

STATE OF NEW HAMPSHIRE



NEW HAMPSHIRE LIQUOR COMMISSION

**REQUEST FOR PROPOSAL
For
PROFESSIONAL IMPLEMENTATION
and
SUPPORT AND MAINTENANCE SERVICES For
MICROSOFT DYNAMICS 365**

RFP# 2020-01-NXG

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Section 1 – Overview and Schedule

A. Executive Summary

The New Hampshire Liquor Commission (“NHLC” or “State”) is issuing this Request for Proposal (“RFP”) to procure professional services for two distinct engagements: 1) Implementation of the NHLC’s Microsoft Dynamics 365 (D365) software platform; and 2) Post-Implementation Support and Maintenance.

The NHLC seeks a *qualified vendor* to complete the development and deployment of the NHLC’s Microsoft D365 software platform. The D365 platform will integrate the NHLC’s point-of-sale, eCommerce, warehouses, and back office financial systems (the “NextGen” project). The NHLC also seeks a *qualified vendor* to provide post-implementation support and maintenance, which may be awarded as a separate contract from the contract awarded for implementation and may be awarded to the same or a different vendor based on the evaluation process outlined in Section 6.

A qualified vendor, for the purpose of this RFP, is an organization that has successfully implemented a Microsoft Dynamics platform to manage purchasing, sales, warehousing, distribution and financials for an alcohol beverage control jurisdiction.

This RFP describes the particular services and functionality sought by the NHLC and provides the terms governing this procurement process, including the required content of a Proposal, and the criteria by which submissions will be evaluated. For the purposes of this RFP, the terms “bidder,” “vendor,” “offeror,” and “proposer” are synonymous.

The solution implemented through the NextGen project will replace the NHLC’s legacy solution which is approximately thirty-five years old. This project was initiated with another vendor, which completed a significant amount of design and development work, but is no longer working on the project. Through its contract with the initial vendor, the NHLC also obtained point-of-sale and back office hardware, which is set forth in Appendix F. The NHLC seeks a new vendor to take over the NextGen project and, utilizing as much of the work done to date as possible, complete the development, testing and deployment of the solution. In the Letter of Intent to Respond to this RFP, as detailed in Section 4A, interested Vendors may indicate whether additional information regarding the work done to date is needed to prepare a response.

The Vendor selected for the implementation component of this RFP shall be prepared to begin work no later than 30 days from the effective date of a contract as provided in paragraph 3.1 of the State Form P-37, which is included as Appendix A of this RFP. Time is of the essence in the performance of the Vendor’s obligations under the Contract resulting from the implementation component of this RFP. The desired timeline for implementation is 12-18 months from the effective date of a Contract. The successful Vendor shall demonstrate that it has a stable and qualified workforce from which it shall staff the project to timely achieve the project outcomes.

Any contract(s) resulting from this RFP shall be structured as a not-to-exceed contract(s), as provided in Section 8C.

B. Schedule

The following table provides a Schedule of Events for this RFP. The NHLC reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum. Any such Addendum will be effected by posting on the NHLC official website at https://www.nh.gov/liquor/public_notices.shtml. **Proposers are responsible for checking the website for published Addenda.**

EVENT	DATE	LOCAL TIME
RFP Released to Proposers (Advertisement)	Friday, January 24, 2020	12:00 PM
Deadline to submit <u>Letter of Intent to Respond</u> *	Friday, January 31, 2020	12:00 PM
Mandatory Proposer Conference Call	Tuesday, February 4, 2020	2:00 PM
Proposer Inquiry Period Ends	Friday, February 14, 2020	1:00 PM
NHLC Response to Proposer Inquiries	Wednesday, February 19, 2020	11:00 AM
Proposals Due (“Closing Date”)	Monday, March 9, 2020	2:00 PM
Estimated Notification of Selection and Begin Contract Negotiations	Friday, March 13, 2020	11:00 AM

* LETTER OF INTENT TO RESPOND

Vendors interested in submitting a response to this RFP must first submit a Letter of Intent to Respond to the RFP. See Section 4A for details.

Section 2 - Description of NHLC

The New Hampshire Liquor Commission (“NHLC”) was established in 1933 following the repeal of prohibition. New Hampshire is one of seventeen “control” states or jurisdictions that control the sale of alcoholic beverages through a governmental agency. The NHLC regulates the manufacture, importation, storage, transportation, sale and use of wine, spirits and brewed beverages in New Hampshire.

In addition to regulating the alcoholic beverage business in New Hampshire, the NHLC is also a wholesaler and retailer of wines and spirits. The NHLC operates over 75 retail stores throughout

New Hampshire, through which the NHLC sells wines and spirits to both consumers and NHLC licensees. The NHLC maintains a non-bailment warehouse for State-owned product and also contracts with DHL Supply Chain to maintain a bailment warehouse, which provides wines and spirits to NHLC retail stores as well as NHLC licensees. Off-premise licensees, such as grocery or convenience stores, purchase wines from the NHLC to sell at retail. On-premise licensees, such as restaurants, purchase wines and spirits from the NHLC to sell to patrons at their establishments.

In Fiscal Year 2019, NHLC's gross sales were \$729.2 million. As a state agency, the NHLC transferred \$146.3 million to the State General Fund and \$8.4 million to the Alcohol Abuse Prevention and Treatment Fund.

Section 3 – Proposed Scope of Work

A. Minimum Qualifications

A qualified Vendor shall have successfully implemented, as vendor of record, a Microsoft Dynamics platform to manage purchasing, sales, warehousing, distribution and financials for an alcohol beverage control jurisdiction. For the purpose of this RFP, a “successful implementation” shall mean that the platform was implemented without critical failures that impeded the control jurisdiction’s ability to conduct business and the control jurisdiction deemed the implementation to be successful.

B. Deliverables

<h3>1) Implementation</h3>

The implemented solution must, at a minimum, provide a solution for all NHLC business processes identified in Appendix C. The solution shall be flexible and configurable, and require minimal customization (e.g., internal source code changes and custom programming) to accommodate the NHLC’s current and future business rules, state and federal law, existing data acquisition methods, reporting requirements, and interfaces. The solution must include automations where necessary to maintain at least the same level of overall efficiency as the current legacy system. It must include a fully functional Microsoft Dynamics POS solution connected to Microsoft D365 Finance & Operations, integrating all applicable transactions and data as detailed in this RFP. Additional functional details are outlined in the business processes set forth in Appendix C.

As part of the implementation, the Vendor shall also provide the following:

- Implementation of the solution, using an industry standard systems development lifecycle methodology (i.e. waterfall, agile, etc.);
- Active project management with reporting to a range of stakeholders;
- Analysis, mapping, consolidation, conversion and migration of legacy data in its various states and locations, to the new platform;

- Training and knowledge transfer on all facets of the implemented solution, both in its regular use as a business solution and in system administrative functions, following a “train the trainer” approach;
- Integration and interfacing with a variety of external systems, including: the State of New Hampshire financial management system (NH FIRST); the Manhattan system operated by NHLC’s third-party logistics partner, DHL Supply Chain; the State of New Hampshire licensing database (MLO); the NHLC’s electronic shelf label application (Jeegy); the NHLC’s eCommerce solution (e4Commerce); the State of New Hampshire’s payment processor/connector; the National Alcohol Beverage Control Association (NABCA); and Power BI;
- Specification, setup and configuration for mobile inventory scanner to work with D365 in retail stores and in the NHLC’s non-bailment warehouse (hardware to be purchased by NHLC);
- Plan and support for rollout to, at a minimum, the top ten (10) NHLC retail stores (see Appendix E for list of stores with annual sales);
- Knowledge transfer and training to transition to NHLC and DoIT technical personnel for rollout of new system to remaining NHLC retail stores;
- Rollout must include at least two monthly financial closings, one of which must include the top ten (10) stores;
- Warranty Period shall begin after rollout and two successful monthly financial closings and shall continue for a period of no less than ninety (90) days.

2) Post-Implementation Support and Maintenance

Commencing at the end of the Warranty Period, the Vendor shall provide ongoing system maintenance and support services in accordance with the following requirements:

- Services shall include, but not be limited to, software release management, application support, and solution enhancements;
- The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;
- The Vendor shall maintain a record of the activities related to maintenance activities performed for the State;
- For all maintenance services and support calls, the successful Vendor shall ensure the following information will be collected and maintained:
 - Issue identified by
 - Identifying number, i.e., work order number
 - Nature of the deficiency
 - Current status of the deficiency
 - Action plans, dates, and times
 - Expected and actual completion time

- Deficiency resolution information
- Resolved by;
- The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or deficiencies by collecting the following information:
 - Mean time between reported deficiencies with the Software
 - Diagnosis of the root cause of the problem
 - Identification of repeat calls or repeat Software problems
 - Problem Resolution Plan;
- If the Vendor fails to correct a deficiency within the allotted period of time stated in its proposal, the Vendor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue actions in accordance with Section 8 of State of NH Form P-37 (see Appendix A).

Section 4 – Process for Submitting a Proposal

A. Letter of Intent to Respond

Vendors interested in submitting a response to this RFP must first submit a Letter of Intent to Respond via email to: **Francis.Fredericks@liquor.nh.gov**. The subject line of the email must state: **RFP 2020-01-NXG Letter of Intent to Respond**.

The Letter of Intent to Respond must include the following information:

- 1) statement certifying that the Vendor meets the Vendor Minimum Qualification Requirement set out below;
- 2) list of all alcohol control jurisdictions for which the Vendor has implemented a Microsoft Dynamics platform;
- 3) the platform implemented in those control jurisdictions;
- 4) references from control jurisdictions with current contact information; and
- 5) a statement indicating whether the Vendor needs additional information regarding the work done to date at the NHLC, and, if so, what type of further access to information is needed.

Vendor Minimum Qualification Requirement

Vendors must be able to demonstrate that they have successfully implemented, as vendor of record, a Microsoft Dynamics platform to manage purchasing, sales, warehousing, distribution and financials for an alcohol beverage control jurisdiction. For the purpose of this RFP, a “successful implementation” shall mean that the platform was implemented without critical failures that impeded the control jurisdiction’s ability to conduct business and the control jurisdiction deemed the implementation to be successful, as confirmed by phone interview.

The Letter of Intent to Respond must be received no later than 12:00 p.m. on Friday, January 31, 2020.

The NHLC will confirm the Vendor's successful implementation in another control jurisdiction through a phone interview with references. Appendix I to this RFP contains a list of the questions the NHLC will ask during the phone interview.

Vendors that submitted a Letter of Intent to Respond and that meet the minimum qualification requirement will be notified by the NHLC via reply email and invited to attend a **mandatory conference call**.

B. Mandatory Conference Call

All Vendors that submitted a Letter of Intent to Respond and meet the minimum qualification requirement shall attend a **mandatory conference call on Tuesday, February 4, 2020 at 2:00 p.m.** The purpose of the call will be to describe the RFP process and answer procedural questions related to submitting a proposal. The call-in number and access code will be provided via email.

C. Proposal Inquiries

All inquiries concerning this RFP, including requests for clarifications, requests for changes to the RFP, and questions regarding New Hampshire Form P-37 shall be submitted via email to Francis Fredericks, Esq. at Francis.Fredericks@liquor.nh.gov, who shall be the Issuing Officer and single point of contact for this RFP. Proposers shall not contact the Issuing Officer by phone with any inquiries. Proposers shall not contact the issuing officer after the close of the proposal inquiry period.

All inquiries must be received by the RFP Issuing Officer no later than 1:00 p.m. on Friday, February 14, 2020. Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The NHLC intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the NHLC's discretion. The NHLC may consolidate or paraphrase questions for efficiency and clarity. The NHLC 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 concerning the RFP shall not be binding upon the NHLC. Official responses by the NHLC will be made only in writing by posting on the NHLC website at https://www.nh.gov/liquor/public_notices.shtml. Proposers shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

D. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the NHLC no later than the time and date specified in the Schedule section, herein. Proposals must be addressed to:

New Hampshire Liquor Commission
c/o
Francis Fredericks, Esquire
50 Storrs St
P.O. Box 503
Concord NH 03302

Proposals must be clearly marked as follows:

NEW HAMPSHIRE LIQUOR COMMISSION
RESPONSE TO RFP 2020-01-NXG

A Vendor is encouraged to submit a proposal for both the Implementation and the Support and Maintenance components of this project.

All sections of the RFP must be completed and delivered to the NHLC by the submission deadline. Do not alter any parts of this RFP. Late submissions will not be accepted and will be returned to the Proposer unopened. Preparation and delivery of the Proposals shall be at the Proposer's expense.

A Proposal shall be deemed received on the date and at the time officially documented by the NHLC as having been received at the location designated above. The NHLC accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility. Proposals transmitted by facsimile or email will not be accepted.

A Vendor shall submit separate and clearly marked proposal packets. One proposal packet, including all contents specified below, shall be clearly marked "IMPLEMENTATION" and the other proposal packet, including all contents specified below, shall be clearly marked "POST-IMPLEMENTATION SUPPORT AND MAINTENANCE." Each proposal packet will be evaluated and scored separately.

All Proposal packets submitted in response to this RFP must consist of:

1. One (1) original (clearly identified as such) and three (3) clearly identified copies of the Technical Proposal, including all required attachments;
2. One (1) original Cost Proposal in a separate and sealed envelope labeled "COST PROPOSAL"; and
3. One (1) USB Flash drive containing:
 - a) One (1) clearly identified complete electronic copy of the Technical Proposal, including all required attachments; and
 - b) One (1) clearly identified Cost Proposal saved as a separate file and named "COST PROPOSAL"; and

- c) If necessary, one (1) clearly identified electronic copy of a Technical Proposal with all Confidential Information fully redacted, as provided for in Section 7E of this RFP.

* In the event of a discrepancy between a proposal received in paper and an electronic copy, the paper copy identified as the original shall prevail.

Proposers who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, division of procurement and support services, pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

Failure to answer all sections or to follow instructions may be grounds for rejection of a proposal.

E. Restriction of Contact with NHLC Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, *all communication regarding this RFP with NHLC employees, DoIT personnel who support the NHLC or other vendors under contract with the NHLC is forbidden.* NHLC employees have been directed not to hold conferences or engage in discussions concerning this RFP with any potential contractor during the selection process. Proposers may be disqualified for violating this restriction on communications.

F. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

Section 5 - Content and Requirements for a Proposal

Proposals shall adhere to the following format and provide the required information set forth below:

A. Implementation

1) Technical Proposal

Technical Proposals shall contain the following information and should not include items not identified below:

- Cover Page
- Three References (one of which must be a control state or jurisdiction)
- Table of Contents
- Section I: Executive Summary
- Section II: Glossary of Terms and Abbreviations
- Section III: Response to System Requirements
- Section IV: Narrative Responses
- Section V: Business Qualifications

- Section VI: Qualifications of key Vendor staff
- Section VII: Cost Proposal (This section shall be left blank to serve as a place holder for the State evaluation team once the Cost Proposal has been opened).
- Section VIII: Appendix Materials from Vendor

Executive Summary

Provide an overview of the Vendor’s proposed plan for implementing the D365 platform for the NHLC. Vendors are encouraged to highlight those factors that they believe distinguish their services from potential competitors. The executive summary should not exceed five (5) pages.

Glossary of Terms and Abbreviations

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

Response to System Requirements

Provide a proposed Statement of Work (SOW) to meet, at a minimum, the required business processes set forth in Appendix C. On the worksheet provided in Appendix D, identify whether each process will be handled within D365, within the NHLC’s integrated eCommerce solution, within the NHLC’s integrated Power BI solution, through an ISV (with identification of specific ISV(s), or as a manual process outside of the solution.

The SOW must also include, at a minimum, plans for: payment solution integrating with J.P. Morgan Chase; system testing; security role structure and testing; deficiency correction; user acceptance testing; training; and warranty services. The SOW must further include a proposed work plan, including a timeline and details on the allocation of Vendor and State responsibilities.

Narrative Responses

Provide narrative response for the questions or items provided in Appendix G. Provide a complete response to the requirements described in Appendix H related to Payment Card Industry Data Security Standards.

Business Qualifications

Provide a high-level description of the Vendor’s corporate structure and staff size. Discuss the Vendor’s history and experience implementing and supporting Microsoft Dynamics software solutions. Highlight specific experience with alcohol control jurisdictions and large, “big box” retailers. Include experience specific to the Microsoft D365 platform.

As a measure of financial strength, provide at least one of the following:

- Current Dun & Bradstreet report;
- Two most recent audited financial statements and the two most recent unaudited quarterly financial statements; or
- Two most recent federal income tax returns.

Identify and describe any events of default or litigation initiated by or against clients during the last ten (10) years. Discuss asserted claims, merits, current status and, if applicable, outcome of each claim.

Qualifications of Key Vendor Staff

The Vendor shall assign a full-time Project Manager with nationally recognized project management certification and experience on a successful Dynamics implementation.

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.

In addition to the Project Manager, identify the Vendor’s key project staff whose time will be dedicated more than 50% to this project. At a minimum, key project staff shall include: A Dynamics Solution Architect, an Azure Technical Architect; Lead Dynamics Application Developer, and Functional Consultants in each of the following areas: Finance; Retail (2); Supply Chain Management (2). All key vendor staff shall have the appropriate and current Microsoft Certifications to perform their assigned roles.

Provide a resume for the Project Manager and each member of the key project staff. Each resume should address the following:

- The individual’s educational background;
- An overview of the individual’s work history;
- The individual’s project experience, including project type, project role and duration of the assignment; and
- List of relevant certifications.

The Vendor may not replace the Project Manager or key project staff without the prior written approval of the State’s Program Manager, unless they have left the employment of the Vendor.

If Subcontractors will be used, provide:

- Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
- A high-level description of the Subcontractor’s organization and staff size;
- Discussion of the Subcontractor’s experience with this type of Project;
- Resumes of key Subcontractor personnel proposed to work on the Project;
- Two references from companies or organizations for whom the Subcontractor performed similar services; and
- The list of insurances carried by the proposed Subcontractor.

No subcontractor shall be used by the Vendor without the prior written approval of the State’s Program Manager.

2) Cost Proposal

The Vendor must provide the Total Engagement Cost (i.e. not-to-exceed price) for implementation services on Appendix B-1, which shall be the “Vendor’s Proposed Cost” and the basis for scoring the cost proposal as provided in Section 6E. As support for the Total Engagement Cost, the Vendor must also provide a breakdown of proposed staffing and resource hours for each project phase by completing the tables in Appendix B-1.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services. The Vendor must assume all reasonable travel and related expenses. All costs shall be “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

B. Post-Implementation Support and Maintenance

1) Technical Proposal

Technical Proposals shall contain the following information and should not include items not identified below:

- Cover Page
- Three References (one of which must be a control state or jurisdiction)
- Table of Contents
- Section I: Executive Summary
- Section II: Glossary of Terms and Abbreviations
- Section III: Response to Support and Maintenance Requirements
- Section IV: Business Qualifications
- Section V: Qualifications of key Vendor staff
- Section VI: Cost Proposal (This section shall be left blank to serve as a place holder for the State evaluation team once the Cost Proposal has been opened).
- Section VII: Appendix Materials from Vendor

Executive Summary

Provide an overview of the Vendor’s proposed plan for supporting and maintaining the D365 platform for the NHLC. Vendors are encouraged to highlight those factors that they believe distinguish their services from potential competitors. The executive summary should not exceed five (5) pages.

Glossary of Terms and Abbreviations

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

Response to Post-Implementation Support and Maintenance Requirements

Provide a proposed Statement of Work (SOW) to meet the Post-Implementation Support and Maintenance requirements of the NHLC as set forth in Section 3B(2) of this RFP. Include a complete response to the requirements described in Appendix H related to Payment Card Industry Data Security Standards

Business Qualifications

Provide a high-level description of the Vendor's corporate structure and staff size. Discuss the Vendor's history and experience implementing and supporting Microsoft Dynamics software solutions. Highlight specific experience with alcohol control jurisdictions and large, "big box" retailers. Include experience specific to the Microsoft D365 platform.

As measure of financial strength, provide at least one of the following:

- Current Dun & Bradstreet report;
- Two most recent audited financial statements and the two most recent unaudited quarterly financial statements; or
- Two most recent federal income tax returns.

Identify and describe any events of default or litigation initiated by or against clients during the last ten (10) years. Discuss asserted claims, merits, current status and, if applicable, outcome of each claim.

Qualifications of Key Vendor Staff

The vendor shall assign an Account Manager with experience on a Dynamics 365 Post-Implementation Support and Maintenance account.

For the Account Manager, provide a resume addressing the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's project experience, including project type, project role and duration of the assignment; and
- List of relevant certifications.

Identify the team that will be assigned to the NHLC account, including position title, responsibilities and qualifications.

If subcontractors will be used, provide:

- Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role;
- A high-level description of the Subcontractor's organization and staff size;
- Discussion of the Subcontractor's experience with this type of Project;
- Resumes of key Subcontractor personnel proposed to work on the Project;
- Two references from companies or organizations for whom the Subcontractor performed similar services;
- The list of insurances carried by the proposed Subcontractor.

2) Cost Proposal

The Vendor must provide the Total 10-Year Cost (i.e. not-to-exceed price) for ongoing support and maintenance services on Appendix B-2, which shall be the “Vendor’s Proposed Cost” and the basis for scoring the cost proposal as provided in Section 6E. As support for the Total 10-Year Cost, the Vendor must also provide a breakdown of proposed staffing and hourly rates by completing the tables in Appendix B-2.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services. The Vendor must assume all reasonable travel and related expenses. All costs shall be “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

Section 6 – Evaluation of Proposals

Proposals for Implementation will be evaluated separately from Proposals for Post-Implementation Support and Maintenance.

If the State determines to make an award, the State will issue an Intent to Award Notice to a Vendor based on these evaluations. Should the State be unable to reach agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor and so on. Such discussions may continue at the sole option of the State until an agreement is reached or all Proposals are rejected.

A. Criteria for Evaluation and Scoring

1) Implementation

The NHLC will score the Implementation Proposals based on a total of 100 possible points as set forth in the table below:

CATEGORIES	POINTS	
TECHNICAL PROPOSAL		60
Experience and Qualifications	25	
Comprehensiveness of SOW	25	
Proposed Warranty Period	10	
COST PROPOSAL		40
TOTAL POTENTIAL POINTS		100

Each timely and responsive Proposal for Implementation will be evaluated and considered according to the following criteria:

Technical Proposal (60 points)

- Experience and Qualifications (25 points) – includes knowledge and experience of project staff, tenure of key project staff, client list, financial condition, experience with Microsoft Dynamics platform, and responses of provided reference(s) from control jurisdiction (See Appendix I)
- Comprehensiveness of SOW (25 points) – includes ability to meet the necessary outcomes of the NHLC’s business processes (See Appendix C), plan for project management, deployment approach, project methodology, and proposed work plan and timeline
- Proposed Warranty Period (10 points) – includes duration and comprehensiveness of warranties

Cost Proposal (40 points) – The Cost Proposal (Appendix B-1) will be allocated a maximum potential score of 40 points based on the Total Engagement Cost. The formula used to assign points for cost scoring is provided in Section 6E.

2) Post-Implementation Support and Maintenance

The NHLC will score Post-Implementation Support and Maintenance Proposals based on a total of 100 possible points as set forth in the table below:

CATEGORIES	POINTS	
TECHNICAL PROPOSAL		70
Experience and Qualifications	25	
Comprehensiveness of Proposed Support and Maintenance Services	25	
Infrastructure in Place for Support and Maintenance Services	20	
COST PROPOSAL		30
TOTAL POTENTIAL POINTS		100

Each timely and responsive Proposal for On-Going Support and Maintenance will be evaluated and considered according to the following criteria:

Technical Proposal (70 points)

- Experience and Qualifications (25 points) – includes knowledge and experience of support services staff, tenure of key support services staff, client list, financial

condition, experience with Microsoft Dynamics 365, and responses of provided reference(s) from control jurisdiction (See Appendix I);

- Comprehensiveness of Proposed Support and Maintenance Services (25 points) - The State will evaluate the Vendor's proposed support and maintenance plan, including the 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.
- Infrastructure in Place for Support and Maintenance Services (20 points) – includes current support and maintenance staff; support call center, toll free number or other means of remote support; and contracts with subcontractors to provide professional support and maintenance services

Cost Proposal (30 points) – The Cost Proposal (Appendix B-2) will be allocated a maximum potential score of 30 points based on the Total 10-Year Cost. The formula used to assign points for scoring is provided in Section 6E.

B. Planned Evaluations

The NHLC will use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Evaluation of Technical Proposals and scoring;
- Review of Cost Proposals and final scoring;
- Best and Final Offer (BAFO), if appropriate; and
- Select the highest scoring Proposer and begin contract negotiation.

C. Initial Screening

The NHLC will conduct an initial screening step to verify Proposer compliance with the submission requirements set forth in this RFP. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

D. Technical Scoring of Proposals

The NHLC will establish an evaluation team to score the Technical Proposals. The evaluation team will review and score the technical proposals according to the criteria set forth in Section 6A.

E. Cost Proposal Review

The evaluation team will unseal and review Cost Proposals after scoring the Technical Proposals. The Cost Proposal submission form is Appendix B-1 for the Implementation proposal and Appendix B-2 for the Post-Implementation Support and Maintenance proposal.

Each Cost Proposal will be scored independently according to the following formula:

$$\text{Vendor's Cost Proposal Score} = \left(\frac{\text{Lowest Proposed Cost}}{\text{Vendor's Proposed Cost}} \right) \times \text{Total Possible Points}$$

Proposers are advised that this **is not a lowest bid award** and that the score of the Cost Proposal will be combined with the other categories to determine the highest scoring Proposer.

F. Best and Final Offer

Upon completion of the scoring process, the NHLC may, at its sole discretion, invite the highest scoring Proposers to submit a “Best and Final Offer” (BAFO) for the NHLC’s consideration. The NHLC reserves the right to select the Proposer based solely on the initial proposals and is under no obligation to solicit or accept a BAFO from any Proposers. Proposers are encouraged to provide their most competitive prices in their initial proposals in the event the NHLC does not request a BAFO.

If the NHLC invites a Proposer to submit a BAFO, the NHLC will provide a submission deadline. The NHLC may communicate in writing to any Proposer selected to participate in the BAFO any price or cost targets that the NHLC is seeking in the BAFO. All restrictions on contact with NHLC employees outlined in Section 4E shall remain in effect for the BAFO period.

Each invited Proposer may only make one BAFO. The BAFO may not alter the substance of the Proposer’s technical proposal. The BAFO may only amend the Proposer’s initial Cost Proposal.

To the extent the NHLC solicits and receives a BAFO pursuant to this section, the NHLC will re-score the BAFO participants’ price. The NHLC will not select a Proposer based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the technical proposal and BAFO Cost Proposal. Only those Proposers who were invited to submit a BAFO will be considered for the award.

G. Final Selection

The NHLC will conduct a final selection based on the final evaluation of the initial proposals or, if requested, as a result of the Best and Final Offer, and begin contract negotiations with the selected Proposer.

If the NHLC determines to make an award, the NHLC will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should the NHLC be unable to reach agreement with the selected Proposer during Contract discussions, the NHLC may then undertake Contract

discussions with the second preferred Proposer and so on, or the NHLC may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

H. Rights of the NHLC in Accepting and Evaluating Proposals

The NHLC reserves the right to:

- a. Make independent investigations in evaluating Proposals and consider any source of information, including but not limited to State employees, previous customer experiences, internet research, and rating agencies;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- d. Omit any planned evaluation step if, in the NHLC's view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time; and
- f. Open contract discussions with the second highest scoring Proposer and so on, if the NHLC is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

Section 7 – Terms and Conditions Related to the RFP Process

A. RFP Addendum

The NHLC 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 NHLC, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

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

C. Property of the NHLC

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

D. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the NHLC will be grounds for disqualification.

E. Public Disclosure

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses. On the closing date for responses, the NHLC will post the number of responses received with no further information on the NHLC website. At least 5 business days prior to submitting the proposed contract to the department of administrative services, the NHLC will post the rank or score for each responding vendor on its website. RSA 21-G:37.

In accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).

The content of each Proposal shall become public information upon the award of any resulting Contract. *Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A.* However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as “CONFIDENTIAL.” A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The NHLC will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The NHLC will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the NHLC to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the NHLC will notify the Proposer of the request and of the date the NHLC plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the NHLC may release the requested information on the date specified in the NHLC’s notice without any liability to the Proposers.

F. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the NHLC to award a Contract. The NHLC 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.

G. Proposal Preparation Cost

By submitting a Proposal, a Proposer agrees that in no event shall the NHLC be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer that has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or that is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such Proposer shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A Proposer that was disqualified under this section because of a pending criminal charge that is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except that in the case of annulment, the information shall be deleted from the list.

I. Challenges on Form or Process of the RFP

A Vendor questioning an agency's identification of the selected vendor may request that the agency review its selection process pursuant to RSA 21-G:37. Such request shall be made in writing and be received by the agency within 5 business days after the rank or score is posted on the agency website. The request shall specify all points on which the Vendor believes the agency erred in its process and shall contain such argument in support of its position as the Vendor seeks to present. In response, the issuing agency shall review the process it followed for evaluating responses and, within 5 business days of receiving the request for review, issue a written response either affirming its initial selection of a vendor or canceling the bid. In its request for review, a Vendor shall not submit, and an agency shall not accept nor consider, any substantive information that was not included by the Vendor in its original bid response. No hearing shall be held in conjunction with a review. The outcome of the agency's review shall not be subject to appeal.

By submitting a proposal, the Proposer is deemed to have waived any challenges to the NHLC's authority to conduct this procurement and the form and procedures of this RFP.

Section 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables

identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The contract awarded for Post-Implementation Support and Maintenance may be separate from the contract awarded for Implementation and may be awarded to the same or a different vendor.

B. Award

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

C. Standard Contract Terms

The NHLC will require the successful Proposer to execute a Not-to-Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire, which is attached as Appendix A. The use of the phrase “not-to-exceed” in this context means that the Vendor will agree to a not-to-exceed cap on the total value of the Contract, referred to as a “price limitation.” The price limitation is the maximum amount payable to the selected contractor over the life of the contract.

The Implementation contract will be for a term of two (2) years from the date of approval. The contract term may be extended by an additional term of up to two (2) years at the sole option of the NHLC, subject to the parties’ prior written agreement on terms and applicable fees for each extended term. Any such extension shall be contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval.

The Post-Implementation Support and Maintenance contract will be for a term of ten (10) years following the warranty period. The contract term may be extended by two additional terms of up to two (2) years each at the sole option of the NHLC, subject to the parties’ prior written agreement on terms and applicable fees for each extended term. Any such extension shall be contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval.

To the extent that a Proposer believes that exceptions to Standard Terms and Conditions (P-37) will be necessary for the Proposer to enter into the Agreement, **the Proposer should note those issues during the Proposer Inquiry Period.** The NHLC will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the NHLC accepts a Proposer’s exception the NHLC will, at the conclusion of the inquiry period, provide notice to all potential Proposers of the exceptions which have been accepted and indicate that exception is available to all potential Proposers. **Any exceptions to the standard form contract that are not raised during the Proposer Inquiry Period are waived.** In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.

D. Special Terms to Be Included in A Contract Resulting from This RFP

In addition to the insurance requirements provided in Section 14 of New Hampshire Form P-37, the successful Vendor will be required to maintain Professional Liability insurance in the amount of not less than \$3,000,000 per loss and \$3,000,000 aggregate.

APPENDICES

APPENDIX A
SAMPLE FORM TO BE COMPLETED UPON AWARD

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
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		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (<i>if applicable</i>) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 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 payments 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with 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 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 Contractor.

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein

contained shall be deemed to constitute a waiver of the 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 Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

APPENDIX B COST PROPOSAL WORKSHEETS

B-1 Implementation Rates Worksheet

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet (B-1 below) to indicate the individuals who will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by stage. Please complete both B-1a (On Site) and B-1b (Off Site) if you are proposing both options for the State to consider, and alternatively complete only one table if you are proposing either on site or off site staffing models:

Table B-1a: Proposed Vendor Staff, Resource Hours and Rates Worksheet (On Site)

Name/Vendor's Role	Planning and Analysis	Configuration and Development	UAT	Deployment	Go-Live Warranty	Hours Total	Hourly Rate	Cost (Hours X Rate)
Project Manager								
Position #1								
Position #2								
Vendor Total On Site:								

Table B-1b: Proposed Vendor Staff, Resource Hours and Rates Worksheet (Off Site)

Name/Vendor's Role	Planning and Analysis	Configuration and Development	UAT	Deployment	Go-Live Warranty	Hours Total	Hourly Rate	Cost (Hours X Rate)
Project Manager								
Position #1								
Position #2								
Vendor Total Off Site:								

TOTAL ENGAGEMENT COST:	
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Key Assumption(s):

- Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column.
- Add as many rows as necessary to complete the full proposed team, that represents the full use of “professional services” being proposed to the NHLC.

APPENDIX B COST PROPOSAL WORKSHEETS

B-2 Post-Implementation Support and Maintenance Rates Worksheet

Vendor rates for Support and Maintenance Services are required. The following format must be used to provide this information. “SFY” refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Please complete both B-2a (On Site) and B-2b (Off Site) if you are proposing both options for the State to consider, and alternatively complete only one table if you are proposing either on site or off site support models:

Table B-2a: Future Vendor Rates Worksheet (On Site)

Position Title	SFY21	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31
Account Manager											
Position #1											
Position #2											
Vendor Total Cost On Site:											

Table B-2b: Future Vendor Rates Worksheet (Off Site)

Position Title	SFY21	SFY22	SFY23	SFY24	SFY25	SFY26	SFY27	SFY28	SFY29	SFY30	SFY31
Account Manager											
Position #1											
Position #2											
Vendor Total Cost Off Site:											

TOTAL 10-YEAR COST:

APPENDIX C REQUIRED BUSINESS PROCESSES

Transportation

General Description: Transfers, where product is going between the stores and warehouses, often include the licensed Third Party Logistics (3PL) transportation provider.

1. Warehouse to Store Transfer	2. Store to Store Transfer	3. Warehouse to Warehouse Transfer
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Finance

General Description: The accounting for the NHLC is comprised of several components, Accounts Receivable (AR), Accounts Payable (AP), Budgeting, Fixed Assets, Grant Billing and Expenses. While most of the practices follow traditional accounting methodology, given that the governmental department is one of many, there are some unusual details.

1. AR ACH Reconciliation	2. AP Processing Debit Memo/Claim Invoice	3. Grant Billing
4. AR Credit/Debit Card Reconciliation	5. AP Requisition	6. Journal Entries
7. AR Checks/Cash Reconciliation	8. AP Encumbrances	9. Trade Agreements (Weighted Averages with PowerBuys)
10. AR Lottery Reconciliation (Online and Instant)	11. Batch Billing	12. Expense Payroll
13. AR End of Day Reconciliation	14. Contested Invoices	15. Expense P-Card
16. AR Gift Cards Reconciliation	17. AP Invoice Payment	18. Supplies for HQ (Requisitions & Encumbrances)
19. AR Deposits in House	20. Finance End of Month	21. Supplies for Stores (Requisitions & Encumbrances)
22. AR Enforcement Deposits	23. Budgeting	24. Accruals
25. AR Dunning Letters	26. Fixed Assets	27. AR Licensee Credit Applications

APPENDIX C REQUIRED BUSINESS PROCESSES

Affidavits

General Description: Where liquor is a controlled and perishable product, when bottles are damaged or go past date, the stores and warehouses are responsible for creating affidavits to either write the stock off, bill the transportation company, or bill the vendor for the product and track its destruction.

1. Store Affidavits	2. Warehouse Affidavits (3 rd Party Logistics (DHL) & NHLC Warehouses)	3. Generate Claim Invoice
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Returns

General Description: Customers are able to return product to stores. How the customer is refunded the purchase price of the returned product is dependent on the original payment type, the dollar value, whether or not they possess the original receipt, and the reason for the return; In some cases, returns require a return authorization from NHLC headquarters. A separate type of “return” involves the decommissioning of lottery products, where the governmental agency, which handles the lottery, will request the retraction of their products from our stores when their agency deems it as effectively “expired.”

1. Return to Store	2. Refund Authorization	3. Enforcement Refund
4. Online/Electronic Lottery Ticket Return from Customer	5. AP Refunds to State Check	6. Marketing Sends Credit Memo
7. Return to 3PL	8. AR Refunds to Credit Card	9. Instant Lottery Ticket Return from Customer
10. Licensee in Store Returns	11. Reverse Payments	12. Return of Gift Card
13. Lottery Commission Decommissioning		

Retail

General Description: Retail staff will need to be able to complete basic functions, including but not limited to, starting and ending a shift, cash management practices (loans and pick-ups), sales, accepting payment on account from licensees, and recalling sales orders for review or edits. Not all retail staff will have D365 F&O licensing and will need to accomplish as many functions as possible under the device license for POS and mobile inventory scanners.

1. Start of Shift	2. Sales	3. Licensee Payment on Account
4. Till Loan	5. Recalling Sales Orders	6. End of Shift

APPENDIX C REQUIRED BUSINESS PROCESSES

7. Till Pick Up	8. Store Petty Cash	9. Smart Safe (Deposits and Reconciliation)
10. Start of Day	11. Shelf Display/Shelf Tag Printing	12. Enter Inventory Counts
13. Store Receiving from Warehouses	14. UPC Label Reprinting	15. Enter Inventory Cycle Counts
16. Store Receiving Drop Shipment	17. End of Day	18. Instant Ticket Vending Machine (ITVM) End of Day
19. Lottery Instant Ticket (Receive, Redeem, Decommission)	20. Enter Cycle Counts (Daily)	21. Online Lottery Redemptions

Payments

General Description: System is able to accept and account for various types of payments, and returned payments (i.e. when a check is returned for insufficient funds).

1. MLO Interface (Enforcement fees)	2. COFA	3. Gift Card Payment
4. Credit Card Payments	5. Cash Payments	6. ACH/e-Check Payment
7. Licensee Payments (Payment On Account and Pre-Payment)	8. Payment by Paper Check	9. AR Returned/Bounced Checks

Integrations

General Description: The system will integrate with third party businesses and state agencies as needed for inventory movement, sales and financials.

1. MLO	2. 3PL (Manhattan)	3. NH FIRST (Infor)
4. eCommerce (e4Commerce)	5. NABCA	6. Payment Connector
7. Electronic Shelf Tags (Jeegy)		

APPENDIX C REQUIRED BUSINESS PROCESSES

Invoice

General Description: System must be able to batch invoice via email and printing to licensees (customers, vendors and brokers) on a monthly basis.

1. Customer Invoicing	2. Vendor Invoicing	3. Broker Invoicing
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Technical

General Description: System should have a least privilege security setup for all employees based on job function and role in the organization.

1. Employee Setup/Position Changes	2. HQ Roles and Responsibilities	3. Store Assignments and Roles and Responsibilities
4. Warehouse Assignments and Roles and Responsibilities		

Setup

General Description: These are identified topics that will require either system configuration of the proper parameters or training for the staff to modify or create customer or location specific parameters as needed.

1. New Location Store Setup	2. Licensee Account Setup	3. Vendor/Broker Setup
4. Retail Product Submission	5. Order Assortment	6. Stores Adjust Absolute Values
7. Program & Categories Matrix	8. Retail Product Updates	9. Promotional Calendar Setup
10. Fiscal Calendar Setup	11. Depletion Allowance (DA)	12. Pricing Setup
13. Pricing Matrix	14. Coupons	15. Floor Stock Adjustments
16. Broker Special Purchase Allowance (SPA)	17. Vendor Special Purchase Allowance (SPA)	18. Store Ordering Schedule
19. Product Restrictions by Customer/License Type	20. Broker Stock – 3PL Integration	21. Customer Licensee Setup (payment options/tender restrictions)
22. Customer Licensee Pre-Pay on Account	23. Refund Type Matrix	24. Pricing Updates

**APPENDIX C
REQUIRED BUSINESS PROCESSES**

25. Payment Type Matrix	26. Electronic Shelf Tag Integration (Jeggy)	27. Revolving Fund/Change Fund setup
28. Loyalty Program	29. Feeder Availability	30. Virtual Stores
31. Allocations	32. Erroneous Pack Shipments	33. Store Relocation
34. Store Info Updates	35. Workflow Setup	36. Promotions

Auditing

General Description: The Auditing group is responsible to reconcile all inventory/product and transportation records.

1. 3PL Transportation and Warehouse Billing	2. 3PL Inventory Counts Integration	3. Monthly Enforcement Fee Reconciliation
4. Wholesale Shipments Reconciliation	5. Direct Shipment Reconciliation	6. 3PL Inventory Reconciliation
7. Define Cycle Counts	8. Define Inventory Counts	9. Inventory Count Reporting
10. Define Inventory Cycle Counts	11. Inventory Cycle Count Reporting	12. Inventory Cycle Count Full View of Reporting
13. Cycle Inventory Adjustment	14. Inventory Adjustment	15. 3PL Shipping and Receiving Reconciliation
16. Counting Shipment/ Transfer Holds		

Purchasing

General Description: The purchase and transfer of vendor owned stock to state owned stock at DHL warehouse.

1. Stock Transfers	2. Blanket Purchase Orders	3. Purchase Orders
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Sale

General Description: Transactions related to the sale/distribution of liquor and other retail products across all channels

1. Payment Methods	2. Special Purchase Orders	3. Special Retail Customer Orders
4. Keg Book Issuance	5. Retail Store Sales Transactions	6. Licensee Payment Methods

**APPENDIX C
REQUIRED BUSINESS PROCESSES**

7. Retail Online Order Pickup	8. Retail Online Order Direct Delivery	9. Promo Card Activation
10. Online Lottery & Gift Card Sales (Price Determined at Time of Sale)	11. Licensee In Store Purchase/Order	12. Licensee Online Purchase

Warehouse

General Description: In addition to a 3rd Party Logistics (3PL) warehouse, the NHLC maintains its own warehouse which manages a small subset of products available to customers either through the standard retail channel or designated for special marketing promotional events.

1. Warehouse Receiving	2. Warehouse Invoicing	3. Warehouse Picking & Shipping
4. Warehouse Label Reprinting	5. Saleable Breakage	6. Enter Cycle Counts
7. Warehouse Inventory Movement		

Order

General Description: All push and pull (including automatic) of inventory replenishment from warehouses and stores

1. Retail Store Add on Order	2. HQ Forced Order	3. Auto Replenishment Store Orders
4. 3PL Saleable Breakage Order	5. Licensee Order for Pickup in Store	6. Retail Online Order for Pickup in Store
7. Online Orders for Direct Ship to Home		

APPENDIX D
VENDOR WORKSHEET FOR REQUIRED BUSINESS PROCESSES

Provide proposed solution for all listed NHLC processes from the following potential solutions: **D365, eCommerce, Power BI, ISV (please provide proposed ISV in Vendor Comments), or Manual Process** outside of the solution. If a non-listed solution is proposed, provide details in Vendor Comments column.

Transportation:

Number	Process Name	Proposed Solution	Vendor Comments
1	Warehouse to Store Transfer		
2	Store to Store Transfer		
3	Warehouse to Warehouse Transfer		

Finance:

Number	Process Name	Proposed Solution	Vendor Comments
1	AR ACH Reconciliation		
2	AP Processing Debit Memo/Claim Invoice		
3	Grant Billing		
4	AR Credit/Debit Card Reconciliation		
5	AP Requisition		
6	Journal Entries		
7	AR Checks/Cash Reconciliation		
8	AP Encumbrances		
9	Trade Agreements (Weighted Averages with PowerBuys)		
10	AR Lottery Reconciliation (Online and Instant)		
11	Batch Billing		
12	Expense Payroll		
13	AR End of Day Reconciliation		
14	Contested Invoices		
15	Expense P-Card		
16	AR Gift Cards Reconciliation		
17	AP Invoice Payment		

**APPENDIX D
VENDOR WORKSHEET FOR REQUIRED BUSINESS PROCESSES**

Number	Process Name	Proposed Solution	Vendor Comments
18	Supplies for HQ (Requisitions & Encumbrances)		
19	AR Deposits in House		
20	Finance End of Month		
21	Supplies for Stores (Requisitions & Encumbrances)		
22	AR Enforcement Deposits		
23	Budgeting		
24	Accruals		
25	AR Dunning Letters		
26	Fixed Assets		
27	AR Licensee Credit Applications		

Affidavits:

Number	Process Name	Proposed Solution	Vendor Comments
1	Store Affidavits		
2	Warehouse Affidavits (3 rd Party Logistics (DHL) & NHLC Warehouses)		
3	Generate Claim Invoice		

Returns:

Number	Process Name	Proposed Solution	Vendor Comments
1	Return to Store		
2	Refund Authorization		
3	Enforcement Refund		
4	Online/Electronic Lottery Ticket Return from Customer		
5	AP Refunds to State Check		
6	Marketing Sends Credit Memo		
7	Return to 3PL		
8	AR Refunds to Credit Card		

APPENDIX D
VENDOR WORKSHEET FOR REQUIRED BUSINESS PROCESSES

Number	Process Name	Proposed Solution	Vendor Comments
9	Instant Lottery Ticket Return from Customer		
10	Licensee in Store Returns		
11	Reverse Payments		
12	Return of Gift Card		
13	Lottery Commission Decommissioning		

Retail:

Number	Process Name	Proposed Solution	Vendor Comments
1	Start of Shift		
2	Sales		
3	Licensee Payment on Account		
4	Till Loan		
5	Recalling Sales Orders		
6	End of Shift		
7	Till Pick Up		
8	Store Petty Cash		
9	Smart Safe (Deposits and Reconciliation)		
10	Start of Day		
11	Shelf Display/Shelf Tag Printing		
12	Enter Inventory Counts		
13	Store Receiving from Warehouses		
14	UPC Label Reprinting		
15	Enter Inventory Cycle Counts		
16	Store Receiving Drop Shipment		
17	End of Day		
18	Instant Ticket Vending Machine (ITVM) End of Day		
19	Lottery Instant Ticket (Receive, Redeem, Decommission)		
20	Enter Cycle Counts (Daily)		
21	Online Lottery Redemptions		

APPENDIX D
VENDOR WORKSHEET FOR REQUIRED BUSINESS PROCESSES

Payments:

Number	Process Name	Proposed Solution	Vendor Comments
1	MLO Interface (Enforcement Fees)		
2	COFA		
3	Gift Card Payment		
4	Credit Card Payments		
5	Cash Payments		
6	ACH/e-Check Payment		
7	Licensee Payments (Payment on Account and Pre-Payment)		
8	Payment by Paper Check		
9	AR Returned/Bounced Checks		

Integrations:

Number	Process Name	Proposed Solution	Vendor Comments
1	MLO		
2	3PL (Manhattan)		
3	NH FIRST (Infor)		
4	eCommerce (e4Commerce)		
5	NABCA		
6	Payment Connector		
7	Electronic Shelf Tags (Jeegy)		

Invoice:

Number	Process Name	Proposed Solution	Vendor Comments
1	Customer Invoicing		
2	Vendor Invoicing		
3	Broker Invoicing		

APPENDIX D
VENDOR WORKSHEET FOR REQUIRED BUSINESS PROCESSES

Technical:

Number	Process Name	Proposed Solution	Vendor Comments
1	Employee Setup/Position Changes		
2	HQ Roles and Responsibilities		
3	Store Assignments and Roles and Responsibilities		
4	Warehouse Assignments and Roles and Responsibilities		

Setup:

Number	Process Name	Proposed Solution	Vendor Comments
1	New Location Store Setup		
2	Licensee Account Setup		
3	Vendor/Broker Setup		
4	Retail Product Submission		
5	Order Assortment		
6	Stores Adjust Absolute Values		
7	Program & Categories Matrix		
8	Retail Product Updates		
9	Promotional Calendar Setup		
10	Fiscal Calendar Setup		
11	Depletion Allowance (DA)		
12	Pricing Setup		
13	Pricing Matrix		
14	Coupons		
15	Floor Stock Adjustments		
16	Broker Special Purchase Allowance (SPA)		
17	Vendor Special Purchase Allowance (SPA)		
18	Store Ordering Schedule		
19	Product Restrictions by Customer/Licensee Type		
20	Broker Stock – 3PL Integration		

APPENDIX D
VENDOR WORKSHEET FOR REQUIRED BUSINESS PROCESSES

Number	Process Name	Proposed Solution	Vendor Comments
21	Customer Licensee Setup (Payment Options/Tender Restrictions)		
22	Customer Licensee Pre-Pay on Account		
23	Refund Type Matrix		
24	Pricing Updates		
25	Payment Type Matrix		
26	Electronic Shelf Tag Integration (Jeegy)		
27	Revolving Fund/Change Fund Setup		
28	Loyalty Program		
29	Feeder Availability		
30	Virtual Stores		
31	Allocations		
32	Erroneous Pack Shipments		
33	Store Relocation		
34	Store Info Updates		
35	Workflow Setup		
36	Promotions		

Auditing:

Number	Process Name	Proposed Solution	Vendor Comments
1	3PL Transportation and Warehouse Billing		
2	3PL Inventory Counts Integration		
3	Monthly Enforcement Fee Reconciliation		
4	Wholesale Shipments Reconciliation		
5	Direct Shipment Reconciliation		
6	3PL Inventory Reconciliation		
7	Define Cycle Counts		
8	Define Inventory Counts		
9	Inventory Count Reporting		
10	Define Inventory Cycle Counts		

APPENDIX D
VENDOR WORKSHEET FOR REQUIRED BUSINESS PROCESSES

Number	Process Name	Proposed Solution	Vendor Comments
11	Inventory Cycle Count Reporting		
12	Inventory Cycle Count Full View of Reporting		
13	Cycle Inventory Adjustment		
14	Inventory Adjustment		
15	3PL Shipping and Receiving Reconciliation		
16	Counting Shipment/Transfer Holds		

Purchasing:

Number	Process Name	Proposed Solution	Vendor Comments
1	Stock Transfers		
2	Blanket Purchase Orders		
3	Purchase Orders		

Sale:

Number	Process Name	Proposed Solution	Vendor Comments
1	Payment Methods		
2	Special Purchase Orders		
3	Special Retail Customer Orders		
4	Keg Book Issuance		
5	Retail Store Sales Transactions		
6	Licensee Payment Methods		
7	Retail Online Order Pickup		
8	Retail Online Order Direct Delivery		
9	Promo Card Activation		
10	Online Lottery & Gift Card Sales (Price Determined at Time of Sale)		
11	Licensee In Store Purchase/Order		
12	Licensee Online Purchase		

APPENDIX D
VENDOR WORKSHEET FOR REQUIRED BUSINESS PROCESSES

Warehouse:

Number	Process Name	Proposed Solution	Vendor Comments
1	Warehouse Receiving		
2	Warehouse Invoicing		
3	Warehouse Picking & Shipping		
4	Warehouse Label Reprinting		
5	Saleable Breakage		
6	Enter Cycle Counts		
7	Warehouse Inventory Movement		

Order:

Number	Process Name	Proposed Solution	Vendor Comments
1	Retail Store Add on Order		
2	HQ Forced Order		
3	Auto Replenishment Store Orders		
4	3PL Saleable Breakage Order		
5	Licensee Order for Pickup in Store		
6	Retail Online Order for Pickup in Store		
7	Online Orders for Direct Ship to Home		

NEW HAMPSHIRE LIQUOR COMMISSION

RETAIL SALES BY LOCATION

FISCAL YEARS ENDED JUNE 30, 2019 and JUNE 30, 2018 (unaudited)

ST#	LOCATION	JUNE 30, 2019	JUNE 30, 2018	INCREASE/(DECREASE)		% OF SALES		RANK	
				AMOUNT	%	FY 19	FY 18	FY 19	FY 18
1	CONCORD	\$ 6,130,521	\$ 6,194,123	\$ (63,602)	(1.03)	1.14	1.18	26	25
2	CHESTERFIELD	8,151,943	7,653,377	498,566	6.51	1.51	1.46	18	19
3	MANCHESTER	458,620	480,784	(22,164)	(4.61)	0.08	0.09	78	80
4	HOOKSETT	3,835,784	3,093,553	742,231	23.99	0.71	0.59	49	56
5	BERLIN	1,416,489	1,322,471	94,018	7.11	0.26	0.25	73	74
6	PORTSMOUTH	5,420,451	5,150,959	269,492	5.23	1.00	0.98	31	31
7	LITTLETON	5,672,698	5,434,779	237,919	4.38	1.05	1.03	28	30
8	CLAREMONT	3,824,023	3,698,760	125,263	3.39	0.71	0.70	50	49
9	DOVER	5,868,326	5,809,462	58,864	1.01	1.09	1.11	27	28
10	MANCHESTER	13,730,283	12,454,783	1,275,500	10.24	2.54	2.37	10	11
11	LEBANON	5,562,652	5,531,051	31,601	0.57	1.03	1.05	29	29
12	CENTER HARBOR	3,189,007	3,200,535	(11,528)	(0.36)	0.59	0.61	56	55
13	SOMERSWORTH	2,972,372	2,581,626	390,746	15.14	0.55	0.49	58	59
14	ROCHESTER	10,170,163	6,625,714	3,544,449	53.50	1.88	1.26	16	24
15	KEENE	10,808,777	11,960,862	(1,152,085)	(9.63)	2.00	2.28	14	12
16	WOODSVILLE	2,031,356	1,987,806	43,550	2.19	0.38	0.38	66	66
17	FRANKLIN	2,080,095	2,081,787	(1,692)	(0.08)	0.39	0.40	65	64
18	COLEBROOK	1,492,962	1,290,272	202,690	15.71	0.28	0.25	72	75
19	PLYMOUTH	4,503,216	4,322,389	180,827	4.18	0.83	0.82	42	41
20	DERRY	3,873,454	3,530,123	343,331	9.73	0.72	0.67	48	51
21	PETERBOROUGH	4,617,836	4,378,908	238,928	5.46	0.86	0.83	39	40
22	BROOKLINE	3,748,785	3,954,325	(205,540)	(5.20)	0.69	0.75	51	45
23	CONWAY	8,028,527	7,826,271	202,256	2.58	1.49	1.49	19	18
24	NEWPORT	1,516,288	1,497,499	18,789	1.25	0.28	0.28	71	70
25	STRATHAM	6,254,662	6,149,154	105,508	1.72	1.16	1.17	25	26
26	GROVETON	251,133	570,100	(318,967)	(55.95)	0.05	0.11	79	79
27	NASHUA	5,493,688	6,626,314	(1,132,626)	(17.09)	1.02	1.26	30	23
28	SEABROOK-BCH	1,536,067	1,495,661	40,406	2.70	0.28	0.28	69	71
29	WHITEFIELD	826,988	761,010	65,978	8.67	0.15	0.14	77	78
30	MILFORD	4,977,692	4,319,982	657,710	15.22	0.92	0.82	32	42
31	MANCHESTER	4,729,960	3,883,188	846,772	21.81	0.88	0.74	37	47
32	NASHUA	9,315,492	8,751,348	564,144	6.45	1.72	1.67	17	17
33	MANCHESTER	6,860,502	6,734,005	126,497	1.88	1.27	1.28	23	22
34	SALEM	26,866,491	27,785,440	(918,949)	(3.31)	4.97	5.29	3	3
35	HILLSBORO	2,452,609	2,435,749	16,860	0.69	0.45	0.46	60	61
36	JAFFREY	1,304,706	1,151,005	153,701	13.35	0.24	0.22	75	76
37	LANCASTER	1,302,523	1,114,213	188,310	16.90	0.24	0.21	76	77
38	PORTSMOUTH	24,591,855	22,115,297	2,476,558	11.20	4.55	4.21	4	5
39	WOLFEBORO	3,388,889	3,529,718	(140,829)	(3.99)	0.63	0.67	54	52
40	WALPOLE	2,439,645	2,517,627	(77,982)	(3.10)	0.45	0.48	61	60
41	SEABROOK	12,520,870	11,799,967	720,903	6.11	2.32	2.25	12	13
42	MEREDITH	2,738,798	2,736,096	2,702	0.10	0.51	0.52	59	58
43	FARMINGTON	-	1,713,857	(1,713,857)	(100.00)	-	0.33	80	69
44	NEW HAMPTON	3,981,276	3,798,831	182,445	4.80	0.74	0.72	47	48

NEW HAMPSHIRE LIQUOR COMMISSION

RETAIL SALES BY LOCATION

FISCAL YEARS ENDED JUNE 30, 2019 and JUNE 30, 2018 (unaudited)

ST#	LOCATION	JUNE 30, 2019	JUNE 30, 2018	INCREASE/(DECREASE)		% OF SALES		RANK	
				AMOUNT	%	FY 19	FY 18	FY 19	FY 18
45	PITTSFIELD	\$ 1,529,679	\$ 1,493,104	\$ 36,575	2.45	0.28	0.28	70	72
47	LINCOLN	2,318,334	2,304,330	14,004	0.61	0.43	0.44	63	63
48	HINSDALE	4,923,774	4,544,464	379,310	8.35	0.91	0.86	33	35
49	PLAISTOW	10,340,831	10,370,443	(29,612)	(0.29)	1.91	1.97	15	15
50	NASHUA	31,707,839	27,852,540	3,855,299	13.84	5.87	5.30	1	2
51	PELHAM	4,278,623	4,501,469	(222,846)	(4.95)	0.79	0.86	45	36
52	GORHAM	1,905,455	1,858,744	46,711	2.51	0.35	0.35	68	68
53	HUDSON	4,721,177	4,596,800	124,377	2.71	0.87	0.87	38	34
54	GLEN	3,259,178	3,284,408	(25,230)	(0.77)	0.60	0.63	55	54
55	BEDFORD	13,990,960	15,310,350	(1,319,390)	(8.62)	2.59	2.91	9	9
56	GILFORD	4,819,918	4,665,387	154,531	3.31	0.89	0.89	35	33
57	OSSIPEE	2,350,266	2,304,948	45,318	1.97	0.44	0.44	62	62
58	GOFFSTOWN	4,490,665	4,194,088	296,577	7.07	0.83	0.80	43	44
59	MERRIMACK	7,638,581	7,391,066	247,515	3.35	1.41	1.41	21	20
60	W. LEBANON	13,560,562	13,329,472	231,090	1.73	2.51	2.54	11	10
61	N. LONDONDERRY	7,949,031	9,176,962	(1,227,931)	(13.38)	1.47	1.75	20	16
62	RAYMOND	3,051,247	2,926,114	125,133	4.28	0.56	0.56	57	57
63	WINCHESTER	2,097,118	1,909,815	187,303	9.81	0.39	0.36	64	67
64	NEW LONDON	4,483,849	4,484,627	(778)	(0.02)	0.83	0.85	44	38
65	CAMPTON	1,340,722	1,333,768	6,954	0.52	0.25	0.25	74	73
66	HOOKSETT-NO	18,809,748	19,140,447	(330,699)	(1.73)	3.48	3.64	7	7
67	HOOKSETT-SO	15,573,307	15,915,590	(342,283)	(2.15)	2.88	3.03	8	8
68	N. HAMPTON	7,118,530	7,161,015	(42,485)	(0.59)	1.32	1.36	22	21
69	NASHUA	22,254,247	20,008,584	2,245,663	11.22	4.12	3.81	6	6
70	SWANZEY	2,001,456	1,992,368	9,088	0.46	0.37	0.38	67	65
71	LEE	4,769,125	4,893,038	(123,913)	(2.53)	0.88	0.93	36	32
72	CONCORD	4,578,646	4,496,633	82,013	1.82	0.85	0.86	40	37
73	HAMPTON-SO	23,964,431	24,397,098	(432,667)	(1.77)	4.44	4.64	5	4
74	LONDONDERRY	11,634,421	11,244,142	390,279	3.47	2.15	2.14	13	14
75	BELMONT	3,662,414	3,629,341	33,073	0.91	0.68	0.69	52	50
76	HAMPTON-NO	30,489,775	30,655,611	(165,836)	(0.54)	5.65	5.83	2	1
77	RINDGE	4,254,877	4,274,990	(20,113)	(0.47)	0.79	0.81	46	43
78	HAMPSTEAD	3,460,048	3,306,898	153,150	4.63	0.64	0.63	53	53
79	EPPING	6,325,131	6,045,630	279,501	4.62	1.17	1.15	24	27
81	PEMBROKE	4,910,450	4,427,543	482,907	10.91	0.91	0.84	34	39
82	WARNER	4,521,268	3,945,112	576,156	14.60	0.84	0.75	41	46
TOTAL STORES		\$ 540,024,157	\$ 525,417,720	\$ 14,606,437	2.78	99.99	100.00		
900	WHSE-CONCORD	21,744	\$5,475	16,269	297.15	0.01	-		
903	WHSE-BOW	-	-	-	-	-	-		
908	ON-LINE SALES	12,860	19,534	(6,674)	(34.16)	-	-		
TOTAL WHSES		\$ 34,604	\$ 25,009	\$ 9,595	38.37	0.01	-		
GRAND TOTAL		\$ 540,058,761	\$ 525,442,729	\$ 14,616,032	2.78	100.00	100.00		

**APPENDIX F
NEXTGEN HARDWARE SPECS**

PART NUMBER	PRODUCT DESCRIPTION	PURPOSE	QTY
1VC29US#ABA	HP RP915 INTEL CORE I7-6700 3.4G 8M, 128GB HDD SATA SOLID STATE, 8GB DDR4-2133 (SNG CH), W10P6 64-BIT, 3-3-3 WTY US-ENGLISH LOCALIZATION	POINT OF SALE	303
CR5025-C500	BARCODE READER, KIT, DARK GRAY, PRESENTATION, 6FT STRAIGHT USB CABLE, REAL TIME CLOCK, AGE VERIFICATION	POINT OF SALE	303
QT457AA#ABA	HP STANDARD DUTY CASH DRAWER US	POINT OF SALE	303
FK221AA#ABA	HP USB POS KEYBOARD	POINT OF SALE	303
QY777AA	HP USB MOUSE	POINT OF SALE	303
SMART1500RMXLN	TRIPP-LITE, 1500VA 1350W UPS SMART RACKMOUNT	RETAIL STORE BACKOFFICE (MANAGER'S PC)	81
1WT50US#ABA	HP MP9 INTEL CORE I7-6700T 2.8G 8M 500GB HDD 7200 SATA, 16GB DDR4-2133 (DL CH) W10P6 64- BIT, 3-3-3-WTY US-ENGLISH LOCALIZATION	RETAIL STORE BACKOFFICE (MANAGER'S PC)	81
V5E94AA	HP, V194 18.5-IN MONITOR, US-ENGLISH LOCALIZATION	RETAIL STORE BACKOFFICE (MANAGER'S PC)	81
T6B82A	HP COLOR LASERJET PRO MFP M281FDW MULTIFUNCTION PRINTER	RETAIL STORE BACKOFFICE (MANAGER'S PC)	81
1BT24UA#ABA	HP MPOS 12, PRO X2 612 G2 PENTIUM 4410Y 12.0 4GB/128 PC	MOBILE POINT OF SALE	10
C31CE14551	EPSON TM-P20 BLUETOOTH EBCK MOBILINK, INCLUDES BATTERY, BASE CHARGER, AND ACADAPTC	MOBILE POINT OF SALE	10
CR2321-PKCYA	CODE CR2300 PALM BARCODE READER	MOBILE POINT OF SALE	10
CRA-B4	CODE CR3600 ACCESSORY B4 BATTERY	MOBILE POINT OF SALE	10
CRA-A117	CODE CR3600 ACCESSORY QUAD BAY B4 BATTERY CHARGING STATION WITH US POWER SUPPLY	MOBILE POINT OF SALE	10
F3K89AA#ABA	HP RETAIL EXPANSION DOCK FOR ELITEPAD US	MOBILE POINT OF SALE	10

APPENDIX G

NARRATIVE RESPONSES

For each of the following topics, provide a detailed response, including any software, hardware or other technical needs, related to the proposed Implementation solution:

1. Infrastructure and devices necessary to support physical Inventory Management related to cycle counting and receiving.
2. Recommended network infrastructure needed within the Retail Stores to support the connection to D365.
3. Email SMTP solution for sending system notifications to internal and external partners and customers.

APPENDIX H

PCI DSS PAYMENT APPLICATION DATA SECURITY STANDARD (PA DSS)

New Hampshire believes that any product used by the NHLC and the public which transmits, processes or stores cardholder data must meet PA-DSS validation requirements. Since the Vendor will access the production environment which transmits, processes or stores cardholder data, the vendor is therefore considered a “service provider” under Requirement 12.8 of the PCI DSS.

Please review the following contractual requirements that would likely be needed and stipulate any potential objection you would have during contract negotiation (now) as part of your proposal. The State will not entertain concerns raised during the contract negotiation process if they are not raised as part of the proposal. The Vendor will need to agree to the following provisions:

PCI DSS Payment Application Data Security Standard (PA DSS) – As the Vendor’s product is part of the processing, transmission, and/or storage of cardholder data, it is hereby agreed that:

- 1) Vendor attests that it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS;
- 2) Vendor agrees that they are responsible for the security of the services they provide as it impacts the cardholder data environment;
- 3) Vendor agrees to supply the current status of their PCI DSS compliance, evidence of its most recent validation of compliance upon execution of this contract, and must supply an attestation of compliance at least annually; and
- 4) Vendor will immediately notify the NHLC Program Manager if it learns that it is no longer PCI DSS compliant and will immediately provide the steps being taken to remediate the non-compliance status. In no event shall Vendor’s notification be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.

PCI DSS Requirement 12.8, Service Provider – If the Vendor provides services on the production environment used in the processing, transmission and/or storage of cardholder data, it is hereby agreed that:

- 1) Vendor agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.

- 2) Vendor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- 3) Vendor agrees to supply the current status of Vendor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Agency. Vendor must supply to Agency an attestation of compliance at least annually.
- 4) Vendor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall Vendor's notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
- 5) Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.

APPENDIX I

QUESTIONNAIRE FOR CONTROL STATE OR JURISDICTION

1. What was the nature of your engagement with the Vendor (Implementation, Post-Implementation Support and Maintenance, or both)?
2. Which software platform did the Vendor implement for the State?
3. When was the software platform implemented?
4. What was the duration of the implementation project?
5. What business operations was the software implemented to manage (purchasing, sales, warehousing and distribution, financials)?
6. Does the State manage its own retail operations? If so, what is the number of stores?
7. If the State manages its own retail operations, were there any specific challenges deploying the platform to the retail stores?
8. Were there any specific challenges with how the software platform was implemented to manage warehousing or inventory distribution?
9. Were there any specific challenges with how the software platform was implemented to manage the State's financials?
10. Was the software platform integrated with subsystems as part of the implementation? If so, were there any specific challenges with the integrations that were developed by the Vendor?
11. Were data migration efforts managed by the Vendor?
12. Were there any specific challenges with how data migration was managed or supported by the Vendor?
13. Did the project include Vendor-initiated change orders that added to the overall project cost?
14. What was the nature of any Vendor project staff turnover? Was staff turnover managed well by the Vendor when it occurred?
15. Was the software platform implemented without critical failures that impeded the State's ability to conduct business?
16. Does the State deem the implementation to be successful?
17. Does the State have a current contract with the Vendor, or plans for a future contract?