



STATE OF NEW HAMPSHIRE

LIQUOR COMMISSION

NHLC RFP# 2024-02-NEXTGEN SUPPORT

NEXTGEN OPERATIONAL SUPPORT SERVICES

ADDITIONAL RESPONSES TO VENDOR INQUIRIES

May 15, 2024

1. QUESTION:

Many Azure infra has been called out and been used by many partners. Are these in scope to maintain all servers and apps hosted in Azure?

ANSWER:

The eCommerce environments in development and test are maintained by Evenica. The remaining infrastructure is in scope for support. The expectation is the Azure Administrator position identified as being required by the RFP will collaborate with Evenica staff on infrastructure changes. All other infrastructure will be this RFP's primary responsibility.

2. QUESTION:

Is the networking and connectivity part of the systems under support scope?

ANSWER:

Physical networking is supported by the NH Department of Information Technology. Virtual networking within the Azure tenant is within the scope of services.

3. QUESTION:

Is the offline DB for POS used at the stores?

ANSWER:

The offline database is only used when a store's lane loses connectivity to Dynamics in the cloud.

4. QUESTION:

How many D365 version upgrades are NHLC planning this year and going forward?

ANSWER:

NHLC plans to take four D365 upgrades per year.

5. QUESTION:

Is the support scope limited to Microsoft app services only or all other components & integrations mentioned in the document? We would require details of the components in scope.

ANSWER:

All components and integrations are within the scope of services. Please see Section 1.1.3(b) for a listing of the NextGen system components.

6. QUESTION:

As per the details mentioned, support team will provide services for end-user problem reporting, business expertise for troubleshooting, and design and testing of system enhancements. What scope of work is included in designing & testing of system enhancements? Is it creating FDD's, TDD's, IDD's for the enhancement or creating test scenarios & test cases and performing the testing?

ANSWER:

Design and development of enhancements will be accomplished by Accenture. State subject matter experts will be primarily responsible for testing. The team provided under this RFP will support testing and migrate code objects through the testing environments and to production.

7. QUESTION:

Integrations list on the RFP document do not have middleware details. How many of these in scope? Please provide the specific details.

ANSWER:

Kingswaysoft is a product that provides libraries and tools for creating integration with D365 and SQL Server Integration Services. This product was used to create a series of integrations into Dynamics that act as middleware. Support of this product is expected to be within the skill set of the SQL Server Administrator.

8. QUESTION:

"Orders placed by licensees and retail customers flow from e4Commerce to Dynamics 365 via API. Information about pricing and availability flow from Dynamics 365 to e4Commerce via API."

Referring to this extract from the RFP - Are these API calls made using ODATA service?

ANSWER:

Yes, eCommerce is using ODATA for data integrations between systems. Regarding eCommerce transactions, those are handled via the CSU.

9. QUESTION:

Please share the overall current architecture diagram and entire application ecosystem of Nextgen System along with integrations, customization, isv, and external integration, if that is available?

ANSWER:

A current architecture diagram is not available at this time.

10. QUESTION:

What are the different Mobile Device - version - resolution combination in scope for support? Please share the browsers that need to be supported.

ANSWER:

All applications are compatible with Chromium based browsers. Microsoft recommends accessing their web apps through Edge and Chrome. The expectation is Tier 1 support would include consideration of browser compatibility and troubleshooting.

11. QUESTION:

What are the different security role needs to be configured in terms of User login? Is there any existing customization or standard OOB feature leveraged?

ANSWER:

All user authentication happens with Entra ID on the nh.gov tenant. Accounts have MFA enabled in addition to Security groups. For accessing Dynamics, user simply needs an account and licensing. We use the Role based user administration within Dynamics to control application access. Regarding Azure, admins accounts will be given appropriate access via security groups and RBAC.

12. QUESTION:

Are we allowed to staff any of the mandatory or optional consultant positions with offshore / remote resources who can provide support during EST headquarter hours / off hours as well?

ANSWER:

The Team Leader/Dynamics 365 System Architect and Data Lake Architect/Administrator are onsite positions. The remaining five mandatory positions and all optional positions may be either onsite or offsite (within the United States or offshore).

13. QUESTION:

Do we have knowledge documents/learning repository for all modules in scope?

ANSWER:

There is no formal repository tool in use. All the artifact for all modules is contained in a combination of OneDrive, SharePoint, and DevOps.

14. QUESTION:

Calling out Exception as requested in Section 2.2 - we called the State and were advised we do NOT need a Certificate of Authority because we are a foreign LLC, not a Corporation.

ANSWER:

As used in Section 6.5(b) of the RFP, a Certificate of Authority (sometimes also referred to as a Certificate of Vote) refers to a document that provides evidence that the individual employed by the selected vendor who has signed the contract resulting from the RFP has the authority to bind the selected vendor company to the terms of the contract. This type of Certificate of Authority/Vote will be required of the selected vendor as part of the finalization of the resulting contract.

As also detailed in Section 6.5, a Certificate of Good Standing from the New Hampshire Secretary of State will also be required from the selected vendor as part of finalization of the resulting contract. This will require the selected vendor to be registered with the New Hampshire Secretary of State. Registration with the New Hampshire Secretary of State may have additional requirements. Please contact the New Hampshire Secretary of State for additional information regarding registration requirements.

15. QUESTION:

The language in Appendix I: P-37 Agreement Exhibit A, Section B only covers the State; can it be changed so it's mutual by addressing either party? Suggested language (changes in red): 5.5 Subject to applicable laws and regulations, in no event shall **either party** be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

ANSWER:

No, the NHLC cannot agree to the proposed language.

16. QUESTION:

Can we add language to the P-37 Agreement Exhibit A, Section D to account for Subcontractor right of termination should the State of New Hampshire breach the Agreement? Suggested changes (changes in red): 9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part **upon thirty (30) days written notice**. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

Termination by Contractor. Contractor reserves the right to terminate this Agreement for a material breach of the Agreement by the State, provided that (1) Contractor provides written notice of the breach to the State specifying the nature of the breach and (2) the State fails to remedy the breach within a cure period of thirty (30) days from the receipt of notice.

ANSWER:

Yes, the NHLC would permit the changes and/or additions detailed in red type in this question to be included in a contract with the vendor selected pursuant to the RFP.

17. QUESTION:

As resources will be onsite, can we add language for mutual indemnity? Suggested additional language added in Exhibit A: Special Provisions, adding Item G / Provision 13:

**G. Provision 13, Indemnification, is updated with the following addition:
The State shall indemnify, defend, and hold harmless the Contractor, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death or personal injury caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the State, its employees, agents, or subcontractors. This covenant in paragraph 13 shall survive the termination of this Agreement.**

ANSWER:

No, the NHLC cannot agree to the proposed language.

18. QUESTION:

In the event of a breach, can we make this mutual? Suggested additional language added in Exhibit A: Special Provisions, adding Item H / Provision 16:

H. Provision 16, Waiver of Breach, is deleted and replaced with the following: 16. WAIVER OF BREACH. Either party's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the party to later enforce any such rights or to enforce any other or any subsequent breach.

ANSWER:

Yes, the NHLC would permit the changes and/or additions detailed in red type in this question to be included in a contract with the vendor selected pursuant to the RFP.

19. QUESTION:

We are a California-based organization. Are we eligible to submit our proposal or is being physically present in the State of New Hampshire a qualifying criteria?

ANSWER:

A physical presence and/or office in New Hampshire is not required. However, per Appendix B, Section B-1.2, two of the mandatory consultant positions will be required to work onsite at the NHLC's Headquarters in Concord, New Hampshire.

20. QUESTION:

Is there any additional license / statutory requirement for a non-New Hampshire organization to possess to work for NHLC if selected?

ANSWER:

The selected vendor will be required to register with the New Hampshire Secretary of State. Registration with the New Hampshire Secretary of State may have additional requirements. Please contact the New Hampshire Secretary of State for additional information regarding registration requirements.

21. QUESTION:

For the optional positions, how many candidates should we submit?

ANSWER:

Individual resumes are not required at this time for the Optional Positions detailed in Appendix B, Section B-3 of the RFP.

22. QUESTION:

When do you expect the selected candidates to join?

ANSWER:

We would expect that the selected candidates begin work within thirty (30) days of approval of the contract resulting from the RFP by the New Hampshire Governor and Executive Council.

23. QUESTION:

For the onsite positions provided, what are the benefits that will be provided by NHLC?

ANSWER:

The NHLC will provide a workspace and connectivity for each onsite position.

24. QUESTION:

Can the vendor provide support in an onsite (from NHLC location) and offshore (vendor's location outside USA) model?

ANSWER:

The Team Leader/Dynamics 365 System Architect and Data Lake Architect/Administrator are onsite positions. The remaining five mandatory positions may be either onsite or offsite (within the United States or offshore). Proposals should detail the vendor's single best approach to meet the needs of the NHLC. A proposal with multiple optional approaches is not acceptable.

25. QUESTION:

Can the vendor provide support in an onshore (vendor's location within USA) and offshore (vendor's location outside USA) model?

ANSWER:

The Team Leader/Dynamics 365 System Architect and Data Lake Architect/Administrator are onsite positions. The remaining five mandatory positions may be either onsite or offsite (within the United States or offshore). Proposals should detail the vendor's single best approach to meet the needs of the NHLC. A proposal with multiple optional approaches is not acceptable.

26. QUESTION:

For the positions that can work remote, do you necessarily want them within the U.S. geography, or can they be outside U.S.?

ANSWER:

The remote positions may be located outside of the United States.

27. QUESTION:

In order to provide 24x7 support (especially during non-business hours), are you open to consider resource(s) from offshore (outside the US geography)?

ANSWER:

The Team Leader/Dynamics 365 System Architect and Data Lake Architect/Administrator are onsite positions. The remaining five mandatory positions may be either onsite or offsite (within the United States or offshore). Proposals should detail the vendor's single best approach to meet the needs of the NHLC. A proposal with multiple optional approaches is not acceptable.

28. QUESTION:

Are references a mandatory option for the optional positions too?

ANSWER:

References are not required at this time for the Optional Positions detailed in Appendix B, Section B-3 of the RFP.

29. QUESTION:

What is the ITSM tool currently being used by NHLC?

ANSWER:

The NHLC utilizes Microsoft Azure DevOps.

30. QUESTION:

Under Topic 1, questions 'a' and 'b', we have not built any retail systems or point-of-sale system, but have implemented PoS and Retail solution on top of D365 (BC and F&O). Please clarify if this will suffice for this RFP.

ANSWER:

This scenario would not disqualify a vendor from being selected to provide the NHLC's requested services. In a proposal, please describe all capabilities and experience that you feel is relevant and responsive to the RFP.

31. QUESTION:

Similarly for Topic 2, question ‘a’, we have not built any financial systems but have implemented financial systems like D365 F&O. Please clarify if this will suffice for this RFP.

ANSWER:

This scenario would not disqualify a vendor from being selected to provide the NHLC’s requested services. In a proposal, please describe all capabilities and experience that you feel is relevant and responsive to the RFP.

32. QUESTION:

In Topic 5, question ‘d’ – By “securing web environments and applications”, are you referring to building a secure web environment and application?

ANSWER:

Yes, this refers to building, operating, and/or supporting secure web environments and applications.

33. QUESTION:

Under Topic 8, question ‘a’ – “How your team will respond to events detected by tools within the areas of the Vendor team’s primary responsibility”, can you define what tool here is? Is it the application or any error detection tool?

ANSWER:

For logs and alerts, the majority will be Azure logging and alerts. (For example: Log Analytics Workspace). There are exceptions to this depending on the system and where the logging is carried out. Alerting is handled via centralized inbox and smtp relay. When alerts do not exist, SendGrid is utilized.

34. QUESTION:

In Topic 8 – Question ‘e’ – What are the automated processes NHLC refers to? How many such processes are there currently? Please provide the details grouped by application.

ANSWER:

Systems both E4, Commerce, and Dynamics have automated processes within their respective applications. In addition to this, there are integrated automated systems running within SSIS. These have their respective alerts and logs to monitor and review.

35. QUESTION:

In Topic 10 – Question ‘b’, please confirm our understanding - NHLC is trying to understand vendor's process for afterhours support using the selected/onboarded consultants and this is not to place additional resource during the non-business hours.

ANSWER:

Yes, that is correct.

36. QUESTION:

What is the expected volume per year (projected) of non-business hours support for the applications in scope of this RFP?

ANSWER:

The system went live in April of 2024 and is thus very new. We expect there to be tasks outside of traditional business hours (Monday – Friday, 8:00 a.m. – 4:30 p.m.) due to the retail stores being operational outside of these hours.

37. QUESTION:

Please provide the historic ticket data (of 2 years) of the applications that are in scope of this RFP.

ANSWER:

The system went live in April of 2024 and is thus very new. Due to this, we cannot provide two years of historical ticket data.

38. QUESTION:

Should the vendor assume there will be significant non-business hours support requirements and should we plan for 24x7 availability of the identified roles?

ANSWER:

As with any system, maintenance and remediation tasks may occur outside of traditional business hours. Work during non-traditional business hours is not expected to be occurring daily. Please see Appendix B, Section B-1.3 of the RFP.

39. QUESTION:

Which of the positions mentioned should be available for 24x7 support? What are the critical systems which will require 24x7 monitoring by the support team?

ANSWER:

Any position may be asked periodically to work outside of traditional business hours. Please see Appendix B, Section B-1.3 of the RFP. We intend to implement automated error messages for system anomalies for all major components. Such error messages and/or system anomalies may require response outside of normal business hours.

40. QUESTION:

How many resources do you anticipate to have for the systems to be supported for 24X7?

ANSWER:

The NHLC plans to select one vendor candidate for each of the seven Mandatory Consultant Positions. Please see Appendix B of the RFP, including but not limited to Sections B-1.3 and B-2. See also Sections 1.1.3 and 1.1.3(c) of the RFP.

41. QUESTION:

In case NHLC requires 24x7 support, we foresee minimum of 3 resources required for each such application. Please confirm if this is your requirement. If yes, can we submit the additional profiles upon selection? Also please confirm if we have to provide a support model/ approach.

ANSWER:

The NHLC plans to select one vendor candidate for each of the seven Mandatory Consultant Positions. Please see Appendix B, Section B-2. A proposal should explain how the requested support would be accomplished with these resources, who will work with the State's Support Team (See Section 1.1.3(c) of the RFP) and the State's other vendor partners (see Section 1.1.3 of the RFP).

42. QUESTION:

Can you elaborate on initiating and completing the P-37 form? Are the details for the State Agency to be filled by the Vendor or would NHLC fill them?

ANSWER:

Form P-37 will only be completed as part of the contract with the successful vendor selected to provide the services requested under this RFP. It will become part of the awarded contract only. It should not be included or completed in the vendor's RFP Proposal submission.

43. QUESTION:

With respect to pricing, in the hourly rate and annual cost tables provided, can we give multiple options for each of the roles? For Eg: Azure Administrator (Onsite), Azure Administrator (Onshore), Azure Administrator (Offshore)

ANSWER:

No. A vendor should propose the resource that it determines would best meet the requirements set forth in the RFP and provide hourly rates and annual costs accordingly.

44. QUESTION:

Is the 2,000 hours for the annual cost to be considered uniform across all the positions provided?

ANSWER:

Yes.

45. QUESTION:

We anticipate the scope of the RFP to be complex and large and will require coordination between multiple teams and vendors. Will NHLC handle the program management for the entire program?

ANSWER:

Yes.

46. QUESTION:

We foresee the Project Manager / Program Manager to be a mandatory position based on the complexity of the IT landscape and the scope of work involved. Can you confirm if we can consider the same?

ANSWER:

Yes, the NHLC will provide a project manager / program manager for the NextGen system.

47. QUESTION:

Regarding Form P37, can you confirm our understanding that this form has to be submitted only after the vendor is selected by NHLC to deliver the services and not part of the proposal response? Do we simply fill the details in the form and submit?

ANSWER:

Yes, Form P-37 will only be completed with the vendor selected by the NHLC to provide the services requested under the RFP. It will become part of the awarded contract only. It should not be included or completed in a vendor's RFP Proposal submission.

48. QUESTION:

Do you have any guidance on how much the optional positions may be needed such as hours per year or number of projects, etc.

ANSWER:

As the work for the Optional Positions will be based on future, yet-undetermined needs, we cannot provide an estimate at this time.

49. QUESTION:

For optional positions, can we provide the option by position of an offshore resource and an onshore resource, depending on what is best suited to the request, etc.

ANSWER:

No. A vendor should propose the resource(s) / single best approach that it determines would best meet the requirements set forth in the RFP.

50. QUESTION:

We are exploring our Certificate of Good Standing. Can you accept a registration in progress for the selection as long as it is completed by the contract start?

ANSWER:

The Certificate of Good Standing will need to be provided with the finalized contract when it is submitted for approval by New Hampshire Department of Justice and by the New Hampshire Governor and Executive Council. Registration with the New Hampshire Secretary of State may be in progress at the time the vendor is selected but must be complete in order to receive these required contract approvals.