responsibility of Vendors to review the website for changes or modifications.

3.6 Non-Collusion

The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established independently and without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.



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3.7 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in [Section 2: Schedule of Events](#), or until the Effective Date of the chosen Vendor.

3.8 Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Vendor award, the State reserves the right to use any information presented in any Proposal.

3.9 Confidentiality of Proposals

A Proposal must remain confidential until the Effective Date of any resulting Vendor in response to this RFP. A Vendor's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

3.10 Public Disclosure

Subject to applicable laws or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract.

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of New Hampshire procurement procedures. Bids and documents pertaining to the RFP become the property of the State and may become open to public inspection. The Vendor must submit one complete copy of the Proposal from which proprietary information has been removed, i.e., a redacted copy. The redacted copy should reflect the same pagination as the original, show empty space where information has been redacted, and be submitted with the proposal. The redacted copy will be open to public inspection under applicable laws without further notice to the Vendor.

3.11 Security

The State must ensure that appropriate levels of physical and electronic security are implemented and maintained in order to protect the integrity and reliability of its IT resources, data, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State Networks, Systems, and Data. The State will evaluate the degree to which the proposed system is designed and architected to ensure the confidentiality and integrity of its valued assets and data.

3.12 Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.



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3.13 Proposal Preparation Cost

In no event shall the State be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the Proposal, whether or not that Proposal is submitted, and whether or not that Vendor is ultimately selected as the awarded Vendor, or for work performed prior to the Effective Date of a resulting Contract. Vendors are expected to provide General Services Administration (GSA) pricing or better in the responses for hardware, software, maintenance, and support.

3.14 Oral Presentations/Demonstrations and Discussion

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the technical consultants proposed to implement the application or systems. All costs associated with oral presentations or interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed systems as part of their presentations.

3.15 Required Vendor Terms and Conditions

By submitting a Proposal, the Vendor agrees that the State of New Hampshire terms and conditions, contained in [Appendix S State of New Hampshire Terms and Conditions](#) and *Section 5: General Vendor Requirements and Contract Form P-37*, herein, shall form the basis of any contract resulting from this RFP. Vendors shall not assign, sell, or subcontract, without the State's prior written consent. No modification of State's Terms and Conditions shall be binding, unless agreed to in writing by an authorized representative of State. In the event of any conflict between the State Terms and Conditions and any portion of the Vendor's Proposal, the State's Terms and Conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

3.16 Proposal Format

Proposals should follow the following format:

1. The Proposal should be provided in a three-ring binder;
2. The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch;
3. The Proposal should use a Time New Roman, Helvetica, Arial, or Calibri font with a size no smaller than eleven (11);
4. Each page of the Proposal should include a page number, the number of total pages, and identification of the Vendor in the page footer;
5. Tabs should separate each section of the Proposal;

Exceptions for paper and font sizes are permissible for graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.



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3.17 Proposal Organization

Proposals should adhere to the following outline and should not include items not identified in the outline unless they are deemed value add products or services. Proposals should be broken out into a Programmatic Response, as well as a separate Cost Proposal using the Microsoft Excel Worksheets.

3.17.1 Cover Page

The first page of the Vendor's Proposal should be a cover page containing the following text:

**State of New Hampshire
Liquor Commission**

**RESPONSE TO NHSLC RFP 2016-01
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The cover page should also include the Vendor's name, primary contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

3.17.2 Transmittal Form Letter

The Vendor must submit a signed [Transmittal Form Letter](#) with their response using the Template provided in *Appendix U - Transmittal Letter*. Any alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

3.17.3 Table of Contents

The Vendor must provide a Table of Contents with corresponding page numbers relating to its Proposal.

3.17.4 Section I: Executive Summary

The Executive Summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in [Appendix M: Standards for Describing Vendor Qualifications](#). The Executive Summary will also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

3.17.5 Section II: Glossary of Terms and Abbreviations

The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.



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3.17.6 Section III: Responses to System Requirements and Deliverables (Response to *Appendix A*)

System requirements are provided in a separate Microsoft Excel document. Using the response tables in the Excel document, the Vendor must document and explain their ability to meet the Requirements and Deliverables of this RFP.

3.17.7 Narrative Responses

Narrative responses will be evaluated and scored in terms of the Vendor's ability to provide a solution which meets the needs of the State. Vendors are strongly encouraged to clearly describe their approach within Appendices B through L.

Section IV: Proposed Software Solution (response to [Appendix B](#))

Section V: B2B and B2C Portals (response to [Appendix C](#))

Section VI: Project Management Approach (response to [Appendix D](#))

Section VII: Implementation Approach (response to [Appendix E](#))

Section VIII: Interfaces (response to [Appendix F](#))

Section IX: Testing Requirements (response to [Appendix G](#))

Section X: Training Approach (response to [Appendix H](#))

Section XI: Data Conversion / Migration Plan (response to [Appendix I](#))

Section XII: Hardware Inventory (response to [Appendix J](#))

Section XIII: Dashboard and Reporting (response to [Appendix K](#))

Section XIV: PCI Attestation (response to [Appendix L](#))

3.17.8 Section XVI: Corporate Qualifications and Key Vendor Staff (response to [Appendix M](#))

The Proposal should provide corporate qualifications of the prime vendor and any subcontractors proposed to participate in the project. See [Appendix M: Standards for Describing Vendor Qualifications](#).

This Proposal section must be used to provide required information on key Vendor staff. Specific information to be provided is described in [Appendix M: Standards for Describing Vendor Qualifications](#).

3.17.9 Section XVIII: Cost Proposal (response to *Appendix N*)

All pricing information must be delivered in a separately marked and sealed envelope. The Cost Proposal must include the following information provided in the completed Deliverables and Costs Workbook (*Appendix N*):

1. Project Deliverables
2. Resources, Hours, & Rates
3. Hardware & Maintenance Fees



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4. License & Maintenance Fees
5. Service & Support Fees

The NHSLC is working with a defined budget for this project and, although cost is a factor to Vendor selection, it does not weigh as heavily as the Vendor's ability to meet Business Requirements and functionality and the needs outlined within the Appendices or narrative responses. It is strongly recommended that the Vendor complete the above documents entirely with as much detail as possible.

4. PROPOSAL EVALUATION AND SCORING PROCESS

4.1 Scoring Proposals

The State will appoint a Proposal Evaluation Team. All assignment of points shall be at the sole discretion of the Proposal Evaluation Team. All proposals will be evaluated using the same criteria and scoring process.

Proposals will be evaluated on Technical and Cost evaluation and scoring and Vendors are required to submit separate Technical and Cost proposals. Technical and Cost proposals will be evaluated separately. Vendors must submit Technical and Cost proposals in separate envelopes or as separate attachments as per instructions in Section 3 of this RFP.

The State may issue an Intent to Award Notice to a Vendor based on the evaluation and scoring process. Should the State be unable to reach agreement with the Vendor during Vendor discussions, the State may undertake Vendor discussions with the second preferred Vendor and so forth. Such discussions may continue at the sole option of the State until an agreement is reached, all Proposals are rejected, or the State decides to withdraw the RFP for any reason.

The State reserves the right to:

1. Consider any source of information in evaluating Proposals;
2. Omit any planned evaluation step if, in the State's view, the step is not required;
3. At its sole discretion, reject any and all Proposals at any time;
4. Open Vendor discussion with the second highest scoring Vendor, if the State is unable to reach an agreement on Vendor terms with the highest scoring Vendor and so forth;
5. Select for contract or for negotiations a proposal other than that with the lowest costs;
6. Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP;
7. Request clarification from any and all Vendors on any document, reference, or cost; and



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8. Negotiate any aspect of the proposal with any Vendor and negotiate with more than one Vendor at the same time.

4.2 Planned Evaluations

Proposals will be evaluated according to the following criteria:

Table 4.1: Overall Evaluation Criteria

	Evaluation Criteria	Weight
A.	Initial Screening. Proposals will undergo a pass/fail criteria review. Those receiving one or more fail scores will not be considered further.	Pass/Fail
B.	Functional and Technical Level of Fit. The responses to the Requirements Matrix (Appendix A) and the responses in Appendices B through M will constitute the Technical Score.	45%
C.	Approach. An evaluation will be made of the likelihood that the Vendor’s implementation plan and schedule will meet the needs of the project.	20%
D.	Experience and Qualifications. Proposals will be evaluated for the necessary staff and company qualifications and experience.	20%
E.	Cost. The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder’s total proposed cost including hardware, and any software or customizations proposed, maintenance fees, license fees, etc.	15%
	Total:	100%

1. Initial Screening: Proposals will be initially evaluated on pass/fail criteria. The State will conduct an initial screening step to verify vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in the RFP.

A Proposal that fails to satisfy either submission requirements or minimum standards shall be rejected without further consideration or notice.

The State’s Evaluation Team may contact any customer of the Vendor, whether or not they are included in the Vendor’s reference list, and use such information in the evaluation process. Additionally, the State may choose to visit existing installations of comparable systems, which may or may not include Vendor personnel.

The following **pass/fail criteria** shall be used by the Evaluation Team:



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Table 4.2: Initial Screening Criteria

	Pass/Fail Criteria	Weight
A.	Timely receipt. The proposal was received by the named State representative on the date specified and by the time specified and at the location specified.	Pass/Fail
B.	Completeness. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration. The State, however, reserves the right to waive minor irregularities or omissions in response. The proposal includes all mandatory portions of the response: <ul style="list-style-type: none"> • Signed cover letter guaranteeing proposal for minimum number of days from receipt (180 days). • Complete technical proposal • Complete cost proposal for mandatory deliverables • Complete response to functional and technical requirements, including a response of “standard” or “custom” for all mandatory requirements. • Complete essay/vendor response. • Statement of use of off-shore contracting • Proof of insurance • Three years of financial statements • Proof of performance bond 	Pass/Fail
C.	Proper format. <ul style="list-style-type: none"> • 6 printed, hard copies of the technical proposal each in a three-ring binder with sections separated by tabs. • 1 redacted, hard copy of the technical proposal in a three-ring binder with sections separated by tabs. • 6 hard copies of the cost proposal. • 2 electronic copies of the technical proposal in one of the following mediums: DVD, CD or USB. • 2 electronic copies of the technical proposal in one of the following mediums: DVD, CD or USB. • Hard copies of technical proposal uses Times New Roman, Helvetica, Arial or Calibri 11 point font. • The proposal was not in an online file location, faxed or emailed. 	Pass/Fail
D.	Minimum Experience. Minimum experience of the size and scope of this project with other customers in the past 5 years.	Pass/Fail
E.	Altered RFP. No evidence that response has been provided to an altered RFP.	Pass/Fail
F.	Disbarment. Vendor is not disbarred or is otherwise ineligible to provide services. Neither the vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded	Pass/Fail



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	Pass/Fail Criteria	Weight
	from participation in this transaction by any federal department or State agency. Furthermore, Vendors, its principals and named subcontractors that are identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov or have been convicted of or pled guilty to any crimes involving dishonesty or false statement or of any felony offenses in any federal or state court in the United States shall be declared ineligible for this Proposal.	
G.	Ability to Complete Work. Vendor has attested that they can complete the work described in the RFP.	Pass/Fail
H.	Terms and Conditions. Vendor agrees in writing to be bound by the non-negotiable terms and conditions of the RFP.	Pass/Fail

2. First round of Technical Evaluation: Following Initial Screening (pass/fail) scoring, Proposals will be evaluated based on the following categories: Functional and Technical Level of Fit, Approach, and Experience and Qualifications. The following criteria and evaluation weight will be applied:

Table 4.3: Technical Evaluation Weight

	Technical Evaluation Criteria	Weight
A.	Functional and Technical Level of Fit. The responses to the Requirements Matrix (Appendix A) and the responses in Appendices B through M will constitute the Technical Score.	45%
B.	Approach. An evaluation will be made of the likelihood that the Vendor’s implementation plan and schedule will meet the needs of the Next Generation Retail Business Systems project.	20%
C.	Experience and Qualifications. Proposals will be evaluated for the necessary staff and company qualifications and experience.	20%
	Percent of Final Score Based on Technical Evaluation:	85%

The Technical Evaluation score will be a maximum of 85% of the total Final Score. Proposals receiving a minimum threshold of 70% of the points in the First Round of Technical Evaluation are eligible to proceed to the Second Round of Technical Evaluation – Oral Presentations and Product Demonstrations.

3. Second Round of Technical Evaluation - Oral Presentations and Product Demonstrations: Vendors whose proposals have met the minimum threshold of points in the first round of Technical Evaluation may be invited to make an oral presentation and provide a product



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demonstration. Performance in the oral presentation and product demonstration may result in adjustment of the First Round Technical Evaluation score. Those proposals completing the Second Round of Technical Evaluation will then receive a Cost Evaluation.

Vendors are prohibited from altering the basic substance of their proposals during the oral interviews and product demonstrations. The Oral Interview and Product Demonstrations will be up to four (4) hours in length. A structured agenda will be used for oral interviews and product demonstrations to ensure standard coverage of each invited Vendor.

4. Cost Evaluation: Costs proposals constitute 15% of the Final Score and will be evaluated only after the Technical Evaluation is complete. Cost Proposal scoring will be scored on the formula below:

$$\frac{\text{Bidder's Total Proposed Cost}}{\text{Lowest Responsive Bidder's Total Proposed Cost}} \times .15 = \text{Total Score}$$

5. Final Score: Technical and Cost Evaluation scores will be added together to create a Final Score. The proposal with the highest Final Score shall be the apparent winner.

4.3 Proposal Clarification

The State's Evaluation Team may contact any Vendor in order to clarify uncertainties or eliminate confusion concerning the contents of their proposal. Proposals may not be modified as a result of any such clarification request.

4.4 Best and Final Offer

A Best and Final Offer process is not expected.

The State may, at its sole option, enter into a best and final offer process if it is within the best interests of the State.



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5. GENERAL VENDOR REQUIREMENTS

5.1 State of NH Terms and Conditions and Vendor Requirements

The Vendor requirements set forth in [Section 5: General Vendor Requirements](#), herein, and the *State of New Hampshire Terms and Conditions (Appendix S)* shall constitute the core terms for any contract resulting from this RFP.

5.2 Vendor Responsibilities

The Vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFP, its Proposal, and any resulting Contract, regardless of whether or not it proposes to use any Subcontractor.

The Vendor may sub-contract services subject to the provisions of the RFP, including but not limited to the terms and conditions in [Section 5: General Vendor Requirements](#) herein and *State of New Hampshire Terms and Conditions (Appendix S)*. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor(s) necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all Contract matters, including payment of any and all charges resulting from any Vendor, Subcontractor, or Contract.

The Vendor or Vendor's Subcontractors will be required to work with State business partners in a cooperative relationship. Vendors should anticipate costs associated with working with, integrating to or other resources required with State business partners and should be included in Vendor's cost proposals.

5.3 Project Budget / Price Limitation

The State has funds budgeted for this Project, subject to *State of New Hampshire Terms and Conditions, Section 4: Conditional Nature of Agreement* and [Section 5: Vendor Price/Price Limitation/Payment of Contract form P-37](#). See [Appendix S: Agreements](#).

5.4 State Vendors

State Agencies shall make use of Vendors which have been entered into by the Department Of Administrative Services, Division of Plant and Property Management, for more than one agency when procuring commodities or services that are available to the agency under such Vendors, unless granted a waiver from this requirement by the Commissioner of Administrative Services. The Commissioner shall grant a waiver when he or she concludes that to do so would be in the best interests of the State.

5.5 Licenses

The State has defined the Software license grant rights. *See below.*



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5.5.1. Proprietary Software

The Software license shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Vendor.

The State may allow its agents and Vendors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Vendors that each shall abide by the terms and conditions set forth herein.

5.5.2 Open Source Software

Open Source Software shall conform to the definition specified in [NH RSA 21-R](#). Open Source Software must allow unrestricted use of the software for any purpose; unrestricted access to the respective source code; exhaustive inspection of the working mechanisms of the software; use of the internal mechanisms and arbitrary portions of the software, to adapt them to the needs of the user; freedom to make and distribute copies of the software; and modification of the software and freedom to distribute modifications of the new resulting software, under the same license as the original software.

5.5.3 Software and Documentation Copies

The Vendor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft Word and Adobe PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

5.5.4 Restrictions

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

1. Remove or modify any program markings or any notice of Vendor's or others proprietary rights;
2. 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; and
3. Cause or permit reverse engineering, disassembly, or recompilation of the programs.

5.5.5 Title

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.



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5.5.6 Third Party

The Vendor shall identify all third party Vendors to be provided under the Contract with the Vendor's Proposal. The terms in any such Contract must be consistent with this RFP and any resulting Vendor, including, but not limited to [Section 5: General Vendor Requirements](#) and *Appendix M: Standards for Describing Vendor Qualifications*.

5.6 Transition Planning & Schedule

Working closely with the State, the Vendor shall establish and document the transition process and acceptance criteria within 14 days of Contract award.

There shall be a ninety (90)-day Transition Period prior to the commencement of the Warranty Period and the Letter of Final Acceptance (see Warranty Period section). The Transition Services are to be provided to prepare the State personnel to continue operations during the implementation. This section outlines the details for the selected transition strategy. Vendors should include their transition services in their project planning. The following lists provide an example of considerations:

1. Ensure that all pilot stores have been tested and operating normally;
2. Provide that the Logical work breakdown, key milestones, and dependencies during transition and deployment have been met;
3. Ensure that all testing and verification activities, including testing of related/impacted projects, software, and hardware and required reporting are complete;
4. Develop contingency plans and work-around(s) in the event problems arise;
5. Specific activities related to new and/or existing equipment, including the roles and responsibilities of subcontractors and internal resources;
6. Specific activities related to new, existing, and/or upgraded software, including roles and responsibilities of external vendors and internal resources;
7. Create systems and/or data back-up(s), conversion plans, etc.;
8. Have conducted requirements gathering; workflows, design, and functional documents have been created;
9. Ensure that hand-off(s) between developers, vendors, operational staff, and/or technical support as appropriate have occurred;
10. Develop communication(s) to State end-users: timing related to unavailability, periodic status updates, and notification of completion/system availability;
11. Data migration and data verification has been completed including file imports, exports, and scheduling; and
12. Transition review to assess and document results of the transition, issues risks or defects identified, corrective actions to be taken, work-around(s) to be implemented, etc.



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5.7 Warranties

5.7.1 Software

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. All software licenses and their associated maintenance contracts or license renewal details used in conjunction with State operations must be provided to the State by the end of Warranty Period as described in Section 5.8.

5.7.2 System Solution

The Vendor shall warrant that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

5.7.3 Non-Infringement

The Vendor shall warrant that it has good title to or the right to allow the State to use all services, equipment, and software provided under this Vendor, and that such services, equipment, and software ("Material") 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.

5.7.4 Viruses / Destructive Programming

The Vendor shall warrant that the software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

5.7.5 Compatibility

The Vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Vendor to correct deficiencies or as an enhancement, shall operate with the rest of the System without loss of any functionality.

5.7.6 Professional Services

The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

5.8 Warranty

The Warranty Period will commence after Vendor has placed all Systems in production and the State has issued a Letter of Final Acceptance for those systems, and will continue for ninety (90) days thereafter.

For subsequent modules or functions, the Warranty Period will extend for ninety (90) days after each of the remaining major functions or modules, integrated successfully with the entire System, receive a Letter of Acceptance from the State.



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If within the last thirty (30) days of the Warranty Period the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the deficiency, and a thirty (30)-day Warranty Period will begin as a renewed Warranty period. Any further deficiencies with the systems must be corrected and run fault-free for thirty (30) days.

If any defect in the software/solution/systems is not rectified by the Vendor before the end of the warranty period, the warranty period shall be extended until, in the opinion of the State:

1. The defect has been corrected; and
2. The solution functions in accordance with the Contract for a reasonable period of time.

5.9 Warranty and Maintenance Services

The Vendor shall agree to maintain, repair, and correct deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Vendor, including but not limited to correcting all errors, defects, and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective, or deficient Software. Documentation Warranty Services shall include, without limitation, the following:

1. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
2. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the expectations, specifications, terms, and requirements of the State;
3. Vendor shall have available to the State on-call telephone assistance; the State proposes service levels as proposed in *Appendix O: Service Level Agreements*;
4. On-site additional Services within business hours of initial incident request;
5. Maintain a record of the activities related to Warranty Repair or Maintenance activities performed;
6. For all Warranty Services or maintenance calls, the Vendor shall ensure the following information will be collected and maintained for use by NHSLC:
 - a. Nature of the Issue
 - b. Current status of the Issue
 - c. Action plans, dates, and times
 - d. Expected and actual completion time
 - e. Issue resolution information
 - f. Resolved by
 - g. Identifying number i.e., work order number
 - h. Issue identified by
 - i. Asset details in the event that a hardware device is installed, moved, added, or changed;
7. The Vendor must work with the State to identify and troubleshoot potentially large-scale failures or deficiencies and by collecting the following information:



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- 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
- d. All deficiencies found during the Warranty Period and all deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than sixty (60) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the event of Default the Vendor fails to correct the deficiency within the allotted period of time see above), the State shall have the right, at its option to all or some of the following: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State has the option to terminate the Contract and pursue the remedies above which will remain in effect until satisfactory completion of the full Warranty Period.

5.10 Ongoing Software Maintenance and Support Levels

The Vendor shall maintain and support the System in all material respects as described in the applicable program Documentation throughout the life of the Contract, beginning at the end of the Warranty Period.

The Vendor will not be responsible for maintenance or support for specific Software developed or modified by the State.

5.10.1 Maintenance Releases

On a regular basis but no less than quarterly, the Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, security updates, patches, and documentation that are generally offered to its customers or manufacturers customers, at no additional cost.

5.10.2 Vendor Responsibility

1. The Vendor shall be responsible for performing on-site or remote technical support in accordance with the Vendor Documents, including without limitation the requirements, terms, and conditions contained herein this RFP.
2. 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 requirements in and/or *Appendix B: Proposed Software Solution*;
3. The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, terms and requirements of the Contract;
4. The Vendor shall maintain a record of the activities related to warranty repair or



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maintenance activities performed for the State;

5. For all maintenance services and support calls, the Vendor shall ensure the following information will be collected and maintained:
 - a. Nature of the deficiency
 - b. Current 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;
6. The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or deficiencies by collection 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
 - d. Problem Resolution Plan;
7. If the Vendor fails to correct a deficiency within the allotted period of time stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to 5.7.6 and the State shall have the right, at its option, to pursue any remedies it deems necessary, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request; and
8. If the Vendor fails to correct a deficiency within the allotted period, the Vendor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue remedies.

5.10.3 Deficiencies

If the Vendor fails to correct a deficiency within the period of time allotted by State, the Vendor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies stated in this RFP, as well as to do some or all of the following:

1. Request Vendor to submit and implement an acceptable corrective action plan (CAP). Payments may be delayed pending satisfactory implementation of the plan;
2. Return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request;
3. Termination of the contract and withhold any future or un-presented invoices for payment and request a refund of payments previously provided to contractor;
4. Notwithstanding any provision of the Contract, the State's option to terminate the



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Vendor and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State; and

5. Upon completion of the Warranty Period, the State will issue a Letter of Final System Acceptance.

5.11 Administrative Specifications

5.11.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Contract or services.

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include but not be limited to meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

5.11.2 Shipping and Delivery Fee Exemption

The State will not pay for any shipping or delivery fees unless previously approved by the Project Sponsor or their designee. Vendors should fully load their pricing.

5.11.3 Project Workspace and Office Equipment

The State will work with the Vendor to determine the requirements for providing necessary workspace and office equipment if required. If a Vendor has specific requirements, they must be included in the Vendor’s Proposal.

5.11.4 Project Work Hours

Vendor personnel shall be available at a minimum during normal State business hours between 8:30 am and 5:30 pm EST, excluding State of New Hampshire holidays. Vendor store deployment resources shall be available pre and post store business hours (for store hours listed in *Appendix R*). Changes to this requirement may be made upon agreement with the State Project Sponsor. Infrastructure changes shall be coordinated with the State program manager for pre and post business hours.

5.11.5 State Owned Documents and Data

The Vendor shall provide the State access to all documents, State data, materials, reports, and all other work in progress relating to the Contract (“State Owned Documents”). Upon expiration or termination of the Contract with the State, Vendor shall provide to the State at no additional cost all State Owned Documents in both printed and native electronic format.

5.11.6 Access Cooperation

As applicable and reasonably necessary, and subject to the applicable State and federal Laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access or assistance to all program files, libraries, software packages, network systems, and hardware as required to complete the Vendor services.



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The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Vendor to perform its obligations under the Contract.

5.11.7 Intellectual Property

The State shall hold all ownership, title, and rights to any custom software developed in connection with performance of obligations under the contract, or modifications to the software, and any associated documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such software, modifications, and documentation developed under the Contract and to authorize others to do so.

5.11.8 IT Required Work Procedures

All work done must conform to standards and procedures as established by the State.

5.11.9 Computer Use

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"), Vendor understands and agrees to the following rules:

1. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
2. 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 Vendor access or attempt to access any information without having the express authority to do so;
3. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relate to system entry/access;
4. 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 the Vendor 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 the Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment;
5. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract and/or criminal or civil prosecution if the act constitutes a violation of law;
6. Mail 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



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“internal email systems” or “State-funded email systems.” Vendors understand and agree that use of email shall follow State standard policy (available upon request); and

7. 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 (available upon request).

5.11.10 Regulatory/Governmental Approvals

Any Vendor awarded under the RFP shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

5.11.11 Force Majeure

Neither Vendor 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, acts of war, epidemics, and acts of government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include Vendor’s inability to hire or provide personnel needed for the Vendor’s performance under the Contract.

5.11.12 Confidential Information

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. “State Confidential Information” shall include but not be limited to information exempted from public disclosure under New Hampshire [RSA Chapter 91-A: Access to Public Records and Meetings](#) (see e.g., [RSA Chapter 91-A: 5 Exemptions](#)). The Vendor shall not use any State Confidential Information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor’s performance under the Contract.

The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State law and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) 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; (iii) 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 (iv) is disclosed with the written consent of the disclosing party. A receiving



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party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena, or other legal process is served upon the Vendor regarding State's Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena, or other legal process, at no additional cost to the State.

In the event of unauthorized use or disclosure of the State's Confidential Information, the Vendor shall immediately notify the State, and State shall immediately be entitled to pursue any remedy at law and in equity, including but not limited to injunctive relief.

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, [RSA Chapter 91-A](#). The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable state or federal laws or regulations, including but not limited to [RSA Chapter 91-A](#). In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Vendor shall cooperate and assist the State with the collection and review of the Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor 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 the Vendor without any State liability to the Vendor.

This Vendor Agreement, [Section 5.11.12: Confidential Information](#) shall survive the termination or conclusion of a Vendor.

5.12 Pricing

5.12.1 Activities Deliverables / Milestones and Pricing

The Vendor must include within the fixed price for its service: activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable.

5.12.2 Software Licensing, Maintenance, Enhancements, and Support Pricing

The Vendor must provide the minimum software support and services through software licensing, maintenance, enhancements, and support as required. Vendor must include software licensing, maintenance, and support costs in its *Appendix N, Pricing Worksheet*.



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5.12.3 Invoicing

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

5.12.4 Overpayments to the Vendor

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

5.12.5 Credits to the State

Vendors are expected to provide Credits on their invoices. In the event that a Vendor does not apply a Credit the State may apply credits due arising out of this Contract against the Vendor's invoices with appropriate information attached.

5.12.6 Records Retention and Access Requirements

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the [Federal Acquisition Regulations \(FAR\) Subpart 4.7 Vendor Records Retention](#).

The Vendor and its Subcontractors shall maintain 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 under the Vendor. The Vendor 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 a minimum of one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals 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 will 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 Vendor or Contract and one (1)-year term



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following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and review requirements of this section in any of its Subcontractors.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

5.12.7 Accounting Requirements

The Vendor 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 and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

5.12.8 State Initiated Outsourcing

Despite any other term or condition in the contract the State may transfer to a third party who is under contract with the State, a copy of and the right to use the software system or solution as part of the contract including, if applicable, any source code, proprietary tools, and all related documentation, for the third party's use in performing duties and tasks on behalf of the State.

5.12.9 Offshore Contracting

Work or services that will be performed offshore by the Vendor and/or its subcontractors and/or their divisions or agents must be identified in the Vendor's response. Offshore services with connections or coding to State systems may require approval for access. For the purpose of this solicitation, offshore is defined as outside the 50 states of the United States. Vendor shall include an explanation for the following:

1. Identify specifically what work will be contracted offshore;
2. What percentage of the total work will be contracted offshore;
3. What percentage of the total value of the contract is being contracted offshore;
4. Provide a Service Level Agreement (SLA) demonstrating the agreement between the Vendor and the offshore organization; and
5. Provide a copy of the compliance standards and controls that are used to maintain integrity of Personally Identifiable Information, Cardholder Data, financial information, Criminal Justice information, security information; or other such data as required by law or statute or the integrity of the State where it may be compromised.

5.12.10 Compliance

Where applicable, the Vendor shall comply with the provisions of all laws now in force or in force after the signing of an award including but not limited to Federal, State, or industry requirements.



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Where applicable, the Vendor and its subcontractors shall each provide an Attestation of Compliance to Payment Card Industry (PCI) published standards and that the solution provided meets or exceeds PCI DSS published standards for the term of the contract.

Where applicable, the Vendor must provide certification of compliance with all current Payment Application Best Practices (PABP) standards.

Where applicable the Vendor will comply and assist with all requests for auditing, advisory requests, remediation requirements, vulnerability and penetration testing.

Where applicable, the awarded vendor will need to provide an attestation that relevant software and or hardware is PCI PA-DSS compliant by a certified payment application qualified security assessor (QSA) for the term of the contract.

5.13 Termination

This section shall survive termination or Vendor conclusion.

5.13.1 Termination for Default

Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder (“Event of Default”):

1. Failure to perform the Services satisfactorily or on schedule;
2. Failure to submit any report required; and/or
3. Failure to perform any other covenant, term, or condition of the Vendor.

5.13.1.1 State Rights in the Event of Default

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

1. Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice, unless otherwise indicated within by Default (“Cure Period”);
2. If the Vendor fails to resolve the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies in equity or both;
3. Give the Vendor a written notice specifying the Event of Default and suspending any pending or future payments to be made under the Contract until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;
4. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
5. Treat the Vendor as breached and pursue any of its remedies at law or in equity,



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or both;

6. Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement services, and all administrative costs directly related to the replacement of the Vendor and procuring the services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, all of which shall be subject to the limitations of liability set forth in the Vendor.

5.13.1.2 In the event of default by the State, the Vendor shall provide the State with written notice of default, and the State shall resolve to cure the default within sixty (60) days.

5.13.1.3 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

5.13.2 Termination for Convenience

5.13.2.1 The State may, at its sole discretion, terminate the Vendor for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed-upon price, if separately stated, for deliverables for which Acceptance has been given by the State. Amounts for services or deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Deliverables and Costs Workbook.

5.13.2.2 During the thirty (30)-day period, the Vendor shall wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

5.13.3 Termination for Conflict of Interest

5.13.3.1 The State may terminate the Vendor by written notice if it determines that a conflict of interest exists, including but not limited to a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Vendors.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other Contract payments that would have become due and payable if the Vendor did not or reasonably did not know of the conflict of interest.

5.13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the State shall be entitled to pursue the same remedies



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against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.

5.13.4 Termination Procedure

5.13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and written deliverables, for such part of the Contract as has been terminated.

5.13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Vendor shall:

1. Stop work under the Contract on the date, and to the extent specified, in the notice;
2. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontractors related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontractors, 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;
3. Take such action as the State directs, or as necessary to preserve and protect the property related to the State or Awarded Contract which is in the possession of Vendor and in which State has an interest;
4. 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 State and which has been accepted or requested by the State; and
5. Provide written certification to the State that Vendor has surrendered to the State all said property.

5.14 Limitation of Liability

5.14.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price. Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

5.14.2 The Vendor

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages and the Vendor's



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liability to the State shall not exceed two times (2X) the total Vendor price set forth in the Contract.

5.14.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Vendor Conclusion.

5.14.4 Survival

The Vendor Agreement, [Section 5.14 Limitation of Liability](#) shall survive termination or Contract conclusion.

5.15 Change of Ownership

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Vendor, its successors, or assigns for the full remaining term of the Vendor; continuing under the Contract with the Vendor, its successors, or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Vendor, its successors, or assigns.

5.16 Assignment, Delegation and Subcontractors

The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer; assignment, delegation, or other transfer made without the State's prior written consent shall be null and void and may constitute an event of default at the sole discretion of the State.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Vendor, any permitted assignment, delegation, Subcontractors, or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any event of default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with regard to all Contract matters, including payment of any and all charges resulting from the Contract.

5.17 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 by this Agreement.



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

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.

Table 5.1: Dispute Resolution Responsibility and Schedule

LEVEL	GOVERNANCE	CUMULATIVE ALLOTTED TIME
First	State Program Manager	5 Business Days
Second	State Contract Manager	10 Business Days
Third	State Executive Lead	15 Business Days
Fourth	State Project Sponsor	21 Business Days

5.18 Venue and Jurisdiction

Any action on the Vendor may only be brought in the State of New Hampshire Merrimack County Superior Court.

5.19 Project Holdback

The state shall hold back ten percent (10%) of the total amount to be paid against every invoice (“Holdback Amount”) submitted by the awarded Vendor or until successful completion of the Warranty Period as defined in [Section 5.8 Warranty](#). The awarded Vendor may invoice for the Holdback Amount upon final acceptance of the System or Deliverable by the state. Vendor shall verify its agreement to the state requirement for a Holdback Amount in the final contract.

5.20 Escrow of Code

If appropriate as deemed by the State, the Vendor will enter into a source and configuration code escrow agreement, with a State -approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor’s Proposal for review by the State. The escrow agreement requires the Vendor to put the Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

1. The Vendor has made an assignment for the benefit of creditors;
2. The Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
3. A receiver or similar officer has been appointed to take charge of all or part of the Vendor’s assets;
4. The Vendor or its Subcontractors terminates its maintenance and operations support Services



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for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

5. Vendor defaults under the contract or ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

5.21 Vendor Security & Performance Bond

The Vendor shall furnish the State with a Performance Bond in an amount equal to 100% of the total value of the applicable Purchase Prices and Charges within ten (10) business days of receipt of notice of intent to award a Contract. The Vendor shall bear the full expense of both the initial expense and the annual premiums for the Performance Bond. If such is not provided, the award may be nullified.

The Performance Bond shall be in a form and substance satisfactory to the State. The Performance Bond shall be maintained by the Vendor in full force and effect until successful completion of the Warranty Period. The Vendor or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination of this Contract. The Performance Bond shall contain a waiver of notice of any changes to this Contract or the deliverables or the Specifications, or of any Change Orders.

Payments shall not be due to the Vendor until the Performance Bond is in place and approved by the State in writing. A licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire shall issue the Performance Bond. The Performance Bond shall contain the Contract number and dates of performance. The Vendor shall extend the validity and enforcement of the Performance Bond for said periods if the State exercises an option to extend the Contract for any additional period(s). The Performance Bond shall secure the performance of the Vendor, including without limitation performance of the Services in accordance with the Project Schedule and providing deliverables in accordance with the Specifications, and shall secure any damages, cost, or expenses resulting from the Vendor's default in performance or liability caused by the Vendor.

The Performance Bond shall become payable to the State for any outstanding damage assessments made by the State against the Vendor if there is a termination for default. An amount up to the full amounts of the Performance Bond may also be applied to the Vendor's liability for any administrative costs and/or excess costs incurred by the State in obtaining similar Software, deliverables, other products, and services to replace those terminated as a result of the Vendor's default. In addition to this stated liability, the State may seek other remedies.

The State reserves the right to review the Performance Bond and to require the Vendor to substitute a more acceptable Performance Bond in such form(s) as the State deems necessary prior to Acceptance of the Performance Bond.

5.22 Earnback

The Vendor shall have Earnback opportunities with respect to Service Level Credits for operational services (e.g. field services) as follows:



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1. Within thirty (30) days after the first anniversary of the month in which any Service Level Default occurs, the Vendor shall provide a report to the State that will include, with respect to each Service Level for which there was a Service Level Default, the following:
 - a. Statistics on the Service Providers average monthly performance during the preceding twelve (12) months or part thereof;
 - b. The amount of Service Level Credit imposed for each Service Level Default; and
 - c. The total amount of Service Level Credits imposed for Service Level Defaults.
2. If for the rolling twelve (12)-month period immediately following a Service Level Default (the "12-Month Review Period") Vendor achieved, on average, a monthly performance in the corresponding Critical Service Level that was greater than or equal to the Service Level in effect for such Critical Service Level and there was no recurrence of a Service Level Default during such rolling 12-Month Review Period, the State will refund Service Provider the Service Level Credits that were credited for that Service Level Default for such Critical Service Level.
3. Vendor will invoice the State for the Earnback Credit in the monthly invoice following such rolling 12-Month Review Period.
4. If during the 12-Month Review Period the State deletes the Service Level (including demotion of a Service Level to a Key Measurement) that corresponds to the Service Level Default giving rise to such 12-Month Review Period, Vendor shall continue to track its performance for such former Service Level and shall be entitled to an Earnback if and to the extent, and at the time, it would have otherwise been entitled to such Earnback in accordance with the procedures described in Section 5.2 above had the Service Level not been so deleted or demoted to a Key Measurement during such 12-Month Review Period.

5.23 Service Level Modifications

The State may add, modify, or delete Service Levels or Key Measurements as described below by sending written notice to the Vendor of at least ninety (90) days prior to the date that the additions or deletions or modification to the Service Levels or other Performance Category or Recurring Deliverables are required to be measured.

1. The Parties shall attempt in good faith to agree on a Service Level commitment using industry standard measures or third party advisory services.
2. If the Parties fail to agree on an Expected Service Level and Minimum Service Level commitment as described in Item 1, the following will apply:
 - a. Where at least nine (9) consecutive months of verifiable service measurements exist for a particular Service that is being provided by the Vendor (the "Nine-Month Measurement Window"), the Parties agree that the Expected Service Level shall be defined as the average of such service measurements for the Nine-Month Measurement Window and that the Minimum Service Level shall be defined as the lowest service measurement achieved during the Nine-Month Measurement Window, unless the lowest measurement is more than the equivalent of one standard deviation for the data set of measurements below the second lowest service measurement achieved in which



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case the Minimum Service Level shall be defined as the second lowest service measurement.

- b. Where less than nine (9) months or no measurements exist for a particular Service that is being provided by the Vendor, the Parties shall do the following:
 - c. The Vendor shall begin providing monthly measurements within ninety (90) days after the Vendor's receipt of State's written request or within ninety (90) days after the Transition Period.
 - d. After nine (9) or more actual service level attainments have been measured or should have been measured and if not so measured or constructed, State may at any time in writing request that Section 5.23 above be used to establish the Service Level commitment.
3. If the Vendor is responsible for measuring actual service level attainments and fails to provide one (1) or more measurements during a twelve (12)-month period such that twelve (12) consecutive measurements are not available, the missing measurement(s) shall be constructed according to the following:
- a. If one measurement is missing, the missing measurement shall be constructed by using the lowest of the eight (8) actual measurements; or
 - b. If two (2) or more measurements are missing, the first missing measurement shall be constructed by using the lowest of the actual measurements and adding to that measurement twenty percent (20%) of the difference between that measurement and one hundred percent (100%) and each of the remaining missing measurements shall be constructed by using the lowest of the actual measurements and adding to that measurement thirty-five percent (35%) of the difference between that measurement and one hundred percent (100%).

5.24 Service Delivery Failures

1. If three (3) Service Level Defaults for the same Service Level occur in any six (6)-month period, then upon such third occurrence, this shall be deemed a "Service Delivery Failure." Within thirty (30) days of the occurrence of a Service Delivery Failure, Vendor will provide the State with a written plan (the "Corrective Action Plan" or "CAP") for improving the Vendor's performance to address the Service Delivery Failure, which plan will include a specific implementation timetable and measurable success criteria. Within 30 days of plan submission, or such other timeframe agreed to by the State, Vendor will implement the Corrective Action Plan, which may include making timely and appropriate investments in people, processes and technology.
8. In addition, the Vendor will demonstrate to the State's reasonable satisfaction that the changes implemented by Vendor have been made in normal operational processes to sustain compliant performance results in the future.
2. Upon the occurrence of (i) a CAP Failure Event, or (ii) if Vendor fails to implement the Corrective Action Plan in the specified timetable or if after the implementation of the Corrective Action Plan performance has not consistently improved, then Vendor will be liable for a Service Level



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Credit in an amount equal to five percent (5%) of the then-current total Invoice Amount (the "CAP Failure Credit"). The CAP Failure Credit will be applied to the monthly invoice until such time as Service Provider has demonstrated effective service delivery, as evidenced by either (i) no reoccurrence of the Service Level Defaults which triggered the applicable Service Delivery Failure or (ii) in the State's reasonable judgment, Vendor has remedied the failure which is the subject of the CAP Notice. If the CAP Failure Event or Service Delivery Failure reoccurs within three (3) months, the CAP Failure Credit will be reapplied to the then current and each subsequent monthly invoice until the CAP Failure Event or Service Delivery Failure has been resolved. The CAP Failure Credit will not be subject to Earnback.



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APPENDICES

The following appendices require a response, which will be scored:

- [Appendix A](#): Requirements Matrix
- [Appendix B](#): Proposed Software Solution
- [Appendix C](#): Business to Consumer (B2C) and Business to Business (B2B) Portal
- [Appendix D](#): Project Management Approach
- [Appendix E](#): Implementation Approach
- [Appendix F](#): Interfaces
- [Appendix G](#): Testing Requirements
- [Appendix H](#): Training Approach
- [Appendix I](#): Data Conversion / Migration Plan
- [Appendix J](#): Hardware Inventory
- [Appendix K](#): Dashboard and Reporting
- [Appendix L](#): PCI Attestation
- [Appendix M](#): Standards for Describing Vendor Qualifications
- [Appendix N](#): Pricing Worksheets

The following Appendices include information relevant to the Vendor's proposal but do not require a response:

- [Appendix O](#): Service Level Agreements
- Appendix P: Vendor Inquiry Period Questions
- [Appendix Q](#): Certificates
- Appendix R: Store Listings
- [Appendix S](#): Terms & Conditions
- [Appendix T](#): Glossary of Terms

The following Exhibits include information relevant to internal services and the proposal label:

- Exhibit 1: IT Business and Technical Overview
- Exhibit 2: Sealed Bid Label



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APPENDIX A: REQUIREMENTS MATRIX

All vendors must complete *Appendix A: Requirements Matrix.xls*.

The Requirements Matrix is a separate Microsoft Excel file. The matrix must be completed in its native format and submitted electronically. Paper copies will not be accepted. All instructions for completing Appendix A are contained within the file.



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APPENDIX B: PROPOSED SOFTWARE SOLUTION

This section provides a series of topics related to the proposed Software Solution the State will consider in its selection of a Vendor.

Vendors should provide a description of their overall solution and how it will meet the business requirements and intent of this RFP.

B-1 System Design Specifications

After Contract award the Vendor must develop a System Design Specification Document for the customization of the implemented System. The System Design Specification Document must:

1. Address the functional and technical requirements identified;
2. Include a high level design and business requirements for the required programming;
3. Include the external interfaces;
4. Include design/implementation constraints for the required customizations; and
5. Contain all the information necessary for application customization.

The Vendor must thoroughly document and track each functional requirement from the System Requirements Specification Document to the System Design Specification Document. This documentation must also include traceability from the specifications forward to the test cases developed for systems testing.

After Contract award the Vendor must develop and provide a detailed Technical Design Document for customization of the System. The Technical Design Document must include:

1. Complete technical diagrams required for test, development and production environments;
2. Complete system architecture diagrams required for test, development, and production environments;
3. Complete functional diagrams of each module and interface, identifying all major inputs, processes, and outputs;
4. General and detailed narratives describing each configurable function, process, and feature;
5. Final network configuration with graphic layout of all network lines, switches and all hardware/software detail;
6. Environment Entity relationship diagrams;
7. A detailed comprehensive data element dictionary; and
8. A logical and physical data model.

B-2 Software Architecture

As part of the Vendor proposal the State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.



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Provide a description of the technical architecture of the proposed Solution. The following topics, at a minimum, should be addressed:

1. Provide a description of how your applications use its architecture and what type of architecture is used.
2. Does any part of the proposed Solution require software (other than a browser) to be installed on the client workstation? If yes, describe software that must be installed and the access authorization level required to install it.
3. Are the operating system and the database platforms supported configurations of the proposed System?
4. Are there any components of the System that must reside on another platform?
5. What application on each server is used to support the proposed Solution?
6. What add-on or third-party software is required to support the functionality desired by the State?
7. What programming languages are used for development, configuration, and customization of the proposed Solution? Does the application have to be re-compiled when changes need to be made to the system?
8. Describe the scalability of the proposed System?
9. What is the timeframe for technical obsolescence of the proposed Software? (For the purpose of this question, the version of the proposed Software would be considered obsolete when support is no longer available.)
10. What type of staffing is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire? (Discuss both number of staff and skills required.)

B-3 Software Releases

As part of the Vendor proposal the State will evaluate the degree to which the Software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

1. What types (maintenance, enhancement, other) of releases are planned?
2. What is the historical and future roadmap of each application?
3. What version of the application will be implemented?
4. How is the content of future releases determined and how is it communicated to the client?
5. Do government clients have input through a users' group or some other mechanism?
6. Are enhancements made for specific clients included in future releases?



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7. How will maintenance and upgrades be applied to customized portions of any application?
8. What specific enhancements are planned for release within the next 24 months?
9. What resources, planning, and technical skills are required to install a release of each type?
10. Can components of a release be applied individually or by module without adversely affecting the overall functionality of the System?
11. Do configuration settings carry forward from one release to the next or must they be reinstalled?
12. Do patches carry forward from one release to the next, or must they be reinstalled?
13. How long releases are typically supported?

B-4 System Security

As part of the Vendor proposal the State will evaluate the degree to which System issues can be avoided.

The Vendor solution must have the ability to provide application and system access securely to State users. The State's workers and citizens expect government services and information to be secure and available on an ongoing basis to ensure business continuity. At a minimum, discuss the following:

1. The System security design and architectural features incorporated into the proposed Software.
2. The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
3. The authorization methods used to ensure that users and client applications can only access data and services for which they have been properly authorized.
4. The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
5. The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification, or deletion.
6. The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
7. The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
8. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
9. The System maintenance methods used to ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
10. The testing methods conducted to load and stress test your Software to determine its ability to withstand Denial of Service (DoS) attacks.



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11. The Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
12. The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, operating System services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
13. The ability of your Solution to maintain its PCI compliance in the future as new guidance is issued.

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

1. What process or methodology is employed within the proposed Software to ensure data integrity?
2. If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?
3. What out-of-the-box system assurance reports are provided for online and offline processing?

B-5 Open Standards, Open Data Formats, Open Source Software

The proposed Solution shall comply where possible with Open Standards and Open Data Formats as mandated by [RSA 21-R:11](#).

1. Is the proposed application considered Open Source Software?
2. Does it comply with Open Standards, including but not limited to Open Data Formats?
3. Describe the degree to which the proposed Solution meets the requirements of [RSA 21-R: 10](#), [21-R: 11](#), [21-R: 13](#).

B-6 Backup, Archiving and Business Continuity

As part of the Vendor proposal the State will evaluate the degree to which proposed archive, backup and recovery processes protect mission-critical data, ease of use of these processes, and impact of these processes on operation of the System.

The State seeks the ability to archive data but also the ability to restore archived data to “live” status quickly and efficiently. The ability to export data (current, archive, and litigation hold) into a recognized open data format.

The State seeks a backup and recovery provision as part of the Solution. The Vendor must have a Business Resumption Plan for the System describing how critical business operations will continue in the event of disruption or complete system failure. If requested, test results of the plan must be made available to the State.

The plan must meet the Disaster Recovery (DR) and Business Continuity (BC) requirements of the State. The Vendor must apply recognized industry standards governing disaster preparedness and recovery including the ability to continue processing in the event that the primary hosting facility is rendered



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inoperable. The Vendor must test the business resumption, DR, and BC plan within twenty-four (24) months of the Letter of Final Acceptance. The Plan must include but not be limited to:

1. Critical lines of business and supporting functions, including Call Center operations;
2. A process for reporting system disruption or failure;
3. A process for identifying the categories of a disaster;
4. A process for problem resolution during disruption or failure;
5. Emergency procedures;
6. Transition from failure to restart; and
7. A timeframe for updates to the plan.

At a minimum, discuss the following:

1. Describe the tools used for backup and recovery of applications and data.
2. Describe the impact of the proposed backup process on the operation of the System.
3. Describe the use of and method for logging and journalizing;
4. Address single points of failure and recommended approaches for their elimination;
5. Describe your approach to redundancy; and
6. Discuss the impact of Software license fees.

B-7 Environment Setup

As part of the Vendor proposal the State will evaluate whether proposed environments are sufficient to satisfy Project needs, including a phased Implementation.

1. Describe the various software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the proposed Software System, including all necessary training.
2. The State believes that additional Software license fees solely related to establishing environments for normal activities would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
3. Describe the ability of the proposed Software to execute on industry accepted platforms (Microsoft Windows, Linux, UNIX, etc.). Please provide a list of the industry accepted platforms your proposed Software is compatible with.
4. The State requests at a minimum the following environments for testing, training, development. These environments should mirror production and be updated on a regular basis following a predetermined build schedule.



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B-8 Knowledge Transfer

As part of the Vendor proposal the State will evaluate whether the technical knowledge transfer in described the Proposal will prepare State staff to accept full responsibility for maintaining the Vendor proposed System at the conclusion of Implementation.

1. The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address training curriculum, training priorities and prerequisites, specific commercial and custom courses, and one-on-one learning opportunities for State staff.
2. Identify whether recommended training will be provided on site. Use specific examples from past system implementations to explain how its approach to technical training and knowledge transfer would allow the State to operate independently when the Implementation ends.

B-9A Hardware Support and Maintenance

As part of the Vendor proposal the State will evaluate whether the Vendor's proposed support and maintenance plans include a description of the types and frequency of support, repair, maintenance tasks, and any other dependencies for on-going support and maintenance of the hardware, and how the Vendor records incident and specified severity level as assigned by the State.

This narrative should reflect current "best practices" for these tasks.

1. Describe how general hardware support and maintenance knowledge are transferred to State technical support personnel for knowledge sharing;
2. Describe how hardware support and maintenance issues are tracked detailing methodology;
3. Describe any particular procedures required to handle escalation and emergency calls during and after normal State business hours;
4. Detail the plan for preventive maintenance including firmware upgrades;
5. Detail the types and frequency of support tasks required;
6. Describe the process for setting up or breaking-down a store or store lanes
7. Describe how hardware repair issues are done and how long it shall take to replace a device;

B-9B Application Support and Maintenance

As part of the Vendor proposal the State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current "best practices" for these tasks.

8. Describe how general support and maintenance knowledge are transferred to State technical support personnel for knowledge sharing;



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9. Describe how support and maintenance issues are tracked detailing methodology and if any additional systems are required;
10. Describe process for maintenance of the general knowledge base;
11. Describe any particular procedures required to handle escalation and emergency calls;
12. Detail the plan for preventive maintenance and for upgrade installations;
13. Detail the types and frequency of support tasks required;
14. Describe how the system proposed is current and not at end of life including hardware and software;
15. Describe how the Vendor will assist or perform maintenance updates without impacting operations; and
16. Describe the process for system modifications for change control and enhancements including the determination of each.

B-10 Help Desk Support

As part of the Vendor proposal the State Help Desk will not take on help desk responsibility but may be the first point of contact for State staff. The State may contact the vendor as required after completing an initial triage. The State will evaluate the degree to which the Vendor will absorb demand for help desk support upon Implementation of the new System and prepare State resources for providing triage support. Demands on State help desk resources are likely to evolve significantly with Implementation of the proposed Solution. For example, a demand for support is likely to peak shortly after implementation.

Describe support for the help desk function incorporated into the Proposal. Include discussion of the following:

1. Coordination of help desk with change management and training activities;
2. Recommended help desk software tools;
3. Training for State help desk agents;
4. Suggested escalation path and procedures;
5. Interim (implementation) staffing for peak help desk demand periods if required;
6. Development of a help desk knowledge base for use by State;
7. Service Level Agreements; and
8. Metrics based on help desk inquiries.

B-11 Risk and Issue Management

As part of the Vendor proposal the State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also



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evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.

Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in the Contract between the State and the Vendor.

B-12 Project Activities, Deliverables or Milestones

As part of the Vendor proposal the State will evaluate the degree to which proposed procedures will ensure that deliverables require limited modification when submitted for approval. The State has identified four categories of deliverables:

1. Written Deliverables
2. Software Deliverables
3. Hardware Deliverables
4. Non-Software Deliverables

Describe the methodology that will be employed to assure that each type of deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:

1. Provision for State input to the general content of a written deliverable prior to production;
2. The standard for Vendor internal Review of a written deliverable prior to formal submission;
3. Testing of deliverables prior to submission for Acceptance Testing.



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APPENDIX C: BUSINESS TO CONSUMER (B2C) AND BUSINESS TO BUSINESS (B2B) PORTAL

The NHSLC requires a Business-to-Consumer (B2C) and a Business-to-Business (B2B) online presence integrated with the POS and inventory systems. The B2C and B2B systems must be capable of being segregated from each other either physically or virtually.

At a minimum these B2C e-Commerce customers must be offered the same discounts as are available at the stores, including coupons and loyalty point credits. This offering must be available for online purchasing or ordering 24 hours a day. Vendors must provide a description of the B2C implementation scope and timeline associated to the implementation.

At a minimum these B2B e-Commerce customers must be offered varying discounts based upon their license type, purchase volume as are available through the warehouse, including transportation selection. This offering must be available for online purchasing or ordering 24 hours a day. Vendors must provide a description of the implementation scope and timeline associated to the B2B implementation.

C-1 B2B Portal Desired High Level Capabilities

1. B2B Customer Ordering and Account Management – allows B2B customers to create an account, place orders, check orders, credit or debit on accounts; initiate payments and check payments, and view reports including order history; integrate payment with the NHSLC tokenization and encryption solution;
2. B2B Customer Account Support – allows account support team to manage and view B2B customers' orders and view reports around customer orders; allow account support teams to charge and refund and manage electronic payments and physical payments (checks), provide cross channel marketing integration; order approvals; order history; order sheets; replenishment cycles; contract/license terms; and the State authorizations;
3. B2B Partner Support – allows B2B partners to create an account; generate and run detailed reports for their account; view standard B2B Partner reports; and view inventory across stores and warehouse;
4. B2B Broker Support – allows ability of Brokers and industry partners to perform reporting, view orders for wholesale customers; upload bad debt payments; download consolidated bad debt customers; and upload product information, graphics etc.;
5. B2B License Management – allows the State to view and notify wholesale customers of expiring license and renewal date and cost; allows the State to not process an order from expired wholesale customer to the warehouse; and allows POS systems not to process orders from wholesale customers at the retail store;
6. B2B Inventory Management – allows the State to integrate the external warehouses inventory levels; process orders to warehouse; identify internal stock to be processed as a priority; and provide RMA and RMA receipt processing;
7. Administrative Users – provide the ability to set access levels and roles for B2B customers and the State staff and view detailed reports; modify profile changes; document management and wholesale advertising and email marketing services; allows the easy modification of products prices and



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descriptions; ability to provide billing; generate invoices; activate or deactivate a B2B partner based upon license details; merchandising; and marketing capabilities.

C-2 B2C e-Commerce Desired High Level Capabilities

1. B2C Customer Ordering and Account Management – allows B2C customers to create an account, place orders, check orders; save a profile and payment method; generate a password and renew a password; initiate payments by credit, debit or State issued SVC; and view reports including order history; integrate payment with the State tokenization and encryption solution; order single, multiple or cases of products; must calculate shipping costs by zip code and current UPS/FedEx rates; choose delivery method or pick up at store; allow categories and subcategories of merchandise with sort capabilities; allow countries and country region sorts;
2. B2C Customer Service Support – allows customer service team to manage and view B2C customers' orders cancel orders; provide cross channel marketing integration; order approvals; order history; send customer order or split and order to ship from store or warehouses for shipping;
3. B2C Marketing Support generate and run detailed reports for Business Information/Analytics that integrates into main reporting and dashboards; view standard category sales reports; view inventory across stores and warehouse; upload product information, graphics, etc.; ability to modify the prices by percentage or dollar value for e-Commerce offered products from retail store prices; loyalty management point collection, distribution, and availability to use points as a payment option; collect and use registered customer data for email marketing;
4. B2C Advertising Support generate and run detailed reports for Business Information/Analytics that integrates into main reporting and dashboards; upload detailed product information; images; rating and reviews; integration with mainstream social media; allow advertising graphics by category, sale items, promotions, provide pin pad terminal with advertising and promotions in multimedia displays
5. B2C Fulfillment Support – allows ability to perform reporting; receive orders; view orders for customers; send tracking information; delay, hold, terminate, cancel an order; attach gift card; generate shipping labels; shipping notification; send data to external Warehouse for fulfillment;
6. B2C Inventory Management – allows the State to integrate the internal and external warehouses inventory levels; process orders to warehouse; identify internal stock to be processed as a priority; provide RMA and RMA approval and receipt processing;
7. Administrative Users – provide the ability to set access levels for B2C customers and the State staff and view detailed reports; modify profile changes; document management and wholesale advertising and email marketing services; allows the easy modification of products prices and descriptions; ability to activate or deactivate an account; merchandising; and marketing capabilities.

Vendors must provide a detailed narrative to describe if and how they would support such an e-Commerce store and Portal, what functionality would be included, and all other functions and features available. Integration with the Headquarters, Warehouse and/or the outsourced Warehouse may be required. It is expected that the portals and ecommerce functionality will become part of an Omni-channel solution.



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APPENDIX D: PROJECT MANAGEMENT APPROACH

The State will evaluate the degree to which the project approach and reporting will serve the needs of the State. The State believes that effective communication and reporting are essential to the Project success.

As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the project. Vendor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State. Moreover, the State expects at a minimum the following:

D-1 Introductory Meeting

Participants will include Vendor key Project staff and State project team. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

D-2 Kickoff Meeting

The Vendor Project Manager will work with the State Program Manager to plan and facilitate a kickoff meeting comprised of State and Vendor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

D-3 Status Meetings

The State expects the Vendor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Implementation Plan. Participants will include, at a minimum, Vendor Project Manager and the State Program Manager. These meetings, which will be conducted at least weekly (except during the support and maintenance phase of the Project when they will be held monthly), will address overall Project status and any additional topics needed to remain on schedule and within budget. Status meetings will be on-site with online meetings at the discretion of the State.

D-4 Status Reports

Vendor shall submit Status Reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor's Project Manager will itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status as it relates to Implementation Plan, including a dashboard that shows the high-level status of key project activities, as well as tracking of risks and issues;
2. Status on Corrective Action Plan;
3. Status on Project related requests;
4. Deliverables status;



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5. Accomplishments during weeks being reported;
6. Planned activities for the upcoming weekly period;
7. Future activities; and
8. RACI and remedies in case of falling behind schedule.

The content of the Vendor's project Status Report will be used to develop the State's Status Report.

D-5 Work Plan & Implementation Plan

The Vendor must provide a high-level Work Plan as part of its proposal. The Vendor shall also provide an example of their Implementation Plan.

During the project the Vendor Project Manager must be prepared to review and update the Work Plan and Implementation Plan and be able to provide updates as needed at each Status Meeting.

D-6 Exit Meeting

Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project.

D-7 Change Orders

The State may make changes or revisions at any time by written Change Order. Within three (3) business days of a Vendor's receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Implementation Plan. Vendors will use the approved Change Order form issued by the State.

A Vendor may request a change within the scope of the System by written Change Order, identifying any impact on cost, the Schedule, or the Implementation Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

D-8 Deliverables

The Vendor shall provide the State with the deliverables and services in accordance with the time frames in the Work Plan. All deliverables shall be subject to the State's Acceptance as set forth in [Appendix G: Testing Requirements](#).

Upon its submission of a deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the deliverable. By unconditionally accepting a deliverable, the State reserves the right to reject any and all deliverables in the event the State detects any deficiency in the



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System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the deficiency, retest or review.

D-8.1 Written Deliverables Review

The State will review the written deliverables for an Acceptance Period of ten (10) business days after receiving written certification from the Vendor that the written deliverable is final, complete, and ready for review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a deliverable by the end of the ten (10) business day Review Period. If any deficiencies exist, the State will notify the Vendor in writing of the deficiency and the Vendor must correct the deficiency within five (5) business days of receiving notice from the State at no charge to the State.

Upon receipt of the corrected deliverable, the State will have five (5) business days to review the corrected Written Deliverable and will notify the Vendor in writing by the end of the five business day period of its acceptance or rejection thereof.

D-8.2 Software Deliverables Review

The State requires that an integrated and coherent approach to complete system testing, security review and testing, deficiency correction, acceptance, and training, and that warranty services be provided to ensure a successful Project.

In its Proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions made regarding the client resource efforts required during testing. After Vendor award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Implementation Plan (the first Project deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

The Vendor will frequently provide information and configuration details including change order configurations to the State's Software Configuration Management (SCM) prior to production use. Licenses and user names will be provided to the Vendor for such use.

D-8.3 Hardware Deliverables Review

The State requires an integrated approach to complete architectural design including system testing, security testing, deficiency correction, communications, acceptance and that maintenance and warranty services be provided to ensure a successful Project.



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In its Proposal, the Vendor is to include its proposed platform methodology and any assumptions made regarding the resource efforts required during implementation and testing. At a minimum the Vendor shall include Test, Development and Production environments in their proposal. After contract award, the Vendor will be required to customize its proposed architecture for front office, back office, datacenter, retail infrastructure and methodology to reflect the needs of the State and include the details of its methodology in the detailed Implementation.

The architecture plan should also incorporate applications and software requirements.

The Vendor will frequently provide asset disposition, information and configuration details including change order configurations to the State's Program Manager prior to production use.

D-8.4 Non-Software Deliverables Review

The State will review non-software deliverables to determine whether any deficiency exists and notify the Vendor in writing of its acceptance or non-acceptance of the Non-Software deliverable. The Vendor must correct the deficiencies within five (5) business days, or within the period identified in the Implementation Plan, as applicable. Following correction of the deficiency, the State will notify the Vendor in writing of its acceptance or rejection of the deliverable.

1. The Vendor must facilitate an on-site project kick-off meeting to be held within fourteen (14) calendar days of Vendor award or as agreed upon in writing by the State Project Sponsor;
2. The Vendor must attend Status Meetings to be held weekly during the set-up and deployment phase of the Project and monthly during the support and maintenance phase of the Project; and
3. The Vendor will prepare the meeting agenda, take meeting minutes and action items and shall distribute minutes of the meetings within 48 hours.



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APPENDIX E: IMPLEMENTATION APPROACH

The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach. The State seeks suggestions on an implementation approach for your organizations implementation.

E-1 Implementation Strategy

The Implementation Plan must describe to the State how the Vendor will implement the System. To assist the State in evaluation of the Implementation Plan the plan shall detail the approach for the following:

1. Identify timeframes for critical path, major milestones, including timing for discontinuing legacy Systems; the timeline should include data gathering, requirements; development, transition and the warranty periods;
2. Provide a listing of modules that constitute the proposed Software;
 - a. Identify modules that should be considered “core;”
 - b. Identify modules that are neither required nor proposed to satisfy State requirements;
 - c. Identify modules that may have added value to the State;
3. Provide general description of functionality contained in each module;
4. Identify the Implementation Plan used as a basis for the cost Proposal;
5. Identify technical preparation and system changeover activities;
6. Identify final testing, training and data conversion activities;
7. Address the barriers, risks and risk levels associated with the implementation;
8. Complete development of an implementation activities check list;
 - a. Document resolution of issues and associated dates;
 - b. Describe an implementation schedule; Pilot and Transition Schedules;
 - c. Include the process for developing a contingency plan for identifying, communicating, and resolving risks during implementation;
9. Describe all activities required in order to effectively implement, operate, maintain the system; and
10. Document plans for installation of all hardware and software including lane equipment.

E-2 Work & Implementation Plans

The State sees a Work Plan as essential to reaching a comprehensive understanding of a Vendor’s proposal. Consequently, the State may seek to refine the proposed Work Plan prior to contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into the contract.



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E-2.1 Vendor will submit a preliminary Work Plan in its Proposal. The Work Plan shall include, but not be limited to, a description of the schedule, major tasks, major milestones, and major dependencies and the project management method to be utilized.

E-2.2 An Implementation Plan will be due twenty-one (21) business days after the Effective Date. The Implementation Plan shall address resource allocations (both State and Vendor team members).

The Implementation Plan should reflect current project management best practices and be consistent with narratives on other topics. The software to be used to support the ongoing management of the Project should also be described.

1. Provide a preliminary Implementation Plan depicting tasks, task dependencies, Schedule, milestones, deliverables, and payment schedule. Define proposed, Written, Software Deliverables, and Non-Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Implementation Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
2. Identify all deliverables to be produced in the Project. Ensure that all deliverables and milestones are identified in the Implementation Plan. Identify and discuss the following:
3. Identify all best practices for the Implementation Plan;
4. Describe all assumptions upon which the Implementation Plan is based;
5. Provide roles by activity and time required for both State and Vendor members of the Project Team; Assignments of members of the Vendor's team identified by role to specific tasks;
6. Identify critical success factors for the Project; and
7. Explain how the State will know whether the Project is on Schedule and within budget.

The Vendor shall update the Implementation Plan as necessary, but no less than weekly to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, deliverables, acquisitions, milestones, tasks, resourcing and dependencies. Any updates to an approved Implementation Plan shall require the written approval of the State Program Manager.

Unless otherwise agreed in writing by the State, changes to the Work Plan or Implementation Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract, including but not limited to, performance in accordance with the Schedule.

In the event of a delay in the schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event the Vendor requires additional time to correct deficiencies, the Schedule shall not change unless previously agreed to in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its



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obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Implementation Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Vendor for default, at its discretion, if it is dissatisfied with the Vendor's Implementation Plan or elements within the Implementation Plan.

E-3 Caution on Critical Dates

Unless approved by the Project Sponsor, Vendors should consider the following:

1. Vendors should assume a project kick-off within 10 calendar days of contract award.
2. Vendors should assume that retail Store staff have limited availability.
3. Store deployment and training must occur between January 2 and May 1.
4. No retail store project related implementation or major change activities may take place between the "peak periods":
 - a. Between November 1 and January 2 of any year;
 - b. Labor Day Week;
 - c. July 4th Week
5. Vendors may not implement, deploy or provide major release updates to any system between during peak periods of any year unless it is deemed an emergency or approved by the Project Sponsor.
6. Vendors should assume that central office staff will have limited availability from June 1 to August 31.



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APPENDIX F: INTERFACES

The State currently exchanges data with many systems, agencies and partners. The State understands some of these data exchanges may no longer be needed with the new System but others may be required.

F-1 Integrated Data Exchange/Interfaces

These are examples of current data files that are exchanged with the State’s current systems.

Table F.1: Integrated Data Exchange/Interfaces

Source	Target system	Function	Frequency
Licensing (L2K)	MAPPER	Licensee information lookup	Hourly 24/7
RiTA	MAPPER	Credit - Gift card Transactions	Daily
NHFIRST (Lawson)	MAPPER	Licensee AR & Payment Information, GL Expenditures	Daily
Lottery (Intralot)	MAPPER	Sweeps & Lottery Information	Daily
Exel Outsourced Warehouse	MAPPER	Shipping & Purchasing Information	Hourly 24/7
Exel Outsourced Warehouse	MAPPER	Warehouse data Example: Breakage, Inventory, Supplier, License Shipping Instructions, Carrier, Receiving	Hourly 24/7
Mapper	Exel Outsourced Warehouse	Merchandise orders	X5 Daily
Mapper	Exel Outsourced Warehouse	Customer Merchandise orders	As requested
ICE / Mapper	MAPPER	Allowance Offers, Supplier Reports	As requested
Mapper	Website	Event Orders	As requested
Mapper	Exel Outsourced Warehouse	Product / Customer Information	Hourly 24-7
Mapper	WebWei	Product / Customer / Shipping Information	Hourly 24-7



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ICE / Mapper	Rita	Credit Card / Gift Card Sales	Immediate
Mapper	NABCA	License Management Data and Brand & Price Information	Daily/Weekly/Monthly
Mapper	NHFIRST (Lawson)	Gift Card, Credit Card, Sweeps, ACH, Invoices	As requested
Mapper	NHFIRST (Lawson)	Cost of Goods, Invoices	Daily
Mapper	Exel Outsourced Warehouse	Brand/Price/Promo Information	Daily
Mapper	Ice/Mapper	Spectra Data: Brand, Sales, Inventory	Daily
Mapper	Ice/Mapper	Broker/Vendor Data/Reports	Daily/Weekly/Monthly & As requested
Mapper	Ice/Mapper	Common Brand/Price Information	Daily/Weekly/Monthly & As requested
Mapper	ACR5000 POS	Product/Promo/Licensee Data	Daily
Mapper	Gift Card Ordering	RiTA	As requested
ICE / Mapper	RiTA	Credit Card / Gift Card Sales	Immediate
Shift4 Tokenization	Bank of America	Store Credit/Debit Card/SVC Tokenization	Immediate
Licensing (L2K)	TriTech IMC	Enforcement Management System	Daily
NH Lottery	ACR5000 POS	Lottery Sales and Rebates	Immediate
Golden Touch	NH FIRST	Time clock Information	Daily
Mapper	Wholesale Online Ordering	Product / Sales Information	Hourly
Mapper	Gift Card Ordering	Financial Data	As requested
Mapper	NHFIRST (Lawson)	Beer Excise Taxes	Daily
Mapper	License2000 (L2K)	License Management Data	Hourly
Alcohol Suppliers	Beer Excise	Non Payment Reports	Daily
Alcohol Suppliers		Excise Tax Reporting	Daily



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Please submit a written response discussing the proposed approach for their development.

1. What types of interfaces (import/export) or data file exchanges are possible with the proposed System?
2. Does the System support automated XML or EDI type interfaces for data export or import? (batch, online, etc.)
3. What data is available to other systems and how?
4. What data may be imported/updated from other systems and how?
5. What tools are provided with the System for the development of interfaces?
6. What programming languages and/or query languages are required for development of interfaces?
7. What scheduling tools are required for initiation of interfaces/batch data processing? Are these tools included with the proposed Software?
8. The system must be capable of batch processing for non-mission critical processes. Please describe what batch processing means for your Systems and which processes are likely to use this method.
9. Are there any constraints upon the timing of batch interfaces/batch data processing?
10. Does the System employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.



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APPENDIX G: TESTING REQUIREMENTS

The State will evaluate the quality of support the Vendor will supply to assist State testing staff throughout the testing phase of the project. The State understands the importance of effective testing prior to Go-Live to ensure the system is configured properly within minimal to no defects.

The State requires that the testing activities be represented both in terms of effort and duration. Vendors must disclose in their Proposals the scheduling assumptions used in regard to the client and State resource efforts during testing. The State expects that the vendor will perform testing utilizing industry standard testing methodologies.

The Vendor must perform testing activities that will include the following. Please provide examples of test cases:

Test Planning: The overall Test Plan will guide all testing. The Vendor will provide a Test Plan to be approved by the State which will include, at a minimum, identification, preparation, and documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

User Acceptance Test (UAT): The UAT demonstrates that the Vendor is ready to provide the system to the State for testing. The primary purpose of UAT is to validate that the user requirements, as defined in the System Requirements Specification Document, are met. State Users will verify the operability of the system, all functional areas and output data. System performance will also be evaluated against the performance requirements specified in the System Requirements Specification Document.

Security Testing: IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures, and controls covering such areas as identification, authentication, and non-repudiation.

Performance and Stress Testing: The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

All testing and acceptance addressed herein shall apply to testing the System. This shall include Test Planning and Preparation, Test Scenario development, data, and system preparation for testing, and execution of unit testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security review and testing, and support the State during user Acceptance Testing (UAT).

The State will commence its testing within five (5) business days of receiving Certification from the Vendor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing must be conducted by the State in an environment independent



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from the Vendor’s development environment. The Vendor must assist the State with testing in accordance with the Test Plan and the Implementation Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

IT Security involves all functions pertaining to the securing of State data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State’s hardware and software and its related data assets.

Table G.1: Service Components

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components.. Test procedures shall include vendor code analysis and review prior to production use. Production ready test procedures shall include a State supplied 3rd party Penetration Test (pen test) prior to approval to proceed.

Following are requirements for Penetration Testing:

1. Testing shall be based on industry-accepted penetration testing approaches (for example, [NIST SP800-115](#)).
2. Testing shall include coverage for the application-layer developed, configured, installed, managed, and supported by the vendor.



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3. In the event the solution is hosted by the vendor, it shall also include all network device and segmentation.
4. Testing shall include testing from both inside and outside the network.
5. Testing shall define application-layer penetration tests to include, at a minimum, the OWASP Top Ten vulnerabilities.
6. Testing shall define network-layer penetration tests to include components that support network functions as well as operating systems.
7. Testing shall include review and consideration of threats and vulnerabilities experienced in the last 12 months.
8. Exploitable vulnerabilities found during penetration testing must be corrected and testing must be repeated to verify the corrections.

Prior to the System being moved into production, the Vendor shall be provided results of all security and penetration testing results. Vendor remediation efforts may be required after penetration testing, and any [PCI-DSS Attestation](#) forms to the State shall be reviewed and accepted prior to full production release.



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APPENDIX H: TRAINING APPROACH

The Vendor will provide a State approved Training Approach Plan as part of their proposal which will include how the Vendor plans to meet the training needs listed below. The Vendor must conduct training to State staff or their business partners. Training can be a combination of instructor led and computer based depending on the audience. The Vendor and the State will work to define and determine the type of training each department or functional area will receive.

Please provide a written response to address the following staff training needs.

1. Retail Store Staff

Training must be provided for retail store staff.

- a. Each employee trained must receive interactive classroom and hands-on training on the POS register functions and must have the ability to be able to function appropriately.
- b. Written training materials must be provided and must adhere to the following provisions:
 - i. These training sessions must consist of classes spread around the State as approved by the State Program Manager, based on five geographical regions;
 - ii. The Pilot session must include a maximum of four individuals, to one (1) POS terminal to be provided by the Vendor. The State will provide dedicated training space; and
 - iii. Retail Staff breakdown is provided as an example of staffing levels only for training purposes but not all retail store staff may have to be trained by the Vendor:
 - Area Supervisors: 8 (FTE)
 - Store Managers: 139 (FTE)
 - Store Clerks: 151 (FTE)
1344 (PTE)
 - Store Laborers: 359 (PTE)

2. Functional Area Staff

Each functional area staff member must be provided training (sessions may run concurrently). Training for each staff member must be devoted to each of the business areas listed below. Additional hours must be devoted to reporting, Business Intelligence, B2C, B2B and other features:

- a. Financial Administration;
 - a. Managers (3 FTE)
 - b. Internal Audit (4 FTE);



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- c. Cash and Bank Management (4 FTE);
- d. Accounts Payable/Receivable (3 FTE)
- b. Sales, Marketing, and Merchandising;
 - a. Retail Operations Manager (1 FTE);
 - b. Retail Operations Supervisor (2 FTE);
 - c. Product Buyers (3 FTE);
 - d. Store Operations Administration (3 FTE);
 - e. Internal Warehouse (6 FTE);
- c. Enforcement
 - a. Managers (3 FTE);
 - b. License Management (3 FTE);
 - c. Field Investigators (23 FTE);
 - d. Auditing (3 FTE);
- d. Technology Services.
 - a. IT Manager (1 FTE);
 - b. Systems Support/Developers (5 FTE);
 - c. Desktop Support Technician (1.5 FTE);
 - d. Server Engineer (2 FTE);
 - e. Help Desk Analyst (4 FTE)

3. Information Technology Staff

- a. IT staff must be able to support each of the functional areas in the system; skill sets must be defined for a future solution; each Information Technology (IT) staff member must receive technical training for their support areas;
- b. Hours must be devoted to reporting, modifications, workflow, Business Intelligence interactions, B2B and B2C portals and capabilities to support the business needs of the State;
- c. Written detailed training materials must be provided for each business function supported by IT; and
- d. Work Instructions must be provided for each function supported by IT.

4. Pilot Stores

- a. For the Pilot stores, training must be completed no later than two (2) calendar days prior to the commencement of Pilot unless approved by the State Program Manager;



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- b. Vendor staff must be physically present at the Pilot location(s) as chosen by the State, for a full store day. Vendor staff is expected to be available for each store's full business day including openings, and closings to record potential changes to the training materials and modification of any Systems; and
- c. Store training materials must be updated prior to training for non-Pilot stores.



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APPENDIX I: DATA CONVERSION / MIGRATION PLAN

The State has a significant amount of data housed within existing applications. For the sustainability and continued accessibility of this data, the State must have access and or the ability to reference the data when the new System goes live.

Examples to approaches employed successfully in other Projects should be provided as a means of assisting the State in understanding the ability to meet this requirement.

I-1 Planning / Documentation

The Vendor must provide a detailed Data Conversion and Migration Plan for review and approval by the State. The plan should address a process and strategy for converting historical data from legacy systems into the new System. In addition to including data conversion rules, field mappings, as well as documentation of issues which may be encountered during the data conversation / migration.

Data migration will include but is not limited to invoice, sales, financial, marketing, brand management, and POS transactional data.

I-2 Pre Data Conversion Test

The Vendor must perform a Pre-Conversion test designed to verify that the conversion program is reliable and accurately reflect the source data through the review of random batches and ensures that the data conversion process completely imports the converted historical data. The Vendor must track pre-conversion test results in a Pre-Conversion Test Results Document that contains the statistics and outcomes from converting data. Once the Vendor certifies that the test is successful and the State approves the test results, the Vendor may perform the full conversion.

I-3 Data Conversion Execution

1. The Vendor must execute the Data Conversion Plan and perform all conversion activities. This will include running conversion programs; performing manual functions; performing quality control; identifying and correcting all errors, reporting on outcomes and converting data in preparation for system operation.
2. The Vendor must convert the historical data required by the State to the new System. This will be limited to file exports provided from the current system in CSV or other text formats. This conversion effort must include:
 - a. Where required, cleansing data from legacy systems for use in the proposed system;
 - b. Mapping to and populating the data store;
 - c. Verifying that the data is imported completely and accurately reflects the source data;
 - d. Establish rules to resolve data issues;
 - e. Verification that data is imported completely and accurately and reflects source data;
 - f. Develop a method to correct erroneous or incomplete data; and



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APPENDIX J: ENVIRONMENT

Vendors should specify what minimum hardware requirements are required for any software they propose. The State requires software that is agnostic of the hardware, and that will certify with future software or hardware.

J-1 Current Store Environment

For Vendors **reference only** the current retail stores are supported by the following Systems and Services.

1. Break/Fix Services are currently performed by a single service provider on all in-store technology, infrastructure and VoIP devices.
2. POS application services and support are currently provided by a single service provider.
3. Stores currently have wired Ethernet connections and no WiFi service exists at any store.
4. The State currently uses both right and left facing registers and will want hardware in the future that can be utilized on left or right hand lanes. For planning purposes Vendors should assume 270 lanes at 78 stores with the current breakdown of physical lanes including:
 - a. 60 tandem lanes
 - b. 10 "U" shaped lanes
 - c. 190 single lanes
 - d. 10 store warehouse (lanes) registers
5. At a minimum a store's POS hardware currently includes:
 - a. APC 1500 UPS at 1st Lane
 - b. G-Vision Touchscreen Monitor
 - c. Epson Thermal Receipt Printer
 - d. MMF Cash Drawer
 - e. MMF Cash Drawer Platform
 - f. VeriFone MX870 Credit Card Terminal (currently upgrading to MX915)
 - g. Cherry Keyboard with pointing device
 - h. NetGear unmanaged 5 port switch
 - i. 5 Ethernet Cables back to infrastructure switch
 - j. 1 Surge Protector
 - k. 1 External Lottery processing unit
6. At a minimum the current store's POS Infrastructure hardware contains:
 - a. APC UPS 1500 for Store Server
 - b. Lockable Sever Cabinet or IT Closet
 - c. T1 Communications Line
 - d. Cisco 1800 Series combination Router/Switch or Cisco 2900 Series Routers and Switches
7. At a minimum the current store's additional technology items include:



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- a. A manager PC and flat screen display running Windows 7 OS. Larger stores have 2 PC's.
 - b. A HP Laser OfficeJet 3010 MFP (mono)
 - c. VoIP Phone at manager station, inventory room and at each lane. Larger stores have 2 office phones.
 - d. Surveillance Systems
 - e. In store advertising display (in larger stores)
 - f. Honeywell Dolphin 9500 mobile computer (average of 260 total units)
8. The State intends that the Vendor will replace the hardware and software throughout the environment. Vendors do not need to provide store Credit Card Terminals, store switches, or store routers, as these are currently being upgraded by the State. Vendor will have to ensure that their System will fully integrate with such equipment.
9. Vendors do not need to provide a secure encryption and tokenization solution for merchant card processing as the State will have implemented a solution in 2015 but Vendor will have to ensure that their System will fully integrate with the Tokenization solution for processing of all credit card and SVC transactions.

J-2 Future Store Environment

1. The State intends that the Vendor will replace the hardware and software throughout the environment and that all components will be PCI compliant and security testing. Vendors need to consider costs, (hardware pricing, maintenance and software licensing fees etc.) for retail stores, back office, datacenter, hosting and web services.
2. Vendor must include an option for a mobile POS device. The NHSLC seeks a solution to a) lane busting and b) event POS. This solution has been determined to be limited to the top 10 stores.
3. Vendor must include store and in-house warehouse inventory scanners. The NHSLC seeks a replacement inventory scanner to the current Honeywell Dolphin 9500 Series mobile computer that will integrate well with the proposed Solution.
4. Vendor must include electronic shelf labels for the 5 largest (stocked) stores. The ESL's should work without electrical power; be available in varying sizes; be secure from unauthorized access; be sunlight readable; be water resistant and allow pricing to be updated from a central source integrated with the POS application. The 5 largest stores provide approximately 5000-6000 SKU's per store.
5. Vendor's solution should synchronize and consolidate data transfers or interfaces as much as possible leaving maintenance windows for support to be provided if systems need to be brought down.
6. Vendor's will be required to provide equipment, applications and services for any retail stores in the future;
7. Vendor's solution should identify the required configuration, standards and pricing for all components including providing:
 - a. An overall architecture diagram
 - b. A standard single store architecture diagram
 - c. A datacenter architecture diagram



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- d. A B2B and a B2C web architecture diagram
- e. A store POS hardware and software configuration pricing
- f. A store infrastructure hardware and software configuration pricing
- g. A datacenter hardware and software configuration pricing
- h. A service and support/maintenance contract pricing

J-3 Future Walk-In Center Environment

1. The State intends that the Vendor will provide POS hardware and software for a walk in customer at Headquarters and Enforcement to process license payments, renewals etc. Vendors need to consider costs, (hardware pricing, maintenance and software licensing fees etc.) for walk-in center, back office, datacenter, and hosting.
2. Alternatively Vendor may include an option for a mobile POS device for these areas. This solution has been determined to be limited to the 3 units for walk-in's .
3. Vendor's solution should synchronize and consolidate data transfers or interfaces as much as possible leaving maintenance windows for support to be provided if systems need to be brought down.
4. Vendor's will be required to provide equipment, applications and services for any additional hardware or software in the future;
5. Vendor's solution should identify the required configuration, standards and pricing for all components and may be included in the requirements in section J-2:

J-4 Datacenter Environment

1. Break/Fix Services are currently performed by multiple service providers for infrastructure devices and software applications;
2. POS application services and support are currently provided by a single service provider.
3. At a minimum the datacenters current cardholder environment contains:
 - i. Linux server
 - ii. Carrier Ethernet Service with head end at 150Mb
 - iii. Fairpoint Ethernet Cloud
 - iv. Cisco 3560
 - v. Cisco 4506
 - vi. Microsoft Windows 2008-2012 R2 Operating Systems
 - vii. VMWare
 - viii. Security Control Applications
 - ix. Server Monitoring



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- x. Datacenter UPS
- xi. Hewlett Packard Servers



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APPENDIX K: DASHBOARD AND REPORTING

Vendors need to complete due diligence on reporting and dashboard requirements for each functional area.

K-1 Dashboard

The State will evaluate whether the Dashboard capabilities will allow State staff to utilize the data visually.

The Vendor system will provide personalized Dashboards for each functional area.

1. Senior leadership need to be involved in the design of the system, and be provided opportunities during development to validate that the design is being realized. The intent of the dashboard is to provide a health check as a visual aid with supporting data availability in the background.
2. The dashboard must excel at the integration of information. Data that is fragmented across multiple systems today must be logically and intuitively related and accessible with just a few mouse clicks.
3. The indicators must be used to quickly focus the user on individuals or groups most needing attention.
4. The dashboard must provide summary information and listings for natural groupings of categories within a functional area (for example sales by category, lowest gross profit location, highest weekly sales, etc.).
5. Individuals absorb information in different ways. The dashboard must support various levels of tolerance for complexity by displaying the same information in different ways. The dashboard should allow for personalization to arrange components as a user sees fit.
6. The dashboard must be browser agnostic capable of running in any current generation browser used with UNIX, Windows or Apple operating systems.
7. At a minimum the dashboard must have the ability to produce Scorecards; Pareto Charts; Range Line; Radial Gauges; Column Charts; Pie Charts; Bar Charts; Line Charts; Stacked Area Charts; Bubble Charts; Mapping; that are easily modified or customized for the user group.
8. The dashboard and reporting tools must have the capability to connect to multiple data sources.
9. following dashboard data is required but may change:
 - a. Finance
 - i. Performance vs. Goal
 - ii. SVC Sales
 - iii. Sales Volume by Payment Method
 - iv. Gross Profit Rate
 - v. Net Profit Rate
 - b. Marketing & Sales



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- i. Special Promotions
 - ii. Brand Popularity
 - iii. Customer Demographics
 - iv. E-Commerce Cart Abandonment
 - v. Guest Demographics Reporting
 - vi. Net Sales by Category
 - vii. Warehouses Distribution by category, product, brand distributor, broker
 - viii. Sales by Store, B2B, B2C
 - ix. Sales by Payment Method
- c. Store Operations
 - i. Monitor daily sales activity by category, cashier, product and store
 - ii. Net Sales by Category
 - iii. Gross Profit by Category, and by Total Sales
 - iv. Gross Margin by Category, and by Total Sales
 - v. Employee Productivity
 - vi. Product Sales and Returns
- d. Retail Store Manager
 - i. Monitor sales activity by category, product and store
 - ii. Inventory level monitoring
 - iii. Trending
 - iv. Loyalty Conversion Rates
- e. Human Resources
 - i. New Hires; Separations
 - ii. Staff Turnover Rate
 - iii. Employee Performance
- f. Warehouse
 - i. Licensee Gross Sales by Type
 - ii. Licensee Gross Profit
 - iii. Inventory On Hand
 - iv. Breakage Product
- g. Licensing
 - i. Licensee Trending by Type
- h. Executive
 - i. Performance Against Plan
 - ii. Employee Performance
 - iii. Gross Profit
 - iv. Net Profit
 - v. Gross Margin
 - vi. Loyalty Program Retention Rate
 - vii. Customer Satisfaction Rate



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viii. Net Income Trending

K-2 Reporting / Query / Filtering

The State will evaluate whether the Systems can support the reporting requirements of the State. Standard and User reporting features should be available within the System. The report frequency will depend upon the business requirements but daily, weekly, monthly, quarterly, semi-annual and annual reports will be required for almost all functional areas.

Please submit a written response discussing the proposed approach for dashboards and reporting.

K-2.1 General Querying and Reporting

1. How are end-users and administrators authenticated to your product? How do end-users and administrators gain access to reports, datasets, etc. (e.g., via roles)?
2. Please fully describe how reports and data are protected from unauthorized users.
3. Please fully describe how your product scales one or more orders of magnitude (i.e., how your product supports a substantial increase in data size, the frequency and complexity of end-user queries).
4. How is performance measured within your product? Are such measures available to tool administrators? If so, how?
5. How does your product protect against “runaway queries” in which a query causes system resources to be fully consumed? Does your product support the use of upper-bound time limits on the amount of time a query executes? If so, can end-users establish their own time limits?
6. Does your product include training aids such as online tutorials, etc.?
7. Please list all systems and tools that your product successfully integrates with (e.g., ETL tools, Microsoft Excel, Microsoft Access, Oracle RDBMS), including the level of integration. Also describe how such integrations have been verified (e.g., via a well-defined certification process?).
8. Please list the data export formats that your product supports (e.g., tsv/csv, Microsoft Excel, XML, HTML, proprietary format).

K-2.2 On-Demand Querying and Reporting

1. Describe the types of graphical views your product supports (e.g., pie charts, line graphs, bar graphs). Also describe how such graphs may be customized by end-users, including resizing, embedding trend lines, re-angling (i.e., for 3-dimensional views), preparing a print-ready graph, specifying a legend, title, axis labels, fonts, color schemes, etc.
2. Can end-users filter or drill down directly via the graphical display (e.g., click on a wedge of a pie chart to obtain more detailed information)?
3. Can end-users easily toggle between a flat data-only view and a graphical view?
4. Can end-users combine several rows into one row (i.e., group the data) and assign their own data label to that new group?



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5. Can end-users sort/pivot data locally without initiating a new query against the underlying database(s)?
6. To what extent can end-users work with data offline (e.g., while on a laptop off the network, when the source database is unavailable)?
7. To what extent is or can Microsoft Office 2010 or above be integrated into your System?
8. Can end-users view report configuration details, including filters, hidden sections, etc.?

K-2.3 Managed Automated Reporting

Address the following questions and statements regarding automated report generation and distribution:

1. Can data elements be automatically highlighted (via font, weight, color changes) based on user-defined criteria (e.g., show data field in red when value exceeds \$50,000; show data field in blue when value falls below 30%)?
2. Describe how your product is used to schedule the production and distribution of managed reports. How are reports distributed to end-users?
3. Describe how end-users schedule their own reports.
4. Is drill-down and drill-across functionality available to end-users when viewing automatically generated reports?
5. Can end-users customize an automatically generated report (add/delete columns, etc.)? Can end-users save such changes for future report generations?
6. Can the report generation process take input parameters such as static values, variables, results of a SQL statement, etc.? Is the number of parameters static or can additional logic be configured (e.g., via if-then-else clauses)?
7. Is automated or batch reporting processing supported?

K-2.4 Data Analysis

Address the following questions and statements regarding data analysis:

1. Describe the statistical analysis functions that your product supports (linear regression, strength of relationships, correlations, etc.).
2. Does your product have the ability to detect or discover trends in the data? If so, how is such trend discovery configured? What actions can your product perform given such discoveries (send an email, alert a pager, etc.)?
3. Can your product perform what-if analyses and other such forecasting methods? If so, please describe.



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APPENDIX L: PCI ATTESTATION

Instructions for Submission

The Qualified Security Assessor (QSA) and Service Provider must complete this document as a declaration of the Service Provider's compliance status with the Payment Card Industry Data Security Standard (PCI DSS). Complete all applicable sections and submit to the requesting payment brand.

Part 1. Service Provider and Qualified Security Assessor Information					
Service Provider Organization Information					
Company Name:		DBA(s):			
Contact Name:		Title:			
Telephone:		E-mail:			
Business Address:		City:			
State/Province:		Country:		Zip:	
URL:					
Qualified Security Assessor Company Information					
Company Name:					
Lead QSA Contact Name:		Title:			
Telephone:		E-mail:			
Business Address:		City:			
State/Province:		Country:		Zip:	
URL:					

Part 2 PCI DSS Assessment Information		
Part 2a. Services Provided that WERE INCLUDED in the Scope of the PCI DSS Assessment (check all that apply)		
<input type="checkbox"/> Payment Processing-POS	<input type="checkbox"/> Tax/Government Payments	<input type="checkbox"/> Fraud and Chargeback Services
<input type="checkbox"/> Payment Processing-Internet	<input type="checkbox"/> Payment Processing – ATM	<input type="checkbox"/> Payment Processing – MOTO
<input type="checkbox"/> Issuer Processing	<input type="checkbox"/> Payment Gateway/Switch	<input type="checkbox"/> Clearing and Settlement
<input type="checkbox"/> Account Management	<input type="checkbox"/> 3-D Secure Hosting Provider	<input type="checkbox"/> Loyalty Programs
<input type="checkbox"/> Back Office Services	<input type="checkbox"/> Prepaid Services	<input type="checkbox"/> Merchant Services
<input type="checkbox"/> Hosting Provider – Web	<input type="checkbox"/> Managed Services	<input type="checkbox"/> Billing Management
<input type="checkbox"/> Network Provider/Transmitter	<input type="checkbox"/> Hosting Provider – Hardware	<input type="checkbox"/>
<input type="checkbox"/> Records Management	<input type="checkbox"/> Data Preparation	<input type="checkbox"/>
<input type="checkbox"/> Others (please specify):		
List facilities and locations included in PCI DSS review:		
Part 2b. Relationships		
Does your company have a relationship with one or more third-party service providers (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc.)? <input type="checkbox"/> Yes <input type="checkbox"/> No		



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Part 2c. Transaction Processing

How and in what capacity does your business store, process and/or transmit cardholder data?

Please provide the following information regarding the Payment Applications your organization uses:

Payment Application in Use Version Number Last Validated according to PABP/PA-DSS

Part 3. PCI DSS Validation

Based on the results noted in the Report on Compliance ("ROC") dated *(date of ROC)*, *(QSA Name)* asserts the following compliance status for the entity identified in Part 2 of this document as of *(date)* (check one):

- Compliant:** All requirements in the ROC are marked "in place¹," and a passing scan has been completed by the PCI SSC Approved Scanning Vendor *(ASV Name)* thereby *(Service Provider Name)* has demonstrated full compliance with the PCI DSS *(insert version number)*.
- Non-Compliant:** Some requirements in the ROC are marked "not in place," resulting in an overall **NON-COMPLIANT** rating, or a passing scan has not been completed by a PCI SSC Approved Scanning Vendor, thereby *(Service Provider Name)* has not demonstrated full compliance with the PCI DSS.
Target Date for Compliance:
An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

QSA and Service Provider confirm:

- The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures*, Version *(insert version number)*, and was completed according to the instructions therein.
- All information within the above-referenced ROC and in this attestation fairly represents the results of the assessment in all material respects.
- The Service Provider has read the PCI DSS and recognizes that they must maintain full PCI DSS compliance at all times.
- No evidence of magnetic stripe (that is, track) data², CAV2, CVC2, CID, or CVV2 data³, or PIN data⁴ storage after transaction authorization was found on ANY systems reviewed during this assessment.

Part 3b. QSA and Service Provider Acknowledgments

Signature of Service Provider Executive Officer ↑	Date:
Service Provider Executive Officer Name:	Title:
Signature of Lead QSA ↑	Date:
Lead QSA Name:	Title:

¹ "In place" results should include compensating controls reviewed by the QSA. If compensating controls are determined to sufficiently mitigate the risk associated with the requirement, the QSA should mark the requirement as "in place."
² Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full magnetic stripe data after transaction authorization. The only elements of track data that may be retained are account number, expiration date, and name.
³ The three- or four-digit value printed on the signature panel or face of a payment card used to verify card-not-present transactions.
⁴ Personal Identification Number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.



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Part 4. Action Plan for Non-Compliant Status

Please select the appropriate “Compliance Status” for each requirement. If you answer “No” to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. *Check with the payment brand(s) before completing Part 4 since not all payment brands require this section.*

PCI Requirement	Description	Compliance Status (Select One)	Remediation Date and Actions (if Compliance Status is “No”)
1	Install and maintain a firewall configuration to protect cardholder data.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Do not use vendor-supplied defaults for system passwords and other security parameters.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Protect stored cardholder data.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Encrypt transmission of cardholder data across open, public networks.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Use and regularly update anti-virus software.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Develop and maintain secure systems and applications.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Restrict access to cardholder data by business need to know.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Assign a unique ID to each person with computer access.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Restrict physical access to cardholder data.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	Track and monitor all access to network resources and cardholder data.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11	Regularly test security systems and processes.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12	Maintain a policy that addresses information security.	<input type="checkbox"/> Yes <input type="checkbox"/> No	





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APPENDIX M: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

M-1 Corporate Qualifications

Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used and their scope of work. The Vendor submitting a Proposal to this Project must provide the following information:

M-1.1 Corporate Overview

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of project implementation and experience in New Hampshire.

M-1.2 Financial Strength

Provide at least three (3) years of audited financial statements. Financial information will not be shared and is protected under FOIA.

M-1.3 Litigation

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

M-1.4 Prior Project Descriptions

Components that constitute the Vendor's proposed Software suite must be fully implemented and operational in clients comparable in size and complexity to the State of New Hampshire. All proposed hardware must have been deployed to clients similar in size to that of the State. In addition to the foregoing, the State of New Hampshire requests that up to three (3) government clients that have used similar services of the Vendor be listed in the vendor's response.

Provide descriptions of no more than three (3) similar projects completed in the last five (5) years. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed Project schedule and actual project schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire project that participated in the project described.

M-1.5 Subcontractor Information



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Vendors must provide information on any Subcontractors proposed to work on this Project as described in Section 1.12 Subcontractors. Required information shall include but not be limited to:

1. Identification of the proposed Subcontractors and a description of the major business areas of the firm and their proposed role on the Project;
2. A high-level description of the Subcontractor's organization and staff size;
3. Discussion of the Subcontractor's experience with this type of project;
4. A description of key personnel and the services/roles they will provide; and
5. Two references from companies or organizations where they performed similar services (if requested by the State).

M-2 Proposed Project Team

Vendor preferred key personnel for this Project are a minimum one (1) Project Manager, one (1) Conversion/Database Specialist, one (1) Business Analyst, one (1) Technical Analyst, one (1) web developer, and one (1) Training Specialist. These preferred key functional positions should comprise the selected Vendor's core team; others may be added as advised by the Vendor. No subsequent substitutions may be made to the key personnel designated in the Vendor's proposal made in response to this RFP without the prior approval of the State.

The Vendor Project Manager will have overall Project responsibility for all Vendor Project Management and development staff and their activities. The Vendor Project Manager will work closely with members of the State Project Management team.

It is essential that each of the Vendor's resources proposed possess the qualifications and experience required. The Vendor Project Manager should have had significant responsibility for managing projects similar in size, scope and complexity preferably within a government agency. The intention of the following table is to define the roles and responsibilities the State is expecting, rather than the discreet number or functions of individuals.

For the purpose of evaluation, the Vendor team is permitted to propose Subcontractor staff. It is highly recommended all Key Personnel are present at the time of oral presentations.



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Table M.1: Proposed Project Team Qualifications

Key Personnel	Qualifications
Project Manager	<ul style="list-style-type: none"> • Minimum five (5) years of IT experience, Project Management experience on complex retail systems. • Responsibilities must have included working with business areas to define business requirements, gap analysis, current state analysis and future state design. • Responsibilities must have included creating detailed project documentation including requirements documents and risk management and mitigation. • The Project Manager must have had significant responsibility for a project similar in size, functionality and scope. • The Project Manager must be assigned as a regular fulltime employee assigned to the project initiating at the onset of approved Vendor date and throughout Implementation. • Experience managing B2B and B2C software development and delivery.
Database Specialist	<ul style="list-style-type: none"> • Minimum of three (3) years' experience as Conversion/Database Specialist associated with a late generation retail enterprise solution and inventory management projects with experience in secure coding and system administration.
Technical Analyst	<ul style="list-style-type: none"> • Minimum of three (3) years' experience as a Technical Analyst associated with a late generation retail enterprise solution and inventory management projects. • Experience in technical business analysis.
Business Analyst	<ul style="list-style-type: none"> • Minimum of four (4) years' experience as a Business Analyst associated with a late generation retail enterprise solution and inventory management projects. • Experience in data analysis and current state and future state design.
Training Specialist	<ul style="list-style-type: none"> • Minimum of two (2) years' experience as a Training Specialist associated with large scale projects.
Web Developer	<ul style="list-style-type: none"> • Minimum of three (3) years' experience as a Web Development Specialist associated with large scale projects with experience in secure coding and system administration. • Ability to discuss design and implement software and design architecture. • Support integration points and system administrator tasks and processes. • Ability to implement business requirements based upon future state design.



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M-3 Key Vendor staff

M-3.1 Project Team Organization

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes the following areas:

1. Project Management
2. Performing Business Analysis
3. Performing Technical Analysis
4. Retail Industry Systems
5. Point of Sale Systems
6. Data Conversion
7. Testing
8. Large Scale Implementations

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include but not be limited to at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make authoritative and binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at a State work site as needed.

The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. Vendor staff may have to complete the NHSLC PCI Awareness training documents. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background checks. The NHSLC also reserves the right to require removal or reassignment of the Vendor's Project Staff found unacceptable to the State.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Vendor, at its discretion, if it is dissatisfied with the Vendor's replacement Project Staff.

The Vendor shall not change Key Project Staff and Project Manager's commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death,



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termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

M-3.2 Candidate for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

The State requires that the Project Manager be assigned full time, preferably on site as the State requires for the duration of the Project. For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

1. The candidate's educational background;
2. An overview of the candidate's work history;
3. The candidate's project experience, including project type, project role and duration of the assignment;
4. Any significant certifications held by or honors awarded to the candidate; and
5. At least three (3) references, with contact information, that can attest to the candidate's performance on past projects.

M-3.3 Candidates for Key Vendor Staff Roles

Provide a resume not to exceed one (1) page for each key Vendor staff position on the Project Team. Each resume should address the following:

1. The individual's educational background;
2. An overview of the individual's work history;
3. The individual's project experience, including project type, project role and duration of the assignment; and
4. Any significant certifications held by or honors awarded to the candidate.



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APPENDIX N: PRICING WORKSHEETS

The State understands the importance of cost associated to this project. To properly evaluate the cost of this proposal the Vendor must complete all tabs included in the separate *Appendix N - Pricing Workbook.xls* document. If appropriate, create additional rows for additional products or services without changing the format of the template.

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Explanation for each tab section is listed below.

N-1 Project Deliverables Hours and Pricing Worksheet

The Vendor must include, within the Firm Fixed Price Proposal for all project related activities the number of proposed hours, finish date and not to exceed cost.

N-2 Project Staff Hourly Rates Resources, Hours & Rates Tab

The Vendor must include the Proposed Staff Hourly Rate for all staff on the Vendor Project team beginning January 1, for the period of the contract award.

N-3 Project Staff Positions Resources, Hours & Rates Tab

The Vendor must include the Proposed Vendor Staff Position and Resource Hours for each individual throughout the project life cycle. Individual names must be provided for those in designated for key roles, but titles are sufficient for others. Information is required for each phase of the project (Initiation, Configuration, Implementation, and Project Close Out).

N-4 Hardware Cost Project Needs

Vendor should include the Per Unit Cost for each item listed, total cost and a description. Description should include the name, brand, model and other explanations as necessary.

N-5 Software License & Maintenance Fees

Vendor should include all software license fees, including maintenance on all proposed solutions. Vendor should include the Per Unit Cost for each item listed, total cost and a description. Description should include the name, manufacturer, license types and other explanations as necessary.

N-6 Service & Support

Vendor should include Service and Support costs in all proposed solutions

N-7 Professional Services

Vendor should include professional services costs in all proposed solutions.



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APPENDIX O: SERVICE LEVEL AGREEMENTS

The State will use Service Level Agreements (SLA) and Key Performance Indicators (KPI) for the duration of the project including post implementation support and maintenance.

O-1 Penalty

Each SLA is measurable and associated with a financial penalty. The penalty is a deduction from the Vendor's total monthly invoice expressed as a percentage of the agreed-upon fee for the month in which a particular SLA was not met.

O-2 Project Reporting

The following processes will be used in order to manage the Contract agreement:

O-2.1 Project Weekly Status Report

A weekly project status meeting will occur with associated project team members. The Vendor will provide the State with a weekly status report that gives an overall summary of the following:

- a. Project health;
- b. On-going activities;
- c. Completed tasks;
- d. Upcoming milestones and releases;
- e. Bug fixes;
- f. Risk identification and mitigation plan; and
- g. Action items across different functional or application areas.

O-2.2 Project Monthly Review Meeting

A monthly review meeting with the projects senior leadership teams will occur separately to a weekly project status meeting. Metrics will be tracked by Vendor, summarized in a dashboard format, and discussed in a monthly meeting. This activity includes the following:

- a. Tracking unresolved issues from maintenance projects which impact the SLA;
- b. Updating maintenance project progress and resolving critical issues; and
- c. Capturing agreements and disagreements and items needing escalation.

O-2.3 Project Quarterly Review Meeting

A quarterly review meeting with the project executive teams will include the following:

- a. The Service Level Agreement will be reviewed with the Project Sponsor and an amendment addendum will be created if required;
- b. Review process will be through teleconference or face-to-face meeting session which will be scheduled in advance; and
- c. Review document prepared by Vendor will include overall project status, RAID, metrics reporting, supporting reasons for metrics deviation, and items that need adjustment within SLA, KPI or other items (scope, metrics, etc.).



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O-2.4 Project Service Levels

Table O.1: Project Service Levels

Type	Measurement	Penalty
Weekly Status Report	Delivered at not less than seven calendar day intervals	5% of monthly invoice or \$5000.00 whichever is greater
Monthly Status Report	Delivered at monthly intervals and not less than two business days before scheduled review meeting	5% of monthly invoice or \$5000.00 whichever is greater
Quarterly Status Report	Delivered at quarterly intervals and not less than three business days before scheduled review meeting	10% of monthly invoice or \$10,000.00 whichever is greater
Deliverables Met	Each deliverable will have an agreed deadline, which may be extended in duly justified circumstances. A deliverable is on time if its delivery date matches its due date. Delays are counted in whole days, irrespective of time of the day.	2% of monthly invoice or \$2000.00 per day whichever is greater until deliverable completed

O-3 Post Implementation User Support and Problem Correction

The following procedures will be used to respond to problems that are received by the help desk. A problem is defined as an unplanned system event which adversely affects application processing or application deliverables.

O-3.1 Incident Requests

Incident Requests for problems received by the Vendor help desk will be given a Severity Code from 1 – 4 based on how important responding to the problem is to the primary business of the NHSLC as a whole, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request. Critical, important, and supportive functions are defined in the section below.

Table O.2: Incident Requests

Severity Code	Description	Example
1	A critical application function is unusable or unavailable and no workaround exists.	POS store server does not turn on or boot up properly Or B2B customers cannot pay using credit or debit card



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2	A problem has made a critical application function unusable or unavailable but a workaround exists. or A problem has made an important application function unusable or unavailable and no workaround exists.	POS Printer not working, POS Software does not recognize hardware, inability to print. or Scanners or manual SKU entry are not recognized in the POS register
3	A problem has diminished critical or important application functionality or performance but the functionality still performs as specified in the user documentation.	Terminal cannot read EMV reader but mag swipe does work.
4	A problem has diminished supportive application functionality or performance.	User needs help but not immediately. General requests for setup such as; new store, store move, feature changes, relocation, adding / changing service.

O-3.2 Response and Resolution Times

Table O.3: Response Times

Severity Code	Initial Response	Estimation Response	Subsequent Responses	Expected Resolution
1	5 minutes	1 hour	Every 30 min.	4 hours
2	30 minutes	2 hours	Every 2 hours	8 hours
3	1 hour	8 hours	Every 4 hours	1 calendar days
4	1 hour	Next business day	Weekly	4 calendar days

- **Initial Response** is when an Incident Request ticket is opened and acknowledged by Vendor help desk staff.
- **Estimation Response** is when the user that logged the ticket is informed of an estimated resolution time.
- **Subsequent Responses** is the frequency with which the user that logged the ticket is updated on the resolution status.
- **Resolution** is the point at which the problem is expected to be resolved and the application function is returned to a usable and available state.

O-3.3 Response and Resolution Service Levels

Table O.4: Response and Resolution Service Levels

Type	Measurement	Penalty
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Type	Measurement	Penalty
Severity 1 Resolution	All Severity 1 problems are resolved in less than 2 hours.	NA
	One or more Severity 1 problems are resolved in over 4 hours.	10% of monthly fees
Severity 2 Resolution	Less than 95% of Severity 2 problems are resolved in 8 hours.	10% of monthly fees
Severity 3 Resolution	Less than 95% of Severity 3 problems are resolved in 4 calendar days.	5% of monthly fees
Severity 4 Resolution	Less than 95% of Severity 4 problems are resolved in 20 calendar days.	5% of monthly fees
Response/Estimate	Less than 95% of Initial Response, Estimation Response, and Subsequent Response times are met.	5% of monthly fees
End user satisfaction	More than 95% of completed scores on problem resolution satisfaction survey have a rating of satisfied or very satisfied.	5% of monthly fees
	Less than 80% of completed scores on problem resolution satisfaction survey have a rating of satisfied or very satisfied.	10% of monthly fees
Maximum Problem Backlog	There are always less than 20 unresolved problems.	5% of monthly fees
Maximum Problem Aging	No problem is older than 30 days.	5% of monthly fees

- **End user satisfaction** is the rating provided by end users after the problem they logged is resolved; Vendors are required to send a satisfaction survey to the originating end user after resolution and the ticket is closed;
- **Problem backlog** is the maximum number of unresolved problems; and
- **Problem aging** tracks unresolved problems older than 30 days.

O-4 Post Implementation Application Availability

Availability is defined as the ability of an end user to access and execute any of the included application functions from a functioning workstation and live network connection. For an application to be available, all of its supporting systems must be operational.

Table O.5: Post Implementation Application Availability

Application Level	Business Hour Availability	Off-Hour Availability	Scheduled Down-Time



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Application Level	Business Hour Availability	Off-Hour Availability	Scheduled Down-Time
Definition	<i>Reference Deliverables and Costs Workbook</i> Store Name, Location & Hours		TBD
Critical	99.99%	99.99%	TBD
Important	99%	98%	TBD
Supportive	98%	98%	TBD

Any additional outages must be scheduled and approved by the NHSLC at least two weeks in advance, unless there is an emergency.

Following are Application Availability Service Levels:

Table O.6: Application Availability Service Levels

Type	Measurement	Penalty
Critical Application Availability	Availability exceeds 99.9% every day in a 1 month period.	10% of monthly fees
	Availability falls below 99.9% for more than 2 days of the month during regular business hours.	10% of monthly fees
Important Application Availability	Availability falls below 99% for more than 2 days of the month during regular business hours.	10% of monthly fees
Supportive Application Availability	Availability falls below 98% for more than 2 days of the month during regular business hours.	5% of monthly fees

O-5 Post Implementation Application Enhancement

Application enhancement projects involve functional enhancements made to a properly working application to accommodate new or changed user requirements. Examples include increasing an application’s performance, enhancing or creating a user interface, or optimizing code.

Application enhancements can be requested by the State or proposed by Vendor. The State will prioritize the order in which enhancements are performed.

O-6 Post Implementation Project Management

The Vendor is expected to manage application enhancement projects or requests in a structured, organized, and cost effective manner.

Measurement period for project management SLAs is either the entire project span or the milestone completion span.



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Following are project management service levels:

Table O.7: Post Implementation Project Management

Type	Measurement	Penalty
Project Delivery	Total elapsed days until delivery is more than 20% greater than planned.	10% of the amount invoiced for the project.
	Total elapsed days until delivery is 20% less than planned.	NA
	Vendor provides project delivery documentation later than 1 week .	5% of the amount invoiced for the project.
Project Budget for Time and Material Based Projects	Total billed hours for the project are more than 10% greater than the planned hours.	10% of invoiced hours for the project multiplied by the average hourly billing rate for such hours.
	Total billed hours for the project are less than 80% of the planned hours.	NA
Project Milestones	Total elapsed days until milestone completion is 20% less than planned.	NA
	Total elapsed days until milestone completion is more than 20% greater than planned.	10% of invoiced hours for the milestone task multiplied by the average hourly billing rate for such hours.
Project Outcomes	Total elapsed days from the start to the end of project are greater than planned. or Functionality planned for a project is not delivered or documented.	15% of the amount invoiced for the project.
Documentation Deliverables	Vendor provides documentation later than 1 week after user acceptance testing is completed.	5% of the amount invoiced for the project.

O-7 Post Implementation Software Application Quality

The Vendor will apply appropriate process and practices in order to deliver high quality software to the State containing as few defects as is practical. Defects can include software bugs (*e.g.*, errors or faults in source code or design that cause an application to produce an unexpected result) and/or software that is made up of working code but does not meet the initial requirements outlined by State and described in the functional specifications.

Following are software quality service levels:

Table O.8: Post Implementation Software Application Quality



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Type	Measurement	Penalty
Success Rate at User Acceptance Test	More than 95% of user acceptance test cases in this month pass on the first execution.	NA
	Less than 80% of user acceptance test cases in this month pass on the first execution.	20% of monthly fees
Number of Severity 1 problems post production	There is no increase in the number of Severity 1 problems for 30 days after release to production	NA
	There is more than a 15% increase in the number of Severity 1 problems for 30 days after release to production	15% of the amount invoiced for the project.
Number of Severity 2 problems post production	There is no increase in the number of Severity 2 problems for 30 days after release to production.	NA
	There is more than a 15% increase in the number of Severity 2 problems for 30 days after release to production	10% of the amount invoiced for the project.
Number of Severity 3 problems post production	There is more than a 20% increase in the number of Severity 3 problems for 30 days after release to production.	10% of the amount invoiced for the project.
End user satisfaction	Less than 80% of completed scores on application enhancement satisfaction surveys have a rating of satisfied or very satisfied.	10% of the amount invoiced for the project.

O-8 Key Performance Indicators – Retail Environment Support Services

The Key Performance Indicators will apply upon the 30 day period after the Warranty Period ends. The Vendor will report KPI's for a recurring 12 month period. KPI reports will be provided by the Vendor to the State by the 11th of the following month.

- MEAN-TIME-TO-REPAIR (MTTR): Elapsed time to repair a configuration item or service;
- Mean-Time-To-Restore-Service (MTRS): elapsed time from the detection of an incident until it is restored;
- Number of incidents per priority, impact, urgency;
- Number of incidents per type and category „
- Number of incidents per person (i.e. top ten incidents per user);
- Number of incidents per type and category „



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- The size and date range (<30, >30, >60, >90) of the backlog of unresolved incidents;
- Number and type of reoccurring incidents



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APPENDIX P: VENDOR INQUIRY PERIOD QUESTIONS

Vendors need to complete and submit questions using the template provided in *Appendix P – Vendor Inquiry Period Questions.XLSX* for the inquiry period as noted in the schedule of events.

“Q” shall denote a Vendor question; “A” shall denote a State provided answer.



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APPENDIX Q: CERTIFICATES

VENDORS NEED TO SUBMIT ONLY WHEN AND IF AWARDED

Q-1 Certificate of Good Standing

As a condition of Vendor award, the Vendor, if required by Law, must furnish a Certificate of Authority/Good Standing dated after May 1, 2015 or as requested, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State Annex House
25 Capital Street
Concord, New Hampshire
Phone (603) 271 - 3244

If your company is registered, a certification thereof may be obtained from the Secretary of State.

Note: Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a Vendor.

Q-2 Certificate of Authority/Vote

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an agreement or amendment with the State of New Hampshire. This ensures that the person signing the agreement is authorized as of the date he or she is signing it to enter into agreements for that organization with the State of New Hampshire

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs, must match the date the Board officer signs.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the agreement signatory to enter into agreements and amendments with the State of New Hampshire as of the date they sign.

CERTIFICATE OF AUTHORITY/VOTE CHECKLIST SOURCE OF AUTHORITY

Authority must come from the **governing body**, either:

1. A **majority** voted at a meeting, or
2. The **body** provided unanimous consent in writing, or
3. The organization's **policy or governing document** (by Laws, partnership agreement, LLC operating agreement) authorizes the person to sign.

SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED



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Certificate must show that the person signing for the Vendor **had authority when they signed the Agreement or Amendment**, either:

1. Authority was **granted the same day** as the day the Agreement or Amendment was signed, or
2. Authority was **granted after** the day the agreement or amendment was signed and the governing body ratifies and accepts the earlier execution, or
3. Authority was **granted prior** to the day the agreement or amendment was signed and it has not been amended or repealed as of the day the Vendor was signed.

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the **sole director** (for corps) or **sole member** (for LLCs).

Subject: _____



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APPENDIX R: STORE LISTINGS

Appendix R – Store Listings.xlsx contains opening and closing hours for the winter period for planning purposes. Summer period hours will be made available at a later date.

A “Cluster” is a sales territory; stores have a store identifier (store number) noted, address, and opening hours by day.



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APPENDIX S: TERMS & CONDITIONS

[DRAFT EXAMPLE. DO NOT SUBMIT WITH PROPOSAL](#)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name State Liquor Commission		1.2 State Agency Address 50 Storrs, Street, PO Box 503, Concord NH 03301	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Vendor Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor Signatory	
1.13 Acknowledgement: State of _____, _____ County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		1.13.2 Name and Title of Notary or Justice of the Peace	
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED

The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages Vendor identified in block 1.3 (“Vendor”) to perform, and the Vendor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement (“Effective Date”).

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

4. CONDITIONAL NATURE OF AGREEMENT

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

5. VENDOR PRICE/PRICE LIMITATION/ PAYMENT

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

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



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

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

6. COMPLIANCE BY VENDOR WITH LAW AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, Laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity Laws. In addition, the Vendor shall comply with all applicable copyright Laws.

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

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

7. PERSONNEL

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

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



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8. EVENT OF DEFAULT/REMEDIES

8.1 Any one or more of the following acts or omissions of the Vendor 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Vendor notice of termination;

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

8.2.3 set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Treat the Agreement as breached and pursue any of its remedies at Law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing Law. Disclosure of data requires prior written approval of the State.



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10. TERMINATION

In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the State Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the Vendor price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. VENDOR'S RELATION TO THE STATE

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTORS.

The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State of New Hampshire. None of the Services shall be subcontracted by the Vendor without the prior written consent of the State

13. INDEMNIFICATION

The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE

14.1 The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 Fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.



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14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Vendor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

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

15.2 To the extent the Vendor is subject to the requirements of [N.H. RSA chapter 281-A](#), Vendor shall maintain, and require any Subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in [N.H. RSA chapter 281-A](#) and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any Subcontractor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation Laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH

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

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement shall be construed in accordance with the Laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES

The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS

The State may include contingency funding up to but not to exceed twenty percent (20%) of the cost of the projects total proposed cost or as approved by the State. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY

In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal Law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



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APPENDIX T: GLOSSARY OF TERMS

Table T.1: Glossary

Term	Definition
Absolute Level	Minimum stock level. The System automatically orders product for the stores to replenish any products depleted below the store's absolute levels.
Acceptance	Written notice from State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
ACR	The manufacturer of the point of sale system being utilized at the retail stores.
Address Verification Service	The Address Verification System (AVS) is a system used to verify the address of a person claiming to own a credit card. The system will check the billing address of the credit card provided by the user with the address on file at the credit card company. The other security features for the credit card include the CVV2 number.
Ad-hoc Reports	Ad-hoc reports (equivalent expression/underlying concept: "a custom report feature"), which indicates the need for the application to allow end users to decide, at run time, which elements of the report they wish to see (possibly in which specific order, etc.).
Affidavit	A written statement confirmed by oath or affirmation, for use as evidence in court. Affidavits are statements made by New Hampshire Liquor Commission employees for claims of lost, damaged, broken or missing inventory.
Agency	A department, commission, board, office, council, authority, or other agency in the executive or judicial branch of state government that is created by the constitution or a statute of this state, including a university system or institution of higher education.
Agency	A class of licensee licensed to operate an independent liquor store not owned by the state of New Hampshire.
Agency Head	Top-most senior manager with operational accountability for an agency, such as an executive director, commissioner, university president, comptroller, or board president.
Agreement	A Vendor duly executed and legally binding.
Alphanumeric	A combination of alphabetic and numeric characters.
Analytics	Analytics is the discovery and communication of meaningful patterns in data. Especially valuable in areas rich with recorded information, analytics relies on the simultaneous application of statistics, computer programming and operations research to quantify performance. Analytics often favors data visualization to communicate insight.
Appendix	Supplementary material that is collected and appended at the back of a document.
Age Verification System	An Adult (or Age) Verification System (AVS) is a computing system used to confirm the age of a consumer during a sales transaction.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Authorized Direct Shippers	There approximately 1,100 producers of alcohol nationally that are authorized by the NH Liquor Commission to ship directly to New Hampshire consumers.
Backorder	A customer order that cannot be filled when presented, and for which the customer is prepared to wait until merchandise is available.



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Barcode	A machine-readable code in the form of numbers and a pattern of parallel lines of varying widths, printed on and identifying a product.
Barcode Reader	A barcode reader (or barcode scanner) is an electronic device for reading printed barcodes. It consists of a light source, a lens and a light sensor translating optical impulses into electrical ones.
Baseline	A group of products and/or deliverables that have been formally accepted at a specific point within the project; serves as a basis for further work and can be changed only through formal change control processes.
Bailment Charges	The bailment charges process at the Concord warehouse begins with a transaction file within the Warehouse Management System. The Warehouse Management System uses this transaction file to determine the bailment charges automatically by transaction code, account, quantity, and charge. Some examples of bailment charges include the following: handling for inbound items, storage, labeling, relabeling, and inventory counting.
Bailment	A term used in the wine and distilled spirits industry to describe a situation whereby goods are shipped to a designated warehouse and normally held in the supplier's name for withdrawal by a state liquor agency acting as a wholesaler "Control" state. The goods thus stored generally incur a "bailment" charge or fee per case for storage and handling.
Batch Processing	Batch processing is the execution of a series of programs ("jobs") on a computer without manual intervention.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
Bill of Lading	A receipt given by the carrier to the shipper acknowledging receipt of the goods being shipped and specifying the terms of delivery.
Blanket Purchase Order	An order to buy from the same vendor regularly where NHSLC issues a blanket order to cover all purchases for the month rather than making separate daily purchase orders. Line items are added as the month progresses.
Blind-Drop	A form of cash-drop where the cashier does not count their own drawer or bank before turning it in and, therefore, does not know if they are over or short. Sometimes used as a deterrent from theft by a cashier.
Book Inventory	What stock on hand should be according to the accounting records.
Bundle	A collection of products, or a quantity of material defined as a single unit.
Brand Selection	The brand selection process for the Commission begins with a weekly business meeting to discuss new products. Buyers bring recommendations for discussion that must be approved by the Commission before they are considered final.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by a person or commercial entity.
Breakage	Loss or damage as a result of breaking a product. When a retail location has product that is accidentally broken by an employee it is considered to be breakage and an affidavit is filled out to attest to this occurrence.
Broker	In New Hampshire, all liquor is sold through a system of brokers as intermediaries between the Commission and the vendors.
Buyers	Buyers are Liquor Commission employees in charge of recommending the brands, and selection that New Hampshire Liquor stores carry. The Commission must give final approval before these selections are accepted.
Cardholder	Non-consumer or consumer customer to whom a payment card is issued to or any individual



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	authorized to use the payment card.
Cardholder Data	At a minimum, cardholder data consists of the full PAN. Cardholder data may also appear in the form of the full PAN plus any of the following: cardholder name, expiration date, and/or service code See Sensitive Authentication Data for additional data elements that may be transmitted or processed (but not stored) as part of a payment transaction.
CDE	Acronym for "cardholder data environment." The people, processes and technology that store, process, or transmit cardholder data or sensitive authentication data.
Case Label	There is one label per case unless there are more than 30 cases (over half a pallet) of the same product in which case a single label is printed with the number of cases included. Case labels indicate that a case of product has been shipped or is intended to be shipped to a designated store.
CCP	Change Control Procedures.
Certification	The Vendor's written declaration with full supporting and written documentation (including without limitation test results as applicable) that the Vendor has completed development of the deliverable and certified its readiness for applicable Acceptance Testing or review.
Change Control (CC)	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Management	Process and procedures to identify, propose, document, review, evaluate, authorize, and track any changes to project baselines such as project scope and budget changes.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Chargeback	Chargeback is the return of funds to a consumer.
Claims	Claims are created when hidden damage is discovered or is returned by a consumer (i.e., bad taste etc.).
Console	Screen and keyboard which permits access and control of a server, mainframe computer or other system type in a networked environment.
Common Carrier	A company that transports goods on regular routes at set rates. In New Hampshire there are three Common Carriers: UPS, FedEx Ground, and FedEx Express.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Vendor.
Configuration Management	An element of configuration management that consists of the evaluation, coordination, approval, and implementation of changes to configuration items.
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Vendor Documents.
Contract Agreement	The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Price	The total, not to exceed amount to be paid by the State to the Vendor for product and services described in the Contract Agreement.
Contract Award	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Vendor.
Conversion Test	A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to form that can be used by the new System.
Conversion / Migration Validation Testing	The Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy data performs correctly.



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Commission	The New Hampshire State Liquor Commission (NHSLC).
Commission	An amount paid to an employee on sales or on specified items.
Completion Date	End date of the Vendor.
COTS	Commercial Off The Shelf Software.
Coupon	A voucher entitling the holder to a discount on a particular product.
CR	Change Request.
Custom Code	Code developed by the Vendor specifically for this Project. (e.g., for the State of New Hampshire).
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire.
Cycle Count	A cycle count is an inventory management procedure where a small sub-set of inventory is counted on any given day. Cycle counts contrast with traditional physical inventory in that physical inventory stops operation at a facility while all items are counted at a single point-in-time.
CVV	A card security code (CSC), sometimes called card verification data (CVD), card verification number (CVN), card verification value (CVV or CVV2), card verification value code (CVVC), card verification code (CVC or CVC2), verification code (V-code or V code), card code verification (CCV), or signature panel code (SPC) are different terms for a security feature for "card not present" payment card transactions instituted to reduce the incidence of credit card fraud.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Vendor Term.
Debit Card	A plastic card that resembles a credit card but functions like a check and through which payments for purchases or services are made electronically to the bank accounts of participating retailing establishments directly from those of card holders.
DBA	Database Administrator.
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>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.</p> <p>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.</p> <p>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.</p>
Delisted	Product status of items that are no longer to be made available. Remaining "Delisted" product already owned by the SLC may be sold but it is no longer to be bought.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to State or under the terms of a Vendor requirement.
Department	A category of merchandise.
Department	An administrative function or group.
Depletion Allowances	Also called markdown money, these are funds provided by a vendor to State to cover decreased



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	gross margin from price markdowns. These need to be figured into the gross profit of the product.
Depletion Invoices	Invoices sent to vendors to cover depletion allowances.
Digital Signature	Guarantees the unaltered state of a file.
Discount	A deduction from the usual price of the product.
Discount Pricing	A valuation approach where items are sometimes initially marked up artificially but are then offered for sale at what seems to be a reduced cost to the consumer.
Discount Rate	A fixed percentage-based fee required for processing a merchant's credit card or other related sales transaction that is paid to an acquiring bank and the credit card processing organization for the handling of any electronic transaction.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Dolphin	A mobile hand-held device used in counting store inventory.
Effective Date	The Vendor and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approve the Contract.
Encryption	Supports the encoding of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Enhancement	The process of modifying an application and/or component after delivery intended to increase or decrease functionality and capability from the existing design. The change and/or addition to functionality and capability are not constrained by time and/or size of the effort.
Enhancement – Level 1	Level 1 or "Major Enhancement" or "large enhancement" means an enhancement in which any improvement is made to the base program or system from the time of production, the collective cost of such enhancement(s) being equal to or in excess of \$25,000.00, critical or high risk, or is identified by the State as a major enhancement.
Enhancement – Level 2	Level 2 or "Minor Enhancement" or "small enhancement", means an enhancement or improvement to the base program or system from the time of production, the collective cost of which is under \$25,000.00, non-critical or mid-level risk, or is identified by the State as a minor enhancement.
Enhancement – Level 3	Level 3 or "Simple Enhancement" or "small enhancement", means an enhancement or improvement to the base program or system from the time of production, the collective cost of which is under \$5,000.00, non-critical or low risk, or is identified by the State as a small enhancement.
End-to-End Encryption	End-to-end encryption (E2EE), which is non-certified or uncertified, is a digital communications paradigm of uninterrupted protection of data traveling between two communicating parties.
EMV	EMV stands for Europay, MasterCard and Visa, a global standard for inter-operation of integrated circuit cards (IC cards or "chip cards") and IC card capable point of sale (POS) terminals and automated teller machines (ATMs), for authenticating credit and debit card transactions.
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or failure to perform any other covenant, term or condition of the Vendor.
Field Testing	The Vendor must provide the accessibility and functionality of the various reservation and registration screens and all report functions to allow for field testing. The Field Test must test all



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	<p>aspects of the Reservation and Point of Sale system, including all facets of the retail system (new product set up, pricing, credit card processing, bar code scanning, inventory entry and other tests as defined by State.)</p> <p>All functions and modules of the system must be Field Tested. At least twelve (12) work stations must be fully installed no later than eight (8) weeks prior to implementation to allow for field testing. Park locations for these twelve (12) work stations will be determined by State. A representative of the Vendor must be available during field testing to answer questions or document any issues encountered while field testing. The Vendor must update the Master Test Plan results document upon completion of each test described above.</p>
Firm Fixed Price	A Firm-Fixed-Price contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost in performing the terms of the contract.
Full Inventory count	Unlike a cycle count inventory management procedure where a small sub-set of inventory is counted on any given day, a full Inventory count is a traditional physical inventory count where all items are counted at a single point in time.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAP Analysis	Identification of gaps between future state and current state. Involving analysis between business requirements and current System capabilities.
Gift Card	A gift card is a restricted monetary equivalent or scrip that is issued by retailers or banks to be used as an alternative to a non-monetary gift.
Gift Receipt	An optional second copy of a receipt printed without prices or payment information.
Global Discount	A discount applied to the subtotal on a total sale.
Global Discount	A discount applied to multiple categories of products or merchandise.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Guaranteed Checks	Guaranteed checks are bank backed checks such as cashier's checks and money orders that have guaranteed funds.
Harvest	Centralized Software Management to archive and/or control versions of software.
Headquarters	Controls all aspects of the entire operation at NHSLC. Maintains product information, creates marketing plans and reports on activity of entire enterprise.
ICE	Internet Commerce Enabler; an on-line portal used both internally by employees and externally by brokers and vendors.
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.
In-store Mobile Computer	Real-time or batch-mode computers for store staff to receive inventory, complete price changes and place orders. Inventory management via mobile computers also includes functions such as replenishment, shelf stocking/put-away, shelf and item labeling, layaway, returns, stock management, shelf price audits, store-to-store transfers and markdowns
IMC	Tritech Incident Management System used by Liquor Enforcement Division.
Item Identifier	Unique Identification Marking, UID marking, Item Unique Identification or IUID, is a part of the compliance process mandated by the United States Department of Defense.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
In-House Credit	In-house credit is a credit line for purchasing liquor that is only offered to New Hampshire state licensees based on credit worthiness.



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Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Instant Ticket	A lottery ticket that is "instantly" redeemable at the place of purchase under a specified maximum account.
Installation Testing	Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Issue	A point or matter in question or in dispute, or a point or matter that is not settled and is under discussion or over which there are opposing views or disagreements, but is currently "happening" to the Project.
Joint Application Development	Joint process between State and the Vendor to collect business requirements while developing the new System.
Key Project Staff	Personnel identified by State and by the Vendor as essential to work on the Project.
KPI	A set of quantifiable measures that a company or industry uses to gauge or compare performance in terms of meeting their strategic and operational goals. KPIs vary between companies and industries, depending on their priorities or performance criteria.
Lane	Checkout lane with a POS station.
Lawson	State's current financial system, which was implemented under the NH-First Project.
Licensee	A business licensed by the SLC to sell liquor in the state of New Hampshire.
License	The approvals of a Wholesale Customer to sell, manufacture, distribute, or alter alcohol or tobacco products. There are currently 46 license types.
LIDS	Liquor Inventory Distribution System.
Lookup	Ability to search or locate a related or multiple related records from a keyword search function.
Loyalty Program	A rewards program offered to customers who frequently make purchases. A loyalty program may give a customer advanced access to point collection, new products, special sales coupons or free merchandise.
MAPPER	Unisys Business Information Server (BIS), formerly MAPPER is rapid-application development and information access tool that has been utilized by NHSLC for the last 30 years.
Margin	A ratio of profitability calculated as net income divided by revenues, or net profits divided by sales. It measures how much out of every dollar of sales a company actually keeps in earnings.
Markup	The amount added to the cost price of goods to cover overhead and profit.
Markdown Money	Depletion allowance to compensate for lowering price on a product to below what the Commission would otherwise offer.
Merchant Number	A type of business bank account that allows a business to accept and process debit and credit card transactions
MSRP	Manufacturer's suggested retail price.
MTS	Management Training Seminar; these are required educational sessions that all new Licensees must attend within 45 days of the issuance of their license; otherwise their license may be revoked. This is applicable to Enforcement.
NH First	Lawson, the State's financial software, is still referred to by "NH First" which was its original implementation project name.



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Term	Definition
NHSLC	New Hampshire State Liquor Commission. (http://www.nh.gov/liquor)
Non Exclusive Vendor	A Vendor executed by State that does not restrict State from seeking alternative sources for the Deliverables or Services provided under the Vendor.
Non Inventory Item	Non-inventory Items are products that are purchased for a specific purpose and then immediately sold, used or disposed.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Office Normal Business Hours – 8:00 a.m. to 4:30 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. Store Normal Business Hours – See Store Listings for Winter and Summer periods.
Notice to Proceed	State Vendor Manager’s written direction to the Vendor to begin work on the Vendor on a given date and time.
Off-premise	A class of Licensee licensed to sell liquor by the bottle for off premise consumption.
On-premise	A class of Licensee licensed to sell liquor by the drink for on premise consumption.
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R: 10 and RSA 21-R: 13.
Open to Buy	The Open to Buy amount is the dollar amount budgeted by NHSLC for inventory purchases or a specific time period.
Operational System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by NHSLC in its daily operations, and NHSLC has issued an Acceptance Letter.
PA-DSS	Payment Application Data Security Standard a system set up by the Payment Card Industry Security Standards Council to ensure secure credit card transactions.
Pay Out	The removal of cash amounts from the cash drawer for a store-related purpose.
PCI	Payment Card Industry.
PCI Compliance	Compliance standards required of the Payment Card Industry.
Performance Tuning and Stress Testing	The Vendor shall develop and document hardware and Software configuration and tuning of the State Next Generation Systems infrastructure as well as assist and direct State’s System the Software throughout the Project.
Picker	Warehouse workers that "picks" inventory and builds pallets of product that go to a specific location for delivery to replenish their inventories.
Placement Category	The liquor inventory and distribution system is organized by four "placement categories": Category 1 – top 325 wines shipped to all stores and full distribution for spirits, Category 2 – top 326 to 750 wines and full distribution for spirits, Category 3 – top 751 to 1200 wines and specialty spirits, Category 4 – optional/test items for wine and test/new products for spirits.
PLU	Price look-up codes, commonly called PLU codes, PLU numbers, PLUs, produce codes, or produce labels, are identification numbers affixed to perishable products for inventory and sales transactions.
PO	Purchase Order.



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Term	Definition
POI	Point of Interaction.
Point to Point Encryption	Use of secure encryption methodologies and cryptographic key operations, including key generation, distribution, loading/injection, administration and usage of data transmitted between two or more points of interaction.
POS	Point of Sale (POS) or checkout is the location where a transaction occurs. A "checkout" refers to a POS terminal or more generally to the hardware and software used for checkouts, the equivalent of an electronic cash register.
POS Bundle	See - POS Station
POS Station	The Point of Sale system which includes all items to successfully conduct a transaction between a customer such as a bar-code reader, cash draw, receipt printer, credit card machine, screen etc. The POS stations may commonly be referred to as "bundles", "lanes" or "registers."
Pole Display	A screen oriented towards the customer to display transaction detail and store messages.
Project	The planned undertaking regarding the entire subject matter of an RFP and Vendor and the activities of the parties related hereto.
Project Plan	Written plan that addresses Project scheduling, resource involvement, and the overall Project approach, including plans for managing communications, Project risks, and transfer of knowledge at the conclusion of the Project.
Promotion	A publicity campaign for a particular New Hampshire Liquor Commission product.
Proposal	The submission from a Vendor in response to the Request for a Proposal or statement of work.
Purchase Authorization Level	This authorization level is set by the Director of Purchasing in the Concord Warehouse. This rate sets the parameters for the Inventory Management System to work within and allows for inventory processes to be automated such as invoicing and purchasing of new product.
Offshore	Located or based outside of the continental United States national boundaries
QSA	A Qualified Security Assessor (QSA) is a person who has been certified by the PCI Security Standards Council to audit merchants for Payment Card Industry Data Security Standard (PCI DSS) compliance.
QR Code	A machine-readable code consisting of an array of black and white squares, typically used for storing URLs or other information for reading by the camera on a smartphone.
RACI	<p>The project management RACI model is a tool used for identifying roles and responsibilities and avoiding confusion over those roles and responsibilities during a project. The acronym RACI stands for:</p> <ul style="list-style-type: none"> • Responsible: The person who does the work to achieve the task. They have responsibility for ensuring the work is completed or decision made. As a rule this is one person; examples might be a business analyst, application developer or technical architect. • Accountable: The person who is accountable for the correct and thorough completion of the task. This must be one person and is often the project executive or project sponsor. This is the role that responsible is accountable to and approves their work. • Consulted: The people who provide information for the project and with whom there is two-way communication. This is usually several people, often subject matter experts. • Informed: The people who are kept informed about progress and with whom there is one-way communication. These are people that are affected by the outcome of the tasks so need to be kept up-to-date.
Receipt	A printed piece of paper showing the details of a particular sale, usually: the date,



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Term	Definition
	establishment name & address, cost of items sold, tip, tax, total, and form of payment rendered.
Regression Test Plan	A plan integrated into the Implementation Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Retail Store Location	A physical location for the selling of goods to consumers over the age of 21 may purchase alcoholic beverages and lottery tickets.
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) Business days.
Requirements Traceability Matrix	The Requirement Traceability Matrix is a document that links the requirements throughout the validation process. It is a tool to ensure that requirements are not lost during the software development life cycle.
RFP	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
RID	Report Identifier for the table in the MAPPER for storing information.
Sale Projection	This is otherwise known as sales forecasting; it is a process to estimate future consumption needs or future sales of products using historic data to "forecast" or "Project" trends.
Sales Cards	Promotional cards advertising products or promotions for use on store shelves.
Sales Tax	A tax imposed by the government at the point of sale on retail goods and services collected by the retailer.
Sales Tax Item	A taxable item by product, category, ship to location or regulatory imposed requirement.
SaaS – Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as part of their service.
Scope	The sum of the products or Services to be provided by the Project.
SEO	Search engine optimization (SEO) is the process of affecting the visibility of a website or a web page in a search engine's unpaid results - often referred to as "natural," "organic," or "earned" results on the search results page. Optimizing a website may involve editing its content, HTML and associated coding to both increase its relevance to specific keywords and to remove barriers to the indexing activities of search engines.
Service Level Agreement (SLA)	A signed agreement between the Vendor and State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Vendor.
Shelf Labels	Printed labels that display barcode and product information on the store shelves and end caps to identify products.
Shrinkage	Shrinkage is the difference between recorded and actual inventory.
Signature Capture	Electronically captures an individual's signature for customer identification and transaction verification applications.
SKU	A Stock-Keeping Unit is a unique identifier for each distinct product.
Smartcard	A card with a built-in microprocessor, used typically for electronic processes such as financial transactions and personal identification.
Smartphone	A phone that performs many of the functions of a computer, typically having a touchscreen interface, Internet access, and an operating system capable of running downloaded applications.



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Software Configuration Management	Software Configuration Management (SCM) is the task of tracking and controlling changes in the software. SCM practices include revision control and the establishment of baselines. If something goes wrong, SCM can determine what was changed and who changed it. The SCM tool utilized by the State is Computer Associates (CA) HARVEST application.
Software License	Licenses provided to State under this Vendor.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for State provided by the Vendor in response to this RFP.
Special Orders	Special orders made by customers for special products or quantities usually made by phone, and may include an extended period between order and delivery.
Special Price Allowances (SPA)	Vendor allowances to purchase a certain amount of inventory at a reduced price.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Vendor, 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 Vendor Documents. The Specifications are, by this reference, made a part of the Vendor as though completely set forth therein.
Split Order	An order which is broken into smaller pieces to be executed one at a time to avoid affecting the market price, sales transaction or customer.
Split Payment	A sale paid for using two or more payment methods.
State	Reference to the term "State" shall include applicable agencies.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
Store	A physical location selling items to the public.
Sub-Contractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Vendor under a separate Vendor with or on behalf of the Vendor.
Sub-Pack	Any quantity of liquor less than a full case. Currently Exel Warehouse is the only warehouse that stocks sub-pack quantities. However, saleable sub-packs as a result of breakage at the Concord warehouse is shipped in sub-packs.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Integration Testing	<p>a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.</p> <p>b.) Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces' being implemented, confirms a data transfer with external parties, and includes the transmission or printing of all electronic and paper documents.</p> <p>c.) Conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan,</p>



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	to validate the functionality of the System and its interfaces. Use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.
System Operation	System is fully functional, all Data has been loaded into the System, is available for use by State in its daily operations.
TBD	To Be Determined.
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Vendor Agreement.
Test Market	A demographic group used to gauge the viability of a product or service in the larger mass market prior to a wide scale roll-out. Typically this window of testing time is six months in a limited group of stores.
Test Plan	A plan, integrated in the Implementation Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Token	The process of substituting a sensitive data element with a non-sensitive equivalent, referred to as a token, which has no extrinsic or exploitable meaning or value.
Tokenization	The process of substituting a sensitive data element with a non-sensitive equivalent, referred to as a token, which has no extrinsic or exploitable meaning or value.
Transition Services	Services and support provided when the Vendor is supporting System changes.
User Acceptance Testing (UAT)	The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes. a.) The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff. b.) State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to State staff involvement in any testing activities. c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Implementation Plan. d.) Upon successful conclusion of UAT and successful System deployment, State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section 5.8: Warranty Period.
Unit of Measure	A quantity used as a standard of measurement.
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined. Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of the Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.
UPC	The Universal Product Code (UPC) is a barcode zymology for tracking items.



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Term	Definition
Vendor	The Vendor or individual, firm, or company that submits a Proposal to this RFP solicitation and may be selected by the State of New Hampshire to perform the work outlined by this RFP.
Vendor Award	The Vendor whose proposal or quote was awarded the Vendor with the State and who is responsible for the Services and Deliverables of the Vendor.
Vendor Code	The user-defined code assigned to a vendor and used to track that vendors merchandise as it is received and sold.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Vendor.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
WIMS	Warehouse Inventory Management System.
Work Plan	Covers the entire program or project period. Provides a concise, easy-to-read overview of the goals, strategies, objectives, measures, activities, timeline, and responsible parties.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.
X/Y/Z Report	Reports that provide up-to-the-minute accounting of POS activities for the current sales period; for reconciling a cash drawer(s), and assisting in end of day close out.



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APPENDIX U: STATE OF NEW HAMPSHIRE PROPOSAL TRANSMITTAL FORM LETTER

Company Name _____
 Address _____

To:
 NH State Liquor Commission
 Telephone (603) 230-7015
 Email: RFP201601@LIQUOR.STATE.NH.US

RE:
 Proposal Invitation Name: Next Generation Retail Business Systems
 Proposal Number: 2016-01
 Proposal Due Date and Time: September 4th 2015 at 2:00PM E.D.T.

Dear Sir or Madam:
 Company Name: _____ (company) hereby offers to sell to the State of New Hampshire the Products and Services indicated in RFP 2016-01 NEXT GENERATION RETAIL BUSINESS SYSTEMS at the price(s) quoted in Vendor Response Section XVII: Cost Proposal, and Appendix N: Pricing Worksheets, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix S: State of New Hampshire Terms and Conditions.

Company Signor: _____ is authorized to legally obligate

Company Name: _____

We attest to the fact that:
 The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the State of New Hampshire Terms and Conditions in Appendix H, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.
 The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.
 The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and The Vendor has read and included a copy of RFP 2014-10 and any subsequent signed Addendum (a).

Our official point of contact: _____
 Title: _____
 Telephone: _____
 Email: _____

Authorized Signature Printed: _____

Authorized Signature: _____