



REQUEST FOR PROPOSALS

2013-011

Retail Customer Service Training

January 7, 2013

Issued by:

NH Liquor Commission



New Hampshire

Liquor Commission

PO Box 503, Concord, NH 03302

This Page intentional left blank

TABLE OF CONTENTS

EXHIBITS	1
TABLE 1: SCHEDULE OF EVENTS	2
PART I - GENERAL INFORMATION FOR RESPONDENTS	3
1. PURPOSE	3
2. ISSUING OFFICE	3
3. SCOPE	3
4. PROJECT DELIVERABLES:	3
PART II - RFP TERMS AND INSTRUCTIONS	7
1. TYPE OF CONTRACT	7
2. RFP INQUIRIES AND RESPONSES	7
3. AMENDMENT TO THE RFP	7
4. BID FORMAT	7
5. ECONOMY OF PREPARATION	7
6. BIDS AND AWARDS.....	7
7. BID SUBMISSION.....	8
8. EVALUATION OF BIDS AND CRITERIA.....	10
9. PROHIBITED COMMUNICATIONS	10
10. VALIDITY OF BID.....	11
11. NON-COMMITMENT	11
12. RESPONDENTS' COSTS AND EXPENSES.....	11
13. PROPERTY OF STATE.....	11
14. DISCUSSIONS FOR CLARIFICATION.....	12
15. PRESENTATIONS.....	12
16. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT	12
17. CONTRACT TERMS AND CONDITIONS	12
18. CONFIDENTIALITY/SENSITIVE INFORMATION	12
19. DISCLOSURE OF BIDS	12
20. CONDITIONAL NATURE OF AGREEMENT.....	13
21. BEST AND FINAL OFFERS	13
22. NEWS RELEASES.....	13
23. RESPONDENT'S REPRESENTATIONS AND AUTHORIZATIONS	14
24. METHOD OF AWARD	14
25. USE OF ELECTRONIC VERSIONS OF THIS RFP	14
PART IV - CRITERIA FOR SELECTION	16
1. MANDATORY RESPONSIVENESS REQUIREMENTS	16
2. REVIEW AND EVALUATION.....	16
3. CRITERIA FOR SELECTION.....	16
EXHIBIT A	17
EXHIBIT B	18
EXHIBIT C	22
Appendix A	23
Training Site Locations	23

EXHIBITS

Exhibit A - No Response Form

Exhibit B - Contract Terms and Conditions (General Provisions, Form P-37 (v. 1/09))

Exhibit C - Bid and Addendum Acknowledgement

Exhibit D - Store Information List

TABLE 1: SCHEDULE OF EVENTS

The following table sets forth the Schedule of Events for this Request for Bids (“RFP”). The Schedule of Events is subject to change at the sole discretion of the N.H. Liquor Commission (“NHLC”). Any changes will be posted on the N.H. Liquor Commission official website located at www.nh.gov/liquor. Respondents are responsible for checking the website for any schedule changes.

<u>Events</u>	<u>Responsibility</u>	<u>Date</u>
Request for Bids Issued:	Issuing Office	Monday, January 7, 2013
Deadline to Submit Inquiries By Electronic mail to NHLC Issuing Officer (“Closing Date”)	Potential Respondents	Friday, January 11, 2013 at 4:00 pm
NHLC Anticipated Date to Issue Responses to Potential Respondent Inquiries	Issuing Office	Friday, January 18, 2013
Deadline for Submission of Sealed Bids to Issuing Office at: ATTN: Kelly Mathews, Human Resource Administrator NH Liquor Commission 50 Storrs St, PO Box 503 Concord, NH 03302-0503	Respondents	Friday, January 25, 2013 at 2:00 pm

PART I - GENERAL INFORMATION FOR RESPONDENTS

1. PURPOSE

In an effort to provide employees with the appropriate training, instruction, and coaching to perform their jobs effectively, the NHLC is soliciting proposals to secure professional training in delivering excellent customer service to our customers, which may include but is not limited to, the following:

- a. Greeting Customers
- b. Assisting Customers
- c. Offering information & options
- d. Checking for customer satisfaction
- e. Following up on decisions and commitment

The NHLC is issuing this request for proposals as a vehicle for soliciting and evaluating bids from interested parties. This RFP describes the project and the NHLC's requirements. A respondent may submit a proposal for services as further described in Part II, Section 24 of this RFP governing "Method of Award."

2. ISSUING OFFICE

This Request for Bid is issued by the NHLC that shall serve as the Issuing Office for this RFP. The Issuing Officer responsible for managing the RFP and serving as the sole point of contact is:

Kelly Mathews, Human Resource Administrator

NH Liquor Commission,

P.O. Box 503

Concord, NH, 03302-0503

(tel: 603-230-7010)

(email: kelly.mathews@liquor.state.nh.us).

All inquiries regarding this RFP must be submitted electronically to the Issuing Officer.

3. SCOPE

This RFP contains instructions governing the required content of proposals, terms governing this procurement process, a description of the services sought by the NHLC, requirements that a respondent must satisfy to be eligible for consideration, evaluation criteria, a description of standard contract terms and conditions, and other requirements that must be satisfied in each bid.

4. PROJECT DELIVERABLES:

THIS CONTRACT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE THE SERVICES DESCRIBED HEREIN.

In order to receive adequate consideration for these services, a detailed description and corresponding justification must be submitted.

The scope of work for these services includes:

1. Seeking a contractor to provide quality customer service training to employees in group training sessions throughout the State as outlined in Appendix A.
2. Training that will provide knowledge, develop skills and enhance employees' ability to provide customer service in the workplace, which includes:
 - a) Developing a curriculum that emphasizes the importance of customer service and motivates employees to pursue greater customer service
 - b) Greeting and assisting the customer
 - c) Focusing on the customer , listening for facts, asking effective questions, restating facts and expressing interest through positive verbal and nonverbal cues
 - d) Readiness to identify and assist in resolving problems
 - e) Reaching out to customers and being sensitive to their needs
 - f) Providing a professional response
 - g) Checking for customer satisfaction
 - h) Awareness of body language and tone of voice
 - i) Closed-ended questions versus open-ended questions
 - j) Handling disgruntled customers

In responding to this Request for Proposal, it is critical that all elements of the following sections are fully addressed:

Capabilities

A. Describe the history of your organization in terms of the type of training/coaching/counseling services provided. Include the description of services, volume of services and client reference list. In relation to each client listed as a reference, provide: 1) the contact name, 2) phone number, 3) the number of participants trained, and 4) the content of programs administered.

B. Describe your organization's specific ability to provide this service to the NHLC. Outline your organization's ability to tailor instruction and materials to the specific needs of NHLC employees including the incorporation of the NHLC's rules, regulations, policies and procedures.

C. Provide a resume for each member of your organization who may provide training.

D. Document specifically any and all training/coaching/counseling provided in a union environment, governmental agency or diverse workforce inclusive of various employee groups (i.e clerks, managers, and supervisory/management personnel).

COST

Specify the fixed fee rate for your services. Include any costs or other fees anticipated for the review of information, consultation with NHSLC personnel (or other professionals), preparation of correspondence and the use of instruments in the training sessions.

Questions/Clarification

You are under an obligation to ask questions and/or clarify any issues which you do not fully understand or believe may be interpreted in more than one way. To ensure consistent interpretation of the RFP, questions and

answers will be made available to all vendors who indicate intent to respond to the RFP. The NHLC will post all questions and responses to its website for all vendors to review. The NHLC also reserves the right, at its discretion, to have group or individual discussions and/or conduct meetings with responding vendors at any time during the RFP process.

The act of submitting a bid shall be considered full acknowledgment that the Vendor is familiar with, or had the opportunity to become familiar with, the conditions and requirements of these specifications having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the site(s) relating to this bid invitation.

- A. The Vendor shall not commence work until a conference is held, at which representatives of the Vendor and the NHLC are present. The conference will be arranged by the NHLC.
- B. The Contracting Officer may require the Vendor to dismiss from the work such employees as they deem incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security.
- C. The Vendor or their personnel shall not represent themselves as employees or agents of the State. While on the State of New Hampshire's property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the State Agency. The Vendor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.
- D. The Vendor shall do all the work and furnish all the materials necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein. All the work to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.
- E. The Vendor shall take all responsibility for the work under this contract(s); The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.
- F. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Subcontracting any portion of the contract is not permitted without prior approval from the NHLC. Subcontracting is only permitted with prior approval from the NHLC. In the event the NHLC approves the use of subcontractors in performance of this contract, the prime contractor is not

relieved of its responsibility and obligation to meet all the requirements of this agreement

- G. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.

PART II - RFP TERMS AND INSTRUCTIONS

1. **TYPE OF CONTRACT**

Fixed Fee Contract. Any contract resulting from this RFP shall be structured as a fixed-fee contract.

2. **RFP INQUIRIES AND RESPONSES**

- a. **Inquiry Submission.** Respondents must submit all inquiries, exceptions, or additions regarding this RFP, including without limitation, requests for clarifications or modifications to the RFP, by electronic mail (with the subject line titled “2013-04 RFP Questions”) to the Issuing Officer identified in RFP, Part I, Section 2: Issuing Officer no later than the deadline to submit inquiries to NHLC Issuing Office specified in Table 1: Schedule of Events. Respondents must cite the relevant RFP title, RFP number, page, section, and paragraph in the inquiry submission. Respondents must not contact the Issuing Officer by telephone with any inquiries.
- b. **NHLC Responses to Inquiries.** The NHLC intends to issue official responses, in its discretion, to inquiries submitted on or before the deadline specified in Table 1: *Schedule of Events*. The NHLC may consolidate and/or paraphrase inquiries for sufficiency and clarity. Oral statements, representations, clarifications and modifications shall not be binding upon the NHLC. The Issuing Officer anticipates posting official answers to the questions on the NHLC website at www.nh.gov/liquor by the date specified in Table 1: *Schedule of Events*.

3. **AMENDMENT TO THE RFP**

The NHLC may amend this RFP at any time and at its sole discretion. The NHLC will post any amendments to the RFP on the NHLC official website located at www.nh.gov/liquor. In the event the NHLC determines it necessary to amend this RFP, the NHLC may extend deadlines and/or invite submission of additional information from respondents at any time, as the NHLC deems appropriate and at its sole discretion. Respondents are responsible for checking the website periodically for any new information or amendments to the RFP. The NHLC shall not be bound by any verbal information, and any written information that is not contained within the RFP or formally issued as an amendment by the Issuing Officer.

4. **BID FORMAT**

Respondents must submit a complete response to this RFP using the format specified in Part III of this RFP. An official authorized to bind the respondent to the bid must sign the bid. If the official signs the Bid Cover Sheet and the Bid Cover Sheet is attached to the bid, the requirement will be met. Proof of signatory authorization must be included with the bid submission.

5. **ECONOMY OF PREPARATION**

Bids should provide a straightforward, concise description of the respondent's ability to meet the requirements of the RFP.

6. **BIDS AND AWARDS**

The intends to award a contract to a respondent as a result of this RFP.

Notwithstanding the foregoing or any provision of this RFP to the contrary, the NHLC reserves the right, at any time and in its sole discretion, to reject any or all bids, wholly or in part, and/or to award to multiple contracts to one or more respondents, wholly or in part.

A contractor will not retain any exclusive rights to provide the services and supplies described in this RFP process during the term of a contract or any extension thereto. The NHLC may, at its sole discretion, obtain services and related materials from other contractors.

7. **BID SUBMISSION**

- a. **Bid Submission Deadline:** Bids must be submitted in hard copy and clearly marked “New Hampshire Liquor Commission, Response to RFP 2013-06” and as specified in Section 7: *Bids*. Bids must be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: *Schedule of Events*. Any respondent who elects to mail its bid must allow sufficient mail delivery time to ensure timely receipt of its bid. The NHLC accepts no responsibility for mislabeled, damaged or delayed mail. Bids will not be accepted via electronic mail or facsimile transmission. The receipt of a bid by the state’s mail system does not qualify as receipt of a bid by the Issuing Office.
 - i. If due to inclement weather, natural disaster or any other cause, the location to which bids are to be returned is closed on the Closing Date and Time in Table 1: *Schedule of Events*, the deadline for submission shall be automatically extended until the next NHLC business day on which the Issuing Office is open, unless the respondents are otherwise notified by the Issuing Office. The time for submission of bids shall remain the same. Bids not submitted by the Closing Date and Time in Table 1: *Schedule of Events* or as otherwise extended pursuant to this RFP will be rejected.
- b. **Bid Receipt:** A bid will be considered received on the date and time of the NHLC’s receipt as officially documented by the NHLC.
- c. Bid Information
 - i. Bids from all interested Bidders qualified to provide services’ listed within will be received until the deadline date in Table 1: *Schedule of Events*. Bid packages will not be accepted after that time. The bid packages may be delivered to the address below and identified on the outside of the envelope as:

Bids: Courier Delivery Only
New Hampshire Liquor Commission
50 Storrs Street
Concord NH 03301
ATTN: Kelly Mathews RFP 2013-06

By Mail Only

New Hampshire Liquor Commission
ATTN: Kelly Mathews RFP 2013-06
Post Office Box 503
Concord NH 03302-0503

From: Company/Bidder Name
Address of Bidder
Phone No. Of Bidder
Fax No. of Bidder
Email Address:

- ii. Bidders are advised to carefully read and complete all information requested in this RFP. If the Bidder's response to this RFP does not comply with the conditions for submittal to this RFP, **it may be considered unacceptable by the NHLC and may be rejected without further consideration.**
- iii. A draft agreement presented as Exhibit B is attached for informational purposes to inform the Bidder of the type of Agreement that will be used for the prosecution of this work. Bidders are instructed to thoroughly familiarize themselves with the terms, covenants, and conditions of the draft Agreement. The successful Bidder will be required to execute a similar agreement with the NHLC
- iv. It is the NHLC's intention to award the contract to one Bidder. The NHLC will make the final determination in its sole judgment as to which Bidder(s) and bid(s) are the most advantageous.
- v. The contents of the bid of the successful respondent(s) will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's bid in the event of any inconsistency or ambiguity;
- vi. Under the laws of the State of New Hampshire, a bid may be considered public record, and if determined to be so, must be made available for inspection and copying by any citizen of New Hampshire. Therefore, the NHLC cannot guarantee the confidentiality of any proprietary or otherwise sensitive information. Confidential or Proprietary information must be marked as such on each page and may be submitted in a separate envelope, sealed and marked "**Confidential Information**". It is understood, however, that the NHLC will have no liability for disclosure of such information contained in or with any bid. Any proprietary or otherwise sensitive information contained in or with any bid is subject to disclosure, unless exempted under the New Hampshire Right to Know Act.

- vii. No bid may be withdrawn after it has been submitted to the NHLC unless the Bidder so requests by letter and such request by letter is received by the NHLC before the deadline for receiving bids. Any request for withdrawal after the deadline must be made in writing and may be denied in the NHLC's sole discretion.
 - viii. A respondent may modify its bid by withdrawing its bid and submitting a new sealed bid that complies with the requirements of this RFP, but only if the respondent withdraws and resubmits its bid prior to the Closing Date and Time in Table 1: *Schedule of Events*.
 - ix. In submitting the bid, the Bidder agrees that the bid will remain valid for one hundred eighty (180) calendar days after the closing date for submission of bids and may be extended beyond that by mutual agreement.
- d. Interpretation of Bid Document
- i. If discrepancies or omissions are found by any prospective Bidder or there is doubt as to the true meaning of any part of this RFP, a written request for clarification or interpretation shall be submitted to Craig W. Bulkley, Director of Administration, NHLC , prior to Deadline date for inquiries in Table 1: *Schedule of Events* (cbulkley@liquor.state.nh.us)
 - ii. The NHLC is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum. All communication will be via cbulkley@liquor.state.nh.us

8. EVALUATION OF BIDS AND CRITERIA

- a. Each bid submitted to the NHLC will be evaluated based on experience, and capacity to perform as required for various future projects.
 - i. The bids will be evaluated to determine whether they conform to the requirements of the RFP. Those bids failing to meet the requirements, including completeness, format and content, may be rejected without further evaluation, and Bidders will be so informed in writing.
 - ii. If, for any reason, the NHLC in its sole discretion is unable to select any of the Bidders, the NHLC reserves the right to negotiate contracts with other service providers outside the RFP process.

9. PROHIBITED COMMUNICATIONS

From the issue date of this RFP until the effective date of a resulting contract with any respondent, the Issuing Officer shall serve as the sole point of contact concerning this RFP. Respondents are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFP. Except for contacts with the Issuing Officer as permitted by this RFP, respondents are prohibited from contacting or lobbying any NHLC personnel or evaluation committee members regarding this RFP. Any respondent's attempt to improperly influence the evaluation of bids and selection of a respondent may result in the disqualification and elimination of that respondent from this RFP procurement process. If the NHLC later discovers that the

respondent has engaged in any communications prohibited under this RFP, the NHLC may reject the offending bid or rescind a contract award, without any liability to the respondent. Respondents are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFP.

10. VALIDITY OF BID

- a. By submitting a bid, a respondent acknowledges and agrees that:
 - i. Its bid shall remain in effect and is binding on the respondent for a period of one hundred and eighty (180) days following the Closing Date and Time in Table 1: *Schedule of Events*;
 - ii. The contents of the bid of the successful respondent will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's bid in the event of any inconsistency or ambiguity;
 - iii. The respondent waives any right to withdraw or modify its bid, except as permitted in the RFP;
 - iv. Bids are irrevocable unless the bid is withdrawn as permitted under this RFP or the expiration of 180 day(s) from the Closing Date and Time in Table 1: *Schedule of Events*. A respondent must submit a written request to withdraw a bid that is signed by an authorized representative of the respondent and submitted to the Issuing Officer prior to the Closing Date and Time in Table 1: *Schedule of Events*. If a respondent attempts to provide such written notice by facsimile transmission, the NHLC shall not be responsible or liable for errors in facsimile transmission. A respondent may modify its bid by withdrawing its bid and submitting a new sealed bid that complies with the requirements of this RFP, but only if the respondent withdraws and resubmits its bid prior to the Closing Date and Time in Table 1: *Schedule of Events*.

11. NON-COMMITMENT

Notwithstanding any provision of this RFP to the contrary, this RFP does not commit the NHLC to award a contract. By submitting a bid, a respondent acknowledges and agrees that the NHLC may, at any time and in its sole discretion, and without any liability to a respondent, reject any and all bids, or any portions thereof; cancel this RFP; and solicit new bids under another acquisition process.

12. RESPONDENTS' COSTS AND EXPENSES

By submitting a bid, a respondent acknowledges and agrees that the NHLC is not responsible or liable for any costs or expenses incurred by a respondent in connection with its participation in this procurement process, including, but not limited to: (1) any costs or expenses incurred by a respondent in relation to the preparation of a bid or a respondent's participation at the pre-bid conference or oral presentation and discussions, and other RFP processes and events; and (2) costs and expenses associated with any work performed by a respondent prior to the effective date (date of Liquor Commission and Attorney General's Office approval) of a contract with the respondent.

13. PROPERTY OF STATE

The bid and all material received in response to this RFP shall become the property of the NHLC and

will not be returned to respondents. By submitting a bid, a respondent acknowledges and agrees that the NHLC may, at its sole option, use any or all ideas not protected by intellectual property rights that are presented in any bid regardless of whether the bid becomes part of a contract. Notwithstanding any respondent copyright designations contained on bids, the NHLC shall have the right to make copies and distribute bids internally and to comply with public record or other disclosure requirements under the provisions of any the State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

14. DISCUSSIONS FOR CLARIFICATION

The NHLC may require, at its discretion, respondents who submit bids to provide the NHLC with oral and/or written clarification of their bid to the NHLC to ensure thorough mutual understanding and respondent responsiveness to the solicitation requirements. The Issuing Officer will initiate requests for clarification. The NHLC reserves the right to recall any respondents for additional discussions as it deems necessary.

15. PRESENTATIONS

The NHLC may, at its discretion require a respondent to participate in oral and/or written presentations on any aspects of its bid. Respondents may also be required to demonstrate any product(s) and/or service(s) proposed at the NHLC site.

16. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT

In the event that any portion of a respondent's bid requires software or hardware is connected to or installed on NHLC network then all such computer products and services must comply with the requirements of the N.H. Department of Information Technology, which are available upon request. The Respondent shall stay knowledgeable with and shall abide by these standards for all related work resulting from this RFP.

17. CONTRACT TERMS AND CONDITIONS

The NHLC's standard terms and conditions are set forth in Appendix A of this RFP. In the event of any conflict between the NHLC's terms and conditions and any portion of a bid, the NHLC's terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a bid, at the sole discretion of the NHLC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHLC and in a form and substance as prescribed by the NHLC. The failure of a selected respondent to reach agreement with the NHLC on contractual terms, conditions and other provisions may result in cancellation of the selection as described in this RFP.

18. CONFIDENTIALITY/SENSITIVE INFORMATION

The selected respondent may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a confidentiality agreement.

19. DISCLOSURE OF BIDS

- a. **Respondent Obligation.** A respondent must maintain the confidentiality of its bid until the effective date of a resulting with any respondent. A respondent's disclosure or distribution of its bid to any individual or entity, other than the Issuing Office, prior to the effective date may be grounds for disqualification at the discretion of the NHLC.

- b. **NHLC Obligation.** The NHLC shall maintain the confidentiality of each bid until a contract award is made as contemplated under N.H. RSA 21-I:13-a, II. Following an award as contemplated in RSA 21-I:13-a, II, the NHLC will disclose all bids in accordance with applicable law and regulations, including, but not limited to, N.H. RSA Chapter 91-A, the Right to Know Law. Any respondent who determines that it must divulge any confidential, commercial or financial or other information not subject to public disclosure under applicable laws and regulations, (collectively referred to as “Respondent Confidential Information”), must submit in its bid a signed written statement describing in detail the nature of the Respondent Confidential Information and the grounds for its position that the Respondent Confidential Information is exempt from public disclosure under applicable law and regulations, including but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A; and submit a redacted version of its bid that removes only the Respondent Confidential Information along with an unredacted bid.

20. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding anything in 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 those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account.

21. BEST AND FINAL OFFERS

The NHLC may, at its sole discretion, solicit Best and Final Offers (“BAFOs”) from respondents who have submitted responsive bids and which have been determined to be reasonably possible of selection for a contract award.

- a. Respondents will be given opportunity to respond with a BAFO under a procedure defined by the NHLC which may include one (1) or more of the following:
- i. Enter into pre-selection discussions:
 1. Schedule written and/or oral presentations or scripted demonstrations; and/or
 2. Request revised bids.
- b. The NHLC will evaluate BAFOs against Criteria for Selection found in Part IV, Section IV-3. The NHLC will conduct BAFO proceedings uniformly, the BAFOs will be subject to solicitation by the NHLC and NHLC’s timely receipt of responses pursuant to schedule set by the NHLC. Respondents are encouraged to submit their best price as part of their initial bid and not to assume there will be an opportunity to provide a BAFO at a later date.

22. NEWS RELEASES

Respondents shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project without prior written approval of the NHLC, and only in coordination with the Issuing Office.

23. RESPONDENT'S REPRESENTATIONS AND AUTHORIZATIONS

By submitting a bid, a respondent agrees, represents and acknowledges that:

- a. All information provided by, and representations made by, the respondent in its bid are material and important and may be relied upon by the NHLC in awarding a contract;
- b. Any misstatement, omission or misrepresentation by a respondent shall constitute fraudulent concealment from the Issuing Office of the true facts relating to the bid submission;
- c. The respondent has arrived at the price(s), amounts, terms and conditions in its bid independently and without consultation, communication or agreement with any other respondent or potential respondent, and without effort to preclude the NHLC from obtaining the best possible competitive bid. The respondent has not disclosed the price(s), the amount of the bid nor the approximate price(s) or amount(s) of its bid to any other firm or person, including but not limited to, a respondent or potential respondent for this RFP;
- d. The respondent has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a bid in response to this RFP or to submit a bid higher than this bid or to submit any intentionally high or noncompetitive bid or other form of complementary bid; and
- e. The respondent makes its bid in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

24. METHOD OF AWARD

The NHLC evaluation committee will select a bid(s) based on criteria set forth in Part IV. The evaluation committee may consist of senior staff member(s) of the NHLC. The evaluation committee will submit a recommendation on its selection of a bid(s) to the NHLC Commissioners for final approval. The responsible respondent(s) whose bid(s) the NHLC determines to be the most advantageous to the State of New Hampshire, after taking into consideration all of the evaluation factors, shall be notified in writing of its selection for contract discussions. The resulting contract(s) will be based on the standard terms and conditions contained in Attachment A, and modifications and additions to the standard clauses acceptable to the NHLC in its discretion. If the NHLC is unable to reach agreement with a respondent(s) during contract discussions, the NHLC may, at its sole discretion and at any time, reject and cancel the first respondent selection and commence contract discussions with the next highest ranked respondent, and continue on in this manner at its discretion. The NHLC may, at its sole discretion, terminate any contract discussions, as it deems appropriate and at any time.

25. USE OF ELECTRONIC VERSIONS OF THIS RFP

This RFP is available in electronic form. If a respondent accepts the RFP in electronic form, the respondent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the respondent's possession or relied upon by the respondent, and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART III - INFORMATION REQUIRED FROM THE RESPONDENT

Bids must be submitted in the following format, including heading descriptions:

1. PRIOR EXPERIENCE

Include a detailed summary of your company's experience with emphasis on the retail environment. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHLC and the size and scope of this project. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHLC reserves the right to contact any and all persons listed by the respondent concerning past work experience.

2. CAPACITY TO PERFORM

Include a detailed summary of the company's organizational structure with emphasis on having the adequate employees and related experience to meet the project needs and potentially aggressive time lines

3. PROPOSED RATES

4. SUBCONTRACTOR

Subcontracting is only permitted with prior approval from the Liquor Commission. If subcontractors are going to be utilized for any portion of the contract they need to be listed within this RFP along with experience.

5. OBJECTIONS & ADDITIONS TO STANDARD CONTRACT TERMS & CONDITIONS AND/OR AGREEMENT STANDARDS

The respondent must identify which, if any, of the terms and conditions contained in Exhibit B of

this RFP it desires to negotiate, and the additional terms and conditions the respondent would like to add to the standard contract terms and conditions. The respondent's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the NHLC may consider late objections and additional requests, if it is in the best interests of the State of New Hampshire and the NHLC. The NHLC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and/or agreement standards. The respondent shall not request changes to other provisions of the RFP; nor shall the respondent request to completely substitute its own terms and conditions for Exhibit B. All terms and conditions must appear in one (1) integrated contract. The NHLC will not accept references to the respondents, or any other, online guides or online terms or conditions contained in any proposal.

PART IV - CRITERIA FOR SELECTION

1. MANDATORY RESPONSIVENESS REQUIREMENTS

To be eligible for selection, a bid must be:

1. Timely received from a respondent; and
2. Properly signed by the respondent's authorized representative, coversheet is provided in Appendix B.

The NHLC reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a bid.

2. REVIEW AND EVALUATION

The Issuing Office plans to utilize a committee of qualified personnel to review and evaluate timely submitted bids. The Issuing Office will notify in writing of its selection contract discussions the responsible respondent whose bid is determined to be the most advantageous to the State of New Hampshire as determined by the NHLC after taking into consideration all of the evaluation factors.

3. CRITERIA FOR SELECTION

The NHLC has established the weight for the evaluation criteria for this RFP as specified in the following table:

<u>EVALUATION CRITERIA</u> <u>POINTS</u>	<u>ASSIGNED</u>
Past Performance/Experience:	30
<ul style="list-style-type: none">• Prior experience• References	
Ability to Provide Training	25
<ul style="list-style-type: none">• Past experience with similar training• Understanding of proposed training	
Competitive Price	25
<ul style="list-style-type: none">• Firm, Fixed, Total Cost to the City for all Services• Bids for training employees• Bid for providing trainers with curriculum and materials	
Organization, Content and Completeness of Proposal:	20
<ul style="list-style-type: none">• Presentation of proposal• Narrative explanation of firm's understanding of the training objectives	

MAXIMUM TOTAL SCORE 100

EXHIBIT A
NO RESPONSE FORM

Response to Request for Bid for Retail Customer Service Training

Responders not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (603)271-3897

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:

- Don't handle goods/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

Other: _____

This *NO* response is authorized by : _____ Date: _____

Signature

Title: _____

- Please check one: Retain our company on the mailing list for future solicitations.
- Please remove our company from the mailing list for this commodity or service

EXHIBIT B

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation \$
1.9 Contracting Officer for State Agency George P. Tsiopras, CFO		1.10 State Agency Telephone Number 603-230-7010	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signatory	
1.13 Acknowledgment: 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 Public or Justice of the Peace			
1.14 State Agency Signature		1.15 Name/Title of State Agency Signatory Joseph W. Mollica , Chairman Michael R. Milligan, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) By: _____ On: _____			
1.18 Approval by Governor and Council By: _____ On: _____			

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

3. EFFECTIVE DATE/ COMPLETION OF SERVICES.

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

5.3. The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

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

7. PERSONNEL.

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

7.2. Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other persons, 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.

Contractor Initials _____
Date _____

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1. failure to perform the Services satisfactorily or on schedule;

8.1.2. failure to submit any report required hereunder; and/or

8.1.3. failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1. give the contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absense of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

8.2.3. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Defaults; 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/PRESEVATION.

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 terminaiton of this Agreement for any reason .

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in

detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than \$250,00 per claim and \$2,000,000 per occurrence: 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.

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.

Contractor Initials _____
Date _____

14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under the Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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 modified of the policy.

15. WORKER’S COMPENSATION.

15.1. By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance, with or exempt from, the requirements of N.H. RSA chapter 281-A (“Workers’ Compensation”)

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

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

17. NOTICE Any notice by a party hereto to the pther party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed

by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein be reference.

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

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

Contractor Initials _____
Date _____

EXHIBIT C
BID AND ADDENDUM ACKNOWLEDGEMENT

Response to Request for Bid for Retail Customer Service Training

The Bidder acknowledges the Bidder has carefully examined the RFP and draft Agreement.

The Bidders warrants that if Bid is accepted, Bidder will contract with the NHLC and comply with the requirements of the RFP and draft Agreement. Bidder agrees to deliver an executed Agreement to the NHLC within two (2) weeks of notification of acceptance of his/her Bid and receiving agreement from NHLC.

I, the undersigned, guarantee our Bid meets or exceeds specifications contained in the RFP document.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFP. Our firm will comply with all provisions and conditions as specified.

I affirm that I am duly authorized to execute this potential contract; that this company, corporation, firm, partnership, or individual has not prepared this Bid in collusion with any other Bidder(s); and that the contents of this Bid as to terms, or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder(s) or to any other person(s) engaged in this type of business prior to the official opening of the Bid.

I also affirm that I have received and examined all Addenda that have been issued under this RFP as listed and initialed below:

Addendum No. _____ Dated: _____ Initialed _____

Company Name and Name of Bidder: _____

Signature of Authorized Person: _____

Title: _____

Business Address of Bidder: _____

Business Phone Number: _____

Date: _____

Appendix A

Training Site Locations

ST	LOCATION	MANAGER/ CONTACT	ADDRESS	PHONE	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
2	W Chesterfield	Tammy Solomon	PO Box 177, 100B Route 9, West Chesterfield, NH 03466	256-6482	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
42	Meredith	Jolene Broderick	71 Route 104, Old Province Common Meredith, NH 03253	279-7018	9:00 am - 6:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
69	Nashua	Rich Theriault	25 Coliseum Avenue Nashua, NH 03063	882-4670	9:00 am- 9:00 pm	9:00 am- 9:00 pm	9:00 am - 6:00 pm
76	Hampton- N	Clarina Graca	I-95 North, PO Box 2081 Hampton, NH 03843-2081	926-3374 Fax:926- 8803	9:00 am- 9:00 pm	9:00 am - 9:00 pm	9:00 am - 9:00 pm
Enf	Concord	Kelly Mathews	57 Regional Drive, Suite #8 Concord, NH 03301	230-7052	8:00 am - 4:00 pm	N/A	N/A
HQ	Concord	Kelly Mathews	50 Storrs Street, Concord, NH 03301	230-7052	8:00 am - 4:00 pm	N/A	N/A