



# STATE OF NEW HAMPSHIRE

## LIQUOR COMMISSION:

### NHLC RFP# 2025-06-RETAIL OUTLET IT EQUIPMENT SUPPORT

**RFP ISSUED:** June 20, 2025

**VENDOR CONFERENCE:** July 9, 2025, at 1:00 PM ET

**LOCATION of CONFERENCE:** Microsoft Teams

**STATE POINT of CONTACT:** NAME: Janet Donnelly  
EMAIL: Janet.M.Donnelly@liquor.nh.gov  
TEL: (603) 230-7043

**CONTRACT TYPE:** Not-to-Exceed

**PROPOSALS DUE:** August 6, 2025, at 2:00 PM ET

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**SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS**

**1.1 Executive Summary**

**1.1.1 Introduction**

The New Hampshire Liquor Commission (NHLC or Agency) is releasing this Request for Proposals (RFP) to solicit proposals for IT support services for the hardware and operating systems used in each of its 65 retail locations and headquarters testing and training environments. This includes administering Security software and Operating System updates and monthly patches. The hardware suite consists of POS All-In-One PCs, cash drawers, keyboards, barcode scanners, Merchant Card Terminals, Android tablets, Zebra handheld scanners, administrative PCs, networked and wireless printers, wireless access points (WAPs), uninterruptable power supplies (UPSs), Cisco Routers and Cisco Switches.

**1.1.2 Overview of the NHLC**

The NHLC regulates the manufacture, possession, sale, consumption, importation, use, storage, transportation, and delivery of wine, spirits, and malt or brewed beverages in New Hampshire. All sales of wine and spirits in the State, with the exception of wines sold by licensees of the NHLC or by direct shippers, are made through the 65 wine and liquor retail locations, known as New Hampshire Liquor & Wine Outlets, operated by the NHLC or through warehouses owned or contracted by the NHLC. These sales include both retail sales direct to individual consumers and wholesale sales to licensed establishments for consumption either on or off the premises. In addition to liquor and wine sales, the NHLC collects license fees for the manufacturing, sale, transportation, or warehousing of alcoholic beverages and a per gallon tax on beer sold by wholesale distributors and beverage manufacturers in New Hampshire.

The NHLC is a leading retailer in the beverage alcohol industry and a crucial resource for the State of New Hampshire. In Fiscal Year 2024, the NHLC generated \$766.7 million in annual sales, delivering \$139.9 million in revenue to support critical state programs. Twelve million customers annually from across North America make purchases from the NHLC's expansive offerings of tax-free wine and spirits. The NHLC is recognized as an industry leader for our innovative approach to retailing and customer service, accomplished through our dedicated team of 1,200 employees.

By law, the primary duties of the NHLC are to optimize profitability, maintain proper controls, assume responsibility for effective and efficient operations, and provide service to customers. The Agency is also required to enforce the laws and regulations governing the purchase, consumption, and control over alcoholic beverages throughout the State, in addition to monitoring youth access to tobacco products. The NHLC is comprised of a Commissioner, who is known as the Chairman of the Liquor Commission, and a Deputy Commissioner. There are three Divisions within the NHLC: the Division of Enforcement and Licensing; the Division of Marketing, Merchandising, and Warehousing; and the Division of Administration. The Division of Enforcement and Licensing is responsible for enforcing the State's alcohol and tobacco laws and licensing businesses to sell such products; the Division of Marketing, Merchandising, and Warehousing oversees the NHLC's functions related to purchasing, merchandising, warehousing, and distributing of alcoholic beverages, as well as operation of the retail locations; and the Division of Administration supports the NHLC's retail and regulatory operations through its legal, human resources, information technology, finance, and internal audit units.

The Agency has implemented its NextGen project to modernize its operations. NextGen is the NHLC's Enterprise Resource Planning (ERP) solution, based on the Microsoft Dynamics 365 software platform, which integrates and supports the full breadth of the NHLC's operations, including point-of-sale, supply chain management, back-office financials, and eCommerce.

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**1.1.3 Scope of Work Overview**

The Vendor selected as a result of this solicitation will provide a team of IT technicians to respond to the outages experienced in the NHLC's locations. Problems from the field are reported to NHLC's help desk which will act as Tier 1 support. When the help desk determines the problem is within the scope of the support contract a ticket will be forwarded to the Vendor for remediation. The Vendor's staff must interact collaboratively with NHLC's staff to coordinate remediation steps. Vendor staff must acknowledge receipt of the ticket, inform the NHLC help desk of planned remediation steps and timeline resolution. In the case of software configuration problems, the Vendor may use remote access tools to remediate the problem. If remote access does not solve the problem or a hardware fix or replacement is required, the Vendor staff must respond to the location. Vendor staff will obtain replacement hardware at NHLC Headquarters in Concord, NH or a regional location or "depot" with pre-positioned hardware established by the NHLC. Vendor will provide monthly activity reports and return all hardware that has been replaced to NHLC Headquarters. It is critical that the selected Vendor works collaboratively with both NHLC staff and other support vendors to ensure any interruptions in normal business at retail locations are prevented or remediated quickly. In calendar year 2024 there were 296 tickets opened for retail store support.

The equipment to be supported by the Vendor is identified in Appendix H. The Vendor responsibilities are identified in Appendix I. The Vendor response method and timing are identified in Appendix J.

**1.1.4 IT Environment at Retail Locations**

Each of the 65 retail locations has the same IT infrastructure. There is a carrier ethernet connection to the Department of Information Technology/State of New Hampshire data center. From the data center, access is provided to the Azure Cloud. This communication is accomplished through a Cisco Router and Cisco Switch. A wired ethernet network connects between 2 and 10 cash register lanes at each retail location. Each lane has a Windows-based PC (HP RP915 or HP EngageOne Pro) "cash register" with a Verifone M400 merchant card terminal device, barcode scanner, Cisco VoIP phone and Netgear 4 port switch. Each store's primary lane (lane 1) has a UPS. These devices can only access the Dynamics 365 Store Commerce App (SCA). Store Commerce App is connected to supporting infrastructure such as the Commerce Scale Unit and Commerce Run Time, which facilitates integration to Dynamics 365.

There are between one and three hard-wired full function PCs and printers in the store manager's office that is used for both Dynamics Finance and Supply Chain Management back-office tasks. Each manager's office also has a networked printer.

The retail locations also have a Meraki-based wireless network that supports handheld mobile inventory scanners, tablets, printers, and, at four store locations, electronic shelf labels. The scanners are Android-based and used for inventory management and to fulfill orders received at the retail location from the eCommerce applications by using a web-based order fulfillment tool (OFT) application through a browser. The tablets are used by staff to interact with the Store Commerce App for all opening, closing, and money management functions.

**1.2 Schedule of Events**

The following tables provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

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<b>SCHEDULE OF EVENTS</b>	
<b>EVENT</b>	<b>DATE &amp; TIME (ET)</b>
RFP Released to Vendors / Inquiry Period Begins (on or about)	June 20, 2025
Notification of Intent to Attend Vendor Conference	July 8, 2025
Mandatory Online Vendor Conference	July 10, 2025, at 1:00 PM ET
Vendor Inquiry Period Ends (Final Inquiries due)	July 16, 2025
Final State Responses to Vendor Inquiries	July 23, 2025
Final Date and Time for Proposal Submission	August 6, 2025, at 2:00 PM ET
Online Interview of Key Vendor Personnel	August 11, 2025, through August 15, 2025
Estimated Date of Vendor Selection	August 22, 2025
Anticipated Governor and Council Approval	October 15, 2025 (Tentative)
Anticipated Effective Contract Date	October 15, 2025 (Tentative)

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**SECTION 2: PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS**

**2.1 Proposal Submission**

Proposals are to be submitted in both physical and electronic formats. Physical Proposals and Electronic Proposals submitted in response to this RFP must be received no later than the time and date specified in the Schedule of Events, herein.

In the event of a discrepancy between the Physical Proposal and the Electronic Proposal submitted by a Vendor, the Physical Proposal shall take precedence.

Vendors are permitted to submit one (1) Proposal in response to this RFP. Proposals shall consist of a Technical Proposal and a Cost Proposal.

Late submissions will not be accepted. Delivery of the Proposals shall be the Vendor's responsibility. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location and via email as designated below. The Agency accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed Proposals.

A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

**2.1.1 Physical Proposals**

Physical Proposals must be addressed to:

State of New Hampshire  
Liquor Commission  
Attention: Janet Donnelly  
50 Storrs Street  
Concord, NH 03301

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE  
LIQUOR COMMISSION  
RESPONSE TO RFP: NHLC RFP# 2025-06-RETAIL OUTLET IT EQUIPMENT SUPPORT

Physical Submissions shall include:

Package 1- Technical Proposal:

- a.** One (1) original and seven (7) clearly identified copies of the Technical Proposal, including all required attachments.
- b.** One (1) copy of the Proposal Transmittal Form Letter (included in Section 3.3.2: Transmittal Form Letter, herein) accepting all terms and conditions of the RFP without exception shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."

Package 2 – Cost Proposal:

- a.** A separate Cost Proposal must be labeled clearly and sealed separately from the Technical Proposal.

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- b.** One (1) original and three (3) copies of the Cost Proposal, including pricing worksheet tables (as described in Appendix E: Pricing).

Each copy shall be bound separately, delivered in sealed containers, and permanently marked as indicated above.

**2.1.2 Electronic Proposals**

Electronic Proposals must be addressed to:

TO: Janet.M.Donnelly@liquor.nh.gov  
CC: Stephanie.D.Bosstick@liquor.nh.gov

Proposals must be clearly marked as follows:

Subject: RESPONSE TO RFP: NHLC RFP# 2025-06-RETAIL OUTLET IT EQUIPMENT SUPPORT

Electronic Submissions must be submitted using the following criteria:

Searchable PDF Format

Files must be less than 10MB in size.

- a.** Exception: If files are greater than 10MB in size, the Vendor will be required to submit their Proposal in parts. It is the Vendor's responsibility to ensure a complete Proposal is submitted.

Electronic Submissions shall include:

Attachment 1: Technical Proposal

- a.** The Technical Proposal, including all required attachments.
- b.** One (1) copy of the Proposal Transmittal Form Letter (included in Section 3.3.2: Transmittal Form Letter, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."

Attachment 2: Cost Proposal

- a.** The Cost Proposal must be labeled clearly and submitted separately from the Technical Proposal.
- b.** The Cost Proposal must include the pricing worksheet tables (as described in Appendix E: Pricing).

**2.2 Vendor Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP Point of Contact:

Janet Donnelly  
Email: Janet.M.Donnelly@liquor.nh.gov

Inquiries must be received by the RFP Point of Contact no later than the conclusion of the Vendor Inquiry Period identified in the Schedule of Events. Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered. The State assumes no liability for assuring accurate/complete email transmission/receipt and is not required to acknowledge receipt.

The Agency will require the selected Vendor to execute a Contract using the P-37 State of New Hampshire General Provisions and any attached exhibits. To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions during the Vendor Inquiry Period.



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The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses shall be posted on the Agency's website. Official responses by the Agency will be made only in writing by the process described above.

**2.3      Restriction of Contact with Agency 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 Agency regarding this RFP is prohibited unless first approved by the RFP Points of Contact listed herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Vendor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications.

**2.4      Validity of Proposal**

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

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**SECTION 3: PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS**

**3.1 Proposal Format**

Proposals should follow the following format:

- a. 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.
- b. The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- c. Each page of the Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.
- d. Each section of the proposal should be clearly identified.

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.

**3.2 Proposal Organization**

The Proposal should be organized as follows:

**3.2.1 Technical Proposal**

- a. Cover Page
- b. Transmittal Form Letter
- c. Table of Contents
- d. Section I: Executive Summary
- e. Section II: Glossary of Terms and Abbreviations
- f. Section III: Narrative Responses
- g. Section IV: Corporate Qualifications
- h. Section V: Qualifications of IT Consultant Staff
- i. Section VI: Response to Requirements in Appendix I
- j. Section VII: Vendor Attachments
- k. Section VIII: Copy of the RFP and any Addendum(s) - required in original Technical Proposal only

**3.2.2 Cost Proposal**

- a. Cover Page
- b. Completed pricing worksheet tables as described in Appendix E: Pricing

**3.3 Technical Proposal Components**

**3.3.1 Cover Page**

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

STATE OF NEW HAMPSHIRE  
LIQUOR COMMISSION  
RESPONSE TO RFP:  
NHLC RFP# 2025-06-RETAIL OUTLET IT EQUIPMENT SUPPORT  
TECHNICAL PROPOSAL

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.

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**3.3.2 Transmittal Form Letter**

The Vendor must submit a signed Transmittal Form Letter with their response using the Transmittal Form Letter template provided on the following pages. Any alteration to the content of this Transmittal Form Letter template is prohibited. Any such changes shall result in a Proposal being rejected.

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**STATE OF NEW HAMPSHIRE  
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State of New Hampshire Proposal Transmittal Form Letter

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

Address: \_\_\_\_\_

**To:** Janet Donnelly  
(603)230-7048  
Janet.M.Donnelly@liquor.nh.gov

**RE:** Proposal Invitation Name: RETAIL OUTLET EQUIPMENT SUPPORT  
Proposal Number: NHLC RFP# 2025-06-RETAIL OUTLET EQUIPMENT SUPPORT  
Proposal Due Date and Time: August 6, 2025, at 2:00 PM ET

To Whom It May Concern:

Company Name: \_\_\_\_\_ hereby submits an offer to provide to the State of New Hampshire the Services indicated in NHLC RFP# 2025-06-RETAIL OUTLET EQUIPMENT SUPPORT at the price(s) quoted in Vendor Response Cost Proposal, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the P-37 State of New Hampshire General Provisions and Exhibits (as described in Appendix M).

We attest to the fact that:

1. The company has reviewed and agreed to be bound by the RFP.
2. The company has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing Date or until the Effective Date of any resulting Contract, whichever is later.
4. The prices quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this RFP.

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates, or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- d. Is currently debarred from performing work on any project of the federal government or the government of any state;
- e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- f. Is presently subject to any order of the Department of Labor, the Department of Employment Security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;

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- g. Is presently subject to any sanction or penalty finally issued by the Department of Labor, the Department of Employment Security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the Agency of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding Vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding Vendor and that any and all other terms and conditions submitted by the responding Vendor are null and void, even if such terms and conditions have terminology to the contrary.

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

Title: \_\_\_\_\_

Telephone: (    )    -    \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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**3.3.3 Table of Contents**

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.

**3.3.4 Section I: Executive Summary**

Section I shall provide an executive summary, not to exceed two (2) pages, identifying how the Vendor satisfies the goals of this RFP. The executive summary will also provide an overview of the Vendor's proposed Services highlighting those factors that they believe distinguish their Proposal.

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

Section II shall provide a glossary of all terms, acronyms, and abbreviations used in the Vendor's Proposal.

**3.3.6 Section III: Narrative Responses**

Section III shall provide Vendor's narrative responses to the topics listed in Appendix C: Topics for Mandatory Responses. Appendix C: Topics for Mandatory Responses is organized into topic sections. Discussion of each topic must begin on a new page.

**3.3.7 Section IV: Corporate Qualifications**

Section IV shall provide the corporate qualifications of the Vendor and any Subcontractors proposed to participate in the Project. Specific information to be provided is described in Appendix D: Standards for Describing Vendor Qualifications.

**3.3.8 Section V: Qualifications of IT Consultant Staff**

Section V shall be used to provide required information on the Vendor's IT Consultant Staff. Specific information to be provided is described in Appendix D: Standards for Describing Vendor Qualifications.

**3.3.9 Section VI: Response to Requirements in Appendix I**

In Section VI, Vendor shall utilize the third column in the chart of Appendix I, to explain how their team will satisfy each of the requirements.

**3.3.10 Section VII: Vendor Attachments**

Section VII provides for extra materials as referenced in Appendix C: Topics for Mandatory Responses and/or Appendix D: Standards for Describing Vendor Qualifications such as Organizational Charts and Reports.

**3.3.11 Section VIII: Copy of RFP and Addendum(s)**

Section VIII shall include a copy of NHLC RFP# 2025-06-RETAIL OUTLET IT EQUIPMENT SUPPORT and any subsequently issued Addendums. This section is required in the original Technical Proposal only.

**3.4 Cost Proposal**

The Cost Proposal must be labeled clearly and submitted separately from the Technical Proposal. The Cost Proposal must include the following:

**3.4.1 Cover Page**

A Cover Page that includes the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address, as well as the following text:

**STATE OF NEW HAMPSHIRE  
LIQUOR COMMISSION  
NHLC RFP# 2025-06-RETAIL OUTLET IT EQUIPMENT SUPPORT**

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STATE OF NEW HAMPSHIRE  
LIQUOR COMMISSION  
RESPONSE TO RFP:  
NHLC RFP# 2025-06-RETAIL OUTLET EQUIPMENT SUPPORT  
COST PROPOSAL

**3.4.2 Completed Pricing Worksheet Tables**

The Vendor must include the following completed tables located in Appendix E: Pricing:

- a. A Proposed Vendor Monthly Rates by Equipment Group Worksheet prepared using the format provided in Table E-1.1 of Appendix E: Pricing and any discussion necessary to ensure understanding of data provided.
- b. A Proposed Vendor Annual Cost by Equipment Group Worksheet prepared using the format provided in Table E-1.2 of Appendix E: Pricing and any discussion necessary to ensure understanding of data provided.
- c. A Proposed Optional Vendor Staff Hourly Rates Worksheet prepared using the format provided in Table E-2.1 of Appendix E: Pricing and any discussion necessary to ensure understanding of data provided.

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**SECTION 4: EVALUATION OF PROPOSALS**

**4.1 Criteria for Evaluation and Scoring**

Each responsive Proposal will be evaluated and considered with regard to:

- a. Qualifications and Service Experience of Vendor Company and any Subcontractors
- b. Experience and Qualifications of Proposed IT Consultant Candidates
- c. Cost Proposal

If the Agency determines to make an award, the Agency will begin negotiations with a Vendor based on these evaluations. Should the Agency be unable to reach agreement with the high-scoring Vendor during Contract discussions, the Agency may then undertake Contract discussions with the next high scoring Vendor and so on; or the Agency may reject all Proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of one hundred (100) points. Points will be distributed as set forth in the table below.

<b>SCORING TABLE</b>	
<b>CATEGORIES</b>	<b>POINTS</b>
Technical Proposal with the following potential maximum scores for each Technical Proposal category listed below:	
Vendor Company and Service Experience	30
Proposed IT Consultant Team Lead/Project Manager Candidates Qualifications	15
Proposed IT Consultant Field Technician Candidates Qualifications	15
Cost Proposal Potential Maximum Points	40
<b>TOTAL POTENTIAL MAXIMUM POINTS AWARDED</b>	<b>100</b>

The Agency will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize technical scores.

**4.2 Scoring Detail**

**4.2.1 Scoring of the Vendor Company and Service Experience**

Vendor company and service experience will be allocated a maximum score of thirty (30) points. It must be established that the Vendor Company is best qualified to meet the requirements of the State in supporting its key applications.

Factors that will be considered include but are not limited to:

- a. Years of experience providing services: demonstrated competence in providing proposed services.
- b. Size and quality of the pool of resources available to support NHLC.



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- c. References: input from provided references.
- d. Litigation: the relevance of involvement of the company in litigation will be considered.
- e. Financial Strength: financial strength as indicated by the required documentation.

Criteria for these scores will be found in but are not limited to:

- a. Appendix D: Standards for Describing Vendor Qualifications
- b. Proposal Section IV: Narrative Responses
- c. References
- d. Financial Information

**4.2.2 Scoring of Experience and Qualifications of Proposed IT Consultant Candidates**

Proposed candidates must have the training and experience to support the NHLC's retail locations. Candidate experience and qualifications will be allocated a maximum score of thirty (30) points split between the candidates for Team Lead/Project Manager (15 points) and candidates for Field Technician (15 points).

Factors that will be considered include but are not limited to:

- a. Project Experience: experience with similar projects and customers.
- b. Technical Experience: demonstrated technical experience in the areas detailed in Appendix B: Consultant Candidate Requirements and Information.
- c. Certifications: extent to which proposed candidates have certifications in the following areas - Microsoft Windows administration, PC hardware maintenance, Android OS and networking.

Criteria for these scores will be found in but are not limited to:

- a. Oral interviews
- b. Candidate resumes
- c. Proposal Section IV: Narrative Responses
- d. References

**4.2.3 Scoring the Cost Proposal**

Vendor proposed rates/pricing will be allocated a maximum score of thirty (30) points.

THE FOLLOWING FORMULA WILL BE USED TO ASSIGN POINTS FOR COSTS:

Vendor's Cost Score = (Lowest Proposed Cost / Vendor's Proposed Cost) multiplied by the number of maximum points for Cost Proposal (thirty (30) points).

The above formula will be used for the total cost indicated on the pricing worksheet submitted pursuant to Table E-1.2 as detailed in Appendix E: Pricing.

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.

**4.3 Planned Evaluations**

The Agency plans to use the following process to evaluate Proposals:

- a. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- b. Preliminary review of the Technical Proposals;
- c. Oral interviews at the Agency's discretion;
- d. Final evaluation and scoring of Technical Proposals;

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- e. Review of Cost Proposals and scoring; and
- f. Select the highest scoring Vendor and begin contract negotiation.

**4.3.1 Initial Screening**

The Agency will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP and the minimum content set forth in the Proposal Format, Content, and Required Items within this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

**4.3.2 Technical Proposal Review**

The Agency will establish a Technical Proposal evaluation team to review the Technical Proposals.

**4.3.3 Oral Interviews**

At the Agency's discretion, any or all of Vendor's proposed candidates may be invited to oral interviews. The Agency retains the sole discretion to determine whether to conduct oral interviews, with which Vendors, the number of interviews and the length of time provided for the interviews. The Agency may decide to conduct oral interviews with less than all responsive Vendors.

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. The Agency may ask the Vendor to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews will be used to refine technical review scores assigned from the initial review of the Proposals. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

**4.3.4 Final Scoring of Technical Proposals**

Following Oral Interviews, reference checks (at the Agency's discretion), and/or review of written clarifications of Proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

**4.3.5 Cost Proposal Review and Scoring**

Cost Proposals will be reviewed by the Cost Proposal evaluation team. The Vendor's Cost Proposal will be allocated a maximum potential score of thirty (30) points utilizing the formula as describe in Section 4.2.3 above. Vendors are advised that this is not a low bid award and that the scoring of the Cost Proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

**4.4 No Best and Final Offer**

The Proposal should be submitted initially on the most favorable terms that the Vendor can offer. There will be no best and final offer procedure. The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of or the entire Proposal.

**4.5 Rights of the Agency in Accepting and Evaluating Proposals**

The Agency reserves the right to:

- a. Make independent investigations in evaluating Proposals;
- b. Request additional information to clarify elements of a Proposal;

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- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- d. Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time; and
- f. Open contract discussions with the second highest scoring Vendor and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

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**SECTION 5: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS**

**5.1 RFP Addendum**

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. Any addendum issued in response to the RFP will be posted to the New Hampshire Liquor Commission website. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

**5.2 Non-Collusion**

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

**5.3 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.

**5.4 Confidentiality of a Proposal**

The substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the Agency without the Agency's prior consent may be grounds for disqualification.

**5.5 Public Disclosure**

In general, the State is obligated to make public the information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship. The Right-to-Know law (RSA 91-A) obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the award of a contract by G&C. At the time of closing date for Proposals, the State will post the number of responses received with no further information. Pursuant to RSA 21-G:37, the State will also post the name and rank or score of each Vendor pursuant to the timeliness requirements therein. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including, but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is approved by G&C, or, if the contract does not require G&C approval, until the contract has been actually awarded. This means unsuccessful Vendors shall not be notified of the outcome until that time.

Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this request for proposal should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an

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entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

- a. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- b. The State is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- c. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

**5.6 Electronic Posting of Resulting Contract**

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a Proposal, Vendors acknowledge and agree that, in accordance with the above-mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

**5.7 Non-Commitment**

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

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**5.8 Proposal Preparation Cost**

By submitting a Proposal, a Vendor agrees that in no event shall the Agency 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.

**5.9 Ethical Requirements**

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

**5.10 Debarment**

Vendors who are ineligible to apply to proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

**5.11 Challenges on Form or Process of the RFP**

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

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**SECTION 6: CONTRACT TERMS AND AWARD**

**6.1 Non-Exclusive Contract**

Any resulting Contract from this RFP will be a Non-Exclusive Contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

**6.2 Award**

Any resulting Contract is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the Contract.

**6.3 Anticipated Contract Term**

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

The initial Contract Term will begin on the Effective Date and continue through October 31, 2030. The Contract Term may be extended for up to two (2), two-year terms (“Extended Contract Term”) at the sole option of the State, subject to the parties’ prior written agreement on terms and applicable fees for each extended Contract Term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

**6.4 Standard Contract Terms**

The Agency will require the successful vendor to execute a Not-to-Exceed Contract. The P-37 State of New Hampshire General Provisions and Exhibits, identified in Appendix M, will form the basis of any Contract resulting from this RFP.

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

**6.4.1 Contract Negotiations and Unsuccessful Vendor Notice**

If a Vendor is selected, the State will notify the selected Vendor in writing of their selection and the State’s desire to enter into contract discussions. Until the State successfully completes discussions with the selected Vendor, all submitted Proposals remain eligible for selection by the State. In the event contract discussions are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor.

**6.4.2 Subcontractors**

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether 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.

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**6.5 Related Documents Required**

The selected Vendor will be required to submit the following documents prior to Contract approval:

- a.** Certificate of Good Standing obtained from the Secretary of State of New Hampshire.
- b.** Certificate of Authority/Vote - The Certificate of Authority/Vote authorizes, by position, a representative(s) of your company to enter into an Agreement or amendment with the State of New Hampshire.
- c.** Certificate of Insurance - Certificate of Insurance evidencing coverage as required under the Contract. Workers' Compensation coverage must comply with State of NH RSA 281-A.

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**APPENDIX A: VENDOR CONFERENCE REQUIREMENTS**

A Mandatory Vendor Conference will be held over Microsoft Teams on the date and at the time identified in the Schedule of Events.

All Vendors who intend to submit Proposals must attend the Vendor Conference. Vendors are required to RSVP via email by the date identified in the Schedule of Events, indicating the number of individuals who will attend the Vendor Conference, their names, and their email addresses. Conference call information will be emailed to registrants after receipt of the RSVP.

An RSVP for the Vendor Conference should be sent to the RFP Point of Contact:

Janet Donnelly  
Email: Janet.M.Donnelly@liquor.nh.gov

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 forty-eight (48) 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 NHLC website by the date specified as the final date for State responses to Vendor inquiries as specified in the Schedule of Events.

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**APPENDIX B: CONSULTANT CANDIDATE REQUIREMENTS AND INFORMATION**

**B-1 Information Related to Staffing**

**B-1.1 Vendor Staff**

In the Proposal, the Vendor shall assign and identify proposed IT Consultant Staff in accordance with the qualifications outlined in this Appendix. Because experience with the State's key systems outlined in this RFP will be critical to the successful employment of Vendor personnel, the State requires minimal turnover of Vendor staff. Any changes to the Vendor's IT Consultant Staff shall require the prior written justification submitted by the Vendor, and prior written approval of the State. Vendor written justification will include replacement plans and estimated start date for replacement personnel. State approvals for changes in the Vendor's IT Consultant Staff will not be unreasonably withheld. Replacement IT Consultant Staff shall have comparable or greater skills with regard to performance of the work as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

Notwithstanding any provision in this RFP or any resulting Contract, the State shall have the option to terminate the Contract, at its discretion, if the State is dissatisfied with any of the proposed IT Consultants.

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

**B-1.2 Work Location**

Most tasks under a resulting Contract are expected to be on location at one of the 65 retail locations. For those tasks which require interaction with NHLC NextGen support staff (device image development or updating, release testing, etc.) or management (status or planning meetings, etc.) the NHLC will make appropriate space available at NHLC Headquarters.

**B-1.3 Work Hours**

The NHLC Headquarters is open between the hours of 8:00 a.m. and 4:30 p.m. ET, Monday through Friday, excluding State of New Hampshire holidays. However, the NHLC's 65 Liquor and Wine Outlets are open varying hours between 8:00 a.m. and 10:00 p.m. ET, seven (7) days per week, excluding Easter, Thanksgiving, and Christmas. Due to the needs of the retail locations, Vendor Staff will be required to be available from 7:00 a.m. to 10:00 p.m., seven (7) days per week on a regular basis. Due to the nature of retail operations and IT projects, Vendor Staff may occasionally be required to work nonstandard hours. These occasions will be coordinated between the Vendor Project Manager and the NHLC staff.

If a trouble call is received too late in the day for a technician to physically arrive on-site with the store specific response time and allowing 30 minutes before the store closing time, then the technician is to arrive at the store 30 minutes before the store opens on the next business day.

If a trouble ticket comes in late in the day, the technician should confer with the NHLC Help Desk to determine the level of severity. If the reported issue is severe enough, the technician may be asked to continue onto the store and work after hours. If the severity of the reported issue does not constitute immediate action, the work may be scheduled for the next business day. The technician may be asked to schedule next day service early enough so that work may be completed prior to the store opening for sales. Field Technicians shall coordinate all on-site responses with the NHLC help desk.

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**B-1.4 Work for Hire**

In performing its obligations under the Contract, the State and the Vendor shall agree that any work created or prepared by the Vendor's personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work, shall be considered a work for hire. As such, it shall be considered the sole property of the State.

**B-1.5 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 it proposes to use any Subcontractor.

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in State of New Hampshire General Provisions – P-37 in Appendix M. 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.

**B-1.6 Warranty**

The Vendor shall warrant all services and personnel engaged under Contract as a result of this RFP for the duration of the Contract period.

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

**B-2 Mandatory Consultant Positions**

The Vendor is required to provide staff to support the NHLC retail operations as described below. The Vendor must provide training required for staff to maintain proficiency in the evolving Microsoft Windows OS and Android OS architectures.

The ideal Proposal would contain at least three (3) candidate resumes for each of the positions listed below. The NHLC plans to select one (1) candidate for Team Leader/Project Manager position, and the number of Field Technicians proposed by the vendor.

**B-2.1 Team Leader/Project Manager**

The proposed candidates for the role of Team Leader must have a minimum of 8 years of experience in IT project leadership and at least 4 years of experience with Microsoft and Android-based systems. The candidates should have strong interpersonal skills and experience working with business users. The candidate should have experience managing multiple matrixed teams. The candidates must also have experience with and a strong understanding of retail operations. Qualifications must also include:

- a. Ability to collaborate with other stakeholders to ensure the retail operations don't experience unnecessary outages.
- b. Ability to coordinate team members' quick response to emergency and high priority production hot fixes.
- c. Experience mentoring junior members of the support team.

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- d. Experience ensuring that uniform enterprise-wide security standards are maintained.
- e. Experience documenting operational processes, procedures, and standards. Knowledge of project management methodologies and flexible approach to their application. Experience providing technical leadership to the Vendor team.
- f. Excellent communication and documentation skills, problem solving skills, attention to detail and interpersonal skills.
- g. Experience working in matrixed organizations.
- h. Strong ability to multitask several items, work independently and manage one's time.
- i. Ability to solve complex problems and unravel intricate interdependent systems.
- j. Focused on meeting technical challenges with timeliness without sacrificing best practices.
- k. Ability to lead a multidisciplinary team and the ability to interface with other vendor team leads, and other technical staff.

**B-2.2 Field Technician**

The proposed candidates for the role Field Technician must have a minimum of 6 years of experience in supporting IT systems with at least 3 years of experience in supporting Microsoft Windows and Android environments. Qualifications must include:

- a. Operating system installation and configuration
- b. Experience with installation and testing Microsoft Windows and Android version updates and patch releases.
- c. Experience with troubleshooting and issue resolution in a multisystem environment.
- d. Experience in collaboration with multi-party support teams.
- e. Experience with tools to manage remote support and error log review in a Microsoft Windows environment.
- f. Experience performing scheduled and unscheduled maintenance activities.
- g. Experience deploying code packages and service updates to environments, including store commerce devices, and supporting infrastructure.
- h. Experience working in matrixed organizations.

**B-3 Optional Projects**

From time to time the NHLC may identify projects that are related to the services provided by the Vendor, but out of scope for the normal requirements. NHLC will provide a scope of work for review by the Vendor. Vendor will then propose a team, workplan and timeline for the work. If Vendor's proposal is accepted by the NHLC, the hourly rates for the work will be based on the rates within Table E-2.1: Optional Vendor Staff Hourly Rates. Additional work or services resulting in an increase to the Price Limitation, an extension of time for Contract completion, or a significant change to the scope of the Contract may require approval by the Governor and Executive Council.

**B-4 General Requirements for Vendor's Selected Candidates**

**B-4.1 Relocation Expenses**

The State shall not pay to relocate any of Vendor's proposed candidates to fulfill the requirements of this RFP or any resulting Contract.

**B-4.2 Project Workspace and Office Equipment**

The NHLC will work with the Vendor to determine the requirements for providing all necessary workspace and connectivity for Vendor's staff while they are on site at NHLC locations.

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**B-4.3 IT Required Work Procedures**

All work performed and product produced must conform to and follow current New Hampshire statewide security policy and procedure as well as all standards and procedures established by the NHLC, DoIT, and the State.

**B-4.4 Computer Use**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained by any of the State entities, systems, equipment, documentation, information, reports, or Database Administrator of any kind (hereinafter "Information"), Vendor understands and agrees to the following:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so;
- c. That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or Agreements relating to system entry/access;
- d. 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 Vendor must use utmost care to protect and keep such Software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment; and
- e. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

**B-4.5 Email Use**

Mail or other electronic communications 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." Vendors understand that use of email shall follow State standard policy (available upon request).

**B-4.6 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 according to the State standard policy (available upon request).

**B-4.7 Data Location**

All storage, processing and transmission of State Data shall be restricted to information technology systems within the Continental United States. The Vendor shall not allow its personnel or subcontractors to store State Data on portable devices, including personal computers, except as specified and allowed by the Contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Vendor shall permit its personnel and contractors to access State data remotely only to provide technical support and as specified or required by the Contract.

**B-4.8 Security Compliance Requirements**

Vendor and its personnel and subcontractors shall comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline. (See <https://csrc.nist.gov/pubs/sp/800/171/r2/upd1/final>) Compliance with Moderate level controls as

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defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations – BaseLine Plus – is preferred. (See <https://csrc.nist.gov/pubs/sp/800/53/r5/upd1/final>)

**B-4.9 Background Checks**

Vendor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Vendor shall promote and maintain an awareness of the importance of securing the State's information among the Vendor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Vendor's proposed candidates. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

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**APPENDIX C: TOPICS FOR MANDATORY RESPONSES**

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Vendor for this RFP. The following table identifies specific topics for narratives. Responses provided should be relevant to the Project described within this RFP. Vendors must limit narrative responses to topics defined below. 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.

**Table C: Topics**

<b>TABLE C: Topics</b>	
	<b>PAGE LIMIT</b>
<b>C-1 Service Experience</b>	
Topic 1 – Experience with Support of Retail Operations	6
Topic 2 – Experience with Microsoft Windows Systems	6
Topic 3 – Experience with Android Devices	6
Topic 4 – Experience Managing Remote Staff and Workload	6
Topic 5 – Approach to Keeping Staff Current with Technologies	6
Topic 6 – Experience with Software Tools	6
Topic 7 – Experience with Cybersecurity Incident Response	6
Topic 8 – Capacity to Repair Equipment	8
<b>C-2 Staffing Availability</b>	
Topic 9 – Staffing Approach	6
Topic 10 – Staffing Contingency	6

**C-1. Service Experience**

***TOPIC 1 EXPERIENCE WITH SUPPORT OF RETAIL OPERATIONS***

Provide a detailed description of your company's experience supporting systems in retail operations.

- a. Describe your company's experience in supporting Point-of-Sale systems, including both hardware and software.
- b. Describe your company's experience working with the Payment Card Industry (PCI) data security standard, maintaining PCI compliance, and responding to PCI auditor inquiries.
- c. Which of the proposed team members have experience with retail operations?

***TOPIC 2 EXPERIENCE WITH MICROSOFT WINDOWS SYSTEMS***

Provide a detailed description of your company's experience working with Microsoft Windows systems.

- a. Describe your company's experience managing large groups of Microsoft Windows Devices.
- b. Describe your company's experience managing Microsoft Windows based POS devices.
- c. Which of the proposed team members have experience with Microsoft Windows based POS devices?

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**TOPIC 3    *EXPERIENCE WITH ANDROID DEVICES***

Provide a detailed description of your company's experience developing and supporting systems that are hosted in the Microsoft Azure environment.

- a. Describe your company's experience in Android devices.

**TOPIC 4    *EXPERIENCE MANAGING REMOTE STAFF AND WORKLOAD***

Provide a detailed description of your company's approach to managing staff working at multiple locations and managing a workload with varying priorities.

- a. Describe your company's experience in managing remote staff.
- b. What software tools are used to manage and report on tasks assigned to field staff?

**TOPIC 5    *APPROACH TO KEEPING STAFF CURRENT IN THE LATEST MICROSOFT WINDOWS AND ANDROID OS VERSIONS AND FEATURES***

Both Microsoft Windows and the Android OS receive upgrades for security features and functionality on a regular basis. Please explain how you ensure your staff remains current in the constantly evolving environment.

**TOPIC 6    *EXPERIENCE WITH SOFTWARE TOOLS***

Provide a detailed description of your company's experience using the following tool suite:

- a. ConnectWise Automate
- b. Microsoft System Center Configuration Management
- c. Other Remote Monitoring and Management tools
- d. Other imaging utilities
- e. CrowdStrike Falcon
- f. SOTI mobile device management for Android
- g. Other mobile device management tools for Android

**TOPIC 7    *EXPERIENCE WITH CYBERSECURITY INCIDENT RESPONSE***

Describe your company's experience responding and mitigating cybersecurity incidents. Did your company support clients during the 2024 CrowdStrike incident? If so, what activities did you participate in?

**TOPIC 8    *CAPACITY TO REPAIR EQUIPMENT***

Describe your company's capacity and experience to repair the equipment identified Appendix H: Equipment to be Supported. Please explain:

- a. Your methodology to determine if repair is feasible
- b. Your methodology to determine if repair is cost effective

**C-2. Staffing Availability**

**TOPIC 9    *STAFFING APPROACH***

Portions of the workload under this RFP can be planned (regular OS releases and patching cycles, etc.) but a significant portion (hardware break fix, etc.) will happen unexpectedly. Please explain:

- a. How you will ensure staff is available to respond to multiple outages at various locations at the same time.
- b. How your team will manage scheduled system updates to ensure that it will not conflict with the work of adjacent teams.
- c. How many clients and how many staff members reside in New Hampshire.



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- d.** How many clients and how many staff members reside in Vermont, Southern Maine and Northeastern Massachusetts.
- e.** Will Field Technicians be Vendor staff or subcontractors? How do you ensure subcontractors have required knowledge and skills?
- f.** How will you ensure appropriate coverage with skilled resources during Field Technician scheduled and unscheduled time off?

***TOPIC 10 STAFFING CONTINGENCY***

Full understanding of the needs of NHLC retail operations is gained over time with exposure to multiple aspects of the retail outlet environment. Consistent assignment of Field Technicians and limiting staff turnover will be critical to a successful engagement. Provide a detailed description of your company's approach to minimizing and managing staffing changes.

- a.** In the event that a proposed candidate becomes unavailable prior to contract start, what is your approach to finding a replacement?
- b.** What is the average length of employment of your current staff?
- c.** Describe the pool of resources available to fill future staffing vacancies when they occur.
- d.** Describe your company's approach to knowledge transfer and onboarding of new staff.

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

Vendor qualifications are important factors in selecting IT Consultants to support State staff. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- a.** Corporate qualifications of each Vendor proposed to participate in the services
- b.** Individual qualifications of Candidates for Vendor IT Consultant Staff

This Appendix identifies specific information that must be submitted.

**D-1 Required Information on Corporate Qualifications**

**D-1.1 Vendor and Subcontractors**

The Vendor submitting a Proposal must provide the following information for the Vendor and any proposed Subcontractors:

**D-1.1.1 Corporate Overview (4 Page Limit)**

Provide a brief history, number of years in business, and the major business areas of the Vendor company. Provide a high-level description of the company's organization and staff size. Discuss the company's experience with the following: the public sector, the requested services within this RFP, and providing services in New Hampshire.

Provide an organizational chart that depicts the proposed organization structure for the candidates presented, including at least one level of the Vendor's home office organizational structure to which the proposed consultant staff will report to.

**D-1.1.2 Certifications**

Provide evidence if the Vendor company or a proposed Subcontractor is a Microsoft certified partner.

**D-1.1.3 References**

Provide at least three (3) references with contact information for prior clients for the Vendor company and any proposed Subcontractor.

**D-1.1.4 Financial Strength**

Provide at least one of the following for the Vendor and any proposed Subcontractor:

- a.** The current Dunn & Bradstreet report on the company; or
- b.** The company's two most recent audited financial statements with related audit opinions and the company's most recent un-audited, quarterly financial statement; or
- c.** The company's most recent income tax return. For example, either a copy of the 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.

**D-1.1.5 Litigation**

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

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**D-2 Required Information on Candidates for Vendor IT Consultant Staff Roles**

Provide a resume not to exceed three (3) pages for each Vendor IT Consultant staff position proposed. Each resume should address the following:

- a.** The individual's educational, training, technical experience, and background.
- b.** An overview of the individual's work history, including specific dates and names of employers, and relevant and related experience.
- c.** The individual's project experience, including project type, project role and duration of the assignment.
- d.** Any significant honors awarded to the candidate.
- e.** A history of the individual's experience using or administering relevant applications.
- f.** At least three (3) references with contact information that can address the individual's performance on past projects.

Although the State recognizes that staff availability is somewhat uncertain, qualifications of Vendor IT Consultant staff assigned to the Project are critical. The State requires information on actual candidate consultants. Representative information will not be accepted.

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**APPENDIX E: PRICING**

**E-1 Pricing**

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

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.

**E-1.1 Vendor Monthly Rates by Equipment Group**

Using the format provided in Table E-1.1 below, list monthly rates for each mandatory Equipment Group to be supported by the Vendor IT Consultant Staff. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 to the following June 30 and is numbered for the calendar year in which it ends. Provide any discussion necessary to ensure understanding of data provided. Rates are required for all State Fiscal Years, both during the initial anticipated contract period and the optional extension periods.

**Table E-1.1 Vendor Monthly Rates by Equipment Group Worksheet**

Equipment Group	Initial Contract Term					Optional Contract Extensions			
	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030	SFY 2031	SFY 2032	SFY 2033	SFY 2034
Retail Lane (310)									
Supervisor Office (65)									
Site Network Equipment (65)									
Training/Testing Lane (10)									

**E-1.2 Vendor Annual Cost by Equipment Group**

Using the format provided in Table E-1.2 below, list the annual total cost for each State Fiscal Year for each Equipment Group to be supported by Vendor IT Consultant Staff. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 to the following June 30 and is numbered for the calendar year in which it ends. The calculation should be based the quantity for each equipment group identified in parentheses.

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**Table E-1.2 Vendor Annual Cost by Equipment Group Worksheet**

Equipment Group	Initial Contract Term					Optional Contract Extensions			
	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030	SFY 2031	SFY 2032	SFY 2033	SFY 2034
Retail Lane (310)									
Supervisor Office (65)									
Site Network Equipment (65)									
Training/Testing Lane (10)									
<b>Total SFY Cost</b>									

**E-2 Optional Project Position Pricing**

Vendor must include the worksheet below for Optional Positions listed in Appendix B in its Cost Proposal. 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.

**E-2.1 Optional Vendor Staff Hourly Rates**

Using the format provided in Table E-2.1 below, list hourly rates for each listed position that may be utilized for Optional Projects as discussed in Appendix B section B-3. Include hourly rates for all staff proposed. “SFY” refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 to the following June 30 and is numbered for the calendar year in which it ends. Provide any discussion necessary to ensure understanding of data provided. Rates are required for all State Fiscal Years, both during the initial anticipated contract period and the optional extension periods.

**Table E-2.1 Optional Vendor Staff Hourly Rates Worksheet**

Position Title	Initial Contract Term					Optional Contract Extensions			
	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030	SFY 2031	SFY 2032	SFY 2033	SFY 2034
Project Manager									
Senior Field Technician									
Field Technician									

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**APPENDIX F: DOIT INFRASTRUCTURE & SECURITY**

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**APPENDIX F: DOIT INFRASTRUCTURE & SECURITY**

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide Information Technology activities.

**F-1 Technical Architecture**

Components of the State's technical architecture include:

**F-1.1 State Network Environment**

The State of New Hampshire operates a Metropolitan-Area-Network (MAN) in the City of Concord, NH using a combination of leased and owned fiber optic cable. State of New Hampshire locations outside of the Concord, NH main facility are connected via multiple wide-area Networks using various technologies including Carrier Ethernet Services (CES), Microwave Wireless and Virtual Private Networks (VPN) Tunnels over the Internet. State Agency Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). State agencies connect to the State's central core Network location in Concord to facilitate access to email, the Internet, and the State's financial applications. Direct support is provided for twenty-one partner agencies; other State agencies support their own Networks, out-source the support, or use the resources of another agency.

**F-1.2 Internet Access**

The State of New Hampshire has purchased through American Registry for Internet Numbers (ARIN) its own External IP Address Range and Autonomous System Number. The State advertises its External IP Space and Autonomous System Number to two different Internet Service Providers to provide failover in the event of a single Internet Service Provider (ISP) Network failure.

**F-1.3 VMware**

The State uses VMware for Windows Server virtualization and virtual hosts are deployed at two separate State campus sites. VMware provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMware automatically fails over all of the virtual Servers on that host to another host. The EMC Networker product is used to manage backups for this environment utilizing Data Domain as the disk-to-disk repository.

**F-2 Future Systems Environment**

Future design and development efforts should conform to the emerging environment as defined by the New Hampshire Statewide Strategic Information Technology Plan. This environment is end-user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, eCommerce), where possible.

**F-2.1 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.

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**APPENDIX G: MERCHANT CARD SERVICES**

**Not Applicable**

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**APPENDIX H: EQUIPMENT TO BE SUPPORTED**

**H-1 Equipment Configurations**

The NHLC seeks support for the following Equipment Configurations:

**H-1.1 Retail Lane**

- a. All-In-One PC model
  - 1. HP RP915 “Gen 2” (prevalent)
  - 2. HP Engage One Pro “Gen 3”
- b. HP Standard Duty Cash Drawer
- c. HP POS Keyboard
- d. Epson TM-T88V Receipt Printer
- e. Barcode Scanners
  - 1. Code CR5025 (prevalent)
  - 2. Code CR5210
- f. Verifone M400 Payment Card Terminals
- g. Netgear GS105NA switch (prevalent)
- h. Cisco IP Phone 7841

**H-1.2 Retail Lane 1 UPS Tripp-Lite SMART1500RMXLN UPS (1 per store)**

**H-1.3 Supervisor’s Office**

- a. PC model (Monitor, keyboard and mouse) (1-3 per store)
  - 1. Dell 5050 MFF
  - 2. Dell 7020 MFF
- b. HP LaserJet Pro MFP M428FDN Network Printer
- c. Samsung A9+ Tablets (1-4 per store)
- d. Inventory Scanners
  - 1. Zebra TC21 inventory scanners (2-10 per store)
  - 2. Zebra 5-bay cradle (1-2 per store)
    - i. Zebra CRD-TC2Y-BS5CO-01
    - ii. Zebra PWR-BGA12V108W0WW
    - iii. Zebra CBL-DC-381A1-01
    - iv. Zebra 23844-00-00R
- e. Cisco IP Phone 8861 “Office Phone”
- f. HP LaserJet Pro M404dw Wireless printer
- g. Epson TM-T88VII Wireless receipt printer
  - 1. Includes Epson OT-WL06
- h. IoT Device – Order Indicator Light “Curbside Pickup Light”

**H-1.4 Site Network Equipment**

- a. Cisco Router
- b. Cisco Switch
- c. Network UPS’s



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1. APC SMT3000
2. APC SMX3000LV

**H-1.5 Training/Testing Lane** – Training and testing lanes will have the same equipment as retail lanes, but will be the first site for testing on any new models of equipment that is being considered for implementation into the NHLC environment.

**H-2 Current Equipment Counts**

- a. 310+/- Retail Lanes
- b. 65 Retail Lane 1 UPSs
- c. 90+/- Manager PCs
- d. 165+/- Samsung Tablets
- e. 300+/- Inventory Scanners (74 cradles)
- f. 65 Cisco Routers
- g. 65 Cisco Switches
- h. 65 Network UPSs
- i. 65 Wireless Access Points
- j. 65 Wireless Printers
- k. 65 Wireless Receipt Printers
- l. 80+/- Office Phones
- m. 65 Order Indicator Lights
- n. 10 Training/Testing lanes

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**APPENDIX I: SUPPORT RESPONSIBILITIES**

Vendors should complete the third column of the chart on the following pages of this Appendix, explaining how they will satisfy each of the Requirements.

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<b>Requirement Number</b>	<b>Requirement</b>	<b>Vendor Response</b>
<b>R1</b>	Vendor shall provide a toll-free number for problem reporting that is available from 6:00 AM ET to 11:00 PM ET 7 days per week.	
<b>R2</b>	Calls shall be answered by a technical support technician who will apply best efforts to resolve the issue during the call and dispatch a field technician when required.	
<b>R3</b>	Vendor shall provide a secure web portal for problem reporting that is available 24 hours per day 7 days per week (except for scheduled maintenance windows)	
<b>R4</b>	Portal submissions shall be responded to within 15 minutes during primary support hours of 6:00 AM ET to 11:00 PM ET.	
<b>R5</b>	Project Manager shall meet with the NHLC staff periodically as determined by the NHLC Chief Systems Officer.	
<b>R5</b>	Field Technicians must respond to locations in Area A (Laconia and South) as identified in Appendix K within 2 hours of the initial problem report.	
<b>R6</b>	Field Technicians must respond to locations in area B (North of Laconia) as identified in Appendix K within 4 hours of the initial problem report.	
<b>R7</b>	Field technicians must be equipped with tools and test equipment needed to trouble shoot and repair equipment identified in Appendix H.	
<b>R8</b>	Field Technicians responding to equipment outages shall pick up replacement equipment at NHLC HQ or one of the designated depot locations.	
<b>R9</b>	Field Technicians shall return all swapped out equipment to NHLC HQ within 48 hrs.	
<b>R10</b>	Field Technicians shall track all state tagged equipment by tag number and report all equipment changes to Project Manager. The Project Manager shall consolidate all equipment information and submit a report to the NHLC Chief Systems Officer on a weekly basis	

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<b>R11</b>	Field Technicians shall troubleshoot and repair or replace all the equipment identified in Appendix H.	
<b>R12</b>	Field Technicians shall troubleshoot and repair connectivity issues between PC's and peripherals.	
<b>R13</b>	Field Technicians must be capable of replacing fusers and installing maintenance kits in laser printers	
<b>R14</b>	Field Technicians must be capable of replacing hard disk drives, memory and CMOS batteries in Administrative PCs and POS PCs.	
<b>R15</b>	Field Technicians shall configure all replaced equipment to function in the location that it is placed.	
<b>R16</b>	Field Technicians must be capable of working with SONH DoIT Networking Technicians to troubleshoot connectivity issues and be capable of replacing routers, switches and wireless access points as directed by SONH DoIT networking technicians.	
<b>R17</b>	Field Technician shall fully test all hardware that is replaced to ensure the configuration is correct for the store location and the device is fully functional.	
<b>R18</b>	Vendor shall provide high level technical support to assist Field Technicians while they are on site if needed to help resolve an outage.	
<b>R19</b>	Restoration of operations in a timely manner is always the priority. In some cases, the NHLC Help Desk in consultation with the Field Technician, may direct Field Technicians to swap out devices rather than fix/remediate in place. In these situations, the Field Technician is expected to take the corrective action before returning the equipment to NHLC HQ.	
<b>R20</b>	Vendor shall, in consultation with NHLC staff, develop Standard Operating Procedures for installing equipment, configuring equipment and testing equipment.	

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<b>R21</b>	In the event that open tickets exceed available resources, NHLC Help Desk shall set the priority for resolution	
<b>R22</b>	In accordance with regular Windows patches and Dynamics updates, a Retail Lane will be made available at NHLC HQ for selected Vendor to maintain a Retail Lane Golden Configuration “lane image” monthly. The DoD-hardened Windows image shall then be updated by NHLC resources, as needed to update POS or dependency applications, prior to selected vendor distribution the lane image to both Field Technicians and NHLC resources.	
<b>R23</b>	When Microsoft releases a major Windows version update, the vendor shall develop a new Retail Lane Golden Configuration.	
<b>R24</b>	As hardware and Windows Operating System lifecycles take place, multiple lane images would be required to be maintained through successful complete replacement of the older lifecycle.	
<b>R25</b>	Vendor staff shall coordinate and implement monthly security and functional software updates for the equipment identified in Appendix H.	
<b>R26</b>	The selected vendor would be requested to participate in the replacement of up to 60 device sets per year outside of the scope of regular support services. To ease the burden and complexity of managing hardware lifecycles, the NHLC wishes to keep its fleet standardized per retail location. Should a device need replacement, where one is not immediate available, we may request replacement of all like devices (for example inventory scanners or retail lanes) in a retail location with a newer hardware lifecycle. A portion of these 60 devices per year may be used to voluntarily replace all like devices in a retail location with a newer hardware lifecycle.	

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<b>R27</b>	Prior to beginning the work on NHLC equipment and at least annually thereafter, all Vendor Staff supporting the NHLC shall complete PCI awareness training. Vendor shall provide documentation to NHLC Chief Systems Officer annually to demonstrate compliance.	
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**APPENDIX J: RESPONSE REQUIREMENTS**

The nature of any given outage reported to the Vendor will determine the type and speed of response required. The table below outlines the expected types of outages and the response required.

<p style="text-align: center;"><b>CRITICAL</b></p> <p>Response required within two hours during normal business hours (7am-10pm) for locations in Group A (Laconia, NH and South.)</p> <p>Response required within four hours during normal business hours (7am-10pm) for locations in Group B (North of Laconia, NH).</p>	Any Store location that has 33% or more of its lanes or inventory scanners inoperable.
	Network equipment, including UPS, needs to be replaced
	Any Store location has both of its cash management tablets inoperable.
	Any store location has multiple lane printers inoperable
<p style="text-align: center;"><b>MODERATE</b></p> <p>Response required within four hours during normal business hours (7am-10pm).</p>	Any Store location that has 25% or more of its lanes or inventory scanners inoperable.
	Any Store location that has 50% or more of its Store Manager PCs inoperable.
	Any Store location that has one of its lane receipt printers inoperable.
	Any Store location that has any of its cash management tablets or OFT hardware inoperable.
<p style="text-align: center;"><b>LOW</b></p> <p>Response required within 48 hours.</p>	
	Any Store location that has 25% or less of its lanes inoperable.

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**APPENDIX K: RETAIL LOCATIONS**

The table below identifies the NHLC retail store locations by Location Group as well as the number of lanes per store. Location Group dictates the response time required for Critical level outages as indicated in Appendix J: Response Requirements.

<b>Store #</b>	<b>Location Group</b>	<b>Location</b>	<b>Lane Count</b>
1	A	Concord	4
2	A	West Chesterfield	4
6	A	Portsmouth	4
8	A	Claremont	4
10	A	Manchester	6
11	A	Lebanon	3
13	A	Somersworth	6
14	A	Rochester	6
15	A	Keene	5
20	A	Derry	3
21	A	Peterborough	4
22	A	Brookline	3
30	A	Milford	3
31	A	Manchester	4
32	A	Nashua	4
33	A	Manchester	4
34	A	Salem	9
35	A	Hillsboro	2
38	A	Portsmouth	8
40	A	Walpole	2
41	A	Seabrook	5
48	A	Hinsdale	3
49	A	Plaistow	5
50	A	Nashua	9
51	A	Pelham	2



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53	A	Hudson	3
55	A	Bedford	6
56	A	Gilford	3
58	A	Goffstown	2
59	A	Merrimack	4
60	A	West Lebanon	6
61	A	Londonderry	5
62	A	Raymond	2
64	A	New London	2
66	A	Hooksett I-93N	10
67	A	Hooksett I-93S	10
68	A	North Hampton	4
69	A	Nashua	8
71	A	Lee	4
73	A	Hampton I-95S	7
74	A	Londonderry	5
76	A	Hampton I-95N	10
77	A	Rindge	4
79	A	Epping	6
81	A	Pembroke	4
82	A	Warner	4
83	A	Epsom	4
84	A	Tilton	4
85	A	Concord	4
5	B	Berlin	2
7	B	Littleton	4
12	B	Center Harbor	3
16	B	Woodsville	2
18	B	Colebrook	2
19	B	Plymouth	4

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23	B	Conway	4
37	B	Lancaster	2
39	B	Wolfeboro	3
42	B	Meredith	4
44	B	New Hampton	5
47	B	Lincoln	2
52	B	Gorham	2
54	B	Glen	3
57	B	Ossipee	2
65	B	Campton	2

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**APPENDIX L: TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

<b>Term</b>	<b>Definition</b>
<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Commercial off the Shelf Software</b>	Software that is purchased from a vendor and is ready for use with little or no change.
<b>Confidential Information</b>	Information required to be kept confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.  Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
<b>Data</b>	State records, files, forms, electronic information, and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.
<b>Data Breach</b>	“Data Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other-than-authorized purpose have access or potential access to Personally Identifiable Information, whether physical or electronic. With regard to Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
<b>Deficiency (-ies)/Defects</b>	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
<b>Deliverable</b>	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
<b>Hosted Services</b>	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.

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<b>Hosted System</b>	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully Operational for processing the Data.
<b>Infrastructure as a Service (IaaS)</b>	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
<b>Non-Public Information</b>	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, agreement, or administrative rule from access by the general public as public information.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
<b>Operational</b>	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Personal Information</b>	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Proposal</b>	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
<b>Security Incident</b>	“Incident” means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
<b>Services</b>	The work or labor to be performed by the Contractor on the Project as described in a contract.
<b>Software</b>	All Custom, SaaS and/or COTS Software provided by the Contractor under the Contract.

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<b>Software Deliverables</b>	All Custom, SaaS and/or COTS Software and Enhancements.
<b>Software License</b>	Right to use certain Software procured by the State.
<b>Software as a Service (SaaS)</b>	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Solution</b>	A proposed set of Software and Services addressing the requirements and terms of a Request for Proposal.
<b>Specifications</b>	The written details 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 Data</b>	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
<b>Subcontractor</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>Support Services</b>	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Vendor/Contracted Vendor</b>	The company whose Proposal or quote was awarded a Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system application or network.

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**APPENDIX M: P-37 STATE OF NEW HAMPSHIRE GENERAL PROVISIONS AND EXHIBITS**

**FORM NUMBER P-37 (version 2/23/2023)**

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> )  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) ( <i>if applicable</i> )  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council ( <i>if applicable</i> )  G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

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**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, 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, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.



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**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

**16. WAIVER OF BREACH.** A State'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 State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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**P-37 Agreement Exhibit A: Special Provisions**

The terms outlined in the P-37 General Provisions are modified as set forth below:

**A. Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

**3.4** The Term may be extended may be extended by up to two (2) additional terms of up to two (2) years each (“Extended Term”) at the sole option of the State, subject to the parties’ prior written Agreement on terms and applicable fees for each Extended Term. Any such extension shall be contingent upon satisfactory Contractor performance, continued funding, and approval by the Governor and Executive Council.

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

**3.5.1** Except in the event of the foregoing, Force Majeure events shall not include the Contractor’s inability to hire or provide personnel needed for the Contractor’s performance under the Contract.

**3.5.2** In the event a party cannot timely perform an obligation due to a Force Majeure event, that party shall provide the other party with an explanation of the event and any additional information the other party reasonably requires to substantiate the claim, and shall provide updates as to the status of such Force Majeure event in such detail and upon such frequency as the other party may reasonably require.

**3.5.3** In the event that the Contractor’s performance is delayed for more than ninety (90) days due to a Force Majeure event, the State may terminate the Contract.

**B. Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:**

**5.5** Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

**C. Provision 8, Event of Default/Remedies, is updated with the following addition:**

**8.2.5** give the Contractor a written notice specifying the Event of Default, terminate the Agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor 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.

**D. Provision 9, Termination, is deleted and replaced with the following:**

**9. TERMINATION**

**9.1** Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice to Contractor, terminate the Agreement for any reason, in whole or in part. 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

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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.

**9.2 Termination Procedure**

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

**9.2.2** After receipt of a notice of termination, and except as otherwise directed by the State, Contractor 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 ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding 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 Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. 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 the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

**9.2.3** If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

**9.2.4** This covenant in paragraph 9 shall survive the termination of this Contract.

**E. Provision 10, Property Ownership/Disclosure, is updated with the following addition:**

**10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by

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the State of New Hampshire - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited, to Criminal Justice Information (CJI), Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

**10.5** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**10.6** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a.** shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b.** 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;
- c.** 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
- d.** is disclosed with the written consent of the disclosing Party.

**10.7** A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

**10.8** Contractor Confidential Information: Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor’s sole responsibility and at Contractor’s sole expense. If Contractor 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 Contractor, without any liability to the State.

**10.9** This covenant in paragraph 10 shall survive the termination of this Contract.

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**F. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

**12.2.1** In the event that Contractor should change ownership for any reason whatsoever that results in a Change of Control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**G. Provision 20, Conflicting Terms, is deleted and replaced with the following:**

**20. CONFLICTING TERMS AND ORDER OF PRECEDENCE.** In the event of conflict or ambiguity among any of the text within this Agreement, the following Order of Precedence shall govern:

- a. State of New Hampshire, Liquor Commission Contract Agreement
  - i. Form P-37, General Provisions, as modified by Exhibit A, Special Provisions
  - ii. Exhibit C, Payment Terms and Pricing
  - iii. Exhibit B, Scope of Services
  - iv. Executed Change Orders
- b. State of New Hampshire, Liquor Commission RFP 2025-06-Retail Outlet IT Equipment Support
- c. Vendor Proposal Response to State of New Hampshire, Liquor Commission RFP 2025-06-Retail Outlet IT Equipment Support

**The following Provisions are added and made part of the P-37 General Provisions:**

**A. Provision 27. EXHIBITS/ATTACHMENTS**

The Exhibits and Attachments referred to in and attached to the Agreement are incorporated by reference as if fully included in the text of the Agreement.

**B. Provision 28. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**C. Provision 29. GOVERNMENT APPROVALS**

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Agreement.

**P-37 Agreement Exhibit B: Scope of Services**

**In addition to Services detailed in the RFP, the Scope of Services shall include the following:**

**GENERAL TERMS AND CONDITIONS**

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**A. RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

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

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

**B. 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 cost and expenditures.

**C. ACCESS/COOPERATION**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware 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.

**D. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents, State Data, material, reports, and

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work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

**E. INTELLECTUAL PROPERTY**

The State shall hold ownership, title, and rights in any Custom Application developed in connection with the performance of obligations under the Contract, or modifications to the application and their associated Documentation.

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

**F. DISPUTE RESOLUTION**

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

**P-37 Agreement Exhibit C: Payment Terms and Pricing**

**A. Contract Price**

The Contract Price shall reflect the pricing provided by Vendor in Tables E-1.1, E-1.2 and E-2.1 of Appendix E: Pricing.

**B. Invoicing and Terms of Payment**

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State’s written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services 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 Service and identification of the Service for which payment is sought. The Vendor must track staff work time for hourly rate invoicing.

Invoices sent via electronic mail shall be scanned and emailed to:  
APDept@liquor.nh.gov

Invoices sent via U.S. mail shall include an original plus one copy and be mailed to:  
New Hampshire Liquor Commission  
Accounts Payable Department  
50 Storrs Street  
Concord, NH 03302-0503

Upon acceptance of a properly documented invoice, the State will pay the invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched. Payment is issued through the State Treasurer and forwarded to Vendor within fourteen (14) days after processing begins at the NHLHC.

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The State of New Hampshire does not pay late charges or interest.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify the Vendor of the alleged error prior to the due date of such payment. The State and the Vendor agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the Vendor. The State shall promptly pay upon resolution of such dispute or within such fifteen (15) day period of an agreed-upon amount, whichever is later, and no late charges shall apply to that amount or the originally invoiced amount.

**C. Overpayments to the Vendor**

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

**D. Credits**

The State may apply credits due to the State, arising out of this Contract, against the Vendor's invoices with appropriate information attached.

**E. Shipping and Delivery Fee Exemption**

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

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