STATE OF NEW HAMPSHIRE

LIQUOR COMMISSION

REQUEST FOR PROPOSALS

PROFESSIONAL TIME CLOCK SERVICES

RFP 2026-02-TIME CLOCKS

Issued

January 14, 2026

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SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS

A. Executive Summary

As a state government agency engaged in both the retail sale of wine and spirits as well as the regulatory control of alcoholic beverages, the New Hampshire Liquor Commission (NHLC) seeks to procure services in time clock maintenance and repair for our retail store locations. These services must include the purchasing of new equipment, as described within, at NHLC Headquarters and all 65 Liquor & Wine Outlets. The NHLC is issuing this Request for Proposals (RFP) as a vehicle for soliciting and evaluating proposals from interested companies with the goal of contracting with one certified Contractor ("Contractor" or "Proposer").

The contract resulting from this Request for Proposals will be a contract for the term of three (3) years with the timeclocks needing to be operational by March 30, 2026. The plan for migrating the server is optional, to include a timeline, will need to be detailed by the Proposer in their proposal. The contract term may be extended by an additional two (2) terms of two (2) years each at the sole option of the NHLC, subject to the parties' prior written agreement and required governmental approvals.

This RFP describes the services sought by the NHLC and provides the terms governing this procurement process, including instructions governing the required content of a Proposal and the criteria by which submissions will be evaluated. A Proposer may submit a Proposal for services as further described in Section II, of this RFP.

B. Schedule of Events

The following table provides a Schedule of Events for this Request for Proposals (RFP). The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME (ET)
RFP Issued	1/14/2026	N/A
Deadline for Contractors to Submit Inquiries	1/21/2026	2:00 PM
Deadline for NHLC to Issue Responses to Contractor Inquiries	1/23/2026	2:00 PM
Submission Deadline for RFP Proposals by Contractors	02/02/2026	2:00 PM
Estimated Notification of Contractor Selection	02/06/2026	N/A

C. About the New Hampshire Liquor Commission

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, except for 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. The number and location of the retail stores can fluctuate. NHLC operates with a dedicated team of approximately 1,300 employees.

D. Contractor Instructions

Interested contractors must read the entire RFP and submit the required documents in the manner specified in the RFP. Contractors are responsible for reviewing the most updated information related to this RFP before submitting proposals. In this RFP, "contractor" means a person or entity who offers products or services for sale.

SECTION 2: REQUIREMENTS AND SCOPE OF WORK

A. Minimum Qualifications

The successful Contractor shall have a minimum of five (5) years' experience providing time clock services for commercial project and comply with the requirements of Appendix D.

The successful Contractor shall have the technical capability and employ a sufficient number of trained technicians to service NHLC Headquarters and all Liquor & Wine Outlets according to the following requirements:

1) Contractor shall be an authorized distributor and dealer of Jantek Electronics.
2) Contractor shall have experience with the following Jantek systems:
    a. JFP-520 Fingerprint System
    b. JFP-2000 HandPunch System
    c. Jupiter SQL Verzion 9 Software System
    d. Jupiter Web Edit SQL Software System
3) It is preferred that a Contractor has experience with a cloud-hosted solution wholly compatible with the existing time clock hardware.
4) Contractor must respond by telephone or email within thirty (30) minutes for service calls.

NHLC Liquor & Wine Outlet locations are set out in Appendix B. Store locations are subject to change as store may be opened, closed or relocated to meet NHLC business needs

B. Deliverables and Scope of Work

The contract consists of furnishing all materials, equipment, labor and transportation necessary to provide time clock services at locations listed and described herein. *Each NHLC retail outlet store has one (1) JFP-2000 Hand Punch Timeclock System and the NHLC HQ has one (1) JFP-520 Fingerprint and one (1) JFP-2000 Hand Punch Timeclock System currently installed*. These systems are connected via individual telephone lines that are utilized to transfer employee time clock data per assigned location. Time Clock Locations may be added during the term of the contract.

1) The successful Contractor will be expected to provide the following services for all NHLC Liquor & Wine Outlet locations and the Concord Headquarters for approximately 1,250 time clock users; up to 4 Network Access Administrators; and up to 12 Web Access Administrators:

   a. A NHLC Full Access Time Clock Administrator must be able to manage all users' access and control permissions (read, write, add, delete) in the time clock software program.

   b. A time clock user access level (full/limited access) will be determined based upon the employee's identified role in the time clock system, ensuring the user access is necessary to perform their assigned duties.

   c. A NHLC Administrator will grant time clock users only the minimum access necessary to perform their job functions, ensuring a segregation of assigned duties, reducing security risks, and potential damage from compromised accounts.

   d. A minimal number of NHLC Administrators will be authorized at the highest level of time clock user access, allowing a time clock user to manage and modify all aspects of time clock system or resource.

   e. A restricted user level of access will allow a time clock user to perform specific actions or view certain content without having broad control over the entire system.

2) Technical Support of all time clocks, including:

   a. Travel to and site visit support (including response time for onsite support, please specify differences in response time if varying by store location).

   b. Telephone and email support (including response time to return calls or emails for service being not later than 30 minutes).

   c. Remote access support (including response time being no later than 30 minutes).

   d. Communication issues/troubleshooting support (including timeline for support with response time and timing of updates).

3) Preventive Maintenance, Repair, and Installation of all time clocks including:

   a. Providing routine updates to time clocks (Please include the intervals for preventative maintenance and what is provided at that interval).

   b. Providing reprogramming; and

   c. In the event time clock is unable to be fixed on-site the Contractor shall provide NHLC with loaner equipment, at no cost to NHLC.

4) Contractor Site Visit:

Upon arrival at the site the Contractor shall sign in and out via the visitor log with the manager of the store(s) or manager in charge and after each scheduled or emergency call, before leaving the job site present a written summary of the work performed and obtain the State's signature thereon (time of day must be written in and manager must initial at time of arrival and again at time of departure).

OPTIONAL

1) Provide plans for upgrading services of existing time clocks to Ethernet as well as cost.

   a. Support the existing Jantek Jupiter SQL Version 9 software system, including:

      I. Providing software upgrades as they become available, and

      II. Providing and maintaining all existing reports.

2) Provide and support a cloud-hosted time management solution "solution",

   a. Solution must be capable of polling each time clock at a minimum of once per day, optionally up to four times per day, and ideally on-demand.

   b. Solution must be capable of polling utilizing the Plain Old Telephone Service "POTS' network.

   c. Solution must have a consistently reliable uptime for time punch polling web-based access, and reporting generation/extraction.

   d. Solution must be wholly compatible with the existing time clock hardware.

   e. Solution must have functionality comparable to Jantek Jupiter 9.

   f. Contractor must make available and maintain the following reports,

including but not limited to:

Time/Attendance Reports

Time/Attendance Detail
Time/Attendance Summary
Total Hours Detail
Overtime Report

Exception Reports

Missing Punch
Invalid (Employer/Location)

Payroll Reports

Payroll Detail Report
Payroll Total Hours
Payroll Total Summary

Auto Procedure Reports

Execute predetermined instructions such as data collection and reporting at certain times of the day, such as after office hours. Procedure can be set to run hourly, daily, weekly, monthly, or for specific dates and times.

Web Reports & Timecards

Perform reports and edit employees' timecards, upload time & attendance data to NHLC headquarters database.

Transfer Timeclock Data Reports

Upload employee timecard data from the existing Jantek Jupiter SQL Version 9 software system to the State of New Hampshire Lawson/NH First system via Secure File Transfer Protocol (SFTP). *NOTE: It is estimated that New Hampshire First will then change to Work Force Management no sooner than May of 2026 and any Contractor would have to be able to then adjust to providing a Secure File Transfer from Jantek Jupiter to Work Force Management. This change in integration must be supported over the course of the life of the contract. SQL Version 9 software Contractor must support a complete data migration between the existing Jantek Jupiter 9 solution to the new Contractor-provided, cloud-hosted solution including, but not limited to:

i. Employee Identification Number
ii. Last Name, First Name, Middle Initial
iii. Assigned Location
iv. Date/Day of the week/Time In
v. Date/Daty of the week/ Time Out

vi. Company #
vii. Hours/Totals
viii. State Pay Codes
ix. Batch #'s

In the future, the NHLC may seek to add additional functionality/may seek to convert its system to an Ethernet-based solution. The NHLC is therefore interested in Contractor capabilities in these areas. Future scope of the work may include:

1) Contractor may be asked to provide an understanding of how the proposed Solution would poll time clocks utilizing public or private IP addresses.

2) Contractor may be asked to prepare pricing and lead time for conversion to Ethernet-based time clocks.

    a. Response would include whether an on-premises relay server is required to do so?

    b. If no on-premises relay server is required, what security precautions would be considered and implemented when converting to Ethernet-based time clocks?

        i. Would this solution allow for IPsec tunnels or IP whitelisting?

        ii. What alternatives exist akin to Proxies or Access Control List?

3) Contractor capability to program the software to allow us to also create reports that track staffing needs/shortages, specifically looking for reporting capability on reassignments where the report would show the store location where employees are assigned and the store location where the employees physically punched in to engage in work.

C. General Provisions

1. Contractor shall bear all losses resulting to it on account of the amount or character of the work, or because the nature of the work or area in which the work being done is different from what was estimated or expected, or on account of the weather, natural elements or other causes.
2. Contractor's employees and agents shall not represent themselves as employees or agents of the State or NHLC.

3. Contractor shall be responsible in the event of theft or destruction of state property or personal property of state employees by its employees or agents.
4. Ownership of Work(s):
   The NHLC shall own all right, title and interest in and to any software, documentation, products, that result from services rendered by the Contractor to the NHLC under any resulting contract ("Work(s)").

5. Confidentiality:
   Contractor acknowledges that it may be necessary for the NHLC to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under any resulting contract. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the NHLC. Accordingly, Contractor will not disclose or use, either during or after the term of any resulting contract, any proprietary or confidential information of the NHLC without the NHLC's prior written permission. Proprietary or confidential information is information that would not be subject to disclosure by the NHLC pursuant to RSA 91-A, and includes:
   - Business or marketing plans or strategies, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, personnel records and pricing information;
   - Information belonging to customers and suppliers of the NHLC about whom Contractor gained knowledge because of Contractor's services to NHLC; and
   - Other information as the NHLC may from time to time identify as confidential and not subject to disclosure.

   Upon termination of Contractor's services to the NHLC, or at the NHLC's request, Contractor shall deliver to the NHLC all materials in Contractor's possession relating to the NHLC's business.

   In addition to proprietary information, the contractor could also gain access to confidential employee personal identifying information (PII). PII includes, but is not limited to Criminal Justice Information, Personal Financial Information, Federal Tax Information, Social Security Numbers payment card industry, and 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 of, all confidential information.

In the event of unauthorized release of confidential information, Contractor shall immediately notify the State's Information Security Officer and the NHLC, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief. Confidential information may be disclosed upon the written consent of the Chairman of the NHLC.

6. Accounting Records:
   The Contractor shall maintain all pertinent financial and accounting records and evidence pertaining to provided services and/or any resulting contract in accordance with the generally accepted accounting principles and other procedures specified by the State. Financial and accounting records shall be made available upon request to the NHLC, the State, or its designees at all times during the contract period and for three (3) years from the expiration date of any resulting contract or any extensions thereof.

7. Changes to Services:
   The NHLC may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the NHLC, in detail, of any impact the requested changes, revisions, or enhancements will have on the terms of the contract, including but not limited to, on the cost.
   Contractor may propose a change to the Scope of Work by written Change Order, identifying any impact the requested changes, revisions, or enhancements will have on the terms of the contract, including but not limited to, on the cost. The NHLC shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The NHLC must review and approve all Change Orders in writing. The NHLC shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within thirty (30) days of receipt of the Change Order.

Change orders resulting in an increase of 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.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of the resulting contract.

8. Background Checks

   The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of a resulting 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 one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

   The NHLC may, at its sole expense, conduct reference and background screening of the Contractor staff who work on or have access to the NHLC's account. The NHLC shall maintain the confidentiality of background screening results in accordance with a resulting contract.

9. Any service required above and beyond normal manufacturer preventative maintenance in an amount over $250.00 will require a written estimate. The Contractor shall provide the written estimate and obtain approval from the Contract Officer, before any work is performed.

10. The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of work.

11. The Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the work in the time specified.

12. The Contractor shall be readily available and supply all replacement parts, which shall be new and of the same quality and brand as that being replaced. Substitutions will be permitted only with prior authorization of the NHLC Contracting Officer or his or her designee.

13. The Contractor shall perform all work according to the best practices and standards of the trade and in accordance with the local, state and federal codes.

14. The Contractor shall complete work to the satisfaction of the NHLC and in accordance with the specifications herein mentioned, at the price herein.

15. Major projects or services shall require an estimate prior to work commencing, which estimate shall be provided at no charge to the NHLC.

16. The Contractor shall guarantee all materials and installation under normal use to be free from defects or poor workmanship for a period of one (1) year from the date of acceptance.

17. Normal Working Hours: Normal hours are considered to be 8:00 AM to 5:00 PM, Monday through Friday.

18. Other Hours: Other hours shall be considered hours other than 'Normal Working Hours' and Holidays.

19. Holidays are defined as those days recognized by the State of NH via RSA 288:1.

20. The Contractor shall take all responsibility for work under this contract, for the protection of the work, and for preventing injuries to persons and damage to property and utilities on or about the work. The Contractor shall in no way be relieved of its responsibility by any right of the NHLC to give permission or issue orders relating to any part of the work, or by any such permission given on orders issued or by failure of the NHLC to give such permission or issue such orders.

21. The Contractor shall bear all losses on account of the amount or character of the work performed, or because the nature in which the work performed is different from what was estimated or expected, or on account of the weather, elements, or other causes.

22. The NHLC shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby, or any other damages incurred. Upon failure by the Contractor to proceed promptly with the necessary corrections, the State may withhold any monetary amount necessary to correct all defective work or damages from payments to the Contractor.

23. The Contractor's staff shall consist of qualified technicians who are completely familiar with the products and equipment they shall use. The NHLC Contracting Officer(s) may require the Contractor to dismiss such employees as they deem incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the NHLC contract is deemed to be contrary to the public interest or inconsistent with the best interest of security.

24. The NHLC may require that the Contractor provide security clearance and background checks for any Contractor representative working at any NHLC location.

25. Contractor shall provide photo identification badges for all its employees and employees or representatives shall wear the photo identification badges when working at any NHLC location.

26. The Contractor or their staff shall not represent themselves as employees or agents of the State.

27. While on NHLC property, Contractor's staff shall be subject to control of the State, but under no circumstances shall such staff be deemed to be employees of the State or NHLC.

28. The Contractor and its staff shall observe all regulations or special restrictions in effect at the location being serviced.

29. The Contractor and its staff shall perform all work in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

30. The Contractor and its staff shall be allowed only in areas where work is being performed. The use of state telephones is prohibited.

31. Any Contract resulting from this RFP shall not, in whole or in part, be subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by the NHLC. In the event the NHLC approves the use of a subcontractor, the Contractor shall be directly responsible for subcontractor's performance and work quality. Subcontractors must abide by all terms and conditions under this RFP and any resulting contract.

32. The solution must comply with all applicable state and federal data protection laws and regulations pertaining to Personal Identifying Information, including but not limited to: New Hampshire RSA 359-N:2.

33. Contractor Must provide documentation on how Personal Identifying Information is used, stored, and protected.

SECTION 3: CONTRACT TERMS AND CONDITIONS

A. Non-Exclusive Fixed Fee Contract

Any resulting contract from this RFP will be a non-exclusive contract. The NHLC reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified in this RFP or make an award by item, part or portion of an item, group of items, or total Proposal.

Any contract resulting from this RFP shall be structured as a not-to-exceed contract.

B. Award

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

C. Anticipated Contract Term

The Contractor 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"), as applicable.

The initial Contract Term will begin on March 30, 2026 and continue through March 30, 2029. 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 contractor performance, continued funding and Governor and Executive Council approval.

D. Standard Contract Terms

The NHLC will require the selected Contractor to execute a contract using the Standard Terms and Conditions of the State of New Hampshire (Form P-37) which is attached as Appendix A. In no event is a Contractor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

The terms of this RFP and the selected Contractor's Proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected Contractor's Proposal. References in the P-37 to Exhibits A, B and C are references to the required structure of any resulting contract (Exhibit A – Special Provisions/Amendments to the P-37, Exhibit B – Scope of Services, and Exhibit C – Payment Terms) and are not references to sections of this RFP.

To the extent that a Contractor believes that exceptions to the contract terms in Appendix A will be necessary for the Contractor to enter into the contract, the contractor must note those issues during the Contractor Inquiry Period, as further described in Section 4(C).

E. Subcontractors

The Contractor shall remain wholly responsible for performance of the entire contract regardless of whether Subcontractor is used. The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any contract.

F. Related Documents Required

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

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

The Certificate of Good Standing and the Liability Insurance would have to be maintained during the life of the contract and proof of good standing and liability insurance would have to be provided upon request.

SECTION 4: REQUEST FOR PROPOSAL PROCESS

A. NHLC Point of Contact

The sole point of contact for this RFP, from the RFP issue date until the approval of the resulting contract is:

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

B. Restriction of Contact with NHLC Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Contractor, all communication with personnel employed by or under contract with the NHLC regarding this RFP is prohibited unless first approved by the RFP Point of Contact listed above. NHLC employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Contractors may be disqualified for violating this restriction on communications.

C. Contractor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in Appendix A, including the Form P-37, shall be submitted ***via email only*** to the RPF Point of Contact specified above. No phone calls. Inquiries must be received by the end of Contractor Inquiry Period (see Schedule of Events herein).

When submitting inquiries, the Contractor must identify the RFP name and the number and include the Contractor's name, telephone number, and e-mail address.

The NHLC will issue responses to properly submitted inquiries on or before the date specified in the Schedule of Events; however, this date is subject to change at the NHLC's discretion. The NHLC may consolidate and/or paraphrase questions for sufficiency and clarity. The NHLC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. **In response to requested exceptions to P-37, the NHLC will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.**

Questions about or requested exceptions to the RFP, Form P-37 and/or any relevant attachments not raised during the inquiry period are waived. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the NHLC. Official responses by the NHLC will be made only in writing by the process described above. Contractors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

SECTION 5: RFP TERMS AND CONDITIONS

A. Debarment decision

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

B. Proposal Preparation Cost

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

C. Validity of Proposal

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

D. RFP Addendum

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

E. Non-Collusion

The contractor'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 Contractors and without effort to preclude the NHLC from obtaining the best possible competitive Proposal.

F. Property of the Agency

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

G. Proposal Confidentiality

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

H. Public Disclosure

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 may be subject to public disclosure under Right-to-Know law, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Contractor believes any information submitted in response to this RFP should be kept confidential, the Contractor 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 Contractor claims must be exempt from disclosure as "CONFIDENTIAL." Contractors 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 entire proposal, attachment or section as confidential shall neither be accepted nor honored by the NHLC. Contractors 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 NHLC 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 Contractor's designations, the NHLC 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 NHLC to view or receive copies of any portion of the proposal, the NHLC shall first assess what information it is obligated to release. The NHLC will then notify you that a request has been made, indicate what, if any, information the NHLC 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 NHLC, a Contractor must initiate and provide to the NHLC, 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, Contractors acknowledge and agree that:

- The NHLC 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;
- The NHLC is not obligated to comply with a Contractor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your Proposal; and
- The NHLC may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Contractor.

I. Electronic Posting of RFP Results and Resulting Contract

At the time of receipt of proposals, the NHLC will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services, the NHLC will post the ranks or scores of each responding Contractor. In the event that the contract does not require Governor & Executive Council (G&C) approval, the NHLC will disclose the rank or score at least 5 business days before final approval of the contract.

Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this RFP, and posts those documents on its website (https://sos.nh.gov/administration/miscellaneous/governor-executive-council/). By submitting a Proposal, Contractors 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.

J. Non-Commitment

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

K. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Contractor 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 Contractor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Contractor 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 bidding on the RFP, or similar request for submission and every such Contractor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A Contractor 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, 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.

L. Challenges to Identification of Selected Contractor

Within 5 business days of the NHLC's posting of the rank or score on its website, Contractors may, in accordance with RSA 21-G:37, request that the NHLC review its selection process. The request must be in writing and must specify all points on which the Contractor believes the NHLC erred in its process and shall contain such argument in support of its position as the Contractor seeks to present. In its request for review, a Contractor shall not submit, and the NHLC will not accept nor consider, any substantive information that was not included in the original Proposal. The NHLC will respond to the request within 5 business days of its receipt.

SECTION 6: PROPOSAL SUBMISSION INSTRUCTIONS

A. Proposal Format

Proposals are to be submitted in both physical and electronic formats. In the event of a discrepancy between the Physical Proposal and the Electronic Proposal submitted by a Contractor, the Physical Proposal shall take precedence.

Contractors are permitted to submit one (1) Proposal in response to this RFP. Proposals shall consist of a Technical Proposal and a Cost Proposal. The Cost Proposal must be labeled clearly and submitted separately from the Technical Proposal.

If a Proposal contains information that a Contractor believes to be confidential, the Contractor must submit one electronic copy of the Proposal with all confidential information fully redacted and comply will all other requirements of Section 5(H) of this RFP.

B. Deadline

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

C. Submission Location and Instructions

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# 2026-02-TIME CLOCKS

Physical Submissions shall include:

Package 1- Technical Proposal:

a. One (1) original and three (3) clearly identified copies of the Technical Proposal, including all attachments.

Package 2 – Cost Proposal:

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

b. One (1) original and three (3) copies of the Cost Proposal.

2. **Electronic Proposals**

Electronic Proposals must be addressed to:

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

Proposals must be clearly marked as follows:

Subject: RESPONSE TO RFP: NHLC RFP# 2026-02- TIME CLOCKS

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 Contractor will be required to submit their Proposal in parts. It is the Contractor'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.

Attachment 2: Cost Proposal

a. The Cost Proposal must be labeled clearly and submitted separately from the Technical Proposal.

SECTION 7: PROPOSAL ORGANIZATION AND CONTENT

A. Proposal Organization

Each page of the Proposal should include a page number, the number of total pages, and identification of the Contractor in the page footer. Each section of the Proposal should be clearly identified.

The Proposal should be organized as follows:

1. **Technical Proposal**
   a. Cover Page

   b. Table of Contents

   c. Section I: Company Experience and Minimum Qualifications

   Provide a detailed summary of your company's experience and qualifications providing time clock services to commercial clients, with emphasis on retail businesses. Include examples of projects completed for retail businesses where the size and scope are similar to the size of the NHLC and this project. Provide three (3) detailed references by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHLC reserves the right to contact any and all persons listed by the Proposer concerning past work experience. All contact information must be current. The NHLC shall not be responsible to search for contact information

   Describe how your company will meet the technical capability and employ a sufficient number of trained technicians to service NHLC Headquarters and all Liquor & Wine Outlets according to the following requirements:

   1) Contractor shall describe how they will be in compliance with Appendix D.
   2) Contractor shall be an authorized distributor and dealer of Jantek Electronics.

3) Contractor shall have experience with the following Jantek systems:
    i. JFP-520 Fingerprint System
    ii. JFP-2000 HandPunch System
    iii. Jupiter SQL Verzion 9 Software System
    iv. Jupiter Web Edit SQL Software System
4) It is preferred that the Contractor has experience with a cloud-hosted solution wholly compatible with the existing time clock hardware.
5) Server maintenance experience to include security services experience and training
6) Contractor must respond by telephone or email within thirty (30) minutes for service calls, what is the current company experience regarding maintaining this metric.

d. Section II: Plan for Delivery of Scope of Work

Details regarding process and methods for delivery on or fulfilling the Scope of Work as outlined in Section 2: B, above, including the ability and method to provide optional requirements. Include anticipated delivery date for start of services. Must include a timeline for transition by March 30, 2026, as well as a timeline regarding the server migration which may occur at a later date.

Additionally, describe your support model. Discuss the days and hours for which offsite and for which onsite support would be available. Describe your ability to service the NHLC retail stores throughout the state. Discuss your company's ability to convert to Ethernet.

e. Section II: Company Profile

Describe the company's background and ability to provide time clock maintenance and service to the NHLC. Include the following information:

- Full legal company name;
- Year business started;
- If applicable, information on any parent or subsidiary relationships;
- State of formation;

- Location of headquarters;
- Current number of individuals employed; and
- Relevant licenses or certifications held.

f. Section III: Team Experience

Identify the specific team of individuals who will be in charge of servicing the NHLC account. Include years of service with the company and specific experience with commercial and retail client projects.

g. Section IV: Contractor Attachments

Attach any item that may be of aid in evaluating the proposal.

h. Section V: Litigation

Identify and describe any claims made against the Contractor during the last ten (10) years to include ones with State or Federal agencies. Discuss, if available, outcome of each matter and how the outcome or, if no resolution yet, possible outcomes will impact the ability to continue to provide services to the NHLC.

2. Cost Proposal

a. Cover Page: A Cover Page that includes the Contractor's name and address, as well as the contact person, contact telephone number and email address, as well as the following text:

STATE OF NEW HAMPSHIRE
LIQUOR COMMISSION
RESPONSE TO RFP:
NHLC RFP# 2026-02-TIME CLOCKS
PROFESSIONAL TIME CLOCK SERVICES
COST PROPOSAL

b. Preventive Maintenance – Provide pricing for preventive maintenance ***by location***:

Make & Model	April 30, 2026 thru April 29, 2027	April 30, 2027 thru April 29, 2028	April 30, 2028 thru April 29, 2029	TOTAL
Jantek JFP-520 Fingerprint System				
Jantek HP-2000 HandPunch System				
Bertech Antistatic/Antifatigue Floor Mat With Heel Grounder & Grounding Cord				
Trip Lite Internet 350U 350VA 180W UPS Battery Backup				
Annual Service Agreement that may include optional Cloud hosted solution				

c. Services Other Than Preventative Maintenance**:**

i. <u>Cost and Installation of New Time Clock:</u>

Provide the itemized cost to support a time clock management system in addition to, if applicable to providing and supporting the optional cloud-hosted time management solution:

Jantek JFP-520 Fingerprint System $_____ (each)

Installation of Jantek JFP-520 Fingerprint System $_____ (each)

Jantek HP-2000 HandPunch System $_____ (each)

Installation of Jantek HP-2000 HandPunch System $_____ (each)

If applicable, provide the itemized cost of providing and **supporting cloud-hosted time management solution** in addition to:

d. Striving for High Availability

Please provide an understanding of the assurances of the proposed solution's availability. Include specifics for travel to and site visit support; telephone and email support; remote access support; and communication issues/troubleshooting support.

e. Repair and Service:

Provide preventative maintenance cost. The cost must include the rate for one (1) technician and vehicles. $_____

Hourly Charges:

Provide hourly rates for repair and service work other than preventive maintenance. The hourly rates must include the rate for one (1) technician and vehicles.

Normal working hours
(Monday through Friday 8-5:00 PM)
$_____/hr

Hours beyond normal working hours
(to include after 5:00 PM and Saturday & Sunday)
$_____/hr

State of New Hampshire Recognized Holidays
$_____/hr

Material Charges:

Provide the percentage mark-up that will be applied for materials. _____%

Mileage Charge:

Provide the rate and reasons for when and at which mileage will be charged. Mileage allowed shall be portal to portal, or the distance from the previous worksite to the new worksite, whichever is less.

Mileage Rate $_____/mile

Technical Assistance Calls

Normal working hours
(Monday through Friday 8-5:00 PM)
$_____/hr

Hours beyond normal working hours
(to include after 5:00 PM and Saturday & Sunday)
$_____/hr

State of New Hampshire Recognized Holidays
$_____/hr

SECTION 8: EVALUATION OF PROPOSALS

A. Criteria for Evaluation and Scoring

The NHLC will score Proposals based on a total of 100 possible points. To be divided into two main categories: (1) Technical and (2) Price:

Technical (50 points)

- Company Experience (10 points) – including but not limited to knowledge of where the industry currently is as well as where the technology will require in the future. Please include a company profile, detail relevant experience, litigation history and the relevant rationale.
- Delivery Details Regarding Scope of Work (20 points) - Please provide a detailed description regarding how your company will deliver on all details of the scope of work to include optional provisions.
- Team Experience – please provide a description of the positions that will be assigned to fulfill this contract and the required experience of each position.
- Capacity – describe your organizations' capacity to meet and maintain the project needs and timelines needed to implement.

Price (50 points)

- Preventative Maintenance costs (25 points)
- Services other than Preventative Maintenance (25 points)

CATEGORIES	POINTS	
TECHNICAL		**50**
Company Experience – Proposer's Company Profile, Relevant Experience, Litigation History and Rationale	10	
Delivery details regarding scope of work to include all listed in 1(c) and Appendix D.	20	
Team Experience	6	
Capacity – Proposer's organizational capacity to meeting the project needs and potentially aggressive time lines	14	

PRICE		**50**
Preventative Maintenance	25	
Services other than preventative Maintenance	25	
TOTAL POTENTIAL POINTS		**100**

The NHLC will select a Contractor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Reference checks, to the extent they are utilized by the NHLC, will be used to refine and finalize scores.

If the NHLC decides to make an award based on these evaluations, the NHLC will notify the selected Contractor(s) and begin negotiations. Should the NHLC be unable to reach agreement with the high-scoring Contractor(s) during contract discussions, the NHLC may then undertake contract discussions with the next high-scoring Contractor and so on, or the NHLC may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

B. Planned Evaluations Steps

The NHLC plans to use the following process:

1. Step 1. Initial screening to ensure that the Proposals are in compliance with submission requirements;
2. Step 2. Preliminary evaluation of the Technical Proposals;
3. Step 3. Final Scoring of Technical Proposals;
4. Step 4. Cost Proposals Scoring;
5. Step 5: Best and Final Offer
6. Step 6: Final Selection: Select the highest scoring contractor(s) and begin contract execution.

C. Step 1: Initial Screening

The NHLC will conduct an initial screening to verify Contractor compliance with the proposal submission requirements set forth in this RFP. The NHLC 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.

D. Step 2: Preliminary Technical Scoring of Proposals

The NHLC will establish an evaluation team to score the Technical Proposals. The evaluation team will review the Technical Proposals and give a preliminary score to the Technical Proposals under the guidelines set forth in Sections 7 and 8. Should a Contractor fail to achieve 20 points in the preliminary technical scoring; it will receive no further consideration from the evaluation team and the Contractor's Cost Proposal will remain unopened. Cost Proposals will not be reviewed by the evaluation team during the preliminary technical review.

E. Step 3: Final Scoring of Technical Proposals and Oral Presentations

Following reference checks (if appropriate) and/or review of any written clarifications of Proposals requested by the NHLC, the evaluation team will determine a final score for each Technical Proposal.

F. Step 4: Cost Proposal Review

The evaluation team will unseal and review Cost Proposals after the Technical Proposals have been scored. The Cost Proposal submission form is located in Appendix A.

The Cost Proposal will be allocated a maximum potential score of 50 points. Each service is assigned a weight (indicated in parentheses), which will be used to factor the hourly rate into points and added for comparison purposes (this weighted hourly rate is the "Agency's Proposed Price").

The following formula will be used to assign points for scoring:

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

For the purpose of evaluating Cost Proposals, the "Lowest Proposed Price" is defined as the lowest price proposed by a Contractor that received a technical scored above the minimum necessary for consideration.

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

G. Step 6: Final Selection

The NHLC will conduct a final selection based on the final evaluation of the Proposals and begin contract discussions with the selected contractor(s).

H. Rights of the Agency in Accepting and Evaluating Proposals

The NHLC reserves the right, at its sole discretion, to:

1. Make independent investigations in evaluating proposals;
2. Request additional information to clarify elements of a proposal;
3. Waive minor or immaterial deviations from the RFP and contract requirements, if determined to be in the best interest of the State;
4. Omit any planned evaluation step if, in the NHLC's view, the step is not needed;
5. Reject any and all proposals at any time; and
6. Open contract discussions with the second highest scoring contractor and so on, if the NHLC is unable to reach an agreement on contract terms with the higher scoring contractor(s).

APPENDIX A: FORM P-37 STATE OF NEW HAMPSHIRE GENERAL PROVISIONS AND EXHIBITS

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.

<table>
<tr><td colspan="2">1.1 State Agency Name</td><td colspan="2">1.2 State Agency Address</td></tr>
<tr><td colspan="2">1.3 Contractor Name</td><td colspan="2">1.4 Contractor Address</td></tr>
<tr><td>1.5 Contractor Phone Number</td><td>1.6 Account Unit and Class</td><td>1.7 Completion Date</td><td>1.8 Price Limitation</td></tr>
<tr><td colspan="2">1.9 Contracting Officer for State Agency</td><td colspan="2">1.10 State Agency Telephone Number</td></tr>
<tr><td colspan="2">1.11 Contractor Signature

Date:</td><td colspan="2">1.12 Name and Title of Contractor Signatory</td></tr>
<tr><td colspan="2">1.13 State Agency Signature

Date:</td><td colspan="2">1.14 Name and Title of State Agency Signatory</td></tr>
<tr><td colspan="4">1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: Director, On:</td></tr>
<tr><td colspan="4">1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)

By: On:</td></tr>
<tr><td colspan="4">1.17 Approval by the Governor and Executive Council (if applicable)

G&C Item number: G&C Meeting Date:</td></tr>
</table>

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.

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.

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.

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, 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 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 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.

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 14, Insurance, is updated with the following addition:

14.1.3 Contractor shall maintain Multimedia and Professional Liability insurance in the amount of not less than $1,000,000 per loss and $1,000,000 aggregate

H. 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 2026-02-TIME CLOCKS
- **c.** Contractor Proposal Response to State of New Hampshire, Liquor Commission RFP 2026-02-TIME CLOCKS

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 contractors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State contractors 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

A. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor to perform its obligations under the Contract.

D. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor 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, Contractor shall turn over all State-owned Documents, State Data, material, reports, and 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 Contractor 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

Services shall be invoiced at the rates outlined in the Cost Proposal Worksheet detailed in Appendix A.

B. Invoicing and Terms of Payment

The Contractor 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 Contractor 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.

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 Contractor within fourteen (14) days after processing begins at the NHLC.

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 Contractor of the alleged error prior to the due date of such payment. The State and the Contractor agree to use commercially reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to the Contractor. 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.

Invoices for all work completed during any fiscal year must be submitted within thirty (30) days after the end of that fiscal year (June 30th). Invoices not submitted within the aforementioned timeframe will require approval from the State of New Hampshire prior to processing, which may delay the payment process.

C. Overpayments to the Contractor

The Contractor 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 Contractor'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.

Appendix B:

Store Locations and Store Hours

ST	LOCATION	ADDRESS	MONDAY - THURSDAY	FRIDAY & SATURDAY HOURS	SUNDAY HOURS
1	Concord	80 Storrs St., Suite 6, Capitol Plaza Concord, NH 03301	9 am to 8 pm	9 am to 9 pm	10 am to 6 pm
2	W Chesterfield	100B Route 9 PO Box 177 West Chesterfield, NH 03466	9 am to 7 pm	9 am to 8 pm	9 am to 6 pm
5	Berlin	IGA Shopping Plaza 17 Pleasant Street Berlin, NH 03570	10 am to 6 pm	9 am to 7 pm	10 am to 5 pm
6	Portsmouth	Hannaford Plaza 738 Islington Street Portsmouth, NH 03801	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm
7	Littleton	Globe Shopping Center 784 Meadow Street Littleton, NH 03561	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm
8	Claremont	Claremont Market Place 367 Washington Street, (Route 103) Unit 1C Claremont, NH 03743	9 am to 7 pm	9 am to 8 pm	10 am to 5 pm
10	Manchester	68 Elm Street Manchester, NH 03103-5749	9 am to 9 pm	9 am to 9 pm	9 am to 8 pm
11	Lebanon	12 Centerra Parkway Lebanon, NH 03766	10 am to 7 pm	9 am to 8 pm	10 am to 6 pm
12	Center Harbor	Senter's Marketplace, Unit #1 Route 25, 12 A Main Street PO Box 160 Center Harbor, NH 03226	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm

13	Tri- Cities	481 High Street Somersworth, NH 03878	9 am to 8 pm	9 am to 9 pm	9 am to 7 pm
14	Rochester	Ridge Market Place 170 Market Place Blvd, Unit #1 Rochester, NH 03867	9 am to 8 pm	9 am to 9 pm	9 am to 7 pm
15	Keene	15 W. Swanzey Road Swanzey, NH 03446	9 am to 8 pm	9 am to 9 pm	9 am to 6 pm
16	Woodsville	Butson's Complex 1 Forest Street Woodsville, NH 03785	9 am to 6 pm	9 am to 7 pm	10 am to 5 pm
18	Colebrook	16 Metallak Place Colebrook, NH 03576	10 am to 6 pm	9 am to 7 pm	10 am to 5 pm
19	Plymouth	22 Ridge View Lane Plymouth, NH 03264	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm
20	Derry	19C Manchester Road Derry, NH	9 am to 7 pm	9 am to 8 pm	9 am to 6 pm
21	Peterborough	Peterborough Plz Ste #1 19 Wilton Road Peterborough, NH 03458	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm
22	Brookline	44A Route 13 Brookline, NH 03033	10 am to 7 pm	9 am to 8 pm	10 am to 6 pm
23	Conway	234 White Mountain Highway, Suite 9 Conway, NH 03818	9 am to 8 pm	9 am to 9 pm	9 am to 6 pm
30	Milford	Market Basket Plaza 21 Jones Road, Ste #6 Milford, NH 03055	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm
31	Manchester	850 Gold Street Manchester, NH 03103	9 am to 8 pm	9 am to 8 pm	9 am to 8 pm

32	Nashua	Westside Plaza 6 Northwest Blvd. Nashua, NH 03063	9 am to 8 pm	9 am to 9 pm	10 am to 6 pm
33	Manchester	1631 Elm Street Manchester, NH 03101	9 am to 9 pm	9 am to 9 pm	9 am to 8 pm
34	Salem	Rockingham Mall 92 Cluff Crossing #4 Salem, NH 03079	9 am to 9 pm	9 am to 10 pm	9 am to 7 pm
35	Hillsboro	15 Antrim Road, Suite #1 Hillsboro, NH 03244	10 am to 7 pm	10 am to 8 pm	10 am to 5 pm
37	Lancaster	Butson's Marketplace 199A Main Street Lancaster, NH 03584	9 am to 6 pm	9 am to 7 pm	10 am to 5 pm
38	Portsmouth	605 Route 1 Bypass South Portsmouth, NH 03801	8 am to 9 pm	8 am to 10 pm	8 am to 9 pm
39	Wolfeboro	35 Center Street Wolfeboro Falls, NH 03896	9 am to 7 pm	9 am to 7 pm	10 am to 6 pm
40	Walpole	32 Ames Plaza Lane, Unit #2 Walpole, NH 03608	10 am to 6 pm	10 am to 8 pm	10 am to 5 pm
41	Seabrook	Southgate Plaza 380 Lafayette Rd, Units D & E Seabrook, NH 03874	9 am to 9 pm	9 am to 9 pm	9 am to 7 pm
42	Meredith	Old Province Common 71 Route 104 Meredith, NH 03253	9 am to 6 pm	9 am to 8 pm	9 am to 6 pm

44	New Hampton	325 NH Route 104, Suite #11 New Hampton, NH 03256	9 am to 7 pm	9 am to 9 pm	10 am to 7 pm
47	Lincoln	165 Main Street Unit 6 Lincoln, NH 03251 Mail ONLY: PO Box 1205	9 am to 7 pm	9 am to 8 pm	9 am to 6 pm
48	Hinsdale	849 Brattleboro Road Hinsdale, NH 03451	10 am to 7 pm	10 am to 8 pm	10 am to 6 pm
49	Plaistow	Market Basket Plaza 32 Plaistow Rd, #2A Plaistow, NH 03865	9 am to 8 pm	9 am to 9 pm	10 am to 7 pm
50	Nashua	Willow Springs Plaza 294 DW Highway Nashua, NH 03060	9 am to 9 pm	9 am to 10 pm	9 am to 7 pm
51	Pelham	Route 38, PO Box 10 Pelham, NH 03076	10 am to 7 pm	10 am to 8 pm	10 am to 5 pm
52	Gorham	Androscoggin Plaza 159 Main Street Gorham, NH 03581	10 am to 6 pm	9 am to 8 pm	10 am to 5 pm
53	Hudson	Market Basket Shopping Center 212 Lowell Road Hudson, NH 03051	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm
54	Glen	65 Route 302 PO Box 166 Glen, NH 03838	10 am to 6 pm	9 am to 8 pm	10 am to 6 pm
55	Bedford	9 Leavy Drive Bedford, NH 03110	9 am to 9 pm	9 am to 9 pm	10 am to 6 pm
56	Gilford	18 Weirs Road Gilford, NH 03249	9 am to 7 pm	9 am to 8 pm	9 am to 6 pm

57	Ossipee	Indian Mound Shopping Center 240 Rte 16B Center Ossipee, NH 03814	10 am to 6 pm	9 am to 8 pm	10 am to 5 pm
58	Goffstown	Hannaford Plaza 605 Mast Road Goffstown, NH 03102	9 am to 7 pm	9 am to 8 pm	10 am to 5 pm
59	Merrimack	Merrimack Shopping Center 6 Dobson Way, Suite A Merrimack, NH 03054-4131	10 am to 7 pm	10 am to 8 pm	10 am to 6 pm
60	W Lebanon	265 Plainfield Road West Lebanon, NH 03784	9 am to 9 pm	9 am to 9 pm	9 am to 6 pm
61	Londonderry	137 Rockingham Road Londonderry, NH 03053	10 am to 8 pm	10 am to 9 pm	10 am to 7 pm
62	Raymond	Raymond Shopping Center 11 Freetown Rd Rte 27 Raymond, NH 03077	10 am to 6 pm	10 am to 8 pm	10 am to 5 pm
64	New London	New London Shopping Center 293 Newport Road PO Box 464 New London, NH 03257	10 am to 6 pm	9 am to 8 pm	10 am to 6 pm
65	Campton	Center at Campton Corners 25 Vintinner Road Campton, NH 03223	10 am to 6 pm	10 am to 7 pm	10 am to 5 pm
66	Hooksett	I-93 North Route 3A 530 West River Road Hooksett, NH 03106	8 am to 9 pm	8 am to 9 pm	8 am to 9 pm

67	Hooksett	I-93 South 25 Springer Road Hooksett, NH 03106	8 am to 9 pm	8 am to 9 pm	8 am to 9 pm
68	N Hampton	Village Shopping Ctr 69 Lafayette Road North Hampton, NH 03862	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm
69	Nashua	25 Coliseum Avenue Nashua, NH 03063	9 am to 9 pm	9 am to 10 pm	9 am to 7 pm
71	Lee	60 Calef Highway, Unit #4 Lee, NH 03861	9 am to 7 pm	9 am to 9 pm	10 am to 6 pm
73	Hampton- S	I 95 South PO Box 1993 Hampton, NH 03843	9 am to 9 pm	9 am to 9 pm	9 am to 9 pm
74	Londonderry	Market Basket Plaza 10 Michels Way Unit #4 Londonderry, NH 03053	9 am to 8 pm	9 am to 9 pm	9 am to 7 pm
76	Hampton- N	I 95 North, PO Box 2081 Hampton, NH 03843-2081	8 am to 9 pm	8 am to 10 pm	8 am to 9 pm
77	Rindge	493 US Route 202 Rindge, NH 03461	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm
79	Epping	5 Brickyard Square Epping, NH 03042	9 am to 8 pm	9 am to 9 pm	10 am to 6 pm
81	Pembroke	Pembroke Crossing Plaza 619 Sand Road Pembroke, NH 03275	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm
82	Warner	14 Nichols Mills Lane Warner NH 03278	9 am to 7 pm	9 am to 9 pm	10 am to 6 pm
83	Epsom	929 Suncook Valley Road Epsom, NH 03234	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm

84	Tilton	80 Market Street Tilton, NH 03276	9 am to 7 pm	9 am to 8 pm	10 am to 6 pm
85	Concord	11 Merchants Way Concord, NH 03303	9 am to 8 pm	9 am to 8 pm	10 am to 6 pm

APPENDIX C:

General Equipment List

Description	Model #
Biometric Fingerprint Terminal Time Clock With Modem	Jantek JFP-520 Fingerprint System
Hand Reader With Modem	Jantek HP-2000 HandPunch System
Bertech Antistatic/Antifatigue Floor Mat With Heel Grounder and Grounding Cord	
Trip Lite Internet 350U 350VA 180W UPS Battery Backup	

APPENDIX D:

TECHNICAL REQUIREMENTS

1. Vendor is to comply with New Hampshire Executive order 2022-09 to include that no products from the following vendors will be used in or connected to any State Network or installed on any Sate device:
   a. Huawei Technologies
   b. ZTE Corp
   c. Hytera Communications Corporation
   d. Hangzhou Hikvision Digital Technology Company
   e. Dahua Technology Company
   f. Tencent Holdings, including but not limited to:
      i. Tencent QQ
      ii. QQ Wallet
      iii. WeChat
   g. Alibaba products, including but not limited to AliPay
   h. ByteDance Products, including but not limited to
      i. TikTok
      ii. Lemon8

2. Per RSA 21-R:15, no state agency shall use any software platform developed, in whole or in part, by Kaspersky Lab or any entity of which Kaspersky Lab has a majority ownership. The term "state agency" in this statute means “any department, commission, board, institution, bureau, office, or other entity, by whatever name called, including the legislative and judicial branches of state government, established in the state constitution, statutes, session laws or executive orders.”

3. The State Chief Information Security Officer will continually monitor and update the list as needed with final approval of the Governor and post the updated list on the Department of Information Technology's website which this vendor is to ensure continued compliance with.

4. No equipment or services on the FCC Covered List found here: FCC Section 2 List of Equipment and Services

5. Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline

a. SP 800-171 Rev. 3, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations | CSRC (nist.gov)

GovRAMP OR FedRAMP AUTHORIZATION

6. GovRAMP Ready/Authorized Certification.

7. If GovRAMP Ready, you agree to attain GovRAMP Authorization within 12 months of the effective date of a resulting contract.

8. If not GovRAMP active or ready, you agree to attain GovRAMP Authorization within 24 months of the effective date of a resulting contract.

9. If GovRAMP is in Process, you agree to attain GovRAMP Authorized within 24 months of the effective date of a resulting contract.

10. If GovRAMP Pending (Under review with GovRAMP PMO awaiting a determination for a verified status), you agree to attain GovRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.

11. If not GovRAMP Progressing, not GovRAMP Ready, or not GovRAMP Authorized the vendor shall initiate and provide a GovRAMP Security Snapshot with their response and you agree to attain GovRAMP Authorized within 24 months of the effective date of a resulting contract.

12. Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for GovRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.

13. In lieu of GovRAMP you may be authorized in FedRAMP, HITRUST; AWS US East/West; AWS GOVCLOUD; AZURE Commercial Cloud; AZURE Government (Includes Dynamics 365); GOOGLE Services (Cloud Platform Products and Underlying Infrastructure); ORACLE Government Cloud – Common Controls or ORACLE Federal Managed Cloud Services

INFORMATION TECHNOLOGY ACCESSIBILITY COMPLIANCE

14. Web content and mobile applications must comply with WCAG 2.1, Level AA.

15. Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware.

16. Vendor shall complete the VPAT 2.5 WCAG (November 2023) and submit with their proposal in Section III: Responses to Requirements and Deliverables

SERVICE LEVEL AGREEMENT

17. The Vendor agrees to the following Service Level Requirements:
    a. The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
    b. The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.
    c. The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
    d. All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.
    e. The State shall have unlimited access, via phone or email, to the Vendor technical support staff between the hours of 8:00 am to 5:00pm- Monday through Friday EST.
    f. The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties: ·
        i. Class A Deficiency – Software – Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation – missing significant portions of information or unintelligible to State; Non-Software – Services were inadequate and require re-performance of the Service. ·
        ii. Class B Deficiency – Software – important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation – portions of information are missing but not enough to make the document unintelligible; Non-Software – Services were deficient, require reworking, but do not require re-performance of the Service. ·
        iii. Class C Deficiency – Software – minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation – minimal changes required and of minor editing nature; Non-Software – Services require only minor reworking and do not require re-performance of the Service.

g. As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:
    i. Class A Deficiency – The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; Class B & C Deficiency – The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.
h. The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
i. A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.
j. If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.
k. The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.
l. A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
m. The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.
n. The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
o. The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.
p. For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained:

i. Nature of the Deficiency.
ii. Status of the Deficiency.
iii. Action plans, dates, and times.
iv. Expected and actual completion time.
v. Deficiency resolution information.
vi. Resolved by.
vii. Identifying number i.e., work order number.
viii. Issue identified by.

q. The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
   i. Mean time between reported Deficiencies with the Software.
   ii. Diagnosis of the root cause of the problem.
   iii. Identification of repeat calls or repeat Software problems.

PLANNING AND PROJECT MANAGEMENT

18. Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified as follows:
   a. Conduct Project Kickoff Meeting
   b. Provide written:
      i. Work Plan
      ii. Project Status Reports
      iii. Infrastructure Plan, including Desktop and Network Configuration Requirements
      iv. Security Plan
      v. Communications and Change Management Plan
      vi. Software Configuration Plan
      vii. Systems Interface Plan and Design/Capability
      viii. Testing Plan
      ix. Data Conversion Plan and Design
      x. Deployment Plan
      xi. Comprehensive Training Plan and Curriculum
      xii. End User Support Plan
      xiii. Business Continuity Plan
      xiv. Documentation of Operational Procedures

INSTALLATION

19. Provide Software Licenses if needed

20. Provide Fully Tested Data Conversion Software

21. Provide Software Installed, Configured, and Operational to Satisfy State Requirements

TESTING

22. Conduct Integration Testing (Non-Software)

23. Conduct User Acceptance Testing (Non-Software)

24. Perform Production Tests (Non-Software)

25. Test In-Bound and Out-Bound Interfaces (Software)

26. Conduct System Performance (Load/Stress) Testing (Non-Software)

27. Certification of 3rd Party Pen Testing and Application Vulnerability Scanning. (Non-Software)

SYSTEM DEVELOPMENT

28. Converted Data Loaded into Production Environment (Software)

29. Provide Tools for Backup and Recovery of all Applications and Data (Software)

30. Conduct Training (Non-Software)

31. Cutover to New Software (Non-Software)

32. Provide Documentation (Written)

33. Execute Security Plan (Non-Software)

OPERATIONS

34. Ongoing Hosting Support (Non-Software)

35. Ongoing Support & Maintenance (Software)

36. Conduct Project Exit Meeting (Non-Software)

MANDATORY RESPONSE TOPICS

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for this RFP. Responses provided should be relevant to the

Project described within this RFP. Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. Please provide a detailed response for the following questions.

37. What components of the Software, such as Middleware, are proprietary?

38. Is the proposed application considered Open-Source Software?

39. Describe any Open-Source Software used by the proposed Solution.

40. Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13, 21-R:14. Chapter 21-R DEPARTMENT OF INFORMATION TECHNOLOGY (state.nh.us)

VENDOR'S TECHNICAL, SERVICE AND PROJECT MANAGEMENT EXPERIENCE (Security and Protection of Data)

The State will evaluate the degree to which the proposed System is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

Describe the System security design and architectural features incorporated into the proposed Solution including:

41. Compliance with NIST SP 800-171, Protecting Controlled, Unclassified Information in Non-Federal Systems and Organizations.

42. Compliance with NIST SP 800-63, Digital Identity Guidelines.

43. Compliance with NIST SP 800-115, Technical Guide to Security Testing and Assessment.

44. The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.

45. The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.

46. The privacy methods used to ensure that Confidential Data and sensitive communications are kept private.

47. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.

48. Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.

49. The ability of your Software to be installed in a "locked-down" fashion to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software's security vulnerabilities and attack surfaces available to System hackers and attackers.

50. The notification and escalation process in the event of an intrusion.

51. Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:
    a. What process or methodology is employed within the proposed Software to ensure Data integrity?
    b. To what degree does your approach rely on System assurance capabilities?
    c. If multiple Databases are employed, what extra procedures are employed to ensure synchronization among Databases?

PROJECT EXECUTION

52. Will System performance be measured and documented using the State's infrastructure and Data? If yes, how? (Not needed for Hosting?)

53. Outline your methodology for Security and Penetration Testing and provide confirmation that it is NIST SP800-115 compliant.

ONGOING OPERATIONS FOR VENDOR HOSTED SOLUTION

(Vendors whose product has a status of FedRamp or GovRAMP Ready or Authorized do not complete 54-60)

54. Describe the service model being offered. Service is Commercial Off-the-Shelf Software (COTS), Software-as-a-Service (SaaS), Platform-as-a-service (PaaS), or Infrastructure-as-a-Services (IaaS). Refer to the glossary for definitions.

55. The State requires the service provider to use web services exclusively to Interface with the State of New Hampshire's Data in near Real-Time when possible. Describe any client software or plug-in downloads that may be required.

    It is preferred the service provider's relevant Data Center(s) are certified to the Federal Information Security Management Act (FISMA) level 3 ATO4 and/or Federal Risk and Authorization Management Program (FedRAMP) CSP5, and have independent annual SOC 2 Type 2 audits performed.

56. Provide Certifications and latest audit of the Data Center(s) being used in the Solution offered.

57. If Certifications and audits cannot be provided the service provider will be required to implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-Public Information. Such security measures must be in accordance with recognized industry practices such as in the National Institute of Standards and Technology (NIST) Controls 800-53 Rev 4 where applicable. Describe controls including but not limited to:
    a. data storage, data encryption, data destruction, data location, and data handling.
    b. business continuity and disaster recovery plan.
    c. security incident or data breach notification.
    d. change control.
    e. maintenance, patching and upgrades.

58. Describe how the service provider will provide compliance to all Federal and State of New Hampshire laws, regulations, statutes, policies, standards, and best practices relevant to internet-based Hosting.

59. The State requests regularly scheduled Reporting to the State of New Hampshire. Describe the availability of Reports available to the State including latency statistics, user access, user access IP address, user access history and security logs for all State of New Hampshire files related to this RFP.

60. The State requires the system to be available 24/7/365 (with agreed-upon maintenance downtime), and for the Vendor to provide service to customers as defined in a Service Level Agreement (SLA) which will be developed and agreed to in the Contract phase. The State also requires the service provider to guarantee 99.9% uptime (excluding agreed-upon maintenance downtime). Describe how you will meet these requirements.

BACKUP AND RECOVERY

The State seeks a sound Backup and Recovery provision as part of the Solution:

61. Describe the tools used for Backup and Recovery of Applications and Data.

62. Describe timelines for scheduled backup of Data and Servers including the retention schedule.

63. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
    a. Use of and method for logging and journaling.

b. Single points of failure and recommended approaches for their elimination.
c. Approach to redundancy including backup material securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.

64. Explain your high-level methodology for creation of a Disaster Recovery Plan.

65. Discuss how the disaster recovery plan identifies appropriate methods for procuring additional hardware in the event of a component failure. Also describe any impact of Software License fees. The State believes that additional Software License fees solely related to redundancy for Backup and Recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

66. Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own.

67. Will the Solution include the option to have the collected Data stored at the Vendor's site, at the State site or both?

ASSURANCE OF BUSINESS CONTINUITY

The State will evaluate the degree to which the proposed plan to assure business continuity mitigates risk to the State, and its potential for Implementation (cost effective and easy to implement).

68. Provide a plan for business continuity if a disaster occurs at the Data center that is Hosting the proposed Solution.

69. The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

SUPPORT AND MAINTENANCE FOR VENDOR HOSTED SYSTEM

The State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current "best practices" for these tasks.

70. Describe how the System hardware, Software, and Database will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.

71. Describe the Help Desk Support that will be available to State staff including hours of operation, phone vs email, access to technical support staff.

72. Describe the classification of a Software Defect (bug) that will be used to indicate the degree of negative impact on the quality of the Software and anticipated response times.

73. Describe any procedures required to handle escalation and emergency calls.

74. Detail the types and frequency of support tasks required.

75. Describe any different levels and or models of support and maintenance that you provide.

76. Describe how the Vendor will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
    a. mean time between Reported Deficiencies with the Software.
    b. diagnosis of the root cause of the problem.
    c. identification of repeat calls or repeat Software problems.

77. For all maintenance service calls, the Vendor shall ensure the following information will be collected and maintained:
    a. Nature of the Deficiency.
    b. Status of the Deficiency.
    c. Action plans, dates, and times.
    d. Expected and actual completion time.
    e. Deficiency resolution information.
    f. Resolved by.
    g. Identifying number i.e. work order number.
    h. Issue identified by.

78. Describe how the State will be informed of emergency maintenance or system outages?

79. Describe how the Vendor will ensure all hardware and Software components of the Vendor Hosting infrastructure will be fully supported by their respective manufacturers at all times. All critical patches for Operating Systems, Databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.

ONGOING OPERATIONS FOR STATE HOSTED SOLUTION
SUPPORT AND MAINTENANCE FOR STATE HOSTED SYSTEMS

The State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current "best practices" for these tasks.

80. Describe how general support and maintenance skills are transferred to State technical support personnel for knowledge sharing.

81. Describe the Database support requirements.

82. Describe how support and maintenance issues are tracked and prioritized detailing methodology and if any additional Software is required. For all maintenance service calls, the Vendor shall ensure the following information will be collected and maintained:
    a. Nature of the Deficiency.
    b. Status of the Deficiency.
    c. Action plans, dates, and times.
    d. Expected and actual completion time.
    e. Deficiency resolution information.
    f. Resolved by.
    g. Identifying number i.e. work order number.
    h. Issue identified by.

83. Describe any procedures required to handle escalation and emergency calls.

84. Describe how the Vendor will work with the State to identify and troubleshoot large-scale System failures.

85. Describe the Vendor's Change Management policy for notification and tracking of change requests as well as critical outages.

86. Detail the types and frequency of scheduled support and maintenance tasks required.

87. Describe any different levels and or models of support and maintenance that you provide.

88. Describe how you will enable the State to deploy the selected managed service for endpoint detection and response within the State Hosted Server Environment.