INQUIRIES AND RESPONSES
RFP 2026-05 – FINANCIAL SERVICES

QUESTION 1: Section A. Executive Summary: Is the state seeking implementation or assessment, analysis and planning support to enhance the Microsoft Dynamics 365-based "NextGen" solution?

> **ANSWER:** The State has already implemented the Microsoft Dynamics 365-based "NextGen" solution. The State is seeking assistance with system data analysis and reconciliations, process flow documentation, and support for enhancements to the NextGen solution.

QUESTION 2: Appendix A. Cost Proposal Worksheet: Does Table A-2 reflect the total level of effort NHLC estimates annually to complete the deliverables or are the hours utilized solely for scoring purposes?

> **ANSWER:** The hours reflected in Table A-2 are provided solely for RFP evaluation and scoring purposes. They are intended to establish a consistent basis for comparing proposals and should not be interpreted as the required or expected level of effort to complete the deliverables.

QUESTION 3: Is the NHLC able to provide a budget or budget range for this engagement?

> **ANSWER:** The estimated annual budget is anticipated to be $240,000, noting that any contract resulting from the RFP is subject to approval by the New Hampshire Governor and Executive Council and the availability and continued appropriation of funds.

QUESTION 4: Appendix A: Cost Proposal Worksheet of the RFP shows an estimated number of hours per calendar year per position for the engagement. Is this meant to be an example or is this the actual number of hours NHLC anticipates the engagement taking?

> **ANSWER:** The hours reflected in Table A-2 are provided solely for RFP evaluation and scoring purposes. They are intended to establish a consistent basis for comparing proposals and should not be interpreted as the required or expected level of effort to complete the deliverables.

QUESTION 5: Are the estimated hours in Table A-2 expected to be evenly distributed

throughout the fiscal year, or concentrated around specific reporting or audit cycles?

ANSWER: The distribution of hours will be based on the needs of the State. While the annual financial audit typically begins in June and concludes in December, activities such as data analysis, reconciliations, and process documentation are ongoing throughout the fiscal year. See also the Answer to Question 4 above. The estimated hours in Table A-2 are provided solely for RFP evaluation and scoring purposes.

QUESTION 6: For purposes of technical scoring, will the NHLC evaluate vendor experience primarily at the firm level, the proposed engagement team level, or a combination of both?

ANSWER: The NHLC will evaluate vendor experience at both the firm level and the proposed engagement team level.

QUESTION 7: In evaluating "Vendor Staff Availability," will NHLC consider demonstrated continuity of assigned staff over time as a factor?

ANSWER: Yes. As part of evaluating Vendor Staff Availability, the NHLC will consider the Vendor's ability to provide continuity of assigned staff over time, to the extent that it supports consistent service delivery and effective performance under the contract.

QUESTION 8: Are there anticipated changes in audit approach, audit firm involvement, or reporting standards during the contract term that vendors should consider in their proposed approach?

ANSWER: The NHLC does not currently anticipate any changes to the audit approach, audit firm involvement, or applicable reporting standards during the contract term.

QUESTION 9: Does the NHLC anticipate material changes in transaction volume, system complexity, or reporting requirements during the initial contract term that could significantly affect workload?

ANSWER: The NHLC does not anticipate material changes in transaction volume, system complexity, or reporting requirements during the initial contract term. However, the NHLC is in the process of implementing a new licensing software solution that will integrate with the existing ERP system. This integration is expected

to improve process flow related to licensee payments but is not anticipated to significantly impact overall workload.

QUESTION 10: P-37, Section 8.2.1 states that a cure period may be less than 30 days. Would the State agree to provide a minimum cure period of 30 days or some other minimum cure period?

ANSWER: The NHLC would accept a change to P-37 Section 8.2.1 that specifies a minimum cure period.

QUESTION 11: With regards to P-37, Section 8.1.1., would the State agree to change this provision to the more objective "failure to perform the Services as required hereunder or on schedule"?

ANSWER: The NHLC rejects this proposed contract language.

QUESTION 12: With regards to P-37, Section 9.2.3, would the State agree to clarify that any Transition Services should be included in a mutually agreeable change order, which would potentially include payment for any services required from the Contractor?

ANSWER: The NHLC would be open to negotiation on such a provision.

QUESTION 13: With regard to P-37, Section 13, would the State consider adding the following to this section: In no event shall either party, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense (including, without limitation, lost profits and opportunity costs), relating to this engagement. The Contractor's monetary limitation of liability to the State for direct damages shall not exceed the greater of $3,000,000 or two times the Fees paid.

ANSWER: The NHLC rejects this proposed contract language.

QUESTION 14: Regarding P-37, Section 27, would the State agree to change the word "best" to the more commercially standard "reasonable"?

ANSWER: P-37, Section 27 does not contain the word "best."

QUESTION 15: Regarding P-37, General Terms and Conditions, would the State agree to clarify that the Vendor would retain ownership of any materials, data, or other intellectual created by the Vendor prior to, or separately from, the services provided under the Contract, plus any modifications thereof or improvements thereto, as well as any tools used in the performance of the services?

ANSWER: The NHLC would be open to negotiation on such a provision.

QUESTION 16: Regarding P-37 Agreement Exhibit B, Section A would the State be willing to add the following sentence at the end of this section: "Notwithstanding anything herein to the contrary, Vendor shall have the right to retain copies of information to the extent required by applicable law, professional standards or for archival purposes, provided that Vendor retains such copies in accordance with its confidentiality obligations."

ANSWER: The NHLC would be open to negotiation on such a provision.

QUESTION 17: Regarding P-37 Agreement Exhibit B, Sections C and D, would the State clarify that the Vendor would retain ownership of any materials, software or other intellectual property it created prior to, or separately from, the work provided, plus any tools it uses in performance of services, provided that the State would have a non-exclusive license to use such items to use with the State Owned Documents and Custom Applications?

ANSWER: The NHLC would be open to negotiation on such a provision.

QUESTION 18: Regarding P-37 Agreement Exhibit B, Section E, would the State be willing to provide clarity on the various references to State data within this section by using the following general definition for State Data: "For clarity, State Data means any non-public information, in written or electronic form, that is received from, or on behalf of, State by Contractor in connection with the Services, including Personal Data (as defined by applicable law)."

ANSWER: The NHLC is open to negotiation on a definition of "State Data" for contract purposes.

QUESTION 19: Regarding P-37 Agreement Exhibit B, Section G, would the State be willing to clarify the requirements in this section by aligning to use "Data Breach" and include the following definition: "For the purposes of this Section, Data Breach means unauthorized access to, or unauthorized use or disclosure of, State Data within the possession or control of Contractor that adversely affects the security of such State Data."

ANSWER: The NHLC is open to negotiation on a definition of "Data Breach" for contract purposes.

QUESTION 20: Would the State consider the following revisions to P-37 Agreement Exhibit B, Section H, Section 4: "… the Contractor shall reimburse the State for its reasonable out-of-costs associated with:
a. reserved; notifications to individuals, regulators or others required by State law;
b. a credit monitoring service required by State (or federal) law;
c. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and; all [(a) through (c)] subject to this Contract's limitation of liability in Section 13.

ANSWER: The NHLC rejects this proposed contract language.

QUESTION 21: Would the State consider adding the following provision to P-37: Should the State fail to make all payments in a timely manner as required hereunder, or otherwise be in breach if this Agreement, including, without limitation, failure of the State to timely perform its obligations under this Agreement, following the unsuccessful conclusion of dispute resolution, Contractor upon thirty (30) days written notice to the State, may terminate this Agreement if the State fails to cure its breach.

ANSWER: The NHLC rejects this proposed contract language.