



State of New Hampshire

## Department of Information Technology

# NH Liquor Commission Next Generation Systems Project Initiation & RFP Creation

**RFP 2011-034**

**RFP ISSUED.....09/20/2010**

**VENDOR CONFERENCE..... 10/12/2010, EST**

**AT: New Hampshire State Liquor Commission  
Bureau of Enforcement  
10 Commercial St  
Training Room  
Concord, New Hampshire 03301**

**STATE POINT of CONTACT..... Deborah Milewski  
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**CONTRACT TYPE..... NOT TO EXCEED**

**PROPOSALS DUE.....11/5/2010 2:30 PM**

**AT: Department Of Administrative Services  
Room 102, 25 Capitol Street  
Concord, NH 03301**

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**NH Liquor Commission Next Generation Systems**  
**Project Initiation & RFP Creation**  
**DoIT -RFP 2011-034**

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**TERMS AND DEFINITIONS**

The following terms and definitions apply to this RFP and any resulting Contract.

|                                             |                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Acceptance Letter</b>                    | An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.                                                                                                                                                                                                                                                                  |
| <b>Acceptance Period</b>                    | The timeframe during which the Acceptance Test is performed.                                                                                                                                                                                                                                                                                                                      |
| <b>Acceptance Test Plan</b>                 | The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.                                                                                                                                                                                                 |
| <b>Acceptance Test and Review</b>           | Tests performed to determine that no Defects exist in the Application Software or the System.                                                                                                                                                                                                                                                                                     |
| <b>Agency</b>                               | "Agency" shall mean:<br>New Hampshire State Liquor Commission<br>50 Storrs Street<br>Concord, NH 03301                                                                                                                                                                                                                                                                            |
| <b>CCP</b>                                  | Change Control Procedures                                                                                                                                                                                                                                                                                                                                                         |
| <b>CR</b>                                   | Change Request                                                                                                                                                                                                                                                                                                                                                                    |
| <b>COTS</b>                                 | Commercial Off-The-Shelf Software                                                                                                                                                                                                                                                                                                                                                 |
| <b>CM</b>                                   | Configuration Management                                                                                                                                                                                                                                                                                                                                                          |
| <b>Certification</b>                        | The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.                                                                                                   |
| <b>Confidential Information</b>             | Information required to be kept Confidential from unauthorized disclosure.                                                                                                                                                                                                                                                                                                        |
| <b>Contract</b>                             | Contract means a binding legal agreement between the State of New Hampshire and the Vendor. The Contract includes, without limitation, the Request for Proposal, the offer submitted in response to the RFP, the Contract award, the standard purchase terms and conditions, supplemental terms and conditions if any, Specifications, and any addenda and amendments thereto.    |
| <b>Contract Conclusion</b>                  | Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.                                                                                                                                                                                                 |
| <b>Contract Managers</b>                    | The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the State in all Contract administration activities. |
| <b>Data</b>                                 | State's records, files, forms, Data and other documents or information that will be converted by the Vendor for processing.                                                                                                                                                                                                                                                       |
| <b>Deliverables</b>                         | A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.                                                                                                                                                                                      |
| <b>Department</b>                           | Agency of the State                                                                                                                                                                                                                                                                                                                                                               |
| <b>Department of Information Technology</b> | The Department of Information Technology established under by the Legislature, effective September 5, 2008.                                                                                                                                                                                                                                                                       |

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|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Documentation</b>                            | All information either in printed or electronic format created during this Project.                                                                                                                                                                                                                                                                                                                                                             |
| <b>DoIT</b>                                     | Department of Information Technology                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Effective Date</b>                           | The date on which an agreement, such as a Contract, takes effect.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Enhancements</b>                             | Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders                                                                                                                                                                                                                                |
| <b>Finance Agreement</b>                        | An agreement with a third party institution that will pay the Vendor for the contracted goods and services. The State will repay the third party over time according to the terms of the Finance Agreement.                                                                                                                                                                                                                                     |
| <b>Firm Fixed Price Contract</b>                | A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.                                                                                                                                                                                                                                                                         |
| <b>Fully Loaded</b>                             | Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.                                                                                                                                                                                                                                                                              |
| <b>Governor and Executive Council (G&amp;C)</b> | The New Hampshire Governor and Executive Council.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Hardware</b>                                 | Physical components required to build the System.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Information Technology (IT)</b>              | Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.                                                                                                                                                                |
| <b>Lease</b>                                    | A lease is a legally enforceable contract, which defines the relationship between an owner, the lessor, and a renter, the lessee. A lease spells out all of the terms involved in the merchandise rental agreement, including the length of time a lessee may use it and what condition it must be in upon return to the lessor. The amount of payments and any financial penalties for late payments may also be included in a lease contract. |
| <b>Licensee</b>                                 | The State of New Hampshire.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>NHSLC</b>                                    | New Hampshire State Liquor Commission                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Non Exclusive Contract</b>                   | A contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or service that is the subject matter of this RFP and any resulting Contract.                                                                                                                                                                                                                                       |
| <b>Non-Software Deliverables</b>                | Deliverables that are not Software Deliverables, e.g., meetings, help, support, services, other.                                                                                                                                                                                                                                                                                                                                                |
| <b>Notice to Proceed (NTP)</b>                  | The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.                                                                                                                                                                                                                                                                                                                            |
| <b>Project Team</b>                             | The group of State employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time, on budget and to the required Specifications and quality.                                                                                                                                                                                          |
| <b>Project Management Plan</b>                  | A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.                                                                                                                                                                                                                                                                                                                            |
| <b>Project Managers</b>                         | The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of                                                                                                                                                                                                                                                                                                                |

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|                                   | Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Proposal</b>                   | The submission from a Vendor in response to the RFP. (An offer, submitted in response to a request from a contracting authority, that constitutes a solution to the problem, requirement or object in the request.)                                                                                                                                                                                                                                                                                        |
| <b>Review</b>                     | The process of Reviewing Deliverables for Acceptance.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Review Period</b>              | The period set for Review contained in the Statement of Work for a Deliverable. If none is specified then the Review Period is five (5) business days.                                                                                                                                                                                                                                                                                                                                                     |
| <b>RFP (Request for Proposal)</b> | A Request For Proposal which solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.                                                                                                                                                                                                                                                                                                         |
| <b>Schedule</b>                   | The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Services</b>                   | The work or labor to be performed by the Vendor on the Project as described in the Contract.                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Software</b>                   | All custom Software and COTS Software provided by the Vendor under the Contract                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Software Deliverables</b>      | Software                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Software License</b>           | Licenses provided to the State under this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Specifications</b>             | The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein. |
| <b>State</b>                      | <p>STATE is defined as:</p> <p>State of New Hampshire<br/> New Hampshire State Liquor Commission<br/> 50 Storrs Street<br/> Concord, NH 03301</p> <p>-and-</p> <p>State of New Hampshire<br/> Department of Information Technology<br/> 27 Hazen Drive<br/> Concord, NH 03301</p> <p>Reference to the term "State" shall include applicable Agencies.</p>                                                                                                                                                  |
| <b>Statement of Work (SOW)</b>    | The Statement of Work clearly defines the basic requirements and objectives of the Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines                                                                                                                                                                                                                     |

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|                                     |                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     | the results that the Vendor remains responsible and accountable for achieving.                                                                                                                                                                                                                                                                                      |
| <b>State's Confidential Records</b> | State's information regardless of its form that is not subject to public disclosure under applicable State and federal laws and regulations, including but not limited to RSA Chapter 91-A.                                                                                                                                                                         |
| <b>State Data</b>                   | Any information contained within State Systems in electronic or paper format.                                                                                                                                                                                                                                                                                       |
| <b>State Fiscal Year</b>            | The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year                                                                                                                                                                                                                                  |
| <b>State's Project Manager (PM)</b> | State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).                                                                                                           |
| <b>Sub Vendor</b>                   | A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.                                                                                                                                                                    |
| <b>System</b>                       | All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.                                                                                                                                                                                                                         |
| <b>TBD</b>                          | To Be Determined.                                                                                                                                                                                                                                                                                                                                                   |
| <b>Technical Authorization</b>      | Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within Statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.                                                               |
| <b>Vendor</b>                       | Any individual, firm, or corporation invited to submit a Proposal to supply data processing Software and Services capable of satisfying State specified requirements.                                                                                                                                                                                               |
| <b>Warranty Period</b>              | That period following the Acceptance Date during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined to the State, at no charge, subject to any extensions for defect correction.                                                                                                                              |
| <b>Warranty Services</b>            | The Services to be provided during the Warranty Period.                                                                                                                                                                                                                                                                                                             |
| <b>Warranty Releases</b>            | Software code that is provided to the State as a remedy for Defects documented during the Warranty Period.                                                                                                                                                                                                                                                          |
| <b>Work for Hire</b>                | Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.                                                                                                                          |
| <b>Work Hours</b>                   | Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.                                                                                                           |
| <b>Work Plan</b>                    | The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, |

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|                             |                                                                                                                                                   |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | task dependencies, and the resources that would lead and/or participate on each task.                                                             |
| <b>Written Deliverables</b> | Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format. |

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## **1. INTRODUCTION**

The State of New Hampshire, acting through the Department of Information Technology (DoIT), is releasing this Request for Proposal (RFP) to procure Vendor Services for the New Hampshire State Liquor Commission (NHSLC), an operation consisting of 76 state-owned retail stores, state-owned warehouse, and wholesale operations. Vendor Services will be procured to conduct a comprehensive business requirements analysis, document current and future business requirements for a state-of-the-art integrated retail enterprise System and create an RFP for selection of the retail enterprise System. The Vendor selected will work with all Divisions at NHSLC to translate existing business functions they perform on the current System into comprehensive business requirements required of a future system to meet current System business functionality. The vendor selected will utilize their retail industry and Systems knowledge to work with each Division to help identify system functionality that should be sought when selecting the future System. While this functionality may not be necessary today, it will be of benefit to NHSLC in the future either for driving revenue, providing a competitive advantage, or in implementing changes in control state laws and practices. The Vendor selected, working in unison with the State point of contract and following state guidelines will create the RFP for NHSLC Next Generation Systems Selection process. DoIT is issuing this Request for Proposal ("RFP") as a vehicle for soliciting and evaluating proposals from interested parties. This RFP describes the Project and the NHSLC's requirements.

### **1.1 Contract Award**

A Contract award by the State will be based upon criteria, standards, and weighting identified in this RFP.

### **1.2 Contract Type**

The State plans to execute a Firm Fixed Price (FFP) Contract with a Not-to-Exceed (NTE) component resulting from this RFP.

### **1.3 Contract Term**

Time is of the essence.

The Vendor shall be fully prepared to commence work two weeks the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval ("Effective Date").

The Vendor's initial term will begin on the Effective Date and extend for up to one (1) year. The Contract may be extended for one additional year upon execution of an amendment and Governor and Executive Council.

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The Vendor shall commence work upon issuance of a Notice to Proceed by the State. If the Vendor commences work prior to the Effective Date and a Notice to Proceed, such work will be performed at the sole risk of the Vendor and the State shall be under no obligation to pay the Vendor for any costs incurred or Services performed.

#### **1.4 Overview of Services**

The Vendor shall be responsible for the following but not limited to:

- Work with the all business sections of the NHSLC to derive business requirements for the NHLC Next Generations Systems. Business Sections and divisions include Administration, Enforcement, Finance, Marketing and Merchandising, Store Operations and Warehouse.
- Document the business and functional requirements for replacement of the following systems :
  - Point-of-Sale software used for wholesale sales and retail sales in 76 retail stores
  - Warehouse Inventory Management System
  - Liquor Inventory and Distribution System
  - Supporting back office systems including data management
  - Data reporting, capturing and manipulation.
- Document the technical functional requirements for replacement of the above mentioned systems.
- Prepare a Request for Proposal based on the above requirement documents.

The Vendor may employ Subcontractors to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions* of this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any contract.

#### **1.5 Schedule of Events**

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

| <b>EVENT</b>                                                                               | <b>DATE</b> | <b>TIME</b> |
|--------------------------------------------------------------------------------------------|-------------|-------------|
| RFP released to Vendors (on or about)                                                      | 9/20/2010   |             |
| Vendor Inquiry Period begins (on or about)                                                 | 9/20/2010   |             |
| Notification to the State of the number of representatives attending the Vendor Conference | 10/6/2010   |             |
| Vendor Conference; location identified in <i>General Instructions</i> , Section 4.3        | 10/12/2010  | 1:30 PM     |
| Vendor Inquiry Period ends (final inquiries due)                                           | 10/12/2010  |             |

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|                                                                   |                          |         |
|-------------------------------------------------------------------|--------------------------|---------|
| Final State responses to Vendor inquiries                         | 10/15/2010               |         |
| Final date for Proposal submission                                | 11/5/2010                | 2:30 PM |
| Invitations for oral presentations                                | 11/15/2010               |         |
| Vendor presentations/discussion sessions/interviews, if necessary | 11/29/2010-<br>12/3/2010 |         |
| Anticipated Contract finalization                                 | TBD                      |         |
| Anticipated Notice to Proceed                                     | TBD                      |         |

## **2. DEFINITIONS OF TERMS**

The IT terms and definitions, located in *Terms and Definitions*, apply to this RFP and any resulting Contract.

## **3. SERVICES, REQUIREMENTS AND DELIVERABLES**

### **3.1 Services**

The State seeks to procure vendor services for the Project Initiation Phase of a future larger project called NHSLC Next Generation Systems, which will replace all current systems at NHSLC with a fully integrated Retail Enterprise System. The Project Initiation Services contracted as a result of this RFP include business requirements gathering, business requirements document creation, technical requirements definition and document creation, and RFP creation for selection of NHSLC Next Generation Systems. Each Proposal must present a methodology that can fully support the required outcome(s) listed in Appendix C: *Services Requirements and Deliverables*.

### **3.2 Requirements**

**3.2.1 Appendix B:** Minimum standards for Proposal consideration, compliance with Services Requirements, Vendor Retail Industry knowledge, Vendor experience with similar projects, and proposed Project Team.

**3.2.2 Appendix C:** Services requirements broken down by mandatory or optional.

**3.2.3 Appendix D:** Mandatory narrative descriptions of Services, and Project Management topics.

**3.2.4 Appendix E:** Vendor corporate qualifications, team organization and key Staff, Project Manager, and other key staff candidates' qualifications.

### **3.3 Deliverables**

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements are provided in Appendix F: *Pricing Worksheets*. A set of required Project Deliverables

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organized by category is detailed in Appendix C: *Service requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' experience with similar projects related to the Services and Project management topics.

#### **4. INSTRUCTIONS**

##### **4.1 Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by the Department of Administrative Services, Bureau of Purchase and Property, no later than the time and date specified in Section 1.5: *Schedule of Events*. Proposals must be addressed to:

**State of New Hampshire**  
**Bureau of Purchase and Property**  
**C/o Deborah Milewski**

**25 Capitol Street, 1st Floor**  
**Concord, New Hampshire 03301**

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
  
**RESPONSE TO DoIT RFP 2011-034**  
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Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Administrative Services, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Vendor's responsibility.

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

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

- a. One (1) original **and** three (3) clearly identified copies of the Proposal, including all required attachments,
- b. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.19.2: *Transmittal Form Letter*, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- c. One (1) electronic copy on CD ROM in MS WORD format.

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The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

#### **4.2 Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

Deborah Milewski  
Information Technology Manager  
C/O NH State Liquor Commission  
50 Storrs Street  
Concord, New Hampshire, 03301  
Telephone: (603) 271-2788  
Email: [deborah.milewski@doit.nh.gov](mailto:deborah.milewski@doit.nh.gov)

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. All inquiries coming into the RFP State Point of Contact must include the RFP number in the email "Subject line" and within the email must identify Section number and description that inquiry pertains to.

Inquiries must be received by the RFP State Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 1.5 *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 1.5: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

##### **4.2.1 Restriction of Contact With State Employees**

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: *Proposal Inquiries*. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

#### **4.3 Vendor Conference**

A **non-mandatory** Vendor Conference will be held at the following location on the date and at the time identified in Section 1.5: *Schedule of Events*:

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New Hampshire State Liquor Commission  
Bureau of Enforcement  
10 Commercial St  
Training Room  
Concord, New Hampshire 03301

All Vendors that intend to submit Proposals are encouraged attend the Vendor Conference. Vendors are requested to RSVP via email to [ithd@liquor.state.nh.us](mailto:ithd@liquor.state.nh.us) by the date identified in Section 1.5: *Schedule of Events*, indicating the number of individuals who will attend the Vendor Conference.

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

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the website by the date specified as the final State responses to Vendor inquiries as specified in Section 1.5: *Schedule of Events*. Vendors are responsible for any and all costs associated with attending the Vendor Conference.

**NOTE: The State will NOT distribute a list of Vendor Conference attendees.**

**4.4 Alteration of RFP**

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

**4.5 RFP Addendum**

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

**4.6 Non-Collusion**

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

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**4.7 Validity of Proposal**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 1.5: *Schedule of Events*, or until the Effective Date of any resulting Contract, whichever is later.

**4.8 Property of the State**

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

**4.9 Confidentiality of a Proposal**

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

**4.10 Public Disclosure**

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

**4.11 Security**

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, systems and Data. The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

**4.12 Non-Commitment**

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

**4.13 Proposal Preparation Cost**

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

**4.14 Oral Presentations/Interviews and Discussion**

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to provide services outlined in this document. Any costs associated with oral presentations/interviews shall be borne entirely by the Vendor. The Vendors may be requested to provide demonstrations of their proposed systems as part of their presentations.

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**4.15 Required Contract Terms and Conditions**

By submitting a Proposal, the Vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix G: *General Standards and Requirements* and RFP Section 6: *General Contract Requirements*, herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's *Terms and Conditions* and any portion of the Vendor's Proposal, the State's *Terms and Conditions* shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's Proposal.

**4.16 Award**

The State plans to execute a Firm Fixed Price (FFP) Contract with a Not-to-Exceed (NTE) component as a result of this RFP.

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

**4.17 Proposal Format**

Proposals should follow the following format:

- The Proposal should be provided in a three-ring binder.
- The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the Proposal must include a page number and the number of total pages and identification of the Vendor in the page footer.
- Tabs should separate each Section of the Proposal.

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

**4.18 Proposal Organization**

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of Key Staff
- **Section VII:** Cost Proposal

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- **Section VIII:** Copy of the RFP and any signed Addendum (a) *required in original Proposal only.*

**4.19 Proposal Content**

Proposals should contain the following:

**4.19.1 Cover Page**

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
  
**RESPONSE TO DoIT RFP 2011-034**  
**NH Liquor Commission Next Generation Systems Project**  
**Initiation & RFP Creation**

The cover page should also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

**4.19.2 Transmittal Form Letter**

The Vendor must submit a hand written and signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes will result in a Proposal being rejected.

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**Department of Information Technology**  
**NH Liquor Commission Next Generation Systems**  
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State of New Hampshire Proposal Transmittal Form Letter

Company Name \_\_\_\_\_

Address \_\_\_\_\_

To: DoIT Point of Contact: Deborah Milewski  
Telephone (603) 271-2788  
Email: deborah.milewski@doit.nh.gov

**RE: Proposal Invitation Name: NH Liquor Commission Next Generation Systems Project  
Initiation & RFP Creation**

Proposal Number: DoIT 2011-034

Proposal Due Date and Time: 11/5/2010 2:30 PM

Dear Sir:

Company Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH DoIT 2011-034 NH Liquor Commission Next Generation Systems Project Initiation & RFP Creation at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Section 6: *General Contract Requirements* and Appendix G-4: *State of New Hampshire Terms and Conditions*.

Company Signor: \_\_\_\_\_ is authorized to legally obligate

Company Name: \_\_\_\_\_.

We attest to the fact that:

The company has Reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix G-4 and *Contract Requirements* in Section 6, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting contract, whichever is later;

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of RFP 2011-034 and any subsequent signed addendum (a).

Our official point of contact is \_\_\_\_\_,

Title \_\_\_\_\_

Telephone \_\_\_\_\_, Email \_\_\_\_\_

Authorized Signature Printed \_\_\_\_\_

Authorized Signature \_\_\_\_\_

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- **Important Note: Vendors are provided an electronic version of the RFP Transmittal Letter. Any electronic alteration to this Transmittal Letter template is prohibited. Any such changes may result in a Proposal being rejected.**

**4.19.3 Table of Contents**

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.18: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

**4.19.4 Section I: Executive Summary**

The executive summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

**4.19.5 Section II: Glossary of Terms and Abbreviations**

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

**4.19.6 Section III: Responses to Services Requirements and Deliverables**

Services provided in Appendix C: *Service requirements and Deliverables*, included in this RFP, are designated as *Mandatory* ("M") or *Optional* ("O") features of the proposed Services.

Using the Tables in Appendix C, the Vendor must document the ability to meet the requirements and Deliverables of this RFP.

**4.19.7 Section IV: Narrative Responses**

Section IV solicits narrative responses describing the Services and Project Management topics defined for this Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different Deliverables of the Proposal. Discussion of each topic must begin on a new page.

**4.19.8 Section V: Corporate Qualifications**

Section V will provide corporate qualifications of all firms proposed to participate in the Project. Specific information to be provided is described in Section E-1: *Required Information on Corporate Qualifications* of Appendix E: *Standards for Describing Vendor Qualifications*.

**4.19.9 Section VI: Qualifications of key staff**

To evaluate qualifications of key staff, the State will consider three (3) factors:

- a. Proposed team organization, team designation and identification of key staff;
- b. Qualification of candidates for Project Manager; and
- c. Qualifications of candidates for key staff roles.

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This Proposal section must be used to provide required information on these topics. Specific information to be provided is described in Sections: E-2: *Team Organization and Designation of key staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for key staff Roles*, of Appendix E: *Standards for Describing Vendor Qualifications*.

**4.19.10 Section VII: Cost Proposal**

The Cost Proposal must include the following:

- The *Activities/Deliverables/Milestones Pricing Worksheet* prepared using the format provided in Table F-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Proposed Position – Initial Contract Term Vendor Rates Worksheet* prepared using the format provided in Table F-2 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Proposed Vendor Staff and Resource Hours Worksheet* prepared using the format provided in Table F-3 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Future Vendor Rates Worksheet* prepared using the format provided in Table F-4 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

**4.19.11 Section VIII: Copy of the RFP and any signed Addendum (a),** required in original Proposal only

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## **5. PROPOSAL EVALUATION PROCESS**

### **5.1 Scoring Proposals**

The State will use a scoring scale of one hundred (100) points, which shall be applied to the Solution as a whole. Points will be distributed among four (4) factors

Points will be distributed according to the formula below:

- 25 points – Vendor’s retail industry, service, and project management experience;
- 25 points – Vendor Company and staffing Qualifications;
- 25 points – Vendor’s total solution and
- 25 points – Vendor Solution Cost
- 100 points - Total Possible Score.

### **5.2 Rights of the State in Evaluating Proposals**

The State reserves the right to:

- a. Consider any source of information in evaluating Proposals;
- b. Omit any planned evaluation step if, in the State’s view, the step is not needed;
- c. At its sole discretion, reject any and all Proposals at any time; and
- d. Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

### **5.3 Planned Evaluations**

The State plans to use the following process:

- a. Initial screening:
  - The Proposal is date and time stamped before the deadline.
  - The Vendor has sent the proper number of copies
  - The original version of the Proposal is marked “ORIGINAL” and the copies are marked “COPY.”
  - The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP.
  - The proposed solution meets the requirements as specified in Appendix B of the RFP: *Minimum Standards for Proposal Evaluation*.
- b. Preliminary evaluation of the Proposals and reference and background checks;
- c. Oral interviews;
- d. Best and Final Offer (BAFO), if appropriate, and
- e. Final evaluation of Proposals.

#### **5.3.1 Initial Screening**

The State will conduct an initial screening step to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the following:

- Submission requirements addressed in Section 4: *Instructions*.
- Minimum standards defined in Appendix B: *Minimum Standards for Proposal Consideration*.

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- Agreement to the State's Terms and Conditions and provisions as defined in the RFP without exception.

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

**5.3.2 Preliminary Evaluation of Proposals, References and Background Checks**

The State will establish an evaluation team to evaluate Proposals, conduct reference checks, and background checks.

**5.3.3 Oral Interviews**

Preliminary scores from the evaluation of the Proposals will be used to select Vendors to invite to oral interviews. The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews.

For each invited Vendor, the oral interviews will be up 3 hours in length. A highly structured agenda will be used for oral interviews to ensure standard coverage of each invited Vendor. Information gained from oral interviews will be used to refine scores assigned from the initial Review of the Proposals.

**5.3.4 Best and Final Offer**

The State may, at its sole option, either accept a Vendor's initial Proposal by award of a Contract or enter into discussions with Vendors whose Proposals are deemed best qualified to be considered for an award. After discussions are concluded a Vendor may be allowed to submit a "Best and Final Offer" for consideration.

**5.3.5 Final Evaluation**

The State will conduct final evaluations as a culmination of the entire process of Reviewing Vendor Proposals and information gathering. After making a preliminary determination of award, the State reserves the right to conduct site visits to a Vendor location and/or government site(s) that utilizes the Vendor services.

**5.4 Proposal Evaluations**

The State will select a Vendor based upon the criteria and standards contained in this RFP and from applying the following weightings. Oral interviews and reference checks will be used to refine and finalize preliminary scores.

- 25 points – Vendor's retail industry, service, and project management experience;
- 25 points – Vendor Company and staffing Qualifications;
- 25 points – Vendor's Proposed Solution and
- 25 points – Vendor Solution Cost
- 100 points - Total Possible Score.

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**5.4.1 Scoring of the Proposed Solution**

The Vendor's Proposed Solution will be allocated a maximum score of twenty five (25) points. These points will be distributed among the following sub-factors for the solution: Overall Fit; Narratives; and Usability

**5.4.2 Scoring of Vendor Technical, Service, and Project Management Proposal**

Vendor proposed Services will be allocated a maximum score of twenty five (25) points, and be distributed among the following sub-factor narratives on: Service Topics and Project Management Topics.

**5.4.3 Scoring of Vendor Company and Staffing Qualifications**

Vendor qualifications (including any Subcontractors) will be allocated a maximum score of twenty five (25) points which will be distributed among the following sub-factors: corporate qualifications; organization and size of the Vendor's proposed Project Team; qualifications of the proposed Project Manager; and qualifications of proposed key staff. (See Appendix E for requirements)

- a. Corporate Qualifications:** Topics that will be considered in evaluating corporate qualifications include but are not limited to financial strength, availability of backup staff, corporate experience, certifications, and project references.
- b. Organization and Size of the Vendor's Proposed Project Team:** Topics that will be considered in evaluating organization and size of the Vendor's proposed Project team include, but are not limited to, coverage of significant areas, appropriate roles, designation and identification of key staff and timing of assignments.
- c. Qualifications of Proposed Project Manager:** Vendors are permitted but not required to identify up to three (3) candidates for the role of Project Manager. If a Vendor identifies multiple candidates, each candidate will be evaluated, and the score assigned will be the lowest score assigned to any proposed candidate. Topics to be considered in evaluating qualifications of the proposed Project Manager include, but are not limited to, education, experience, and references.
- d. Qualifications of Proposed key staff:** Topics to be considered in evaluating qualifications of proposed key staff include, but are not limited to, education, experience, and references.

**5.4.4 Scoring the Solution Cost**

Vendor proposed Solution cost will be allocated a maximum score of twenty five (25) points. Tables for providing price information are provided in APPENDIX F: *Pricing Worksheets*. Cost information worksheets required in the Proposal are formatted to provide a sound basis for comparing costs.

The following formula will be used to evaluate a Vendors pricing proposal:

*Vendor's Cost Score=(Lowest Proposed Cost / Vendor's Proposed Cost) times  
NUMBER OF maximum points for solution costs defined in Section 5.1: Scoring  
Proposals.*

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For the purpose of this formula, the lowest proposed cost is defined as the lowest cost proposed by a Vendor who fulfills the minimum qualifications.

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## **6. GENERAL CONTRACT REQUIREMENTS**

### **6.1 State of NH Terms and Conditions and Contract Requirements**

The Contract requirements set forth in Section 6: *General Contract Requirements*, herein and the *State of New Hampshire Terms and Conditions* contained in Appendix G-4 shall constitute the core for any Contract resulting from this RFP.

### **6.2 Contract Term Dates**

See Section 1.3: *Contract Term*.

### **6.3 Non-Exclusive**

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

### **6.4 Vendor Selection**

Each Proposal will be evaluated and considered with regard to the Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

The State will issue intent to award letter to a Vendor based on these evaluations. Should the State be unable to reach agreement with the 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.

### **6.5 Vendor Responsibilities**

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

The Vendor may subcontract services subject to the RFP, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and Appendix G-4: *State of New Hampshire Terms and Conditions*. The Vendor must submit with its Proposal all information and Documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from any Contract.

### **6.6 Project Budget/Price Limitation**

The State has funds budgeted for this Project, subject to Section G-4.2: *Conditional Nature of Contract* of the *State of New Hampshire Terms and Conditions* contained in Appendix G -4: *State of New Hampshire Terms and Conditions*.

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**6.7 State Contracts**

The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware Contracts to acquire supporting Software and hardware. The State shall compare Vendors' proposed hardware and software costs with our existing statewide contract vendors and determine the most advantageous procurement venue for purchasing these Project components.

**6.8 Vendor Staff**

In the Proposal the Vendor shall assign and identify a Project Manager and key staff, in accordance with the requirements and Deliverables of Appendix C: *Services Requirements and Deliverables* and Appendix E: *Standards for Describing Vendor Qualifications*.

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, at the State's discretion, Review of the proposed Project Manager's resume and qualifications, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all management matters. The Project Manager must be available to promptly respond within two (2) hours to inquiries from the State, and at the site as needed. The Vendor must use his or her best efforts on the Project.

The Vendor shall not change key staff and Project Manager Commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor's Project staff shall require the prior written approval of the State. Replacement Project staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

The State may conduct reference and background checks on the Vendor's Project staff. The State reserves the right to reject the Vendor's Project staff as a result of such reference and background checks.

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

The State reserves the right to require removal or reassignment of the Vendor's Key Project Staff found unacceptable to the State.

**6.9 Work Plan**

Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. A final Work Plan will be due fifteen (15) business days after Contract approval by the Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than weekly to accurately reflect the status of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment schedule. Any updates to the Work Plan shall require the prior approval of the State. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor

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from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract.

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

#### **6.10 Deliverables**

The Vendor shall provide the State with the Deliverables in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Section 6.13: *Acceptance* herein.

Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the Service, in whole or in part.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency and Review.

##### **6.10.1 Written Deliverables Review**

The State will Review the Written Deliverables within an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

#### **6.11 Licenses**

##### **6.11.1 Third Party**

The Vendor shall identify all third party agreements to be provided under the Contract with the Vendor's Proposal, including but not limited to support and services agreements. The terms in any such agreement must be consistent with this RFP and any resulting

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Contract, including, but not limited to, the *State of New Hampshire Terms and Conditions*, Appendix G-4.

**6.12 Acceptance**

**6.12.1 Services Acceptance**

Upon acceptance of each Written Deliverable, the State will notify the Vendor in writing of its Acceptance.

**6.13 Warranty**

**6.13.1 Software**

The Vendor shall warrant that any Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

**6.13.2 Non-Infringement**

The Vendor shall warrant that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

If the Vendor believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Vendor may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Vendor may end the license, and require return of the applicable Material and refund all fees the State has paid the Vendor under the Contract. The Vendor will not indemnify the State if the State alters the Material without the Vendor's consent or uses it outside the scope of use identified in the Vendor's user Documentation or if the State uses a version of the Material which has been

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superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. the Vendor will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by the Vendor. The Vendor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by the Vendor, without the Vendor's consent.

**6.13.3 Viruses; Destructive Programming**

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

**6.13.4 Compatibility**

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

**6.13.5 Services**

The Vendor warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**6.13.6 Personnel**

The Vendor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**6.14 Administrative Specifications**

**6.14.1 Travel Expenses**

The Vendor must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**6.14.2 Shipping and Delivery Fee Exemption**

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

**6.14.3 Project Workspace and Office Equipment**

The State will provide the following workspace and office equipment for the Project:

The Department of Information Technology will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, excluding

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desktop computers, for the Vendor's staff. If a Vendor has specific requirements, they must be included in the Vendor's Proposal.

**6.14.4 Work Hours**

Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

**6.14.5 Access/Cooperation**

As applicable, and subject to the applicable laws and regulations, the State will provide the Vendor with access to desktop software and personal computer-based Systems as required to complete the contracted Services.

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

**6.14.6 State-Owned Documents and Copyright Privileges**

The Vendor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this RFP. Upon expiration or termination of the Contract with the State, the Vendor shall turn over all State-owned documents, material, reports, and work in progress relating to this RFP to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

**6.14.7 Intellectual Property**

The State shall hold all ownership, title, and rights for any Documentation developed in connection with performance of obligations under the Contract. The State shall have sole right to produce, publish, or otherwise use such Documentation developed under the contract and to authorize others to do so.

The Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, expertise, and techniques that are acquired or used in the course of its performance under this agreement.

**6.14.8 Status Meetings and Project Reporting**

The State believes that effective reporting through meetings and written reports is essential to Project success. At a minimum, the State expects the following:

- a. Kick-off Meeting: Participants will include key Vendor staff and State Project leaders from both the NHSLC and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures and establish a sound foundation for activities that will follow.
- b. Project Status Meetings: Participants will include Project leaders from the Vendor and the State. These meetings, which will be conducted weekly, will address overall Project status and any additional topics needed to remain on schedule and within budget. A status report from the Vendor will serve as the basis for discussion.

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- c. Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- d. Project Deliverable Meetings: Participants will include all necessary Vendor and State staff to ensure meeting objectives are met. These meetings will be scheduled by the Vendor PM at a time convenient for State staff.
- e. Exit Meeting: Participants will include Project leaders from the Vendor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

Background for each status meeting must include an updated Work Plan. The Vendor will be responsible for scheduling meetings, and creating Agendas and Minutes for all meetings. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.

Vendor shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall produce reports related to Project Management as reasonably requested by the State. Vendor shall produce Weekly Project status reports, which shall contain, at a minimum, the following:

- Project status as it relates to Work Plan;
- Accomplishments during week being reported;
- Planned activities for the upcoming two (2) week period;
- Future activities beyond the 2 week period;
- Issues and concerns requiring resolution;
- Report and remedies in case of falling behind schedule.

## **6.15 Pricing**

### **6.15.1 Activities/Deliverables/Milestones Dates and Pricing**

The Vendor must include, within the fixed price for service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: *Pricing Worksheets*.

### **6.15.2 Invoicing**

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

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**6.15.3 Overpayments to the Vendor**

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

**6.15.4 Credits**

The State may apply credits due to the State against the Vendor's invoices with appropriate information attached.

**6.15.5 Records Retention and Access Requirements**

The Vendor shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including the termination of all appeals or the expiration of the appeals period.

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

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

**6.15.6 Accounting Requirements**

The Vendor shall maintain an accounting System in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting System and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

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**6.16 Contract Security/Performance Bond**

Not Applicable

**6.17 Project Holdback**

The State will withhold 15% of the agreed Deliverables pricing tendered by the Vendor in the Contract until State Project Team members accept and approve the Vendor Deliverable, RFP for NHLC Next Generation Systems Project.

**6.18 Escrow of Code**

Not applicable

**6.19 PCI Compliance of Proposed System and Configuration of System.**

All configuration and implementation must conform to PCI-DSS standards

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**APPENDIX A: BACKGROUND INFORMATION**

**A.1 New Hampshire State Liquor Commission (NHSLC)**

The New Hampshire State Liquor Commission regulates the sale of alcohol in the State of New Hampshire. New Hampshire is one of 18 control states in the nation where the government directly controls the distribution of alcoholic beverages as well as being responsible for the regulation of alcoholic beverages. The State of New Hampshire is a “control state” meaning that the state government controls the wholesale and retail sale of spirits and wine. The NHLC regulates all liquor and wine sold in the state, collects revenues, issues licenses, and enforces laws governing the sale and service of alcohol. The Commission is a business that generates 500 million dollars in sales yearly and an important source of revenue for the State.

There are three Divisions operating within the Liquor Commission:

- Division of Enforcement and Licensing - Responsible for the enforcement of all liquor laws and rules as well as the licensing of all private business that are involved with alcoholic beverages.
- Division of Marketing, Merchandising and Warehousing - The retail and wholesale business part of the Commission and is responsible for the operation of all State liquor stores, merchandising, advertising, warehousing and transportation.
- Division of Administrative Services - Provides Finance, Information Technology, Human Resources services and general Administrative Support services to the Commission.

**The Mission of NHLC:** For the benefit of the citizens of New Hampshire, the New Hampshire State Liquor Commission (NHSLC) will optimize profitability by serving customers well and maintain proper controls over the sale, distribution and use of alcoholic beverages.

**Duties of NHLC are the following:**

- Maximize State Revenue
- Maintain Proper Control
- Responsible for Efficient and Effective Operation of the Commission
- Provide Customer Service

**Store of New Hampshire Alcohol Distribution System**

- SPIRITS
  - o State controls wholesale sales and distribution
  - o State controls retail off-premise sales
  - o State licenses on-premise by-the-drink sales
- WINE
  - o State controls wholesale sales and distribution
  - o State shares retail sales with off-premise licensees
  - o State licenses on-premise by-the-drink sales
- BEER & BEVERAGES
  - o Private sector controls wholesale sales and distribution
  - o State licenses off-premise and on-premise sales

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- o State regulates licensing and trade practices for wholesale and retail licensees and collects excise tax

## **A.2 Project Scope & Objectives**

Primary Objective of the NH Liquor Commission Next Generation Systems Project Initiation & RFP Creation Project is to procure Vendor Services to (1) conduct a comprehensive business requirements analysis, (2) document current and future business requirements, (3) document technical requirements and (4) create an RFP for selection of the retail enterprise System.

- The Vendor selected will work with all Divisions at NHLC to translate existing business functions they perform on the current system into generic business requirements required of future system to meet current System business functionality. Business Sections to include Administration, Enforcement, Finance, Marketing and Merchandising, Store Operations and Warehouse.
- The Vendor selected will utilize their retail industry and systems knowledge to work with each Division to help identify system functionality that should be sought when selecting the future system that although may not be necessary today will be of benefit to NHLC in the future. This functionality may drive revenue, provide competitive advantages, or implement industry direction changes in control state laws and practices.
- Document the business and functional requirements for replacement of the following systems :
  - Point-of-Sale software used for wholesale sales and retail sales in 76 retail stores
  - Warehouse Inventory Management system
  - Liquor Inventory and Distribution System
  - Supporting Back Office Systems including data management
  - Data reporting, capturing and manipulation.
- The Vendor selected will document any technical requirements to be used in the creation of the RFP for NHSLC Next Generation Systems Selection.
- The Vendor selected following state guidelines will create the RFP for NHSLC Next Generation Systems Selection. DoIT is issuing this Request for Proposal (“RFP”) as a vehicle for soliciting and evaluating Proposals from interested parties.

## **A-3 Overview of NHLC future Retail Chain Enterprise Solution**

The intent of this RFP is to conduct a comprehensive and detailed requirements analysis, identify business requirements, and prepare a Request For Proposal to replace its current wholesale and retail point-of-sale System, warehouse inventory management System, and supporting back office Systems with a state-of-the-art integrated retail chain enterprise solution for an operation consisting of 76 state-owned retail stores, state-owned warehouse, and wholesale operations.

### **Goals and Objectives for Retail Chain Enterprise Solution:**

- State of the Art POS, Inventory Management, and Back Office software and Systems
- POS software that is more flexible, versatile, user friendly, and has leading edge capabilities and features
- Increase efficiency and effectiveness
- State employee point of sale empowerment

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- Improved customer service
- Quality, consistency, and accessibility of information available to Commission managers
- Automation for areas where there is currently inadequate, antiquated, or non user friendly automation
- Modern, state of the art technologies that can migrate to the technologies of tomorrow
- Smooth transition to new technology through effective change management

### **A-3.1 Point of Sale**

The stores are similar to a grocery store however we have wholesale customers and restrict some product from being purchased by some customer types. All the usual retail store promotion capabilities (BOGO, quantity discounts, combinations, etc.) are needed. We sell liquor, wine, lottery and specialty products which could expand to other products such as mixers and beer. There are currently four customer types all with different pricing, product availability and promotional restriction. We accept multiple tenders including U.S. and Canadian cash, credit, debit and stored value cards and house credit.

### **A-3.2 Store Back Office**

The back office needs the normal reporting to manage any store. The ability to process transfers (ship and receive), claims, breakage and receive purchases as well as time management and hours entry into the State's payroll system is needed in this back office. This System also has to provide the product, pricing and promotional information to the POS System. It needs to interface with the headquarters system to receive store operation information and to send up daily activity.

### **A-3.3 Warehouse Management**

The Liquor Commission runs what is known as a "Bailment" warehouse where most of the product is owned by the Vendor. This product is purchased daily as needed and added to a monthly purchase order. Inventory needs to be kept by case and unit. This must push warehouse activity into the headquarters System.

#### **A-3.3.1 Wholesale Warehouse Sales**

Sales by the case and/or unit are made at the warehouse to wholesale customers. This System needs to handle the entire process from ordering to pickup. There are only three wholesale customers however a retail program is desirable where product is delivered to a store or wholesale customer for pickup. This must push warehouse sales activity into the headquarters System

### **A-3.4 Headquarters**

Headquarters needs to control all aspects of the entire operation. It will maintain product information, create marketing plans and report on activity on the entire enterprise. It is to supply

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the product, pricing and promotional information to the other systems and collect information from them. Claims and depletion allowances are to be consolidated here and billed to the supplier. Ad hoc capabilities for research into sales, fraud, wholesale customer activity and similar things need to be available. All activity of the entire enterprise is to be accumulated here and interfaced into the State's Enterprise Resource Planning System (ERP). It must integrate to the State's Lawson based ERP system.

**A-4 Department of Information Technology and Technology Status**

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT. Created in the fall of 2008, DoIT oversees implementation of all statewide Information Technology activities.

**A-4.1 Statewide Strategic Information Technology Plan (SSITP)**

The Department of Information Technology has published a State of New Hampshire four (4) year Statewide Strategic Information Technology Plan (SSITP) 2005-2009. The current SSITP contains the vision, goals, and strategy for the electronic delivery of government services on the Internet and details future e-government direction and implementation strategy. The SSITP helps government leaders anticipate and respond to significant external changes, accelerates IT learning across State agencies, and leverages investments in Information Technology across State agencies.

**A-5 Related Documents Required at Contract time**

- a. Certificate of Good Standing/Authority  
Dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on:  
[www.sos.nh.gov/corporate/Forms.html](http://www.sos.nh.gov/corporate/Forms.html)
- b. Certificate of Vote (Appendix G-6)
- c. Proof of Insurance Compliance with Appendix G-4: *State of New Hampshire Terms and Conditions*, Section G-4.14: *Insurance*.

**A-6 State Project Team**

State high-level staffing for the Project will include:

| NH State Team Members |                                |
|-----------------------|--------------------------------|
| Deborah Milewski      | State Project Manager @ NHSLC  |
| Craig Bulkley         | Project Sponsor                |
| Richard Racicot       | State Systems Development Lead |

**A-6.1 Project Sponsor**

The Project Sponsor, Commission Chairman Mark Bodi and Interim Chief Information Officer Peter Hastings will be responsible for securing financing and resources,

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addressing issues brought to their attention by the State Project Manager, and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

**A-6.2 State Project Manager**

The State Project Manager will be responsible to:

- Lead the Project;
- Communicate the Project strategy and approach;
- Ensure NHSLC and DoIT resources are available to Vendor to fulfill Contract obligations;
- Manage stakeholders' concerns.

**A-6.3 State Systems Development Lead**

- Assist State Project Manager in ensuring project objectives are met.

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**APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

Information is requested in Section 4.19: *Proposal Content*, to procure Vendor services from an experienced vendor, for the requirements phase and RFP creation of NHSLC Next Gen Systems Project. Coverage in Appendix B is limited to specific minimum requirements. A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

**B-1 Proposal Submission**

The Proposal must be submitted on time, as defined in this RFP in Section 1.5: *Schedule of Events*

**B-2 Transmittal Form Letter**

Submission of the properly completed Transmittal Form Letter contained in Section 4.19.2: *Transmittal Form Letter*.

**B-3 Compliance with Service Requirements**

Service requirements and Deliverables are listed in Appendix C: *Service Requirements and Deliverables* in this RFP. The proposed Vendor's Solution must be able to satisfy all mandatory requirements listed.

**B-4 Vendor Experience**

The Vendor must have been contracted to perform similar services for at least two (2) clients comparable to the services described in this RFP.

**B-5 Proposed Project Team**

Vendor key personnel for this Project are defined as one (1) Project Manager and one (1) Business Analyst. These key personnel will comprise the selected Vendor's core team. No subsequent substitutions may be made to the key personnel designated in the Vendor's proposal made in response to this RFP without the prior approval of the NH Liquor Commission.

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

It is essential that each of the Vendor personnel resources proposed by the Vendor possess the qualifications and experience noted below. The Project Manager in particular should have had significant responsibility for managing projects similar in size, scope and complexity. Experience with the management, development, and support of State or Federal retail application projects are preferred. The intention of the following table is to define the roles and responsibilities the State is expecting, rather than the discreet number of individuals.

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| <b>Key Personnel</b> | <b>Qualifications</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Manager      | <ul style="list-style-type: none"><li>-Minimum seven (7) years of information technology experience, including three (3) years of Project Management experience on complex retail systems.</li><li>-Responsibilities must have included working with business areas to define business requirements to support existing needs and future business functionality.</li><li>- Responsibilities must have included creating detailed Project documentation especially requirements documents and RFP documents.</li><li>-The Project Manager must have had significant responsibility for a project similar in size, functionality and scope.</li></ul> |
| Business Analyst     | <ul style="list-style-type: none"><li>-Minimum of six (6) years experience as a Business Analyst associated with a late generation retail enterprise solution and inventory management projects.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                          |

For the purpose of evaluating compliance with this requirement, the Vendor team is permitted to propose Subcontractor Staff. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas.

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**APPENDIX C: SERVICES REQUIREMENTS AND DELIVERABLES**

**C-1 SCOPE OF WORK**

The Department of Information Technology is seeking to procure Vendor services for the Project Initiation Phase of a future larger Project called NHSLC Next Generation Systems, which will replace all current systems at NHSLC with a fully integrated Retail Enterprise System. The Project Initiation Services contracted as a result of this RFP includes business requirements gathering, business requirements document creation, technical requirements definition and document creation, and RFP creation for selection of NHSLC Next Generation Systems.

**C-2 SERVICES REQUIRMENTS VENDOR RESPONSE CHECKLIST**

This Vendor response checklist along with the Vendor's responses and comments shall be included in Section III of the Vendor Proposal.

| <b>REQ NO.</b> | <b>Table C-1 Requirements</b>                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Mandatory (M)<br/>Optional (O)</b> | <b>Comply<br/>Yes/No</b> | <b>Comments</b> |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|-----------------|
| 1              | The Vendor shall provide Project Staff as specified in the RFP                                                                                                                                                                                                                                                                                                                                                                                   | M                                     |                          |                 |
| 2              | The Vendor shall participate in an initial kick-off meeting to initiate the Project                                                                                                                                                                                                                                                                                                                                                              | M                                     |                          |                 |
| 3              | Vendor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The preliminary Project Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, resource allocation including State end users (office level), Vendor and DoIT staff. The plan shall be updated no less than bi-weekly. | M                                     |                          |                 |
| 4              | The Vendor will provide detailed weekly status reports on the progress of the Project.                                                                                                                                                                                                                                                                                                                                                           | M                                     |                          |                 |
| 5              | All user, technical, and System Documentation as well as Project schedules, plans, status reports, and correspondence must be maintained. Project Documentation will be developed in Microsoft Office products as needed.                                                                                                                                                                                                                        | M                                     |                          |                 |

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| <b>REQ NO.</b> | <b>Table C-1 Requirements</b>                                                                                                                               | <b>Mandatory (M)<br/>Optional (O)</b> | <b>Comply<br/>Yes/No</b> | <b>Comments</b> |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|-----------------|
| 6              | The Vendor must attend Status Meetings to be held weekly.                                                                                                   | M                                     |                          |                 |
| 7              | For all meetings the Vendor shall prepare the meeting agenda and shall distribute minutes of the meetings within 48 hours.                                  | M                                     |                          |                 |
| 8              | The DoIT System Development Methodology forms and guidelines will be used unless departures to the methodology are authorized by the State Project Manager. | M                                     |                          |                 |
| 9              | All meetings with NHLC personnel will be conducted in person and on-site.                                                                                   | M                                     |                          |                 |
| 10             | Vendor shall assume responsibility for building and maintaining a current Schedule of meetings with State personnel.                                        | M                                     |                          |                 |
| 11             | Vendor shall follow State of NH requirements for RFP preparation.                                                                                           | M                                     |                          |                 |
| 12             | Vendor is responsible for all Deliverables in table C-2.                                                                                                    | M                                     |                          |                 |

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**Table C-2      Written Deliverables**

| <b>TABLE C-2 DELIVERABLES</b>                                                                                                                                                                                                                                                                                                                                                                                      | <b>ANTICIPATED<br/>DUE DATE</b>                    | <b>PROPOSED<br/>PAYMENT</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------|
| Project Work plan for Business Requirements.<br>At minimum for each business area to include :<br>-date for business requirements definition to start and end.<br>-creation of the business requirements document for review to business area review.<br>-Business area sign-off.<br>-State Project Manager approval.<br>- RFP creation start and end dates.<br>-RFP review cycles.<br>- State PM approval of RFP. | 15 workdays<br>after Project<br>kickoff<br>meeting | 10%                         |
| A detailed plan for deriving business, functional and technical requirements including milestones, durations, identification of State staff required and amount of time required of State staff for activities identified.                                                                                                                                                                                         |                                                    | 5%                          |
| Detailed Business Requirements Document detailing all business rules, business and data models, process charts, and work flows, developed according to the State of NH System Development Methodology and using information as detailed in Section C-3 below.                                                                                                                                                      |                                                    |                             |
| - Detailed Business Requirements – Marketing & Warehousing Division                                                                                                                                                                                                                                                                                                                                                |                                                    | 15%                         |
| - Detailed Business Requirements – Admin Services Division                                                                                                                                                                                                                                                                                                                                                         |                                                    | 15%                         |
| - Detailed Business Requirements – Store Operations                                                                                                                                                                                                                                                                                                                                                                |                                                    | 15%                         |
| - Detailed Business Requirements – Finance                                                                                                                                                                                                                                                                                                                                                                         |                                                    | 10%                         |
| - Detailed Business Requirements – Enforcement                                                                                                                                                                                                                                                                                                                                                                     |                                                    | 10%                         |
| Detailed Technical Requirements Document.                                                                                                                                                                                                                                                                                                                                                                          |                                                    |                             |
| RFP for NHSLC Next Gen Systems completed.                                                                                                                                                                                                                                                                                                                                                                          |                                                    |                             |
| Payment for hold back at end of Poject – State Project team approves RFP.                                                                                                                                                                                                                                                                                                                                          |                                                    | 20%                         |

### **C-3 Supporting Documents**

The following document will be listed on the State of New Hampshire website as Addendums t this RFP. These requirements reflect the majority of requirements but need to be verified during the detailed requirements gathering phase but may not be complete. The State is providing these lists to assist you. The State does not guarantee that all requirements are identified or contained below.

- ASD System Development Methodology  
<http://www.nh.gov/doit/intranet/toolbox/standards/index.php>

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**APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES**

Vendors must limit narrative responses describing the Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

| TOPIC                                 | Page Limit |
|---------------------------------------|------------|
| Topic 1 – Company Literature          | 1          |
| Topic 2 – Project Approach            | 10         |
| Topic 3 - Status Meetings and Reports | 1          |
| Topic 4 - Risk and Issue              | 3          |
| Topic 5 – Quality Assurance           | 3          |
| Topic 6 - Work Plan                   | None       |
| Topic 7 – Vendor’s Organization       | 3          |
| Topic 8 – Project Manager             | 2          |
| Topic 9 – Key Staff                   | 3          |

**D-1 TOPICS**

This section provides a series of topics related to the proposed Solution that the State of New Hampshire will consider for the NH Liquor Commission Next Generation Systems Project Initiation & RFP Creation.

**Topic 1 – Company Literature**

Response Page Limit: 1

Provide a brief synopsis of why your company should be awarded a Contract as a result of your response to this RFP.

**Topic 2 – Project Approach**

Response Page Limit: 10

Provide detailed information on the steps associated with the following tasks incorporated in this proposal.

- Describe how the overall Project will occur.
- Describe the process that will be followed for translating Business Functions using existing Systems to Generic Business requirements to be included in an RFP for NHSLC Next Generation Systems.
- Describe how prior retail and industry knowledge of Vendor staff will be utilized to identify future Business Requirements for NHSLC Systems.
- Describe the full process that will be followed within 1 NHSLC division for gathering and documenting a formal Business Requirements Document.

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- Describe the process of how the technical requirements will be gathered and documented.
- Describe the steps that will be taken to transition from multiple State approved requirement documents to create the full scope of requirements to be included in the RFP.
- Describe the process that will be followed to create the RFP for NHSLC Next Generation Systems.

**Topic 3 – Status Meetings and Reports**

Response Page Limit: 1 – Appendix Required

Describe the process that will be employed. Be sure to cover the following:

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Availability for special meetings; and
- Agenda for the exit meeting.

**Topic 4 – Risk and Issue**

Response Page Limit: 3

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

**Topic 5 – Quality Assurance Approach**

Response Page Limit: 3

The State has identified Written Deliverables. Describe the methodology that will be employed to assure that each Deliverable is of high quality before submission for State consideration. Describe in detail what steps will be taken to ensure that the Deliverables of this Project, will be comprehensive and of the quality to include in an RFP for NHSLC Next Gen Systems for NHSLC.

Expound upon the following topics:

- Describe how Vendor proposes to ensure ALL business Requirements are thorough and have been adequately captured;
- Expound on how the State will have input to the general content of a written Deliverable prior to Implementation;
- Sign-off processes;
- Describe how Vendor proposes to ensure that the resultant RFP is adequate for Vendor Selection of NHSLC Next Generation Systems.

**Topic 6 – Work Plan**

Response Page Limit: None –

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The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan during Contract finalization with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.

Provide preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones and Deliverables. Define written Deliverables and include sufficient detail that the State will be able to identify departures from the plan in sufficient time to seek corrective action. In particular, provide information about staffing.

Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:

- All assumptions upon which the Work Plan is based;
- Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
- Assignments of members of the Vendor's team identified by role to specific tasks; and
- Critical success factors for the Project.

Discuss how this Work Plan will be used and State access to plan details, including resource allocation. Also, discuss frequency for updating the plan, at a minimum weekly, and for every Status Meeting. Explain how the State will know whether the Project is on Schedule and within budget.

**Topic 7 – Vendor's Organization**

Response Page Limit: 3

The State will evaluate the Vendor company's organization including, coverage of significant areas, appropriate roles, designation and identification of key staff and timing of assignments.

Provide a description of the Vendor's organization.

**Topic 8 – Project Manager**

Response Page Limit: 2

The State will evaluate the qualifications of the proposed Project Manager on, but not limited to, education, experience and references. Vendors are permitted but not required to identify up to three (3) candidates for the role of Project Manager. If a Vendor identifies multiple candidates, each candidate will be evaluated. Vendors must provide a resume, a description of projects managed, references, and current certifications for each candidate.

**Topic 9 – Key Staff**

Response Page Limit: 3

The State will evaluate the Vendor's key staff on, but not limited to, education, experience, and references. Vendors must supply a description of the education, experience, references, and current certifications for key staff.

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**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

Vendor qualifications are important factors in selecting the NH Liquor Commission Next Generation Systems Project Initiation & RFP Creation Project. To facilitate evaluation of Vendor qualifications, the State seeks information about: (1) corporate qualifications of each Vendor proposed to participate in the Project, (2) proposed team organization and designation of key staff, (3) individual qualifications of candidates for the role of Project Manager, and (4) individual qualifications of candidates for other key staff roles. This appendix identifies specific information that must be submitted.

Information is required on all Vendors that will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

**E-1 Vendor and Subcontractors**

The Vendor submitting a Proposal to this Project must provide the following information:

**E-1.1 Corporate Overview (2 page limit)**

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

**E-1.2 Financial Strength**

Provide at least one of the following:

1. The current Dunn & Bradstreet report on the firm; or
2. The firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement; or
3. The firm's most recent income tax return. For example, either a copy of your IRS Form 1065, U.S. Return of Partnership Income or Schedule E (IRS Form 1040) Supplemental Income and Loss (for partnerships and S corporations) OR IRS Form 1120, U.S. Corporation Income Return. These forms are typically submitted when a Vendor does not have audited financial statements.

**E-1.3 Litigation**

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

**E-1.4 Prior Project Descriptions (3 limited to 3 pages each)**

Provide descriptions of no more than three (3) similar projects completed in the last two (2) years. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
2. Project measures including proposed cost, actual project cost, proposed project Schedule and actual project Schedule;

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3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire project that participated in the project.

**1.1.1 E-1.5 Subcontractor Information**

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

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

**E-2 Team Organization and Designation of key staff**

Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

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

- Project management
- Performing Business Analysis
- Performing Technical Analysis
- Retail Industry Systems

A single team member may be identified to fulfill the experience requirement in multiple areas.

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**E-2.1 State Staff Resource Worksheet**

Append a completed State Staff Resource Worksheet to designate time commitments required of key state staff. The required format follows.

**Table E-2: Proposed State Staff Resource Hours Worksheet**

| State Role                  |          |                             |                              |              |       |
|-----------------------------|----------|-----------------------------|------------------------------|--------------|-------|
|                             | Kick off | Business Requirements Phase | Technical Requirements Phase | RFP Creation | Total |
| Project Manager             |          |                             |                              |              |       |
| Systems Development Lead    |          |                             |                              |              |       |
| Director of Admin Services  |          |                             |                              |              |       |
| SME from each Business Area |          |                             |                              |              |       |
| State Total                 |          |                             |                              |              |       |

**E-3 Candidates for Project Manager**

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

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

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

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**E-4 Candidates for key staff Roles**

Provide a resume not to exceed three (3) pages for each key staff position on the Project Team. 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;
- Any certifications held by the individual that would apply to this Project;
- Experience on similar projects, including project role and duration;
- Any significant certifications held by or honors awarded to the candidate; and
- At least three (3) references, with contact information, that can address the individual's performance on past projects.

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**APPENDIX F: PRICING WORKSHEETS**

A Vendor's Cost Proposal must be based on the worksheets formatted as described in this appendix.

**F-1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List**

The Vendor must include, within the Firm Fixed Price for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, methodology and tools. The following format must be used to provide this information.

**Table F-1: Non-Software Activities/Deliverables/Milestones Pricing Worksheet. This table must correspond to Table C-2.**

| Activity, Deliverable or Milestone                                                                                                                                                                                                                                                                                                                                                                       | Deliverable Type | Proposed Date | Price/Payment |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|---------------|
| Project work plan for Business Requirements.<br>At minimum for each business area to include :<br>-date for business requirements definition to start and end.<br>-creation of the business requirements document for business area review.<br>-Business area sign-off.<br>-State Project Manager approval.<br>- RFP creation start and end dates.<br>-RFP review cycles.<br>- State PM approval of RFP. | Written          |               | \$            |
| A detailed plan for deriving business, functional and technical requirements including milestones, durations, identification of State staff required and amount of time required of State staff for activities identified.                                                                                                                                                                               | Written          |               | \$            |
| Detailed Business Requirements Document detailing all business rules, business and data models, process charts, and work flows, developed according to the State of NH System Development Methodology and IEEE Standard 850-1998 and using information as detailed in Section C-3 below.                                                                                                                 | Written          |               |               |
| - Detailed Business Requirements –                                                                                                                                                                                                                                                                                                                                                                       | Written          |               | \$            |

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|                                                                                                                   |         |  |    |
|-------------------------------------------------------------------------------------------------------------------|---------|--|----|
| Marketing, Merchandising & Warehousing Division                                                                   |         |  |    |
| - Detailed Business Requirements – Division of Administration                                                     | Written |  | \$ |
| - Detailed Business Requirements – Store Operations                                                               | Written |  | \$ |
| - Detailed Business Requirements – Finance                                                                        | Written |  | \$ |
| - Detailed Business Requirements – Division of Enforcement & Licensing                                            | Written |  | \$ |
| Detailed Technical Requirements Document. To include but not limited to PCI compliance and Security requirements. | Written |  |    |
| RFP for NHSLC Next Gen Systems completed.                                                                         | Written |  |    |
| Payment for hold back at end of Project – State Project team approves RFP.                                        | Written |  | \$ |

**F-2 Proposed Position – Contract Term Vendor Rates Worksheet**

Using the format provided in the following table, list titles of proposed positions on the Project Team to be filled by Vendor staff. Include hours and rates for all staff on the Vendor Project Team through Project completion. In the even that the State issues future Change Orders to this Contract, these rates shall apply for the term of the Contract.

**Table F-2: Proposed Positions – Contract Term Vendor Rates Worksheet**

| Position Title | Hours | Hourly Rate | Subtotal<br>(Hours X Rate) |
|----------------|-------|-------------|----------------------------|
| Position #1    |       |             |                            |
| Position #2    |       |             |                            |
| Position #3    |       |             |                            |
| <b>TOTAL</b>   |       |             |                            |

**F-3 Proposed Vendor Staff and Resource Hours Worksheet**

Use the Proposed Vendor Staff Position and Resource Hours Worksheet to indicate the individuals that will be assigned to the Project. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

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**Table F-3: Proposed Vendor Staff and Resource Hours Worksheet**

| <b>Title</b>               | <b>Name</b> | <b>Initiation</b> | <b>Configuration</b> | <b>Implementation</b> | <b>Project<br/>Close out</b> | <b>TOTAL</b> |
|----------------------------|-------------|-------------------|----------------------|-----------------------|------------------------------|--------------|
| <b>Project<br/>Manager</b> |             |                   |                      |                       |                              |              |
| <b>Position #1</b>         |             |                   |                      |                       |                              |              |
| <b>Position #2</b>         |             |                   |                      |                       |                              |              |
| <b>Position #3</b>         |             |                   |                      |                       |                              |              |
| <b>TOTALS</b>              |             |                   |                      |                       |                              |              |

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**APPENDIX G: GENERAL STANDARDS AND REQUIREMENTS**

**G-1 IT Required Work Procedures**

1. All work done must conform to standards and procedures established by the Department of Information Technology and the State.
2. All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.
4. Vendor must agree to promptly provide an “equal or better” replacement for any personnel who leave the Project during the course of the Contract, at a rate less than or equal to the current rate and subject to approval by the State.
5. Vendor must make the individuals available to be interviewed by the State prior to the Project assignment.
6. Vendor and its employees assigned to this Project must sign a “Computer Access and Use Agreement provided in G-2 below.”
7. The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the Contract signing.

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**G-2 Computer Access and Use Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE'S COMPUTER FACILITIES.

TO THE EXTENT THAT THE CONTRACTOR HAS ACCESS TO A STATE COMPUTER SYSTEM, THE CONTRACTOR MUST COMPLY WITH THE STATE'S COMPUTER ACCESS AND USE AGREEMENT. ALL CONTRACTED EMPLOYEES WILL BE REQUIRED, IN WRITING, TO AGREE TO THE STATE'S COMPUTER ACCESS AND USE AGREEMENT BEFORE ACCESSING ANY STATE SYSTEM OR APPLICATION. THE STATE RESERVES THE RIGHT TO TERMINATE CONTRACTOR'S ACCESS TO THE STATE SYSTEM IF A VIOLATION OCCURS.

**G-2.1 Computer Use**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, Systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), User understands and agrees to the following rules:

- That numerous security and privacy regulations, both State and federal apply to client and business information contained in all State of New Hampshire's information Systems. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That any person or any use not specifically known by the User as being authorized to access or use Information shall be promptly reported to the appropriate supervisor.
- That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use.
- That at no time shall User access or attempt to access any information without having the express authority to do so.
- That at no time shall User access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to System entry/access.
- That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times User must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State.

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- That only hardware or software owned, licensed, or being evaluated by the State, can be used by User. Personal software (including but not limited to palmtop sync software) shall not be installed on any hardware.
- That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.
- That at no time shall User share or use another person's confidential computer password(s) or premises access card.
- That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- That if User is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

**G-2.2 Email Use**

Mail and other electronic communication messaging Systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email Systems" or "State-funded Email Systems". The Authorized User understands and agrees that email shall not contain or be used for:

1. Any unlawful purpose.
2. Material that may be viewed as insulting. Demeaning, harassing or threatening (including sexual harassment).
3. Distribution of pornographic or obscene material.
4. Profane or abusive language.
5. Distribution of non-business materials including but not limited to jokes, chain letters, cartoons, sound files, amusement or entertainment purposes or executables not specifically business related.
6. Creating or transmitting statements, messages, languages, images, that might constitute hostile or offensive material likely to be disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs.
7. Personal business or commercial business.
8. Invasion of the privacy of others.

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9. Any use that compromises the integrity of the Systems, network, other network users, or any interruption or disruption of services or equipment.
10. Any use that reflects poorly on a State entity or the State of New Hampshire.
11. Any lobbying contact or effort in support of such contacts, or causing others to make contact with members of the legislature or legislative committees including but not limited to: preparation and planning activities, research, and other background work that is intended at the time performed, to influence the approval, modification, or rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Chief Information Officer (CIO) or its designee.
12. Misrepresentation of the Authorized User's identity, including using another's Authorized User ID and password.

Technical support personnel shall not Review the content of an Authorized User's communications out of personal curiosity or at the behest of another without the required authorization. Authorized Users shall not intercept, disclose or assist in intercepting or disclosing any electronic communications, except as authorized by this policy.

Authorized Users shall move important information from email message files to shared folders and drives to ensure proper backup. Messages no longer needed shall be purged periodically from personal storage areas. Technical support personnel shall monitor storage usage and advise when limits are approaching storage limits or have been reached and purging is required.

**G-2.3 Internet/Intranet Use**

The Internet/Intranet is to be used for access to and distribution of Information in direct support of the business of the State of New Hampshire.

1. Authorized Users are given State provided access to Internet and Intranet resources to assist them in the performance of their jobs.
2. Internet/Intranet Authorized Users are responsible for all material accessed under their user ID.
3. Software for browsing is provided to Authorized Users for State related business use only.
4. The Authorized User understands and agrees that the Internet/Intranet shall not be used for:
  - a. Chat rooms, interactive games, and personal message boards
  - b. Downloading graphics, sound files, video clips or other files for personal use
  - c. Access to or the distribution of pornographic or obscene materials
  - d. Anything that interrupts or disrupts other network Authorized Users, services or equipment
  - e. Violations of the privacy of other Authorized Users or their Data
  - f. Intentional copying of any software, program(s), or Data without a prior, good faith determined that such copying is permissible. (Efforts to obtain permission shall be documented)
  - g. Intentional misrepresentation of yourself electronically as another, unless specifically authorized to do so by that Authorized User

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- h.** Intentionally developing programs designed to harass users or to infiltrate a computer or computing System and/or damage or alter the software components of same
- i.** Fund raising or public relations activities not specifically related to State business
- j.** Any purpose not directly related to the mission or intent of the Agency

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**G-3 New Hampshire Certificate of Authority or Certificate of Good Standing**

**(VENDORS NEED TO SUBMIT)**

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 200X, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State  
State House Annex  
25 Capitol Street  
Concord, New Hampshire 03301  
603-271-3244

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

**Note:** Sovereign states or their agencies may be required to submit suitable substitute Documentation concerning their existence and authority to enter into a Contract

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**G-4 State of New Hampshire Terms and Conditions**

All RFP terms and conditions including but not limited to the following Terms and Conditions, shall constitute the basis for any and all Contracts resulting from the RFP.

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**G-4.1 Effective Date: Completion of Services**

**G-4.1.1** The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approves this Contract (the "Effective Date").

**G-4.1.2** The State does not require the Vendor to commence work prior to the Effective Date; however, if the Vendor commences work prior to the Effective Date, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or services performed; however if the Contract becomes effective all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

**G-4.2 Conditional Nature of Contract**

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Vendor notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in block 1.6: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

**G-4.3 Contract Price: Limitation on Price: Payment**

**G-4.3.1** The Contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B: *Price and Payment Schedule*, of the Contract.

**G-4.3.2** The payment by the State of the Contract price shall be the only, and the complete reimbursement to the Vendor for all expenses, of whatever nature, incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services provided under the Contract. The State shall have no liability to the Vendor other than the Contract price.

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**G-4.3.3** The State reserves the right to offset from any amounts otherwise payable to the Vendor under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through RSA 80:7-c, or any other provision of law.

**G-4.3.4** Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, exceed the total price limitation of the Contract set forth in block 1.8: *Price Limitation* of the *Contract Agreement*.

**G-4.4 Compliance by Vendor with Laws and Regulations: Equal Employment Opportunity**

**G-4.4.1** In connection with the performance of the Contract, the Vendor shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. The Vendor shall also comply with all applicable local, State, and federal licensing requirements and standards necessary in the performance of the Contract. In addition, the Vendor shall comply with all applicable copyright laws.

**G-4.4.2** During the term of the Contract, the Vendor shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

**G-4.4.3** If the Contract is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State, or United States, access to any of the Vendor's books, records, and accounts for ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of the Contract.

**G-4.5 Regulatory/Governmental Approvals**

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

**G-4.6 Personnel**

**G-4.6.1** The performance of the Vendor's obligations under the Contract shall be carried out by the Vendor. The Vendor shall at its own expense provide all personnel, materials and resources necessary to perform the Services under the Contract. The Vendor warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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**G-4.6.2** Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7 of the Contract Agreement), the Vendor shall not hire, and shall not permit any Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who is a State employee or official, who is materially involved in the procurement, administration or performance of the Contract. This provision shall survive termination of the Contract.

**G-4.6.3** The State's Contracting Officer, or his or her successor, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the State's Contracting Officer's decision shall be final for the State.

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

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

Dispute Resolution Responsibility and Schedule Table

| <b>LEVEL</b> | <b>&lt;VENDOR&gt;</b> | <b><u>THE STATE</u></b>                                       | <b><u>CUMULATIVE<br/>ALLOTTED<br/>TIME</u></b> |
|--------------|-----------------------|---------------------------------------------------------------|------------------------------------------------|
| Primary      | <NAME><br><TITLE>     | Deborah A. Milewski<br>State Project Manager<br>(PM)          | 5 Business Days                                |
| First        | <NAME><br><TITLE>     | Craig Bulkley<br>State Project Sponsor                        | 10 Business Days                               |
| Second       | <NAME><br><TITLE>     | Peter Hastings<br>State Chief<br>Information Officer<br>(CIO) | 15 Business Days                               |

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

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**G-4.7 Termination**

This section G-4.7 shall survive termination or Contract conclusion.

**G-4.7.1 Termination for Default**

**G-4.7.1.1** Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder (“Event of Default”)

- a.** Failure to perform the Services satisfactorily or on Schedule;
- b.** Failure to submit any report required; and/or
- c.** Failure to perform any other covenant, term or condition of the Contract

**G-4.7.1.2** Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

**G-4.7.1.2.1** Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

**G-4.7.1.2.2** Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor.

**G-4.7.1.2.3** Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

**G-4.7.1.2.4** Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

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**G-4.7.1.2.5** Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

**G-4.7.1.3** The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

**G-4.7.1.4** No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.

**G-4.7.1.5** Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price.

**G-4.7.1.6** Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two (2X) the total Contract price. Notwithstanding the foregoing, this limitation of liability shall not apply to the Vendor's obligations under Appendix G-4 Section 13: *Indemnification*.

**G-4.7.1.7** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

**G-4.7.2 Termination for Convenience**

**G-4.7.2.1** The State may, at its sole discretion, terminate the Contract, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for

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Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: *Pricing Worksheets*.

- G-4.7.2.2** During the thirty (30) day period, the Vendor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**G-4.7.3 Termination for Conflict of Interest**

- G-4.7.3.1** The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

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

- G-4.7.3.2** In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the State shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.

**G-4.7.4 Termination Procedure**

- G-4.7.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

- G-4.7.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding

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liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Vendor has surrendered to the State all said property.

**G-4.8 Force Majeure**

Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, black outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**G-4.9 Confidential Information**

**G-4.9.1** In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. The Vendor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

**G-4.9.2** The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing

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

**G-4.9.3** Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State's information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process.

**G-4.9.4** In the event of unauthorized use or disclosure of the State's information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

**G-4.9.5** Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

**G-4.9.6** This Section G-4.9 shall survive termination or Contract Conclusion.

**G-4.10 Change of Ownership**

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

**G-4.11 Vendor's Relation to the State**

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

**G-4.12 Assignment, Delegation and Subcontracts**

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**G-4.12.1** The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer; assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

**G-4.12.2** The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Vendor that may arise from any event of default of the provisions of the Contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**G-4.13 Indemnification**

The Vendor shall defend, indemnify, and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of <VENDOR>, its personnel or agents during the course of performance of the Services hereunder.

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 Section G-4.13: *Indemnification* shall survive termination or conclusion of the Contract.

**G-4.14 Insurance**

**G-4.14.1** The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, the following insurance:

**G-4.14.1.1** Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

**G-4.14.1.2** The policies shall be the standard policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance, and issued by insurers licensed in the State of New Hampshire or underwriters acceptable

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to the State, and authorized to do business in the State of New Hampshire. Each certificate of insurance shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

- G-4.14.1.3** The Vendor shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. The Vendor shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

Department of Information Technology funded Projects the Certificate Holder and address should be identified as:

State of New Hampshire  
Department of Information Technology  
Richard C. Bailey, Jr.  
49 Donovan Street, Concord, NH 03301.

**G-4.15 Workers' Compensation**

- G- 4.15.1** By signing the Contract the Vendor Contractor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).
- G-4.15.2** To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, the Vendor shall maintain, and require any Subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Vendor shall furnish the Insurance Certificate Holder, 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 to the Contract and shall be incorporated therein by reference.
- G-4.15.3** The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Vendor, or any Subcontractor or employee of the Vendor, which might arise under applicable State of New

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Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

**G-4.16 Waiver of Events of Default**

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

**G-4.17 Notice**

Any notice by a party 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 following addresses.

**TO VENDOR:**

[Name]  
[Address]  
  
[City, State] [Zip]  
[Telephone Number]

**TO STATE:**

State of New Hampshire  
[Department]  
[Address]  
[City, State, Zip]  
[Telephone Number]

**G-4.18 Amendment**

The Contract 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.

**G-4.19 Construction of Contract and Terms**

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in the Contract 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.

**G-4.20 Third Parties**

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

**G-4.21 Headings**

The headings throughout the Contract 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 the Contract.

**G-4.22 Exhibits**

The Exhibits referred to in and attached to the Contract are made a part of it as if fully included in the text.

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**G-4.23 Special Provisions**

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference.

**G-4.24 Severability**

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

**G-4.25 Venue and Justification**

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

**G-4.26 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive.

**G-4.27 Entire Agreement**

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings pertaining to the Project.

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**G-5 Certificate of Vote**

(Authority to enter into a Contract with the State)

This authorization notification must be consistent with the Vendor's corporate structure and must accompany a signed Contract.

An officer of the company, name and title, must certify that the person signing a Contract has been given the authority to do so. That authority must be in effect the day the Contract is signed. The certifying official must not be certifying him or herself, unless it is a sole proprietorship.

The document must certify that:

- A. The signature of <the name and position of the signor of the Contract> of the Corporation affixed to any Contract instrument or document shall bind the corporation to the terms and conditions of the Contract instrument or document.
- B. The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date of the Contract.

**SAMPLE:**

***CERTIFICATE***  
(Corporation Without Seal)

I, \_\_\_\_\_, do hereby represent and certify that:  
(Name of Certifier)

(1) I am \_\_\_\_\_ of \_\_\_\_\_,  
(Position of the Certifier) (Corporation/Company Name)  
a(n) \_\_\_\_\_ Corporation (the Corporation).  
(Describe Corporate Type)

(2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.

(3) I am duly authorized to issue certificates with respect to the contents of such books.

(4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on \_\_\_\_\_,  
(Date of Meeting)  
which meeting was duly held in accordance with \_\_\_\_\_ law and the by-laws of the  
(State)  
Corporation.

(5) The signature of \_\_\_\_\_ of this Corporation  
(name and position of the signor of the Contract)  
affixed to any Contract instrument or document shall bind the corporation to the terms and conditions of the Contract instrument or document.

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(6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as \_\_\_\_\_ of the Corporation.  
(position of the Certifier)

Dated: \_\_\_\_\_  
(Current Date)

\_\_\_\_\_  
(Certifier Signature and Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_